



RICH PRODUCTS CORPORATION,
Opposer,

-versus-

KRISDIANTO LESMANA,
Respondent-Applicant.

X-----X

}
} IPC No. 14-2010-00286
} Opposition to:
} Appln. Serial No. 4-2010-001369
} Date Filed: 08 February 2010
} TM: "RICHEESE AND DESIGN"

NOTICE OF DECISION

POBLADOR BAUTISTA AND REYES
Counsel for the Opposer
5th Floor, SEDCCO Building
120 Rada corner Legaspi Streets, Legaspi Village
Makati City

FEDERIS AND ASSOCIATES LAW OFFICES
Counsel for Respondent-Applicant
Suite 2004 & 2005, 88 Corporate Center
141 Valero corner Sedeno Streets, Salcedo Village
Makati City

GREETINGS:

Please be informed that Decision No. 2012 – 173 dated September 11, 2012 (copy enclosed) was promulgated in the above entitled case.

Taguig City, September 11, 2012.

For the Director:

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

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



RICH PRODUCTS CORPORATION,	}	IPC No. 14-2010-00286
Opposer,	}	Opposition to:
	}	
- versus -	}	Appln. Serial No. 4-2010-001369
	}	Date Filed: 08 February 2010
KRISDIANTO LESMANA,	}	Trademark: RICHEESE AND DESIGN
Respondent-Applicant.	}	
x-----x		Decision No. 2012 - <u>173</u>

DECISION BASED ON COMPROMISE AGREEMENT

RICH PRODUCTS CORPORATION ("Opposer") filed on 23 November 2010 an opposition to Trademark Application Serial No. 4-2010-001369. The application filed by **KRISDIANTO LESMANA** ("Respondent-Applicant") covers the mark **RICHEESE AND DESIGN** for use on goods under Classes 29 and 30. The opposition is anchored on Sections 123.1 (d) of R.A. 8293 otherwise known as The Intellectual Property Code of the Philippines.

On 08 August 2011, 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 12 August 2011 Order No. 2011-250 referring the case to mediation.

On 11 September 2012, the parties filed a Joint Motion to Approve Compromise Agreement with the attached COMPROMISE AGREEMENT. The pertinent portions of the document reads:

"NOW, THEREFORE, for and in consideration of the foregoing, OPPOSER and APPLICANT have agreed to settle amicably IPC No. 14-2010-00284 and IPC No. 14-2010-00286 under the following terms and conditions:

"1. APPLICANT shall amend Application No. 4-2010-001368 for the "RICHOCO AND DESIGN" mark by deleting the following goods from Class 30; 'confectionery; chocolate confectionery; chocolate flavoured confectionery; confectionery bars; snack foods consisting principally of confectionery; snack bars containing dried fruits (confectionery); snack bars containing grains (confectionery) snack bars containing nuts (confectionery) and cookies; cakes; chocolate cakes; sponge cakes.' The amended list of goods under Class 30 for Application No. 4-2010-001368 for the 'RICHOCO AND DESIGN' mark shall, thus, read as follows:

"CLASS 30- biscuits; chocolate flavored biscuits; chocolate biscuits; wafers (biscuits); chocolate covered wafer biscuits; chocolate caramel wafers; chocolate flavored cereal based snack foods; chocolate flavored rice based snack foods; chocolate flavored snack foods made from corn; snack bars consisting of chocolate; candy bars; non-medicated candy; chocolate chips; crackers; chocolate coated or chocolate flavored crackers."

"2. APPLICANT shall amend Application No. 4-2010-001369 for the 'RICHEESE AND DESIGN' mark by deleting the following goods from Class 30: 'confectionery; confectionery bars; snack foods consisting principally of confectionery; snack bars containing dried fruits (confectionery); snack bars containing grains (confectionery), snack bars containing nuts (confectionery)' and 'cookies; cakes; cheesecakes; sponge cakes.' The amended list of goods under Class 30 for Application No. 4-2010-001369 for the 'RICHOCO AND DESIGN' mark shall, thus, read as follows:

"Class 30- biscuits; cheese flavored biscuits; wafers (biscuits); cereal snack foods flavored with cheese; rice based snack foods flavored with cheese; snack foods made from corn flavored with cheese; candy bars; non-medicated candy; crackers' cheese crackers."

"3. OPPOSER shall file motions to withdraws its Verified Oppositions in IPC No. 14-2010-00284 and IPC No. 14-2010-00286 simultaneously with APPLICANT'S filing with the BOT of amended applications for trademark registration for the 'RICHOCO AND DESIGN' and the 'RICHEESE AND DESIGN' marks as set forth in paragraphs 1 and 2 hereof.

"4. The invalidation of any one of the terms and conditions of this AGREEMENT shall in no way affect any of the other terms, conditions, restrictions or provisions hereof, and the same remain in full force and effect.

"5. No modification or alteration of this AGREEMENT shall be considered as having been made unless executed in writing and duly signed by the parties hereto. If any part thereof be declared null and void by competent authority, the other parts not affected shall thereby remain valid and binding between the parties.

"6. No waiver by the parties, or failure by the parties to require performance by one against the other of any of the terms of this AGREEMENT, or other forbearance or indulgence granted to each other, shall release, discharge, or in any manner affect or prejudice the right of either party at any subsequent time to require strict and full performance by one against the other or any or all of its obligations herein.

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 submitted Compromise Agreement is hereby **APPROVED**. With the approved Compromise Agreement having the force and effect of a decision or judgment, the parties are hereby enjoined to faithfully comply with the terms set forth therein. Accordingly, the instant opposition is hereby **DISMISSED**.

Let the filewrapper of Trademark Application Serial No. 4-2010-001369 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

SO ORDERED.

Taguig City, 11 September 2012.



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

cpb