



MUTYA PUBLISHING HOUSE, INC., ET. AL.,
Complainants,

IPV No. 10-2011-00030

For : Copyright Infringement

-versus-

FATIMA MEDICALSCIENCE FOUNDATION, INC./
OUR LADY OF FATIMA UNIVERSITY as represented
by its President, Dr. Caroline Marian S. Enriquez,
Respondent,

X-----X

NOTICE OF DECISION

REAN MAYO D.V. JAVIER

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MIGALLOS & LUNA LAW OFFICES

Counsel for Respondent
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GREETINGS:

Please be informed that Decision No. 2012 - 04 dated June 27, 2012 (copy enclosed) was promulgated in the above entitled case.

Taguig City, June 27, 2012.

For the Director:

Atty. GINALYN S. BADIOLA
Hearing Officer, BLA

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



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OUR LADY OF FATIMA UNIVERSITY as represented }
by its President, Dr. Caroline Marian S. Enriquez, }
Respondent-Applicant. }
x-----x Decision No. 2012 - 04

**DECISION
BASED ON COMPROMISE AGREEMENT**

MUTYA PUBLISHING HOUSE, INC., ET. AL. ("Complainant"), filed on 19 December 2011, a complaint against FATIMA MEDICAL SCIENCE FOUNDATION, INC./OUR LADY OF FATIMA UNIVERSITY ("Respondent") for alleged copyright infringement. The Complainant assails the Respondent's alleged unauthorized copying of Complainant's books.

The Respondent filed his Answer on 01 January 2012 refuting the material allegations of the Complainant.

On 09 January 2012, the Respondent-Applicant filed its Answer refuting the material allegations of the Opposer.

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 19 January 2012 Order No. 2012-24 referring the case to mediation.

On 22 June 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:

"NOW, THEREFORE, for and in consideration of the foregoing and subject to the terms and conditions stated hereunder, plaintiffs and defendant hereby agree:

"1. Upon approval by the Court of this Agreement and issuance of judgment based on this Agreement, defendant shall destroy or cause to be destroyed, in the presence of the authorized representative/s of plaintiffs, the 875 copies of "*Filipino 1A (Komunikasyon sa Akademikong Filipino)*" left in its possession or control, which include those used as references and instructional materials in its libraries and/or any other place found/located within the campus of and/or under the control and

supervision of the Our Lady of Fatima University, it being understood and represented by defendant that there are no more copies of "*Filipino 2 (Pagbasa at Pagsulat Tungo sa Pananaliksik)*" within its possession or control. Plaintiffs, through any of their authorized representatives, Mr. Jerome Katipunan and/or Dr. Rolando Bernales, shall inspect the premises of defendant prior to the destruction of the foregoing course books, specifically the areas where the *Filipino 1A (Komunikasyon sa Akademikong Filipino)* and *Filipino 2 (Pagbasa at Pagsulat Tungo sa Pananaliksik)* books were stored and/or sold, to determine if the number of course books to be destroyed stated above is correct. Defendant shall shoulder the cost of the destruction of the books and, if necessary, secure the necessary permit/s for undertaking the destruction.

"2. After the inspection under Section 1 above, the plaintiffs' representative/s shall execute a Confirmation on Number Books to be Destroyed After Inspection, a form of which is attached as Annex "A", before the said destruction, and the defendant shall proceed to destroy the number of course books indicated in the said document.

"3. Upon destruction of the books done pursuant to paragraph 1 of this Compromise Agreement, plaintiffs shall execute an Acknowledgment and Confirmation Re: Destruction of Course Books substantially in the form of Annex "B" hereof. No other document shall be required to be presented and/or executed by the parties under paragraph 1 of this Compromise Agreement.

