



LANCOME PARFUMS ET BEAUTE & CIE,  
Opposer,

-versus-

COSMETIQUE ASIA CORPORATION,  
Respondent- Applicant.

X-----X

} IPC No. 14-2012-00043  
} Opposition to:  
} Appln. Serial No. 4-2011-004005  
} Date Filed: 06 April 2011  
} TM: "JUICY"  
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}

### NOTICE OF DECISION

#### QUISUMBING TORRES LAW OFFICES

Counsel for Opposer  
12<sup>th</sup> Floor, Net One Center  
26<sup>th</sup> Street corner 3<sup>rd</sup> Avenue, Crescent Park West  
Bonifacio Global City, Taguig City

#### FILIPINO & ASSOCIATES

Counsel for Respondent-Applicant  
B6 L 46 Aphrodite St., Villa Olympia 6  
4023 San Pedro, Laguna

#### GREETINGS:

Please be informed that Decision No. 2014 - 13 dated January 17, 2014 (copy enclosed) was promulgated in the above entitled case.

Taguig City, January 17, 2014.

For the Director:

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



LANCOME PARFUMS ET BEAUTE & CIE, } <i>Opposer,</i> } } } -versus- } } } COSMETIQUE ASIA CORPORATION, } <i>Respondent-Applicant.</i> } x-----x	IPC No. 14-2012-00043  Opposition to: Appln. No. : 4-2011-004005 Date Filed: 6 April 2011  TM: JUICY Decision No. 2014- 13
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**DECISION BASED ON  
COMPROMISE AGREEMENT**

LANCOME PARFUMS ET BEAUTE & CIE, ("Opposer") filed on 26 March 2012 an opposition to Trademark Application Serial No. 4-2011-004005. The application, filed by COSMETIQUE ASIA CORPORATION, ("Respondent-Applicant"), covers the mark "JUICY" for use on goods under International Class 03.

Pursuant to the Regulations on Inter Partes Proceedings, this Bureau issued a Notice to Answer and served a copy thereof Respondent-Applicant on 5 June 2012. The Respondent-Applicant filed his Answer on 6 August 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 Settlement Period*"), this Bureau issued on 15 November 2012 Order No. 2012-213 referring the case to mediation.

On 15 January 2014, the ADR Services of this Bureau submitted a Mediation Report submitting a copy of the parties' Settlement Agreement. The pertinent portions of the SETTLEMENT AGREEMENT reads, as follows:

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants in this Agreement, the Parties hereby agree as follows:

"1. Obligations of the Respondent

"1.1 Respondent may continue to distribute JUICY cologne, JUICY deodorant, and JUICY perfumed lotion in their current and design, and at their current price ranges, directed to the relevant segments of the market that are targeted by Respondent (i.e., "C", "D" and "E" markets).

"1.2 Respondent undertakes not to launch products which are confusingly similar to products of Opposer, or directly complete with Opposer's products at the relevant market segment (s) in which Opposer operates. Respondent shall exert all reasonable efforts to distinguish its goods from those of Opposer and shall not use its JUICY mark in any manner that would create confusion among the general public as to the source or origin of its goods bearing the JUICY mark.

"1.2. Respondent undertakes to conduct a due diligence on which mark or branding to use before launching a new product to avoid any similar issues with Opposer.

"2. Obligations of the Opposer

"2.1 The Opposer shall, by virtue of this Agreement, withdraw the Opposition. Upon execution of this Agreement, the Opposer shall file, jointly with the Respondent, the requisite motion to dismiss the Opposition with the IPO based on the terms of this Agreement.

"3. The parties hereby fully and comprehensively release, forgive, quitclaim, and discharge each other, from any and all claims, demands, obligations, liabilities, indebtedness, causes of action and expenses, that each may have had against the other up to the date of execution of this Settlement Agreement, as well as during the Exhaustion Period, relating to the use and registration of the Opposed Mark.

"4. The Parties acknowledge that their respective signatories have full authority and/or have secured the necessary approvals to execute, and do execute, this Settlement Agreement on behalf of their principals and those acting under their principals' authority and that the Parties have the authority to comply with the promises, obligations, undertakings and acknowledgments made in this Settlement Agreement. The Parties further acknowledge that they have executed this Settlement Agreement voluntarily with full knowledge of its consequences under the law.

"5. This Agreement shall be binding upon and inure to the benefit of the Parties and their employees and officers and assigns or successors-in-interest. The terms and conditions of this Agreement may be amended, waived or modified only by agreement in writing signed by the parties or their respective assigns or successors in interest.

"6. Except to the extent that the Parties will submit this Settlement Agreement to the IPO for approval, both Parties shall not disclose to any third party or publicly disseminate any information relating to the transactions or negotiations between them and/or their representatives with respect to this Settlement Agreement.

"7. This Agreement shall be interpreted and construed exclusively under Philippine Laws."

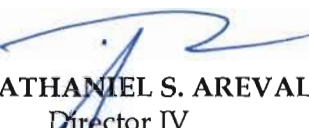
This Bureau evaluated the SETTLEMENT AGREEMENT and finds that the same has been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, good customs, public order or public policy.

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' Settlement Agreement is hereby APPROVED. Accordingly, the instant opposition case is hereby DISMISSED. Let the filewrapper of Trademark Application No. 4-2011-004005 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

**SO ORDERED.**

Taguig City, 17 January 2014.

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

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