



CEBU AIR, INC.,
Opposer,

-versus-

AIR PHILS. CORPORATION,
Respondent-Applicant.

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} IPC No. 14-2011-00263
} Opposition to:
} Appln. Serial No. 4-2010-009520
} Filing Date: 31 Aug. 2010
} Trademark: "AIRPHILEXPRESS"
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}

NOTICE OF DECISION

CEBU AIR, INC.
c/o Atty. KHRISTIAN B. ALVAERA
Counsel for Opposer
Airline Operations Center
Domestic Airport Road, Pasay City

AIR PHILIPPINES CORPORATION
c/o Atty. JOHN VOLTAIRE ALMEDA
Counsel for Respondent-Applicant
R-1 Hangar, APC Gate 1
Andrews Avenue, Nichols, Pasay City

GREETINGS:

Please be informed that Decision No. 2012 – 148 dated August 28, 2012 (copy enclosed) was promulgated in the above entitled case.

Taguig City, August 28, 2012.

For the Director:


Atty. EDWIN DANILO A. DATING
Director III
Bureau of Legal Affairs



CEBU AIR, INC.,
Opposer

-versus-

AIR PHILS. CORPORATION
Respondent-Applicant

x-----x

IPC NO. 14-2011-00263

Case Filed : 21 June 2011

Opposition to:

Appln. Ser. No. 4-2010-009520

Date Filed : 31 August 2010

TM : "AIRPHILEXPRESS"

Decision No. 2012- 148

DECISION BASED ON COMPROMISE AGREEMENT

CEBU AIR, INC., ("Opposer") filed on 21 June 2011 an Opposition to Application No. 4-2010-009520. This Bureau issued a Notice to Answer dated 25 July 2011 and served upon a copy thereof to AIR PHILS. CORPORATION ("Respondent-Applicant") on 03 August 2011. The Respondent-Applicant filed its Answer on 27 October 2011.

In compliance to Office Order No. 154, s. 2010 ("*Rules of Procedure for IPO Mediation Proceedings*") and Office Order No. 197, s. 2010 ("*Mechanics for IPO Mediation Settlement Period*"), this Bureau issued on 12 January 2012 Order No. 2012-22 referring the case to mediation.

On 27 June 2012 the ADR Services of this Bureau submitted a Mediation Report indicating a settlement by the parties' of the case. Attached to the report is the parties' COMPROMISE AGREEMENT the pertinent portions of which read, as follows;

1. The parties have agreed to amicably settle the above-mentioned case in order to put an end to their litigation under the terms and conditions set forth;

a. The parties hereby mutually, totally and irrevocably release and forever discharge each other from any action, sum of money, damages, claims, counterclaims and demands whatsoever, which in law or equity they had, now have, or may have against each other by reason of any matter, cause or thing whatsoever arising from the instant controversies up to time of these presents, the intention hereof being to completely and absolutely release each other from any and all liabilities and obligations arising wholly, partially, directly, or indirectly from the same.

b. This Joint Compromise Agreement shall not be taken by any of the parties, their respective successors, or assigns as a confession or admission on the part of any of them, their stockholders, directors, officers, employees and legal representatives for any matter, cause, demand or claim that any party may have against the other party.

c. No party shall at any time, in any manner whatsoever, directly or indirectly, disclose to any person or entity, the terms and provisions of this document and that both parties acknowledge that any unauthorized disclosure of any of the terms and conditions of this document may be a ground for any action for damages against such party committing the breach of confidence.

2. Both parties agree that it is in their best interest to amicably settle the instant controversies now pending with the Honorable Office.

3. Both parties voluntarily and freely entered into this Compromise Agreement, and acknowledgement that the contents thereof and its consequences were fully explained to them and that it is not contrary to law, morals and public policy.

4. If any of the covenants is violated by instituting a new action(s) in relation to these cases pending to this Honorable Office, against any of the parties or their respective company(s), its stockholders, directors, officers, employees and legal representatives in this case, in the future in any venue, agency, court or office, such party agrees that it shall be liable to reimburse and indemnify the company, its stockholders, directors, officers, employees and legal representatives for damages and other expenses for instituting the unlawful and unwarranted suit.

This Bureau finds the COMPROMISE AGREEMENT and that the same has been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals good customs, public order or public policy. In essence, the agreement is a withdrawal of the opposition case.

Accordingly, an approved Compromise Agreement shall have the effect of a decision or judgment on the case and shall be enforced accordingly in accordance with the pertinent rules of IPO and the Rules of Court.¹

WHEREFORE, premises considered, the parties' COMPROMISE AGREEMENT is hereby **APPROVED**. Accordingly, the instant opposition are is hereby **DISMISSED**. Let the filewrapper of trademark Application Serial No. 4-2010-009520 be returned, together with a copy of this Decision to the Bureau of Trademarks (BOT) for information and appropriate action.

SO ORDERED.

Taguig City, 28 August 2012.


ATTY. NATHANIEL S. AREVALO
Director IV
Bureau of Legal Affairs

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¹ Office Order No. 154 Series of 2010