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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92058196
Party	Defendant Wanzhu Li
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Submission	Motion to Suspend for Civil Action
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Date	12/16/2013
Attachments	92058196.pdf(79681 bytes ) Exhibit 1 Part 1 - OriginalComplaint.pdf(4784925 bytes ) Exhibit 1 Part 2 - OriginalComplaint.pdf(3736160 bytes ) Exhibit 1A Part 1 - FirstAmendedComplaint.pdf(5594591 bytes ) Exhibit 1A Part 2 - FirstAmendedComplaint.pdf(4319034 bytes ) Exhibit 1A Part 3 - FirstAmendedComplaint.pdf(4248148 bytes ) Exhibit 1A Part 4 - FirstAmendedComplaint.pdf(2529726 bytes ) Exhibit 2 Part 1 - OperativeAnswerAndCounterclaims.pdf(3694751 bytes ) Exhibit 2 Part 2 - OperativeAnswerAndCounterclaims.pdf(1765129 bytes ) Exhibit 2A - Dkt.190.pdf(97410 bytes ) Exhibit 3 Part 1 - Dkt98-1.pdf(4174626 bytes ) Exhibit 3 Part 2 - Dkt98-1.pdf(4035956 bytes ) Exhibit 4 - Dkt.211-1.pdf(430860 bytes ) Exhibit 5 - Dkt.231.pdf(66818 bytes ) Exhibit 6 - Dkt.211.pdf(206989 bytes )

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

-----X  
Sis-Joyce International Co., Ltd.,

**Cancellation No.: 92058196**

Petitioner,

Mark: RENA BIOTECHNOLOGY

v.

Registration No.: 4245461

WanZhu Li,

Respondent.

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**MOTION TO SUSPEND THE PROCEEDING**

Pursuant to 37 CFR § 2.117(a) and TBMP § 510.02(a), Respondent WanZhu “Kathryn” Li (“Respondent”) hereby requests that the Trademark Trial and Appeal Board (the “T.T.A.B.” or the “Board”) suspend this cancellation proceeding pending the final determination of *American Rena International Corp. v. Sis-Joyce International Co., Ltd.*, Civil Action No. 2:2012-cv-06972 (C.D. Cal.) (the “Civil Action”), ongoing between the parties and involving Respondent’s mark RENA BIOTECHNOLOGY (“Respondent’s Mark”), because this action will have a direct bearing on the instant proceeding.

**FACTUAL BACKGROUND**

Respondent filed Application Serial No. 85/586,995 for Registration No. 4,245,461 for the mark RENA BIOTECHNOLOGY on April 2, 2012; began using a substantially similar version of that mark as early as January 1, 2006; and registration issued on November 20, 2012. On November 8, 2013, Petitioner initiated the present proceeding alleging, *inter alia*, fraud by Respondent and abandonment of Respondent’s Mark.

On August 13, 2012, Respondent and her company, American Rena International Corporation, the exclusive licensee of the RENA BIOTECHNOLOGY mark, filed a Complaint with the United States District Court for the Central District of California (“C.D. Cal.”) (attached

hereto as Exhibit 1)<sup>1</sup> alleging, *inter alia*, that Petitioner’s use of its “ARëna” mark constitutes federal trademark infringement of Respondent’s trademarks, including the RENA BIOTECHNOLOGY mark at issue in this cancellation proceeding. In the Complaint, Respondent seeks, among other relief, an order seeking the cancellation of Petitioner’s trademark registration and enjoining Petitioner from using or registering Petitioner’s ARENA mark. In its Operative Answer and Counterclaims (attached hereto as Exhibit 2), Petitioner asserts the affirmative defenses of estoppel (Exhibit 2, at 18-19); unclean hands (*id.*, at 19-27); unjust enrichment (*id.*, at 30-31); misuse (*id.*, at 31-32); no causation (*id.*, at 35); no damage (*id.*, at 35-36); proximate cause (*id.*, at 37-38); and fraud/illegality (*id.*, at 38),<sup>2</sup> all of which Petitioner bases on allegations of fraud. In addition, Petitioner has asserted in the Civil Action that Respondent’s “trademark is invalid because they closed their business.” (Exhibit 3, Dkt. 98-1, at 32), and asserts multiple claims based on an allegation that Respondent “closed [its] business operations in the United States for almost two years...” (Exhibit 2, at 42; *compare* Exhibit 4, Dkt. 211-1, at 4).

Recently, Petitioner sought to belatedly amend its counterclaims in the Civil Action to add claims for trademark cancellation based on the filing of an allegedly false statement of use (Exhibit 4, Dkt. 211-1, at 14), an attempt which was denied by the district court. (Exhibit 5, Dkt. 231, at 2). Petitioner asserted in that motion that “[t]he amendments are necessary in order to judiciously and efficiently deal with all issues related to the [Civil Action]” (Exhibit 6, Dkt. 211, at 10) and represented to the district court that that the issues raised in their proposed

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<sup>1</sup> With leave of the district court, respondent filed a First Amended Complaint in the Civil Action on or about March 27, 2013, which is attached hereto as Exhibit 1A.

