



MUTYA PUBLISHING HOUSE INC.,
 DR. ROLANDO BERNALES, CRISTINA
 C. IRABAGON, NORMA R. ABESAMIS
 JOEY M. VILLANUEVA, HONORATO I.
 CABRERA, JR. and PETRA S. ORNOS,
 Complainants,

IPV No. 10-2012-00012

For : Infringement of Copyright
 with Prayer for Damages

-versus-

VERONICA C. ABANGAN, IRMA V.
 UGOT and LACSAMANA PRESS AND
 PUBLISHING CORP.,
 Respondents.

X-----X

NOTICE OF DECISION

REAN MAYO D.V. JAVIER
 Counsel for the Complainants
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 125 Pioneer Street, Mandaluyong City

VERONICA C. ABANGAN
IRMA V. UGOT
 For the Respondents
 c/o Cebu Doctor's University
 1 Dr. P. V. Larrazabal Avenue
 North Reclamation, Mandaue City
 Cebu

LACSAMANA PRESS AND PUBLISHING CORP.
 For the Respondent
 2330 Calderon Street
 Sta. Ana, Manila

GREETINGS:

Please be informed that Decision No. 2013 - 04 dated April 01, 2013 (copy enclosed) was promulgated in the above entitled case.

Taguig City, April 01, 2013.

For the Director:

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



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Decision No. 2013- 04

**DECISION BASED ON
 COMPROMISE AGREEMENT**

MUTYA PUBLISHING HOUSE INC., DR. ROLANDO BERNALES, CRISTINA C. IRABAGON, NORMA R. ABESAMIS, JOEY M. VILLANUEVA, HONORATO I. CABRERA, JR. and PETRA S. ORNOS ("Complainants") filed on 27 June 2012 a complaint for Copyright Infringement with prayer for damages against VERONICA C. ABANGAN, IRMA V. UGOT and LACSAMANA PRESS AND PUBLISHING CORP ("Respondents"). The alleged infringement of copyright relates to the books entitled "Komunikasyon Sa Makabagong Panahon" authored by complainants Bernales, Abesamis, Villanueva, Cabrera, Jr. and Ornos, among others, under Copyright Certificate of Registration and Deposit No. A 2011-750 issued on 30 March 2011¹ and "Mabisang Retorika Sa Wikang Filipino (Batayan at Sanayang-Aklat sa Filipino 3, Antas Tersyaryo" under Copyright Certificate of Registration and Deposit issued by the National Library on 19 August 2003² and published by Mutya Publishing House.

On 12 July 2012, this Bureau issued a Notice requiring Respondents to file their Answer. The Respondents filed their Answer on 24 October 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 30 October 2012 an Order referring the case for mediation.

On 26 March 2013, the Alternative Dispute Resolution Services of this Bureau submitted a Mediator's Report indicating a settlement by the parties' of the case. Attached to the report is the parties' COMPROMISE AGREEMENT, the pertinent portions of which read, as follows:

¹ See Annex "A" of the Complaint
² See Annex "A-1" of the Complaint

"1. By 30 April 2013, undersigned defendants shall destroy or cause to be destroyed, in the presence of the authorized representative/s of plaintiffs, any remaining copies of *Komunikasyon sa Akademikong Filipino (Filipino 1)* and *Pagbasa at Pagsulat Tungo sa Pananaliksik (Filipino 2)*, including any earlier or revised editions/versions thereof containing the infringing material, left in their possession or control, which include those used as references and instructional materials in libraries and/or any other place found/located within the campus of and/or under the control and supervision of the schools/universities/colleges where undersigned defendants are teachers/instructors/professors/consultants. Undersigned defendants shall shoulder the cost of the destruction of the books and, if necessary, secure the necessary permit/s for undertaking the destruction.

