



FRESH FRUITS INGREDIENTS, INC.,  
Opposer,

-versus-

GOLD RIBBON FOOD, INC.,  
Respondent-Applicant.

X-----X

}  
} IPC No. 14-2011-00543  
} Opposition to:  
} Appln. Serial No. 4-2011-005416  
} Date Filed: 12 May 2011  
} Trademark: "FIESTA"  
}  
}  
}

**NOTICE OF DECISION**

**JIMENEZ GONZALES BELO VALDEZ CALUYA & FERNANDEZ**

Counsel for the Opposer  
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Amorsolo Streets  
Legaspi Village, Makati City

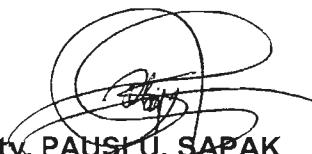
**GOLD RIBBON FOOD INC.,**  
Respondent-Applicant  
948-B Dapdap Extension  
Basak, San Nicolas, Cebu City

**GREETINGS:**

Please be informed that Decision No. 2012 – 167 dated September 10, 2012 ( copy enclosed) was promulgated in the above entitled case.

Taguig City, September 10, 2012.

For the Director:

  
Atty. PAUSI U. SAPAK  
Hearing Officer  
Bureau of Legal Affairs

CERTIFIED TRUE COPY  
*Sharon S. Alcantara*  
SHARON S. ALCANTARA  
Records Officer II  
Bureau of Legal Affairs, IPO



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Date filed : 12 May 2011

TM : "FIESTA"

Decision No. 2012- 167

### DECISION BASED ON COMPROMISED AGREEMENT

FRESH FRUITS INGREDIENTS, INC. ("Opposer"), filed on 15 February 2012 an opposition to Trademark Application Serial No. 4-2011-005416. The application filed by GOLD RIBBON FOOD, INC. ("Respondent-Applicant"), covers the mark "FIESTA" for use on goods under Class 29. The opposition is anchored on Sections 123.1 (d), (e) and (f) of R.A. 8293 otherwise known as the Intellectual Property Code of the Philippines.

This Bureau issued a Notice to Answer dated 17 February 2012 and served upon a copy thereof to Respondent-Applicant on 21 February 2012. The Respondent-Applicant filed its Answer on 02 April 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 18 April 2012 Order No. 2012-84 referring the case to mediation.

On 25 July 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:

1. The parties recognize and acknowledge each other's right to use, apply for, register and maintain their trademarks "FIESTA BRANDS AND DEVICE (Black and White)" and "FIESTA TROPICALE" and "FIESTA" in connection with their respective goods, as so stipulated in this Agreement.
2. GOLD RIBBON hereby undertakes that:
  - (a.) The use and registration of its "FIESTA" trademark in relation to goods under Class 29 shall be limited to what is enumerated and depicted in its Trademark Application No. 4-2011-005416, specifically frozen meat products, namely: chicken hotdog, cheese hotdog, cheesy chicken hotdog, cooked ham, spicy ham, sweet ham, spear ham, square ham, sliced ham, hamonado, ham and

cheese, pork chopped, crispy pork chopped, chicken nuggets, chicken strips, chicken fingers, beef crispy burger, crispy burger, crispy chicken burger, chicken burger, pork burger and beef burger;

(b.) GOLD RIBBON or its subsidiaries shall not use and/or apply for registration of the mark "FIESTA" for goods and/or finished products that are derived from coconuts, including, but not limited to the following: edible coconut oil, cooking oil, desiccated coconut, coconut milk powder, coconut cream, coconut milk, preparations made from cereals, bread, biscuits, cakes, pastry, confectionery, sauces, coconut water natural plus variants, among others; and

(c.) Should GOLD RIBBON or its subsidiaries desire to enter into food production, manufacturing, sale or distribution of goods and/or finished products that are derived from coconuts, such as those enumerated in the preceding paragraph, GOLD RIBBON or its subsidiaries shall not use the trademark "FIESTA" in whole or as a part of a mark.

3. FRESH FRUITS INGREDIENTS, INC., on the other hand, agrees:

(a.) To withdraw its opposition to, and allow the registration of, the trademark "FIESTA" in Class 29 limited those items enumerated and depicted in its Trademark Application No. 4-2011-005416 and to the terms and conditions present of this compromise agreement;

(b.) FRESH FRUITS INGREDIENTS, INC., and its subsidiaries shall not use or apply for registration the mark "FIESTA" trademark in relation to goods under Class 29 specifically frozen, processed or canned meat products;

(c.) Should FRESH FRUITS INGREDIENTS, INC., or its subsidiaries desire to enter into production, manufacturing, sale, or distribution of frozen, processed or canned meat products, FRESH FRUITS INGREDIENTS, INC., or its subsidiaries shall not use the trademark "FIESTA" in whole or as a part of a mark.

4. This Compromise Agreement shall be limited to the territory of the Philippines and shall bind the parties, their assignees or successors-in-interest exclusively.

5. The parties hereby release, waive and quitclaim any and all claims or causes of action against each other related to or involved in any of the matters alleged in IPC No. 14-2011-00543.

6. The parties undertake to observe the terms and conditions of this Agreement in utmost good faith.

7. Each party shall bear its respective expenses, including but not limited to, attorney's fees and filing fees, incurred in this case.

8. This Agreement shall become effective and enforceable immediately upon approval by the IP Phil of a duly signed copy thereof.

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>

**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. 4-2011-005416 be returned, together with a copy of this Decision, to the Bureau of Trademarks (BOT) for information and appropriate action.

**SO ORDERED.**

Taguig City, 10 September 2012.

  
ATTY. NATHANIEL S. AREVALO

*Director IV*  
*Bureau of Legal Affairs*



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