



FAGE DAIRY PROCESSING INDUSTRY S.A.,  
Opposer,

-versus-

FONTERRA BRANDS (SINGAPORE)  
PTE LIMITED,  
Respondent-Applicant.

X-----X

IPC No. 14-2011-00510  
Opposition to:  
Appln. Serial No. 4-2011-500610  
Date filed: 13 April 2011  
TM: "ANLENE TOTAL"

### NOTICE OF DECISION

#### FEDERIS & ASSOCIATES LAW OFFICES

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#### A.Q. ANCHETA & PARTNERS

Counsel for the Respondent-Applicant  
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#### GREETINGS:

Please be informed that Decision No. 2012 – 207 dated October 23, 2012 ( copy enclosed) was promulgated in the above entitled case.

Taguig City, October 23, 2012.

For the Director:

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



FAGE DAIRY PROCESSING  
INDUSTRY S.A.,

*Opposer,*

**-versus-**

FONTERRA BRANDS  
(SINGAPORE) PTE LIMITED,

*Respondent.*

x-----x

IPC No. 14-2011-00510

Case Filed: 27 December 2011

Opposition to:

Appln. Serial No. : 4-2011-500610

Date Filed: 13 April 2011

TM: "ANLENE TOTAL"

Decision No. 2012- 207

**DECISION BASED ON  
COMPROMISE AGREEMENT**

FAGE DAIRY PROCESSING INDUSTRY S.A., ("Opposer") filed on 27 December 2011 an opposition to Trademark Application Serial No. 4-2011-500610. The application filed by FONTERRA BRANDS (SINGAPORE) PTE LIMITED, ("Respondent-Applicant") covers the mark "ANLENE TOTAL" for use on goods under Class 29.

This Bureau issued a Notice to Answer dated 11 January 2012 and served a copy thereof upon the Respondent-Applicant on 20 January 2012. The Respondent-Applicant filed his Answer on 17 February 2012.

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 and Settlement Period"*), this Bureau issued on 08 March 2012 Order No. 2012-63 referring the case to mediation.

On 10 October 2012, this Bureau received a "MEDIATOR'S REPORT" indicating the successful mediation of the instant case. Attached to the report is the parties' "COMPROMISE AGREEMENT" submitted to this Bureau for approval. The Agreement states, among other things:

Section 1. FONTERRA, its heirs, assigns, representatives or any person acting under its authority, undertakes:

- a) Not to use the trade mark "ANLENE TOTAL" or any other trade mark with the word TOTAL for yogurt/yoghurt in the Philippines.
- b) To disclaim the word "TOTAL" in any trademark application that it may file in the Philippines in Class 29 containing the word "TOTAL", including disclaiming the word "TOTAL" in Philippines Trademark Application 4-2011-500610.

- c) Not to apply for registration in the future for the single word "TOTAL" for its products in Class 29 in the Philippines.
- d) To amend the goods covered by Application No. 4-2011-500610 for the "ANLENE TOTAL" mark by deleting the goods "yoghurt and yoghurt beverages".

Section 2. In consideration of Section 1 hereof, FAGE, its heirs, assigns, representatives or any person acting under its authority, undertakes:

- a) Not to use the mark TOTAL, TOTAL FAGE or any other mark with the word TOTAL for milk.
- b) To disclaim the word "TOTAL" in any trademark application that it may file in the Philippines containing the word "TOTAL".
- c) Not to apply for registration in the future for the single word "TOTAL" for its products in the Philippines.
- d) To withdraw its opposition to FONTERRA'S Philippines Trademark Application No. 4-2011-500610 for the mark "ANLENE TOTAL".

Section 3. Both parties shall jointly move for the approval of this Agreement and the dismissal of Inter Partes Case No. 14-2011-00510.

Section 4. Each party shall bear their own costs and expenses, including attorney's fees, incurred in connection with the instant opposition.

Section 5. This Compromise Agreement shall take effect immediately upon execution by both parties.

Section 6. This Compromise Agreement shall bind parties and their respective representatives, heirs, assigns and successors-in-interest.

Section 7. Further, this Compromise Agreement shall constitute the entire agreement between the parties, and supersedes all prior communications and understanding relating to the subject matter, whether oral or written.

This Bureau evaluated the COMPROMISE AGREEMENT and finds 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.

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.<sup>1</sup>

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<sup>1</sup> Sec. 5, Office Order No. 154 Series of 2010

**WHEREFORE**, premises considered, the parties' **COMPROMISE AGREEMENT** is hereby **APPROVED**. Accordingly, the Compromise Agreement having the force and effect of a decision or judgment, the parties are hereby enjoined to comply with the terms and conditions set forth therein. Let the filewrapper of Trademark Application Serial No. 4-2011-00510 be returned, together with a copy of this Decision, to the Bureau of Trademarks (BOT) for information and appropriate action.

**SO ORDERED.**

Taguig City, 23 October 2012.



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

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