



IN & OUT CORPORATION,
Complainant,

-versus-

ALVIN TANSENGCO CO, doing business
under the name "SHUTA TRADING",
Respondent .

IPV No. 10-2013-00002

For: Industrial Design Infringement
Injunction, and Damages with Prayer
for a Writ of Preliminary Injunction

X-----X

NOTICE OF DECISION

BAGAY-VILLAMOR & FABIOSA
Counsel for the Complainant
Unit 107, Building A, Oakridge Business Center
880 A.S. Fortuna Street, Mandaue City, Cebu

SALVADOR & PARUNGAO LAW OFFICES
Counsel for Respondent
2801 Ayala FGU Center
Ayala Avenue, Makati City

GREETINGS:

Please be informed that Decision No. 2014 - 03 dated March 31, 2014 (copy enclosed) was promulgated in the above entitled case.

Taguig City, March 31, 2014.

For the Director:

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



IN & OUT CORPORATION, } IPV No. 10-2013-00002
Complainant, }
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- versus - } FOR: Industrial Design Infringement
 } Injunction, and Damages with Prayer
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under the name "SHUTA TRADING", }
Respondent. }
x-----x Decision No. 2014- 03

DECISION BASED ON COMPROMISE AGREEMENT

IN & OUT CORPORATION ("Complainant") filed on 01 February 2013, a complaint against ALVIN TANSENGCO CO, doing business under the name "SHUTA TRADING" ("Respondent") for alleged Infringement of Industrial Design. The Complainant assails the Respondent's alleged unauthorized importing, manufacturing, offering for sale, selling, and distributing sandals that infringe on the Complainant's Industrial Design Registration No. 3-2009-000584.

This Bureau issued a Notice to Answer and served a copy thereof to Respondent on 14 March 2013. The Respondent filed his Answer on 10 April 2013 refuting the material allegations of the Complainant.

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 03 May 2013 Order No. 2013-105 referring the case to mediation. On 20 June 2013, the ADR Services of this Bureau submitted a Mediation Report indicating the unsuccessful mediation of the instant case.

On 26 March 2014, the parties filed a Joint Motion for Judgment Based on Compromise Agreement, the pertinent portions thereof reads, as follows:

NOW, THEREFORE, the parties hereby freely agree to the following terms and conditions with full knowledge of the consequences thereof:

" x x x

"B) IPV No. 10-2013-00002 (IN & OUT CORPORATION vs. ALVIN T. CO, for the infringement of IN & OUT CORPORATION's Industrial Design No. 3-2009-000584).

"5. Upon the execution of this Agreement, Mr. CO shall stop importing, manufacturing, selling, selling, and/or distributing sandals or footwear whose design is based or is similar to the design covered by Industrial Design No. 3-2009-000584).

"6. Mr. CO shall not apply for the registration of sandals or footwear that are

similar or infringe on the design covered by IN & OUT CORPORATION's Industrial Design No. 3-2009-000584.

"7. IN & OUT CORPORATION hereby waives, renounces, abandons, withdraws, and dismisses all its causes of action and claims for damages, attorney's fees, and litigation costs in IPV NO. 10-2013-00002, against Mr. CO.

"8. Mr. CO hereby waives, renounces, abandons, withdraws, and dismisses all his counterclaims for damages, attorney's fees, and litigation costs in IPV No. 10-2013-00002, against IN & OUT CORPORATION.

" x x x

General Provisions

"11. This Compromise Agreement and any and all of its terms, conditions, and obligations shall be binding against each party and their successors and assigns.

"12. This Compromise Agreement shall be the basis of a Decision to be issued by the Office of the Director General and the Bureau of Legal Affairs of the Intellectual Property Office in these three cases."

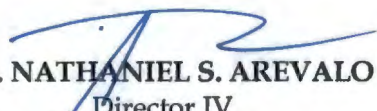
This Bureau evaluated the COMPROMISE AGREEMENT and finds that the same has been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, good customs, public order or public policy.

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.¹

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, 31 March 2014.


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

/oanj_MVD

¹ Office Order No. 154 Series of 2010.