

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

ALTICOR INC., a Michigan corporation,
and AMWAY CORP., a Virginia
corporation,

Plaintiffs,

v.

HONG ZOU, a natural person, and USA
GOLDENSUN INC, a New York
corporation,

Defendants.

§
§
§ Case No. 1:19-cv-01094-PLM-SJB
§
§ HONORABLE PAUL L. MALONEY
§
§
§
§
§
§

STIPULATED FINAL JUDGMENT
AND PERMANENT INJUNCTION

Plaintiffs Alticor Inc. and Amway Corp. ("Plaintiffs") and Defendants Hong Zou and USA Goldensun Inc ("Defendants") (collectively, "the Parties") have stipulated and agreed to entry of this Final Judgment and Permanent Injunction pursuant to the Conditional Settlement and Release Agreement ("Settlement Agreement") entered into by the Parties. The Parties have approved the substance and form of this Stipulated Final Judgment and Permanent Injunction and, based on the pleadings, the Parties' Settlement Agreement, and the factual, legal and/or other findings below and for other good cause,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

- 1. This Court has jurisdiction of the subject matter of this action and personal jurisdiction over Defendants.
2. Venue is proper in this Court.

3. The injunctive relief provisions of this Final Judgment and Permanent Injunction shall apply to Defendants as well as their agents, owners, servants, employees, and those persons or entities in active concert or participation with Defendants.

4. Plaintiffs have valid and subsisting trademarks for AMWAY® (U.S. Trademark Registration Nos. 716,672, 847,709, 4,031,832, 4,199,852, 4,289,794, and 4,481,517), NUTRILITE® (Registration Nos. 402,891, 689,389, 2,145,912, 3,535,340, 4,748,189, and 4,478,190), and ARTISTRY® (Registration Nos. 856,184, 1,505,505, 1,519,877, and 4,645,525) as well as other federally-registered trademarks (collectively, the “Amway Trademarks”).

5. Defendants, including anyone acting on their behalf or at their direction, are hereby permanently restrained and enjoined from:

- (a) advertising, selling, or facilitating the advertisement or sale, through **any medium** (including all Internet and non-Internet channels), of any goods or products bearing any of the Amway Trademarks, including through **any storefront** on www.amazon.com (“Amazon”) and including, but not limited to, the Amazon storefront that has been known as “HTopSale” and which has a Merchant ID number of A3O6VBDZUDZYBD;
- (b) using the Amway Trademarks in any manner, including advertising on the Internet;
- (c) purchasing or acquiring any products bearing any of the Amway Trademarks for the purpose of resale.

- (d) importing, exporting, manufacturing, producing, distributing, circulating, shipping, selling, offering to sell, advertising, promoting, or displaying **any goods or products** bearing any of the Amway Trademarks.

6. _____ Hong Zou (“Zou”) shall:

- (a) Take all reasonable steps sufficient to monitor and ensure that all persons within her control or employment (whether independent contractors, employees, agents, partners, or otherwise) comply with this Order, including but not limited to by providing a copy of this Order to any person within her control or employment and requiring that such persons adhere to its terms;
- (b) Take all reasonable steps sufficient to monitor and ensure that all persons authorized to act on her behalf, including all officers and principals, comply with this Order; and
- (c) Take all reasonable corrective action with respect to any individual whom Zou determines is not in compliance with the terms of this Order, which may include training, disciplining, and/or terminating such individual, and notifying Plaintiffs in writing of the underlying conduct.

7. Pursuant to Rule 65(d)(2) of the Federal Rules of Civil Procedure, this Order is binding upon the following persons who receive actual notice of it: the Defendants, the Defendants’ officers, agents, servants, employees, and attorneys, and other persons who are in active concert or participation with the Defendants or the Defendants’ officers, agents, servants, employees, and attorneys.

8. This Court shall retain jurisdiction of this matter in law and in equity for the purpose of enforcing and/or adjudicating claims in violation of this Final Judgment and Permanent Injunction. Any such matters shall be raised by noticed motion.

9. Each party shall bear its own costs, expenses, and attorneys' fees.

IT IS SO ORDERED.


SIGNED and **ENTERED** this 17th day of March 2020.

/s/ Paul L. Maloney
Paul L. Maloney
United States District Judge

ACKNOWLEDGED AND AGREED:


Hong Zou


USA Goldensun Inc
By: Hong Zou


Edward J. Bardelli (P53849)
WARNER NORCROSS + JUDD LLP
1500 Warner Building
150 Ottawa Ave. N.W.
Grand Rapids, Michigan 49503
(616) 752-2165
ebardelli@wnj.com

Adam C. Sherman
VORYS, SATER, SEYMOUR AND PEASE LLP
301 E. 4th Street, Suite 3500
Cincinnati, Ohio 45202
(513) 723-4680
acsherman@vorys.com

Attorneys for Plaintiffs Alticor Inc. and Amway Corp.