<sup>2</sup> On or about October 16, 2013, Petitioner voluntarily withdrew its affirmative defenses of unjust enrichment, proximate cause, and fraud/illegality, without prejudice, in a filing attached hereto as Exhibit 2A.

amendments were “inextricably intertwined with the issues in th[e Civil Action].” (*Id.*). Petitioner even went so far as to assert that the district court “may have to put a stay on any further proceedings in this case, including trial, while the USPTO decides the Cancellation petition.” (Exhibit 6, Dkt. 211, at 11).

## **ARGUMENT**

### **As Petitioner Concedes, The Determinations in the Civil Action Will Have A Direct Bearing On The Issues Before The Board.**

Where a party to a case pending before the Board is also involved in a civil action that may have a bearing on the T.T.A.B. matter, the Board may suspend the proceeding until the final determination of the civil action. 37 CFR § 2.117(a); TBMP § 510.02(a). This is because “a decision by the United States District Court would be binding on the Patent Office whereas a determination by the Patent Office as to respondent’s right to retain its registration would not be binding or res judicata in respect to the proceeding before the federal district court.” *Whopper-Burger, Inc. v. Burger King Corp.*, 171 U.S.P.Q. 805, 807 (T.T.A.B. 1971). A court’s decision regarding the right to registration is binding on the T.T.A.B. *The Seven-Up Co. v. Bubble Up Co.*, 136 U.S.P.Q. 210, 214 (C.C.P.A. 1963); *see also In re Alfred Dunhill Ltd.*, 224 U.S.P.Q. 501, 503 (T.T.A.B. 1984); J. Thomas McCarthy, 6 *McCarthy on Trademarks and Unfair Competition* § 32:94 (4th ed. 2009) (hereinafter “McCarthy”).

Respondent and Petitioner are both parties to the Civil Action, which are currently pending before the District Court for the Central District of California and involve Respondent’s RENA BIOTECHNOLOGY mark and similar legal issues related to fraud, abandonment and related matters. Petitioner has itself argued to the district court in the Civil Action that the issues in that action are “inextricably intertwined” with those it seeks to bring before this tribunal. *See supra* at 2-3. The Civil Action will conclusively determine the respective rights of Respondent

and Petitioner with respect to, and the validity and infringement of, Respondent's Mark. It is clear that this type of determination will directly affect the resolution of the issues before the Board. *See The Other Tel. Co. v. Conn. Nat'l Tel. Co., Inc.*, 181 U.S.P.Q. 125, 126-7 (T.T.A.B. 1974).

Based on the foregoing, Respondent respectfully requests that the Board stay this proceeding pending the final determination of the Civil Action.

Dated: December 16, 2013

QUINN EMANUEL URQUHART  
& SULLIVAN, LLP



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# **Exhibit 1 Part 1**

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7 Attorneys for American Rena International  
 Corp., WanZhu "Kathryn" Li, and Robert  
 8 M. Milliken

10 UNITED STATES DISTRICT COURT  
 11 CENTRAL DISTRICT OF CALIFORNIA  
 12 WESTERN DIVISION

13 American Rena International Corp., a  
 California corporation; WanZhu  
 14 "Kathryn" Li, an individual; and Robert  
 M. Milliken, an individual,

15 Plaintiffs,

16 vs.

17 Sis-Joyce International Co. Ltd., a  
 18 California corporation; Alice "Annie"  
 Lin, an individual; Virginia Wu, an  
 19 individual; and DOES 1-10,

20 Defendants.

CASE NO. **06972 DMG (JEMx)**  
 COMPLAINT FOR:

1. FEDERAL TRADEMARK INFRINGEMENT;
2. COMMON LAW TRADEMARK INFRINGEMENT;
3. TRADEMARK CANCELLATION;
4. FEDERAL UNFAIR COMPETITION;
5. COPYRIGHT INFRINGEMENT;
6. VIOLATION OF THE ANTI-CYBERSQUATTING CONSUMER PROTECTION ACT;
7. TRADE SECRET MISAPPROPRIATION;
8. INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;
9. TRADE LIBEL;
10. FALSE LIGHT INVASION OF PRIVACY;
11. VIOLATION OF RIGHT OF PUBLICITY;

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- 12. CALIFORNIA STATUTORY UNFAIR COMPETITION;
  - 13. CALIFORNIA COMMON LAW UNFAIR COMPETITION;
  - 14. RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT VIOLATION;
  - 15. CONSPIRACY TO VIOLATE RICO; AND
  - 16. UNJUST ENRICHMENT
- JURY TRIAL DEMAND

1 Plaintiffs American Rena International Corp. (“Rena”), WanZhu (“Kathryn”)  
2 Li, and Robert M. Milliken (“Milliken”) complain and allege as follows against  
3 defendants Sis-Joyce International Co. Ltd., (“Sis-Joyce”), Alice “Annie” Lin  
4 (“Lin”), Virginia Wu (“Wu”), and DOES 1-10 as follows:

5 **NATURE OF THE ACTION**

6 1. This is an action to prevent the complete theft of a business – lock,  
7 stock, and barrel. Plaintiff WanZhu “Kathryn” Li is an entrepreneur who began  
8 manufacturing and distributing skincare products in Los Angeles, California in  
9 2006. The company she founded, plaintiff Rena, quickly grew to directly employ 20  
10 persons in California. By 2010 Rena generated \$30 million in annual sales, with the  
11 bulk of that sum resulting from exports to the People’s Republic of China and other  
12 countries in Asia.

