



JO-ES PUBLISHING HOUSE, INC., PACITA
L. PERUCHO, MILA G. SANTILLAN, MILA
G. AGDA, CRESENCIA V. FLORES, DIGIE
ROSALES CRUZ, CID ALCARAZ, EMILIA T.
CAISIP, LYDIA T. TIZON and JISELA NAZ
ULPINA,

Complainants,

-versus-

CARMEN LEYCO, doing business under the
name and style FEL JOHN ACADEMY,
Respondent.

X-----X

IPV No. 10-2014-00027

For : Copyright Infringement

NOTICE OF DECISION

**JAVIER SANTIAGO TORRES
AND GORRICETA LAW OFFICES**

Counsel for the Complainants
Suite 206, Strata 2000, F. Ortigas Jr. Avenue
Ortigas Center, Pasig City

ATTY. MONTINI FELICILDA


Counsel for the Respondent
Unit 1902-A Philippine Stock Exchange Centre
East Tower, Exchange Road, Ortigas Center
Pasig City

GREETINGS:

Please be informed that Decision No. 2015 - 02 dated March 20, 2015 (copy enclosed) was promulgated in the above entitled case.

Taguig City, March 20, 2015.

For the Director:


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



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Decision No. 2015- 02

**DECISION BASED ON
 COMPROMISE AGREEMENT**

JO-ES PUBLISHING HOUSE, INC., PACITA L. PERUCHO, MILA G. SANTILLAN, MILA G. AGDA, CRESENCIA V. FLORES, DIGIE ROSALES CRUZ, CID ALCARAZ, EMILIA T. CAISIP, LYDIA T. TIZON and JISELA NAZ ULPINA ("Complainants") filed on 29 September 2014, a complaint against CARMEN LEYCO ("Respondent"). The Complainants assail the Respondent's alleged unauthorized reproduction of Complainants' copyrighted books, i.e., Learn & Experience Science for Grade 3, Let's Create Sing & Move for Grade 5, New Generation Legacy for Grade 3, Panitikan I, Pintig II and Math Builders II, and other copyrighted books of Complainants, and the sale and distribution of photocopy versions thereof.

This Bureau issued a Notice to Answer and served a copy thereof to Respondent on 09 October 2014. The Respondent filed her on 29 October 2014 refuting the material allegations of the Complainants.

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 12 November 2014 Order No. 2014-174 referring the case to mediation.

On 12 March 2015, the Alternative Dispute Resolution Services of this Bureau submitted a Mediation Report submitting a copy of the parties' COMPROMISE AGREEMENT, the pertinent portions thereof read, as follows:

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 the signing of this Agreement, defendant shall execute a Certification that she has not retained any photocopied versions of the copyrighted books and an Undertaking that

she will be liable for liquidated damages should she be caught in violation of her certification. The Certification and Undertaking shall be attached integrally herewith as Annex "A". On 21 March 2015, plaintiffs, through their authorized representatives, shall inspect the premises of the defendant to determine if she has retained photocopied versions of the copyrighted books subject of the case at bar.

"2. Also, on 21 March 2015, defendant shall surrender to plaintiffs and/or their representative the items listed in Annex "B" of this Agreement at the condition they were inspected on 29 January 2015.

"3. Defendant shall execute an apology which shall be attached integrally herewith as Annex "C".

"4. Defendant shall pay plaintiffs, through their authorized representatives, the amount of One Hundred Fifty Thousand Pesos (P 150,000.00) as and in the full settlement of plaintiff's 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.

"5. Plaintiffs and defendant hereby waive and relinquish, freely and voluntarily, forever, completely and absolutely, and irrevocably release and forever discharge each other, their directors, trustees, officers, stockholders, members, faculty, employees and representatives, 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 they have or may have, or which the directors, officers, and stockholders have or may have, in law or equity, arising from or in connection with Complaint and the subject matter thereof;

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

"7. Plaintiffs and defendant warrant that they have full power and authority to execute and deliver this Agreement, and to perform their obligations hereunder; that the execution and delivery of this 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.

"8. Lastly, plaintiffs and defendant hereby affirm that they fully understand this 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

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 Agreement.

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


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.

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, 20 March 2015.


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

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