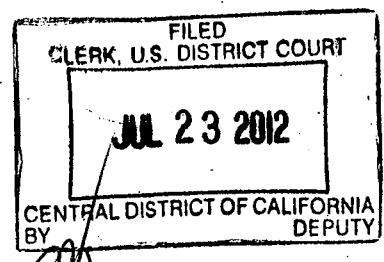


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7 Attorneys for Plaintiff  
 8 Biotab Nutraceuticals, Inc.

9 **UNITED STATES DISTRICT COURT**  
 10 **CENTRAL DISTRICT OF CALIFORNIA**

11 **BIOTAB NUTRACEUTICALS, INC., a**  
 12 **California corporation,**  
 13 **Plaintiff,**  
 14 **vs.**  
 15 **HEE JOO DONG HAN, an Individual, aka**  
 16 **JOSEPH HAN, and d.b.a. HD TRADING,**  
 17 **and d.b.a. BIOPOWER; SUSANA HAN, an**  
 18 **Individual; KENJIN CHO, an Individual,**  
 19 **and d.b.a. BIOPOWER, and d.b.a. MOSEA**  
 20 **HUTECH USA; BIOPOWER, INC., an**  
 21 **entity of unknown form; and DOES 1**  
 22 **through 10, inclusive,**  
 23 **Defendants.**

Case No. CV 10-06212 AHM (VBKx)  
 [Proposed]  
**JUDGMENT AGAINST DEFENDANTS**  
**HAN**

Complaint filed: August 19, 2010  
 Trial Date: October 16, 2012

24 Judgment is hereby entered in favor of Plaintiff BIOTAB NUTRACEUTICALS,  
 25 INC. as against Defendants HEE JOO DONG HAN, also known as JOSEPH HAN, and  
 26 SUSANA HAN, also known as SOON YOUNG HAN, jointly and severally, as follows:

27 1. A permanent injunction is hereby entered, prohibiting each of the  
 28 Defendants, and their members, directors, officers, employees, agents, representatives,  
 successors, assigns, and all other persons or entities acting for the benefit of, on behalf of,  
 or in concert with, any of the Defendants from:

1           1.1 In any manner, using Biotab's trademark, "ExtenZe®," or any  
2 colorable imitation thereof;

3           1.2 In any manner, using any trademark that imitates, is confusingly  
4 similar to, or is in any way similar to or a variation of, Biotab's trademark, "ExtenZe®;"

5           1.3 Engaging in any act that tends to lend the impression to consumers  
6 that Defendants' goods and services are, in any way, of the same origin as, related to, or a  
7 variation of, Biotab's goods and services associated with the trademark, "ExtenZe®;"

8           1.4 Importing into the United States any goods purporting to be Biotab's  
9 goods or goods associated with, or intended prospectively to be associated with, Biotab or  
10 Biotab's ExtenZe® trademark;

11           1.5 Manufacturing or causing to be manufactured, advertising, marketing,  
12 offering for sale, selling, distributing or delivering any goods purporting to be Biotab's  
13 goods or goods associated with, or intended prospectively to be associated with, Biotab or  
14 Biotab's ExtenZe® trademark;

15           2. Each Defendant is ordered, pursuant to 15 USC § 1118, to deliver up for  
16 destruction all advertising, promotional materials, signs, packaging, labels, containers, or  
17 other materials within their possession, custody or control bearing any trademark that  
18 infringes upon Biotab's ExtenZe® trademark, as well as all plates, matrices, tools, dyes,  
19 electronic files, and any other means of making same.

20           3. Compensatory damages in the sum of Two Hundred Fifty Thousand Dollars  
21 (\$250,000.00), which damages are trebled to total Seven Hundred Fifty Thousand Dollars  
22 (\$750,000.00).

23           4. Exemplary and punitive damages for the willful and malicious injury to  
24 Plaintiff by Defendants Han in the amount of Fifty Thousand Dollars (\$50,000.00).

25           5. Reasonable attorney's fees, in the apportioned amount of \$75,000.00.

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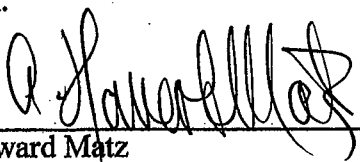
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1 6. Biotab shall recover its costs of suit herein.

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DATED: July 13, 2012



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A. Howard Matz  
United States District Judge

