



HEIRS OF ARISTOTLE TIU, ET. AL.,  
Complainants,

-versus-

CEDRIC VLADIMIR U. DY, ET. AL.,  
Respondent.

IPV No. 10-2011-00021

For: Infringement of Utility Model  
with Prayer for Preliminary  
Injunction and Damages

X-----X

### NOTICE OF DECISION

#### **SIOSON SIOSON & ASSOCIATES**

Counsel for the Complainants  
Unit 903 AIC-BURGUNDY EMPIRE TOWER  
ADB Avenue corner Garnet & Sapphire Roads  
Ortigas Center, Pasig City

#### **BENGZON NEGRE UNTALAN**

Counsel for Respondent  
2/F SEDCCO Building  
Rada corner Legaspi Streets  
Legaspi Village, Makati City

#### **GREETINGS:**

Please be informed that Decision No. 2013 - 14 dated November 05, 2013 (copy enclosed) was promulgated in the above entitled case.

Taguig City, November 05, 2013.

For the Director:

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



HEIRS OF ARISTOTLE TIU, ET. AL., <i>Complainants,</i>	}	IPV NO. 10-2011-00021
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-versus -	}	For : Infringement of Utility Model
	}	with Prayer for Preliminary Injunction
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CEDRIC VLADIMIR U. DY, ET. AL., <i>Respondent.</i>	}	
x-----x	}	Decision No. 2013- <u>14</u>

### DECISION BASED ON COMPROMISE AGREEMENT

HEIRS OF ARISTOTLE TIU, WENDY SY TIU, representing herself and her minor children AVA WENDY SY TIU and WESLEY ARISTOTLE TIU ("Complainants") filed on 19 September 2011, a complaint against CEDRIC VLADIMIR UY DY, INA RAMOS, and JOHN DOE ("Respondents") for alleged Infringement of Utility Model. The Complainants assail the Respondents' alleged unauthorized selling, distributing and advertising of footwear under the name and guise of SWAP Straps with exactly the same design and style as that of Complainants' patented Utility Model.

This Bureau issued a Notice to Answer and served a copy thereof to Respondents on 04 November 2011. The Respondents filed their Answer on 14 November 2011 refuting the material allegations of the Complainant.

On 30 October 2013, the parties filed a Compromise Agreement, the pertinent portions thereof reads, as follows:

- "1. That the parties have clarified and settled all disputes and claims they have against each other in relation to the above captioned case, without admitting any fault or liability.
- "2. That by way of compromise, Complainant shall pay Respondent the amount of ONE HUNDRED THOUSAND PESOS (Php100,000.00), payable upon the signing of this Agreement.
- "3. That the parties hereby completely release and forever discharge the other party, their respective representatives, successors, heirs and assigns including direct or indirect predecessors and successors from any and all manner of claims, demands, actions, causes of action, suits, arbitration proceedings, debts, costs, judgments, executions, claims and demands of whatsoever nature, direct or indirect known and unknown asserted or unasserted, matured or not matured, which the parties have or hereinafter, arising out of or in any manner relating to all events or circumstances involved in IPV No. 10-2011-00021.
- "4. That this Compromise Agreement shall constitute a full and final settlement of the claims of the parties in this case.

"5. The parties agree to faithfully comply with the terms and conditions of this Compromise Agreement. Should any of the parties fail or refuse to comply with this Compromise Agreement, the aggrieved party shall be entitled to enforce the agreement by applying the execution with the Bureau of Legal Affairs of the Intellectual Property Office."

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, with the approved COMPROMISE AGREEMENT having the force and effect of a decision or judgment, the parties are enjoined to faithfully comply with the terms set forth therein.

**SO ORDERED.**

Taguig City, 05 November 2013.

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

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