13 2. Defendants Lin and Wu were customers and independent sales agents  
14 for Rena’s products who are embarking on a brazen scheme to compete unfairly  
15 with Rena and, ultimately, steal its business altogether. Initially, Lin and Wu  
16 engaged in straightforward counterfeiting – they manufactured counterfeit labels  
17 using Rena’s proprietary RENA and RENA BIOTECHNOLOGY marks, applied  
18 them to generic bottles, and then sold adulterated RENA products they had  
19 purchased from Rena in competition with Rena. When Rena learned of Lin’s and  
20 Wu’s perfidy in late 2010, it cut off their supply of RENA products. On information  
21 and belief, Lin and Wu then attempted to pass off bottles of tap water as genuine  
22 RENA products.

23 3. Lin and Wu were neither deterred by Rena’s cutting off their supply of  
24 products nor satisfied with the harm they had caused through their counterfeiting.  
25 On the contrary, when Rena sought to put an end to their counterfeiting of authentic  
26 RENA products, Lin and Wu embarked on a secret campaign to co-opt the market  
27 for RENA products, and to hijack Rena’s entire business. Operating under the name  
28 of defendant Sis-Joyce, Lin and Wu secretly told Rena’s consumers that Rena was

1 out of business and that defendant Sis-Joyce – an entity owned by Lin and Wu –  
2 now sold RENA products. Lin and Wu released a competing product called  
3 “ARëna,” which they labeled as “new” and “improved.” Lin and Wu went so far as  
4 to claim in marketing materials that “**Rena is Now aRena!**,” and described  
5 “ARëna” as an “Activation Energy Serum” – the same description that Rena uses  
6 for its product. Lin and Wu falsely told Rena’s independent sales agents and  
7 customers that Rena had been acquired by “ARëna” or sold its proprietary product  
8 formulas to “ARëna,” and that Rena’s “new” products *were* “ARëna.” Lin and Wu  
9 launched websites, including [www.RenaSkin.com](http://www.RenaSkin.com) and [www.ArenaSkin.com](http://www.ArenaSkin.com), which  
10 copy vast quantities of copyrighted materials from Rena’s website and even include  
11 the names and photographs of *Rena’s* founders. Lin and Wu launched YouTube  
12 videos displaying and advertising *Rena’s* products, but directing the public to Lin  
13 and Wu’s knockoff websites. And Lin and Wu sold their “ARëna” products in  
14 bottles that precisely copy the highly distinctive .51 oz plastic bottle designed by  
15 Rena for its principal product, the RENA Activation Energy Serum.

16 4. Since Lin and Wu launched their bogus “ARëna” products and engaged  
17 in their campaign to steal Rena’s business and customers, Rena’s worldwide sales  
18 have dropped astronomically – from an average of approximately \$2.5 million a  
19 month as of 2010 and early 2011 to less than \$500,000 a month now. By purporting  
20 to *be* Rena, defendants have destroyed virtually all of Rena’s U.S. sales and are now  
21 cutting substantially into its foreign sales. Unless enjoined, Lin and Wu will  
22 complete what they set out to achieve – the wholesale theft of Rena’s business.

23 5. On July 4, 2012, Rena was notified by several sales agents in China of  
24 overtures received from Lin and Wu to sell purported “ARëna” products. It was  
25 only then that Rena discovered Lin and Wu’s surreptitious effort to steal Rena’s  
26 business and clients through their misleading statements to purchasers, and it was  
27 only then that Rena discovered Lin and Wu’s infringing “ARëna” products.  
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1 an exclusive license of those trademarks to Rena. Plaintiff Robert Milliken is  
2 Rena's Chief Executive Officer.

3 17. Rena manufactures and sells a suite of health-related products,  
4 including Activation Energy Serum, Activation Mist, and Activation Energy Elixir.  
5 Rena's scientists have extracted nearly 100 minerals and trace elements for use in  
6 products designed to help users resist the effects of aging. The Rena products  
7 incorporating those natural minerals are absorbed through the skin and can reach a  
8 depth of 30 to 50 millimeters. Rena's products are designed to reduce wrinkles,  
9 inflammation, and pain while moisturizing skin and promoting skin health.

