



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

-versus-

VERONICA C. ABANGAN, RAQUEL R.  
BARCERO, ROMANA S. GERA, JOHNER  
D. MONTEGRANDE and ACCORD  
PRINTING PRESS,  
Respondents.

IPV NO. 10-2012-00009

For: "COPYRIGHT INFRINGEMENT"

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**NOTICE OF DECISION**

**ATTY. REANO MAYO D.V.JAVIER**  
Counsel for Complainants  
9<sup>th</sup> Floor, Quad Alpha Centrum Bldg.  
125 Pioneer St., Mandaluyong City

**RICHARD A. ABANGAN**  
Counsel for Respondent  
c/o Carcar City Prosecutor's Office  
Carcar City, Cebu

**ATTY. IAN VINCENT C. MANTICAJON**  
Counsel for Respondents Gera and Barcero  
**FERNANDEZ & ASSOCIATES**  
Rm. 305, K & J Building, J. Llorente Street  
Cebu City 6000

**JOHNER D. MONTEGRANDE**  
Respondent  
c/o University of the Visayas, D. Jakosalem  
corner Colon Streets  
Cebu City, Cebu

**GREETINGS:**

Please be informed that Decision No. 2013 - 02 dated February 01, 2013 ( copy enclosed) was promulgated in the above entitled case.

Taguig City, February 01, 2013.

For the Director:

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



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Decision 2013- 02

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**DECISION BASED ON  
 COMPROMISE AGREEMENT**

MUTYA PUBLISHING HOUSE, INC., DR. ROLANDO BERNALES, NORMA R. ABESAMIS, JOEY M. VILLANUEVA, HONORATO I. CABRERA JR. AND PETRA S. ORNOS ("Complainants"), filed on 25 May 2012 a complaint for Copyright Infringement. This Bureau issued a Notice to Answer dated 13 June 2012 and served upon a copy thereof to VERONICA C. ABANGAN, RAQUEL R. BARCERO, ROMANA S. GERA, JOHNER D. MONTEGRANDE and ACCORD PRINTING PRESS ("Respondents"), on 23 June 2012. The Respondent Veronica C. Abangan filed her Answer with Counterclaim and Crossclaim on 13 July 2012, Respondents Raquel R. Barcero and Romana S. Gera filed their Joint Answer on 11 July 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 03 September 2012 Order No. 2012-172 referring the case to mediation.

On 29 January 2012, this Bureau's Alternative Dispute Resolution Services (ADRS) 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. Herein undersigned defendants shall destroy or cause to be destroyed, in the presence of the authorized representative/s of plaintiffs, any remaining copies of the 2008 edition of "*Komunikasyon sa Akademikong Filipino (Filipino 1)*", including any earlier or revised editions/versions thereof, 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 herein undersigned defendants are

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teachers/instructors/professors/consultants. Herein 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. If herein undersigned defendants have complied with paragraph 1 of this Compromise Agreement or if there are no more remaining copies of the 2008 edition of *"Komunikasyon sa Akademikong Filipino (Filipino 1)"*, including any earlier or revised editions/versions thereof, left in their possession or control, herein undersigned defendants shall execute a statement under oath attesting to the fact that they have already caused the destruction of all or there are no more remaining copies of the 2008 edition of *"Komunikasyon sa Akademikong Filipino (Filipino 1)"*, including any earlier or revised editions/versions thereof, left in their possession or control. Said statement under oath shall further state that herein undersigned defendants hold themselves liable to pay plaintiffs liquidated damages in the amount of Two Hundred Thousand Pesos (P 200,000.00) for every instance that plaintiffs discover or find that 2008 edition of *"Komunikasyon sa Akademikong Filipino (Filipino 1)"* is still being published, being printed, being offered for sale, being circulated and/or being prescribed for use by herein undersigned defendants, their agents, assigns and/or successors-in-interest. The statement under oath is attached integrally herewith as Annex "A". The obligation to pay liquidated damages under this paragraph shall be complied with by herein undersigned defendants simultaneous with their obligation to prescribe the books mentioned in paragraph 4 of this Compromise Agreement within the 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. Herein undersigned defendants shall execute an apology in respect of portions of *"Komunikasyon sa Makabagong Panahon"* which plaintiffs claim to have been copied/reproduced without their consent and knowledge by defendants in the 2008 edition of *"Komunikasyon sa Akademikong Filipino (Filipino 1)"*, including any earlier or revised editions/versions thereof. Herein undersigned defendants shall likewise certify in the apology that they have not authored, published, prescribed for use, used, offered for sale and sold the 2008 edition of *"Komunikasyon sa Akademikong Filipino (Filipino 1)"*, including any earlier or revised editions/versions thereof since October 2010.

"4. Herein undersigned defendants shall recommend the use and/or prescribe as textbook *"Komunikasyon sa Akademikong Filipino (Batayan at Sanayang Aklat sa Filipino 1, Antas Tersyarya)"* by Bernie B. Aldaca and Imelda J. Villarin and *"Pagbasa at Pagsulat Tungo sa Pananaliksik (Batayan at Sanayang Aklat sa Filipino 2)"* by Bernie B. Aldaca, or the equivalent thereof, both published by Maxcor Publishing House, Inc., or any Filipino book authored and published by plaintiffs related to the Filipino subject herein undersigned defendants are or will be teaching, to their students enrolled in said Filipino subjects, for a period of four (4) years, or the equivalent of eight (8) semesters and four (4) summers, beginning the first semester of school year 2013. During the period of four (4) years, a minimum of eighty percent (80%) of the enrollees in the Filipino subjects should purchase/acquire the *"Filipino 1"* or *"Filipino 2"* book, or the equivalent thereof, whichever book is applicable, or any Filipino book authored and published by plaintiffs. Herein undersigned defendants shall submit a certified list of the enrollees for Filipino subjects every semester to determine compliance. Should the minimum number of units of the books fixed in this paragraph be not achieved within the

period of four (4) years, the obligation of herein undersigned defendants 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. Should herein undersigned defendants be not able to or do not comply with their obligation under this paragraph for whatever reason, plaintiffs shall have the option to revive/refile the instant action or to demand that herein undersigned defendants propose an alternative/substitute/replacement to their obligation under this paragraph, without prejudice to asking this Honorable Office to enforce the provisions of this Compromise Agreement.

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

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

"7. Plaintiffs and defendants warrant 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.

"8. Lastly, plaintiffs and 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 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.

"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 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.<sup>1</sup>

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<sup>1</sup> Office Order No. 154 Series of 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 February 2013.

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