

RHODA LACORTE LINDO and TAZA	}	IPC No. 14-2016-00289
MIA CORPORATION	}	
<i>Petitioners,</i>	}	<i>Petition for Cancellation:</i>
	}	
-versus-	}	Registration No. 4-2013-00503771
	}	Date Issued: 15 May 2014
LMT COFFEE FRANCHISE CORP.,	}	
<i>Respondent-Registrant.</i>	}	Trademark: LA MIA TAZZA
	}	COFFEE
x-----x		Decision No. 2017 - <u>28</u>

DECISION BASED ON COMPROMISE AGREEMENT

RHODA LACORTE LINDO and TAZA MIA CORPORATION, ("Petitioners") filed a verified Petition for Cancellation to Trademark Application No. 4-2013-00503771. The application, filed by **LMT COFFEE FRANCHISE CORP** ("Respondent-Registrant"), covers the mark "**LA MIA TAZZA COFFEE**" for goods in Class 43 of the International Classification of Goods.

The Bureau issued a Notice to Answer and served a copy thereof upon the Respondent-Applicant on 29 June 2016. The Respondent-Registrant filed a Verified Answer on 10 June 2016.

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 04 October 2016 Order No. 2016-099 referring the case to mediation.

On 30 January 2017, the Alternative Dispute Resolution Services ("ADRS") of this Bureau submitted a Mediation Report indicating a settlement by the parties. Attached to the report is a copy of the parties Compromise Agreement, the pertinent portions of which read, as follows:

"NOW, THEREFORE, the parties, desirous of putting an expeditious end to the Opposition proceeding, have agreed by way of amicable settlement as follows:

1. TMC undertake to file a Motion to Render Judgment based on the instant Compromise Agreement in connection with the IPOPHL Case praying that the covenants contained herein be embodied in the Decision of the IPOPHL.
2. LMT undertakes to support the re-filing of the Application for Registration of TMC's Trademark with previous Certificate of Registration No. 4-2011-008943, without any objection on LMT's part. TMC on the other hand, undertakes to cause the withdrawal of its Petition for Cancellation of LMT's Trademark with Certificate of Registration No. 4-2013-503771.

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3. Both TMC and LMT recognize and acknowledge that the existence and IPOPHL registration of both their trademarks will not cause any confusion with the general public and that they can co-exist and continue their respective businesses free from any issue or disagreement.
4. This Compromise Agreement shall constitute a full and final settlement of the IPOPHL Case. The parties therefore undertake to jointly submit this Compromise Agreement for the approval of the IPOPHL
5. The Parties undertake to execute, deliver or secure any and all documents, deeds, assignment, conveyances, contracts, or any other act, and to procure or issue the authorizations, necessary to give effect to the provisions of this Compromise Agreement.
6. This Compromise Agreement shall be binding on the parties hereto and their respective heirs, assigns and successors-in-interest.
7. The signatories to this Compromise Agreement warrant their capacity and authority to act and bind themselves and the respective Corporations they represent in the manner set forth above.
8. The parties agree to faithfully comply with the terms and conditions of this Compromise Agreement. Should any of the parties fail or refuse to comply with this Compromise Agreement, the aggrieved party shall be entitled to enforce the agreement by applying for execution with the IPOPHL.
9. The parties have read and understood the foregoing Compromise Agreement, consulted their respective legal counsel and fully understood all the terms and conditions hereof.

This Bureau evaluated the COMPROMISE AGREEMENT and finds that the same have 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 Rules of Court.¹

WHEREFORE, premises considered, the parties' Compromise Agreement is hereby **APPROVED**. Accordingly, the instant petition is hereby **DISMISSED**. Let the filewrapper of Trademark Registration No. 4-2013-00503771 be returned, together with a copy of this Decision, to the Bureau of Trademarks for information and appropriate action.

SO ORDERED.

Taguig City, **07 FEB 2017**


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