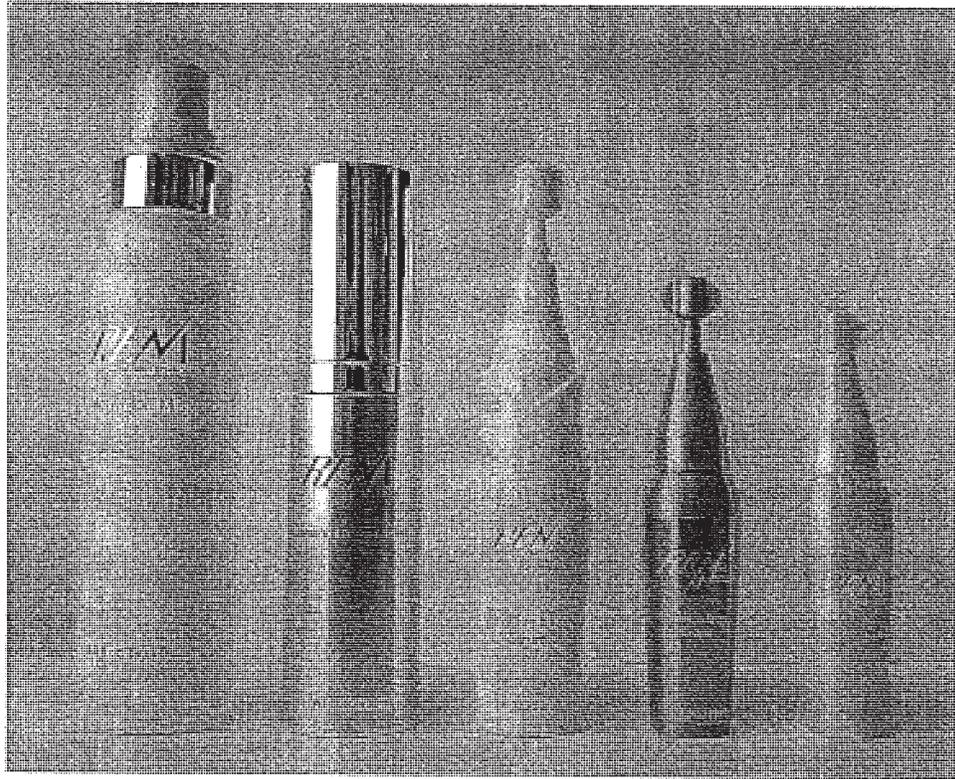
10 18. To protect its valuable and unique products, Rena has sought U.S.  
11 trademark registrations for its marks. It obtained registration of its RENA  
12 BIOTECHNOLOGY word mark, No. 3,332,867, in 2007 with a first-use-in-  
13 commerce date of February 1, 2007. In April 2012, it applied for registration of a  
14 stylized RENA BIOTECHNOLOGY mark, Serial No. 85,587,003, with a first-use-  
15 in-commerce date of June 29, 2006. The stylized RENA BIOTECHNOLOGY  
16 mark, used on all Rena products since June 2006, is shown below.



21 19. In addition, in April 2012, Rena applied to register various other  
22 stylized RENA and RENA BIOTECHNOLOGY marks, using both English letters  
23 and Chinese characters, including the stylized RENA mark standing alone. Those  
24 applications are currently pending.

25 20. The authentic products sold by Rena prominently display the RENA  
26 and RENA BIOTECHNOLOGY marks, as shown below:

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**Defendants' Counterfeiting**

21. At one time, Lin and Wu were authorized distributors of RENA products. Yet while they were only authorized to sell genuine RENA products – placing orders that would be fulfilled by RENA itself – Lin and Wu in fact started selling adulterated RENA products by applying counterfeited labels that used RENA's protected trademarks to generic spray bottles, which were then filled with diluted RENA products and sold as genuine.

22. The photograph below depicts exemplars of two bottles used by defendants to sell their counterfeit RENA products.



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23. Upon discovering this counterfeiting in or about October or November 2010, Rena discontinued Lin and Wu's supply of RENA products, believing that cutting off Lin's and Wu's supply of product would force an end to their counterfeiting and infringement.

24. But Lin and Wu did not abandon their illegal activities. Instead, on information and belief, they started selling tap water or contents other than the genuine Rena product, which they passed off as genuine RENA products using their counterfeit labels.

1 **Defendants' Fraudulent Websites**

2 25. Starting in or about early 2011, Lin and Wu, operating through  
3 defendant Sis-Joyce, started manufacturing and selling their so-called "ARëna"  
4 products, including through fraudulent and infringing websites.

5 26. Defendants registered the www.RenaSkin.com website through an  
6 intermediary or using an assumed name, "Damon Rith," in an effort to hide her  
7 involvement in the site. The "WHO IS" look up reflects that "Damon Rith" is the  
8 registrant, administrative contact, and technical contact for RenaSkin.com and that  
9 he purportedly resides at "123 Reed Street" in Blue Bell, Pennsylvania 19422 – an  
10 address that does not exist. There is also apparently no known record of "Damon  
11 Rith" in Pennsylvania. The RenaSkin.com domain name was registered using false  
12 contact information in an effort to hide the identity of the actual registrant.

