



ROLLWAY REALTY DEVELOPMENT CORPORATION represented by YEHLEN VILLANUEVA, Complainant,

-versus-

TWO SEASONS VILLAS HOT SPRING RESORT, represented by LEAH TEJADA SAN PEDRO, Respondent.

IPV No. 10-2011-00024

For : Trademark Infringement and Unfair Competition under R.A. 8293

X-----X

NOTICE OF DECISION

MARTELINO BACUNGAN AND CASEM LAW OFFICES Counsel for the Complainant 2nd Floor Rose Pharmacy Bldg. N. Domingo cor. G.B. Santos St. City of San Juan, Metro Manila

SAN PEDRO & PARTNERS LAW OFFICES Counsel for the Respondent 17th Floor, Strata 100 Building Ortigas Center, Pasig City

GREETINGS:

Please be informed that Decision No. 2012 - 05 dated September 11, 2012 (copy enclosed) was promulgated in the above entitled case.

Taguig City, September 11, 2012.

For the Director:

[Handwritten signature of Atty. PAUSI U. SAPAK]

Atty. PAUSI U. SAPAK Hearing Officer Bureau of Legal Affairs

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



ROLLWAY REALTY DEVELOPMENT CORPORATION represented by YEHLLEN VILLANUEVA, Complainant,

IPV No. 10-2011-00024

For : Trademark Infringement and Unfair Competition under R. A. 8293

-versus-

TWO SEASONS VILLAS HOT SPRING RESORT, represented by LEAH TEJADA SAN PEDRO, Respondent.

Decision No. 2012- 05

X-----X

DECISION BASED ON COMPROMISE AGREEMENT

ROLLWAY REALTY DEVELOPMENT CORPORATION, represented by YEHLLEN VILLANUEVA ("Complainant") filed on 06 October 2011, a complaint against TWO SEASONS VILLAS HOT SPRING RESORT, represented by LEAH TEJADA SAN PEDRO ("Respondent") for Trademark Infringement and Unfair Competition under R.A. 8293.

This Bureau issued a Notice to Answer dated 11 October 2011 and served upon a copy thereof to Respondent-Applicant on 08 November 2011. The Respondent-Applicant filed its Answer on 06 January 2012.

On 07 May 2012 this Bureau issued Order No. 2012-96 referring the case for Mediation. However, the parties failed to reach a settlement within the Mediation period. The Preliminary Conference was initially set on 04 July 2012.

On 15 August 2012, the parties submitted with this Bureau a Joint Motion for Judgment Based on Compromise Agreement. The pertinent portions of the Agreement read, as follows;

1. The SECOND PARTY hereby undertakes to change and remove the word "TWO" from its trade name and business name "Two Seasons Villas Hot Spring Resort", thus its new trade name and business name would be "Seasons Villas Hot Spring Resort".
2. The SECOND PARTY shall likewise make appropriate changes to its website www.2seasonsresort.com in accordance with the changes mentioned in item number 1. The domain name www.2seasonsresort.com shall hereafter be abandoned.
3. The SECOND PARTY shall apply for change of trade name before the Department of Trade and Industries for a new name, "Seasons Villas Hot

Spring Resort”, within thirty (30) days from the execution of This Agreement.

4. To guarantee such changes being implemented, the SECOND PARTY shall present a Department of Trade and Industries application for change of name to the FIRST PARTY and proof of changes executed in compliance therewith. Thereafter, herein FIRST PARTY must acknowledge its receipt.

5. The SECOND PARTY hereby undertakes and voluntarily assures the FIRST PARTY compliance with the provisions of Republic Act No. 8293 or otherwise known as the Intellectual Property Code of the Philippines.

6. The SECOND PARTY shall hereafter refrain from marketing or promoting its business under the trade name of “TWO SEASONS”.

7. The SECOND PARTY hereby undertakes and voluntarily assures the FIRST PARTY that it shall change its business name registration and effect the necessary changes consistent with this Agreement.

8. The parties recognize that upon the execution of this Agreement, any liability that they may have to each other, actual or perceived, is deemed waived and extinguished, with the exception of those obligations expressly stipulated in this Agreement, Thus, the parties are perpetually barred from instituting against each other any other action or proceeding involving facts and causes of action related to or identical to the Case, subject to the said exception.

9. This Agreement is the result of a negotiated settlement and may not be construed as having been prepared by any one party.

10. This Agreement is the only agreement between the parties relative to the settlement of the Case. There are no oral or ancillary agreements in connection with the said settlement.

11. This Agreement may be amended only by an instrument in writing, and signed by the parties.

12. This Agreement is entered into by and between the parties for the special, particular and sole purpose of compromising disputed claims and avoiding the inconvenience, risk, expense and uncertainty that would necessarily result from further litigation.

13. The parties agree that all the terms, provisions and agreements herein contained shall be deemed conditions as well as covenants and that if default or breach be made of any such covenants and conditions, then this Agreement shall be terminated and the guilty party shall be liable for any and all damages, actual and consequential, resulting from such default or breach.

14. The parties acknowledge that they have read and understood the consequences of this Agreement and execute the same intelligently, with absolute freedom from any intimidation, duress, coercion or threat.

15. This Agreement is intended to bind and benefit the parties, their heirs, agents, legal representatives, assigns and successors-in-interest.

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.

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, 11 September 2012.


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



/elmer/Joanne/