



SAN MIGUEL PURE FOODS COMPANY, INC., }
 Opposer, }
 }
 -versus- }
 }
 GLOCAL AGRAQ VENTURES, INC., }
 Respondent-Applicant. }

IPC No. 14-2012-00137
 Opposition to:
 Appln. Serial No. 4-2010-013369
 Filing Date: 09 Dec. 2010
 TM: "BONANZA"

X-----X

NOTICE OF DECISION

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GREETINGS:

Please be informed that Decision No. 2013 - 26 dated February 06, 2013 (copy enclosed) was promulgated in the above entitled case.

Taguig City, February 06, 2013.

For the Director:

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



**SAN MIGUEL PURE FOODS
COMPANY, INC.,**

Opposer,

-versus-

GLOCAL AGRAQ VENTURES, INC.,
Respondent-Applicant.

x-----x

IPC No. 14-2012-00137
Case Filed: 21 May 2012

Opposition to:
Appl. No. : 4-2010-013369
Filing Date: 09 December 2010

TM: "BONANZA"

Decision No. 2013- 26

**DECISION BASED ON
COMPROMISE AGREEMENT**

SAN MIGUEL PURE FOODS COMPANY, INC. ("Opposer") filed on 21 May 2012 an opposition to Trademark Application Serial No. 4-2010-013369. The application, filed by **GLOCAL AGRAQ VENTURES, INC.** ("Respondent-Applicant"), covers the mark "**BONANZA**" for use on goods under Class 29.

This Bureau issued a Notice to Answer dated 29 May 2012 and served upon a copy thereof to Respondent-Applicant on 31 May 2012. The Respondent-Applicant filed its Answer on 30 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 17 September 2012 Order No. 2012-188 referring the case to mediation.

On 18 December 2012 the ADR Services of this Bureau submitted a Mediation 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. The Parties mutually acknowledge and confirm that the use of their respective marks in connection with goods under Classes 29 and 30, i.e., SMPFC's "BONANZA AND DEVICE" Mark [*vide* Annex "C"] covered by Philippine Registration No. 4-2007-014153 and GAVI's mark "BONANZA" [*vide* Annex "D"] covered by Philippine Application No. 4-2010-013369, is likely to cause confusion among consumers on account of the visual and phonetic similarities between the said marks.
2. Apart from Application No. 4-2010-013369, GAVI warrants that it has no pending applications and/or registrations for marks that are identical to, or confusingly similar with, SMPFC's "BONANZA AND DEVICE" Mark or any of the marks owned by SMPFC or from any of the San Miguel Corporation ("SMC") related companies.
3. After seriously considering that a protracted litigation is not beneficial to their respective interests, the Parties hereto have mutually decided to amicably settle, with finality, their trademark dispute subject of Inter Partes Case No. 14-2012-00137 entitled "*SAN MIGUEL PURE FOODS COMPANY, INC. vs. GLOCAL AGRAQ VENTURES, INC.*" pending before the Bureau of Legal Affairs of the Intellectual Property Office, which

involves GAVI's application for registration of the mark "BONANZA", under the terms and conditions hereinafter set forth:

a. Upon execution of this Compromise Agreement GAVI will immediately cease production or manufacture of the labels or packaging using its "BONANZA" mark.

b. GAVI shall continue to use its existing packaging and labels bearing the "BONANZA" mark subject of the opposition for a period not longer than three (3) months after the date of this Compromise Agreement in accordance with the representation as submitted in its trademark application with the Intellectual Property Office, as illustrated in Annex "E", *for the sole purpose of disposing and selling off of all its actual existing stocks of packaging and labels bearing the "BONANZA" mark as of the date of this Compromise Agreement.* An inventory list of GAVI's actual existing stocks as of the date of this Compromise Agreement is attached hereto and made an integral part hereof as Annex "E".

c. At the end of the 3-month period, GAVI will discontinue its used of the "BONANZA" mark.

d. GAVI will modify the appearance of its "BONANZA" mark as it is used in its packaging and labels bearing the mark by indicating the complete name of its company, "Glocal Agraq Ventures, Inc.," in order to differentiate its products from the "BONANZA AND DEVICE" Mark and products manufactured and sourced from SMPFC or from any of the SMC related companies. Attached hereto as Annex "F" is an image rendering of the modified mark and/or packaging label to be used by GAVI upon the expiration of the period mentioned in Paragraph 3 (b) above. In accordance with the modification of the mark, GAVI shall withdraw its Application No. 4-2010-013369.

e. GAVI will confine its use of the modified "BONANZA" mark to the specific goods listed in its application namely, *"meat and poultry"*.

f. GAVI shall refrain from filing, in the future, any application for the registration of marks using similar font to SMPFC's "BONANZA" Mark or any other marks that are identical or confusingly similar to any of the marks owned by SMPFC.

4. The Parties hereby agree that each shall shoulder their respective expenses and costs incurred in Inter Partes Case No. 14-2012-00137, including, without limitation, all attorney's fees and costs. GAVI shall bear the cost of filing a new trademark application for the modified mark.

5. The Parties mutually acknowledge and agree that this Compromise Agreement does not in any manner constitute an admission of liability or fault whatsoever by either Party and is made solely for the purpose of amicably settling the trademark dispute between the Parties.

6. This Compromise Agreement shall enter into force when the same has been executed by both Parties and shall continue in full force and effect until terminated by a subsequent agreement of the Parties.

7. This Compromise Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties, successors, assigns, and their respective affiliates, divisions, agents, parents and those persons and/or entities over whom they exercise control or by whom they are controlled, and the respective successors and assigns of each Party.

8. The Parties mutually acknowledge that this Compromise Agreement, together with its attached Annexes "A", "B", "C", "D", and "E", contain the entire understanding of the Parties with respect to the subject matter hereof, and that there are no other agreements or understanding, written or oral, between the Parties with respect to its subject matter; nor have there been any representations, express or implied, as to the subject matter herein. This Compromise Agreement may be amended, varied, or modified only by written document executed by the Parties.

9. In the event of a breach by either party of any of the terms of this Compromise Agreement, the aggrieved party shall be entitled to an immediate injunction from the courts to ensure compliance with the provisions of this Compromise Agreement, and to other remedies available under the circumstances and provided by law, and to such damages as may be proven.

10. This Compromise Agreement shall be construed and enforced in accordance with the applicable laws of the Philippines.

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.¹

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. 4-2010-013369 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

SO ORDERED.

Taguig City, 06 February 2013.


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


/s/Joanne

¹ Office Order No. 154 Series of 2010