13 27. The RenaSkin.com website has been carefully crafted to cause  
14 maximum confusion with plaintiff Rena's genuine products and plaintiff's  
15 AmericanRena.com website. Virtually every page of the site has the following  
16 header: "***Genuine American Rena Anti-Aging Activation Serum.***" The site  
17 declares that "Rena Activation Energy contains innovative materials, processed  
18 from natural minerals by an advanced purifying technology." As shown below, the  
19 site displays a photograph of Rena's founder, Kathryn Li, and its Chief Executive  
20 Officer, Robert Milliken, with the caption, "Who performs research and  
21 development[?] Where does manufacturing take place?"  
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**Genuine American Rena Anti-Aging Activation Serum**

a more youthful you

HOME About Us Testimonials Order

**Our Company**

Rena Serum

Research

Effectiveness

Alkalize Water

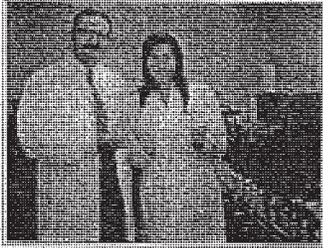
Q & A

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**PHYSICAL HEALTH, EMOTIONAL HEALTH AND SPIRITUAL HEALTH!**



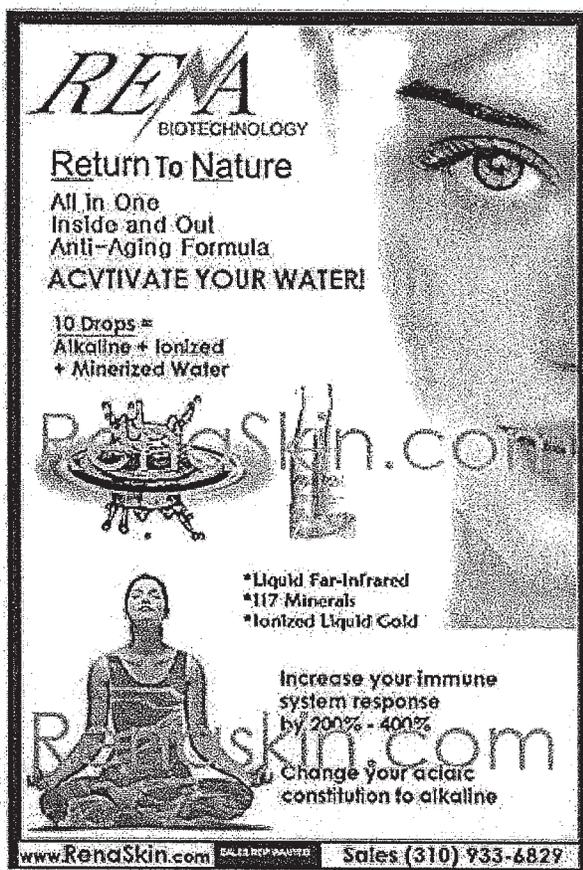
**1. Who performs research and development  
Where does manufacturing take place?**

With "creating health and beauty" and advocating "green [natural] products" as guiding principles, American RENA international Corp has hired doctors of medicine and scientists with many years of abundant clinical experience to our research staff.

The manufacturing plant is not only a factory approved by the U.S. FDA, it has GMP manufacturing standards, and also has licenses and certificates issued by the state government for products with special effects and the qualification to produce pharmaceuticals.

28. The site copies substantially all the designs, graphics, photographs and text of the AmericanRena.com website. The site declares, in the "Q&A" section, that "American RENA external use products ... do not contain alcohol or preservatives" in response to the question, "I've heard that American RENA Activation Spray external spray products are very effective at restoring and preserving skin with pimples or have been damaged as a result of using cosmetics containing lead, mercury, or stimulants - is this true?" Remarkably, the RenaSkin.com website even has a large reprint of Rena's stylized RENA BIOTECHNOLOGY trademark (shown below) and depictions of *Rena's* products and brochures.

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29. The purported RenaSkin.com website copies extensively from Rena’s AmericanRena.com website, even to the extent of reproducing a letter authored by Mr. Milliken. The purported RenaSkin.com site includes such headings as “RENA-LIQUID FAR INFRARED = ALKALINE NEGATIVE ION” and “DESCRIPTION OF RENA LIQUID LIFE ACTIVATION ENERGY PRODUCTS,” and contains descriptions of “American Rena Activation Serum,” among numerous references to “American Rena,” “American RENA,” and “RENA.” It contains a “*COMPARISON OF BOTOX VERSUS American RENA*,” and depicts two pages copied from the American Rena brochure and website. Still further, the stylized RENA BIOTECHNOLOGY trademark appears in conjunction with references to the purported RenaSkin.com website.

30. Rena is further informed and believes that although the www.ArenaSkin.com website was purportedly registered by an intermediary or

1 using an assumed name, "Dave Simms," it is in fact owned and controlled by  
2 Defendants. The "WHO IS" information provided to the registrar of the  
3 ArenaSkin.com domain name reflects that (i) the registrant is "Dave Simms," (ii) the  
4 administrative contact is "Dave Ded," (iii) the technical contact is "Dave Sed,"  
5 (iv) Ded and Sed can be found at "123 Red Road" in Blue Bell, Pennsylvania  
6 19422; and (v) Simms can be found at "124 Red Road" in Blue Bell, Pennsylvania  
7 19422. In fact, there is no "Red Road" in Blue Bell, nor does there appear to be a  
8 "David Simms" in that city. Thus, as to the ArenaSkin.com website as well, the  
9 registrar was provided with false information to hide the true names and capacities  
10 of the registrant, administrative contact, and technical contact.