"4. Defendant and its authors namely Jocelyn Burabo, Evangeline Bueno, Lucila Cecilio and Anacoreta Salazar, or their duly authorized representative, shall, upon approval hereof and issuance of Judgment based on this Agreement, execute an apology in respect of portions of "*Komunikasyon sa Makabagong Panahon*", "*Pagbasa at Pagsulat sa Iba't-Ibang Disiplina*" and "*Kritikal na Pagbasa at Lohikal na Pagsulat Tungo sa Pananaliksik*" which plaintiffs claim to have been copied/reproduced without their consent and knowledge by defendant in "*Filipino 1A (Komunikasyon sa Akademikong Filipino)*" and "*Filipino 2 (Pagbasa at Pagsulat Tungo sa Pananaliksik)*" published by defendant, substantially in the form as Annex "C" hereof.

"5. Defendant shall, upon approval hereof and issuance of Judgment based on this Agreement, pay plaintiffs, through their authorized representatives under the Secretary's Certificate and Special Power of Attorney attached to the Complaint dated 21 November 2011, Mr. Jerome Katipunan and Dr. Rolando Bernales, the amount of Four Hundred Thousand Pesos (P400,000.00) as and in full settlement of plaintiffs' claims against defendant subject of the Complaint and those which plaintiffs, in law or equity, may have arising from or connected with the subject thereof.

"6. Plaintiffs shall acknowledge in writing receipt of the apology mentioned in paragraph 4 and the amount mentioned in paragraph 5. No other document shall be required to be presented and/or executed by the parties in relation to paragraphs 4 and 5 of this Compromise Agreement.

"7. Plaintiffs, effective upon or simultaneous with compliance by defendant with paragraphs 1 to 5 of this Compromise Agreement, thereby waive and relinquish, freely and voluntarily, forever, completely and absolutely, and irrevocably release and forever discharge, the defendant, its directors, trustees, officers, stockholders, members, faculty, employees and representatives, including authors of the course books of defendant subject of the Complaint, their successors-in-interests and assigns, from any and all claims, demands, suits, causes of action, damages, costs, expenses, obligations and liabilities whatsoever, known or unknown, which the plaintiffs or their respective families have or may have, or which the directors, officers and stockholders of Mutya Publishing House, Inc. have or may have, in law or equity, arising from or in connection with Complaint and the subject matter thereof.

"8. Plaintiffs shall comply with the above obligations in paragraphs 1 to 5, within ten (10) days from receipt of the Judgment rendered pursuant to the Compromise Agreement. Other than those mentioned in this Compromise Agreement, the parties shall not be required to perform any other action and/or obligation or sign/execute and other document.

"9. Plaintiffs and defendant shall be solely responsible for their respective expenses incurred in connection with this case.

"10. Plaintiffs and defendant warrant that they have full power and authority to execute and deliver this Compromise Agreement, and to perform their obligations hereunder; that the execution and delivery of this Compromise Agreement, and the performance of the obligations hereunder, do not and will not violate any applicable laws or regulations and will not conflict with or result in a breach of any contract, agreement or other obligation to which any of them is a party.

"11. Lastly, plaintiffs and defendant hereby affirm that they fully understand this Compromise Agreement, that its contents have been translated and explained to them in a language they understand and that they have sought and secured legal advice where appropriate. Thus, failure on the part of either party to comply with their respective obligations under this Compromise Agreement shall entitle the aggrieved party to immediately resort to this Honorable Office for enforcement of the provisions contained herein, and to collect whatever expense may be incurred in enforcing this Compromise Agreement.

"12. This Compromise Agreement shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

"13. This Agreement may be signed in any number of counterparts. Any single counterpart or a set of counterparts signed, in either case, by the parties hereto shall constitute a full and original agreement for all purposes.

This Bureau finds that the Compromise Agreement has been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, good custom,

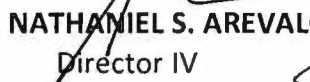

public order or public policy.

In this regard, 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. (Sec. 5, Office Order No. 154, s. 2010)

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, 27 June 2012.


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

gsb/cpb