



SAN MIGUEL PURE FOODS COMPANY, INC., }  
Opposer, }  
 }  
-versus- }  
 }  
 }  
GOLD RIBBON FOOD INC., }  
Respondent- Applicant. }

IPC No. 14-2012-00544  
Opposition to:  
Appln. Serial No. 4-2011-005416  
Date Filed: 12 May 2011  
TM: "FIESTA"

x-----x

**NOTICE OF DECISION**

**BENGZON NEGRE UNTALAN**  
Counsel for the Opposer  
2<sup>nd</sup> Floor, SEDCCO Building  
Rada corner Legaspi Streets  
Legaspi Village, Makati City

**BADUEL \* ESPINA & ASSOCIATES**  
Counsel for Respondent-Applicant  
Suite 307, GMC Plaza Bldg.  
Legaspi Extn. Cor. M.J. Cuenco Avenue  
Cebu City

**GREETINGS:**

Please be informed that Decision No. 2013 - 177 dated September 04, 2013 (copy enclosed) was promulgated in the above entitled case.

Taguig City, September 04, 2013.

For the Director:

**ATTY. PAUSI U. SAPAK**  
Bureau of Legal Affairs



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**GOLD RIBBON FOOD INC.,** }  
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**IPC No. 14-2011-00544**

Opposition to:

Appln. Serial No.: 4-2011-005416

Date Filed: 12 May 2011

Trademark: **"FIESTA"**

Decision No. 2013- 177

**DECISION BASED ON  
COMPROMISE AGREEMENT**

**SAN MIGUEL PURE FOODS COMPANY INC.,** ("Opposer") filed on 06 February 2012 an opposition to Trademark Application Serial No. 4-2011-005416. The application filed by **GOLD RIBBON FOOD INC.,** ("Respondent-Applicant") covers the mark **"FIESTA"** for use on goods under Class 29.

This Bureau issued a Notice to Answer dated 23 February 2012 and served a copy thereof upon the Respondent-Applicant on 05 March 2012. The Respondent-Applicant filed its Answer via registered mail on 30 March 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 and Settlement Period*"), this Bureau issued on 18 April 2012 Order No. 2012-85 referring the case to mediation.

On 11 June 2012 a Compromise Agreement duly signed by the parties was submitted for the approval of this Bureau. The pertinent portion of the COMPROMISE AGREEMENT reads, as follows:

"1. Respondent-Applicant Gold Ribbon Foods Inc. undertakes and agrees that Application No. 4-2011-005416 shall be amended and the words HAM, COOKED HAM, SPICY HAM, SWEET HAM, SPEAR HAM, SQUARE HAM, SLICED HAM, HAMONADO, HAM AND CHEESE be deleted in the list of products covered by the application.

"2. With the deletion of the words HAM, COOKED HAM, SPICY HAM, SWEET HAM, SPEAR HAM, SQUARE HAM, SLICED HAM, HAMONADO, HAM AND CHEESE, Respondent-Applicant agrees that Application No. 4-2011-005416 shall not cover pork ham products, whether or not frozen.

"3. In consideration of the amendment, Opposer agrees that its Opposition to Application 4-2011-005416 shall be considered and deemed withdrawn.

"4. With the withdrawal of the Opposition to Application No. 4-2011-005416, Respondent-Applicant likewise agrees that its counterclaims shall be considered and deemed withdrawn.

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

"6. Violation of the terms of this Agreement shall entitle the aggrieved party to avail of the rights and remedies available under the law, including but not limited to the filing of an action for trademark infringement before the proper tribunal or court of law and the filing of an application for a writ of search and seizure against the infringing items.

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

"8. Each Party shall bear its own costs and expenses incurred in carrying out each of their respective undertakings and obligations required by this Agreement.

"9. This Agreement will be executed in counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement upon the signing of both Parties.

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, the instant opposition case is hereby **DISMISSED**. Let the filewrapper of Trademark Application Serial No. 4-2011-005416 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

**SO ORDERED.**

Taguig City, 04 September 2013.



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