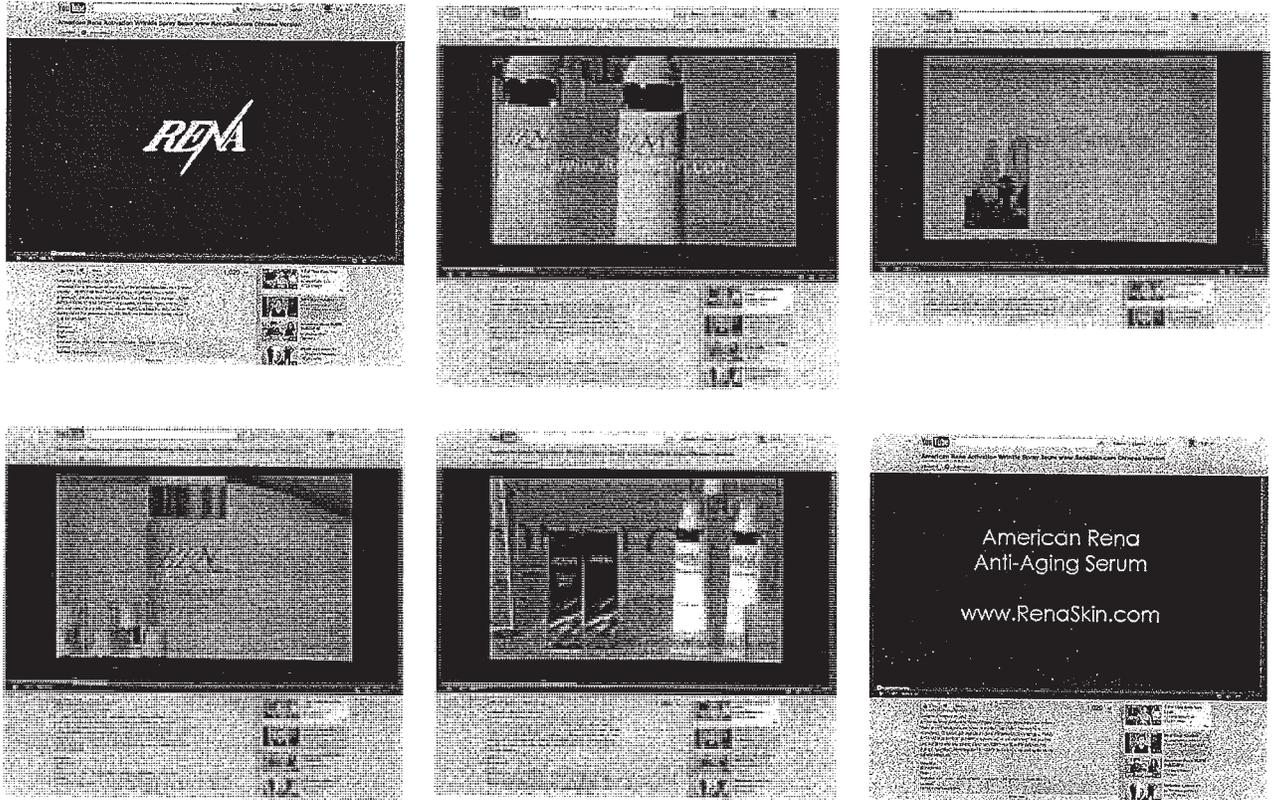
11 31. The purported ArenaSkin.com site is very similar to the RenaSkin.com  
12 site, and is equally infringing of Rena's rights. For example, the header at the top of  
13 each page has been modified to proclaim, "***Genuine American aRena Anti-Aging***  
14 ***Activation Serum***" - but is accompanied by the explanation that, "**Rena is Now**  
15 **aRena!**" The purported "**aRena**" products are described as having a "**New**  
16 **Improved Formula**" in an effort to persuade consumers that Rena has become  
17 "ARëna" when it has not. It, too, copies without authorization a letter authored by  
18 Rena's Chief Executive Officer, Robert Milliken, extolling the benefits of genuine  
19 Rena products. Further, it has extensively copied graphics and text from Rena's  
20 website.

21 32. In addition, many of the images, graphics, and scientific references  
22 found on Rena's website (www.AmericanRena.com) also appear on Sis-Joyce's  
23 website (www.SisJoyce.com), purportedly registered by a third party but  
24 beneficially owned by Lin.

### 25 Defendant's Fraudulent Advertisements

26 33. Defendants have also taken measures to directly trade on the goodwill  
27 and popularity of Rena's products in advertisements for their own infringing  
28 products. For example, defendants posted YouTube videos that *appear* to promote

1 genuine RENA products – and display those products, and even Rena’s place of  
2 business in Los Angeles – but then direct consumers to the bogus RenaSkin.com  
3 website that sells defendants’ infringing goods. Screen shots of defendants’  
4 fraudulent videos posted on YouTube include the following:



18  
19 34. Still further, defendants provide fliers and brochures with their products  
20 that use many of the same photographs, images and designs as appear in Rena’s  
21 promotional materials. Indeed, the RenaSkin.com website itself displays *Rena’s*  
22 promotional brochures in an effort to sell the infringing “ARëna” products, as  
23 shown:

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**RENA Product Effectiveness**

**Internal use:** Dilute 10 drops of Energy Serum in 3 oz (90 ml) of warm water & take it 30 minutes after a meal, once or twice daily.