2. Once undersigned defendants have complied with paragraph 1 of this Compromise Agreement and there are no more remaining copies of the *Komunikasyon sa Akademikong Filipino (Filipino 1)* and *Pagbasa at Pagsulat Tungo sa Pananaliksik (Filipino 2)*, including any earlier or revised editions/versions thereof containing the infringing material, left in their possession or control, they shall execute a statement under oath attesting to the fact that they already caused the destruction of all or there are no more remaining copies of *Komunikasyon sa Akademikong Filipino (Filipino 1)* and *Pagbasa at Pagsulat Tungo sa Pananaliksik (Filipino 2)*, including any earlier or revised editions/versions thereof containing the infringing material, left in their possession or control. Said statement under oath shall further state that the undersigned defendants hold themselves liable to pay plaintiffs liquidated damages in the amount of Two Hundred Thousand Pesos (₱ 200,000.00) for every instance that plaintiffs discover or find that *Komunikasyon sa Akademikong Filipino (Filipino 1)* and *Pagbasa at Pagsulat Tungo sa Pananaliksik (Filipino 2)* containing the infringing material is still being published, being printed, being offered for sale, being circulated and/or being prescribed for use by undersigned defendants, her agents, assigns and/or successors-in-interest after 30 April 2013. xxx. The obligation to pay liquidated damages under this paragraph shall be complied with by undersigned defendants simultaneous with their obligation to prescribe the books mentioned in paragraph 4 of this Compromise Agreement within a period fixed therein, including the extension/s, and shall be without prejudice to any other relief/remedy that plaintiffs may avail of, which may include criminal action.

3. Undersigned defendants shall execute an apology in respect of the portions of "Komunikasyon Sa Makabagong Panahon" which plaintiffs claim to have been copied/ reproduced without their consent and knowledge by undersigned defendants in *Komunikasyon sa Akademikong Filipino (Filipino 1)* and *Pagbasa at Pagsulat Tungo sa Pananaliksik (Filipino 2)*, including any earlier or revised editions/versions thereof containing the infringing material, published by undersigned defendants. Undersigned defendants shall likewise certify in the apology that they have not authored, published, prescribed for use, used, offered for sale and sold *Komunikasyon sa Akademikong Filipino (Filipino 1)* and *Pagbasa at Pagsulat Tungo sa Pananaliksik (Filipino 2)*, including any earlier or revised editions/versions thereof containing the infringing material since 2013.

4. Undersigned defendant Abangan hereby agrees to display, circulate, offer for sale, and sell plaintiffs' books in her bookstore, Nina Educational and Book Supply, for a period of seven (7) years and shall ensure that a minimum number one thousand units of plaintiffs' book/s be purchased every semester. Should the minimum number of units of

the books fixed in this paragraph be not achieved within a period of seven (7) years, the obligation of undersigned defendant Abangan to recommend the use and/or prescribe as textbooks the aforementioned books, or the equivalent thereof, may be renewed/extended for as many number of years necessary to reach the minimum number of units. The display, circulation and sale of plaintiffs' books in the undersigned defendant Abangan's bookstore shall be on consignment basis and plaintiffs may conduct and inventory of the sales of their books at the end of each year that this Compromise Agreement is effective and in force, including extensions beyond the seven-year period initially provided.

5. Plaintiffs, effective upon or simultaneous with compliance by undersigned defendant with the foregoing paragraphs, thereby waive and relinquish, freely and voluntarily, forever, completely and absolutely, and irrevocably release and forever discharge undersigned defendants, their heirs, 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 plaintiff Mutya Publishing House, Inc. have or may have, in law or equity, arising from or in connection with the Complaint and the subject matter thereof.

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

7. Plaintiffs and undersigned defendants warrant that they have full power and authority to execute and deliver the 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 obligations to which any of them is a party.

8. Lastly, plaintiffs and undersigned defendants 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 applicable. 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.

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

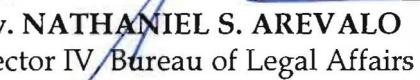
This Bureau finds that the Agreement has been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, good custom, public order or public policy.

In this regard, an approved Compromise Agreement shall have the effect of a decision or judgment on the case and shall be enforced in accordance with the pertinent rules of Intellectual Property Office of the Philippines 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 Compromise Agreement having the force and effect of a decision or judgment, the parties are hereby enjoined to comply with the terms and conditions set forth therein.

SO ORDERED.

Taguig City, 01 April 2013.


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