

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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| AMERICAN RENA INTERNATIONAL CORP., <u>et al.</u> , |) | Case No. CV 12-6972 FMO (JEMx) |
| |) | |
| Plaintiffs, |) | |
| |) | JUDGMENT and PERMANENT |
| v. |) | INJUNCTION |
| |) | |
| SIS-JOYCE INTERNATIONAL CO., LTD., <u>et al.</u> , |) | |
| |) | |
| Defendants. |) | |

Pursuant to the Court’s Order of December 14, 2015, and the Court’s Order Re: Damages and Permanent Injunction, filed contemporaneously with the filing of this Judgment, IT IS ADJUDGED THAT:

1. Judgment is hereby entered in favor of plaintiffs American Rena International Corporation (“Rena”), WanZhu “Kathryn” Li, and Robert M. Milliken (collectively, “plaintiffs”) and against defendants Sis-Joyce International Co., Ltd. (“Sis-Joyce”) and Alice “Annie” Lin (“Lin”) (collectively, “defendants”) on plaintiffs’ claims for federal and common law trademark infringement, trademark cancellation, trade secret misappropriation, violation of the Anticybersquatting Consumer Protection Act, copyright infringement, false light, violation of the right of publicity, and unjust enrichment.

1 2. Plaintiffs shall recover Sis-Joyce and Lin, jointly severally, the amount of five million,
2 twenty-four thousand, one-hundred forty-seven and 44/100 dollars (\$5,024,147.44) consisting of:
3 (1) three million, eight-hundred sixty-five thousand, four-hundred eighty-eight and 44/100 dollars
4 (\$3,865,488.44) in damages; and (2) one million, one-hundred fifty-eight thousand, six-hundred
5 fifty-nine dollars (\$1,158,659) for attorney's fees and costs.

6 3. Defendants' Counterclaims are **dismissed with prejudice**.

7 4. The United States Patent and Trademark Office shall cancel the "NEW! ARËNA
8 ACTIVATION ENERGY SERUM" mark, Certificate of Registration No. 4,002,069.

9 5. Sis-Joyce, Lin, and all those acting in concert with them or at their direction, are
10 permanently enjoined from:

- 11 a. referencing, mentioning, or using in any way Plaintiffs' RENA or RENA
12 BIOTECHNOLOGY marks in connection with the sale of products;
- 13 b. referencing, mentioning, or using in any way the purported "ARëna," "aRena,"
14 "aRENA," and "NEW! ARËNA ACTIVATION ENERGY SERUM" marks, or
15 any other mark confusingly similar to the RENA or RENA BIOTECHNOLOGY
16 marks in connection with the sale of products;
- 17 c. copying, displaying, performing, or reproducing, in whole or in part, any text,
18 photographs, graphics, source code, or other copyrighted expression from
19 the www.americanrena.com website or from any other any Rena work;
- 20 d. selling, advertising, or making any other use of a bottle or label that is
21 confusingly similar to Rena's bottles and labels, including the 0.51 ounce
22 bottle used to sell purported "ARëna," "aRena," "aRENA," and "NEW! ARËNA
23 ACTIVATION ENERGY SERUM" products;
- 24 e. advertising, marketing, or describing "ARëna," "aRena," "aRENA," or "NEW!
25 ARËNA ACTIVATION ENERGY SERUM" products in any manner likely to
26 mislead consumers as to the source of such products or their affiliation with
27 Rena;
- 28 f. interfering with Rena's relationships with its leaders, members, distributors,

1 customers, or marketers, including, without limitation, by contacting Rena's
2 existing leaders, members, distributors, customers, or marketers for the
3 purpose of soliciting business, making false or misleading statements, or
4 otherwise discussing Rena or its products with such leaders, members,
5 distributors, or marketers;

6 g. using or referring to Plaintiffs' names or likenesses for any commercial
7 purpose; and

8 h. posting, maintaining, displaying or performing websites, promotional videos,
9 or advertisements for genuine RENA products or defendants' purported
10 "ARëna," "aRena," "aRENA," and "NEW! ARËNA ACTIVATION ENERGY
11 SERUM" products, including, without limitation, videos posted under the
12 name tvstripe1 on YouTube.com.

13 6. Sis-Joyce and Lin shall post and maintain a notice on the homepage of sisjoyce.com,
14 in both English and translated into Mandarin Chinese, that states as follows:

15 Sis-Joyce and the "ARëna" products formerly sold through this website have
16 no affiliation, and have never had any affiliation, with genuine American Rena
17 products that bear RENA or RENA BIOTECHNOLOGY trademarks. In order
18 to avoid confusion between those products and those sold by American
19 Rena, Sis-Joyce will no longer sell "ARëna" products.

20 7. Sis-Joyce and Lin shall turn over and deposit with the law firm of Quinn Emanuel
21 Urquhart & Sullivan, LLP, all existing products in their possession, custody, or control that bear
22 the RENA or RENA BIOTECHNOLOGY marks or the "ARëna," "aRena," "aRENA," or "NEW!
23 ARËNA ACTIVATION ENERGY SERUM" marks.

24 Dated this 29th day of December, 2016.

25
26 /s/

27 _____
Fernando M. Olguin
United States District Judge