- Increases enzymatic antibody by 2-4 Times
- Anti-inflammatory
- Anti-oxidant, anti-bacterial
- DNA cell activator
- Decomposes toxins
- Decomposes fats
- Decomposes sugar
- Improves Sleep
- Acidic to Alkaline Body conversion

**External use:** Spray it as needed, multiple times daily, on your face and body.

- Defies Dermatological Aging Process
- Anti-Wrinkle Anti-Aging
- Moisturizing
- Protection Against Ultraviolet Rays
- Electromagnetic Wave Resistance
- Static Electricity Prevention
- Powerful internal cleanser

**Drink & Spray - Rejuvenates All Body Cells**  
**Reported Improvements:**

- ✓ Wrinkles, Face Spots, Eye Circles, 99% UV Protection
- ✓ White hair reversal, Dandruff, Headaches
- ✓ Dry eyes, Glaucoma, Cataract, Floaters in the eyes
- ✓ Acne, Pimples, Rosacea, Psoriasis, Alopecia
- ✓ Tooth Ache, Sore Throat, Bad Breath, Herpes
- ✓ Body Firming, Weight Loss (Drink + spray multiple times on navel and abdomen)
- ✓ Hemorrhoids, Spider Veins, Moles, Arthritis
- ✓ Autism, Cholesterol, Gout, Stroke, Diabetes, High Blood Pressure, Arthritis and many others

Note: Depending on each person's body-condition, the rate of improvements may vary from person to person.

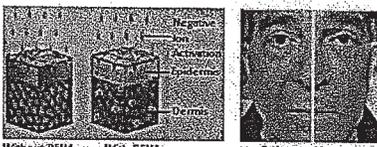
**RENA = A WRINKLE-FREE World**  
**\* Face Lift in Minutes \***

The American RENA Activation Energy Spray, leveraging the liquid far-infrared, penetrates 3-5 cm under your skin to the dermal layer and beyond, delivering the natural minerals our cells desperately need. Our ionized GOLD will re-energize your skin's damaged collagen tissue and will rejuvenate all your body cells. In just a few minutes your face is lifted, rejuvenated and wrinkles reduced magically.

Compared to Botox, the RENA liquid face lift is painless, drinkable, cost effective and natural. Best of all besides a younger and prettier face, RENA will beautify you from the inside out in a RE-NATURAL way.

**Botox versus RENA**

#	Category	Botox	RENA
1	Reduces wrinkles & face lines	Yes	Yes
2	Rejuvenates the skin	No	Yes
3	Maximizes firmness and elasticity	No	Yes
4	Mineralizes and Hydrates	No	Yes
5	Refines skin complexion	No	Yes
6	Non-Skin irritation	No	Yes
7	Non-Invasive treatments	No	Yes
8	Non-Surgical treatments	No	Yes
9	Non-Toxicity of the nervous system	No	Yes



For orders and information please contact:

**American Rena USL INC.**

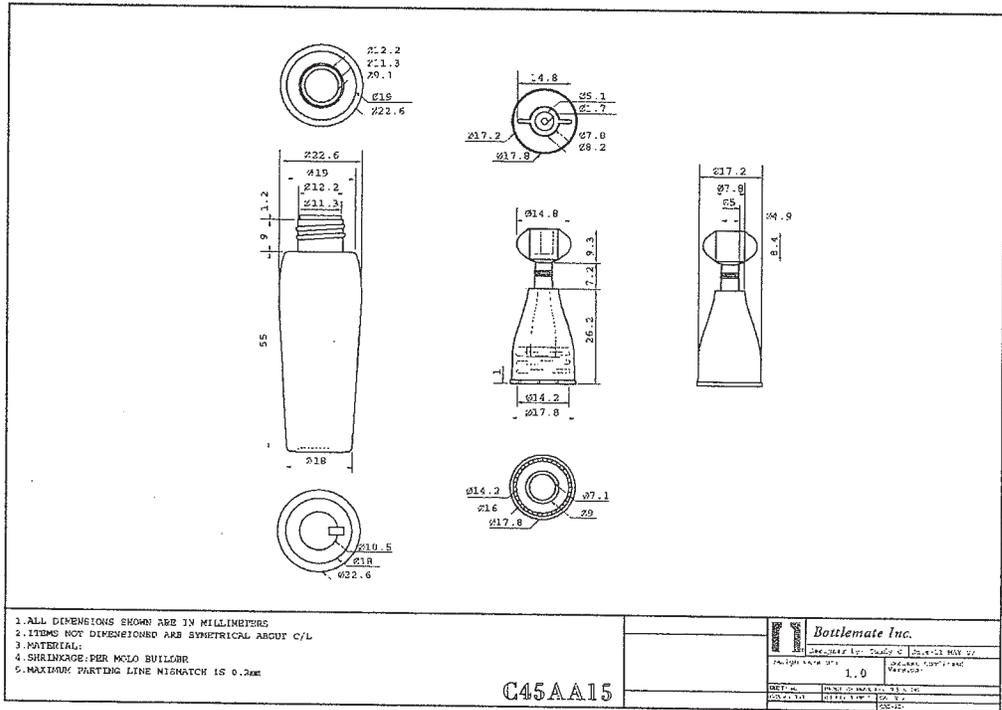
**www.RenaSkin.com**  
**(310) 933-6829**

The advertisement features a close-up of a woman's face with the text 'Bigging Age & Illness' written vertically. Below the face, two bottles of RENA Activation Energy Serum are shown. The text 'RENA AMERICAN RENA' is prominently displayed. The background is a soft-focus portrait of the woman.

**Defendants' Infringing Trade Dress**

35. Not satisfied with merely using and infringing upon Rena's trademarks and copyrights, Defendants have also sold their knock-off "ARëna Activation Energy Serum" product in a manner that infringes Rena's trade dress. Rena sells its RENA Activation Energy Serum product in a distinctive, specially designed .51 fluid ounce bottle that is typically lavender in color. The engineering drawings of Rena's distinctive .51 fluid ounce Activation Energy Serum bottle are reproduced below.

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36. To further create the misperception that the ARëna product is a Rëna product, defendants sell their “ARëna Activation Energy Serum” product in a bottle that is identical in size and shape to the distinctive bottle used by Rëna; with a similar color; and with the infringing “ARëna” name and the same “Activation Energy Serum” description that appears on the genuine Rëna product. The visual similarity between Rëna’s Activation Energy Serum product and that sold by defendants is striking. Reprinted immediately below is a photograph of Rëna’s Activation Energy Serum bottle, and defendants’ Activation Energy Serum bottle.



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**Defendants' Infringing Mark**

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25 37. Defendant Sis-Joyce obtained a registration of "Sis-Joyce" from the  
26 United States Patent and Trademark Office in International Class 3 on July 26, 2011  
27 (identifying the registrant as defendant Lin). Nevertheless, defendants have chosen  
28 to trade on and exploit the extremely valuable goodwill that Rena has developed in

1 its RENA and RENA BIOTECHNOLOGY marks with the intent to arrogate that  
2 goodwill to itself. In furtherance of that objective, defendants have obtained a  
3 federal registration of a NEW! ARëNA ACTIVATION ENERGY SERUM mark,  
4 as shown below:



10 38. Defendants have engaged in a coordinated effort to both directly  
11 counterfeit genuine RENA products and also pass their products off as “new Rena”  
12 products. Defendants Sis-Joyce, its owner, Lin, and its “leader” Wu, are now  
13 aggressively marketing and selling purported “ARëNA Activation Energy Serum”  
14 products, often without making mention of Sis-Joyce and always in a manner  
15 designed to cause confusion with genuine RENA products.

16 **Defendants’ Interference With Rena’s Business Relationships**

17 39. Rena’s sales numbers dramatically reveal the effect of Defendants’  
18 unfair competition and fraudulent activities. During calendar year 2009, Rena’s  
19 sales totaled just under \$17 million. During calendar year 2010, Rena’s total sales  
20 were approximately \$30 million and Rena’s revenues easily exceeded \$1 million  
21 during each month of the year. In August 2011, Rena did approximately \$2.2  
22 million in business, but that was the last time it achieved seven-figure sales. Since  
23 then, its monthly sales have steadily declined, dropping to just \$271,000 in June of  
24 2012. Absent immediate relief, Rena, which less than one year ago had a very  
25 successful and growing export business, will be out of business altogether.

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**FIRST CLAIM FOR RELIEF**

(Statutory Trademark Infringement by Rena and Kathryn Li against all Defendants)  
(15 U.S.C. § 1114)

40. Plaintiffs Rena and Kathryn Li incorporate and re-allege paragraphs 1-39 of this Complaint.

41. Kathryn Li owns, and Rena has the exclusive right to use, the federally registered RENA BIOTECHNOLOGY trademark in connection with Rena’s products. The RENA BIOTECHNOLOGY trademark is highly distinctive and fanciful, and has earned a strong secondary meaning within the organic, natural anti-aging products market.

42. Defendants’ use of their purported “ARëna,” “aRena,” and “aRENA” marks on directly competing products has infringed, and is infringing, the RENA BIOTECHNOLOGY trademark.

43. Likewise, Defendants’ sales of products using the RENA BIOTECHNOLOGY mark and uses of the RENA BIOTECHNOLOGY mark to promote sales of their “ARëna,” “aRena,” and “aRENA” products has infringed, and is infringing, the RENA BIOTECHNOLOGY trademark.

44. Defendants’ use of their infringing marks is likely to cause confusion, cause mistake, or deceive consumers as to the affiliation, connection or association of defendants and their products with those of Rena, and is likely to cause confusion, cause mistake, or deceive consumers as to the origin, sponsorship, or approval by Rena of defendants’ products. Such likelihood of confusion is magnified by defendants’ intentional use of deceptively similar product packaging, deceptively similar websites, and deceptively similar domain names intended to cause confusion with Rena’s products, as well as by frequent advertising references to “American Rena” intended to cause confusion with Rena’s www.AmericanRena.com website, and by infringements of Rena’s product brochures, flyers, and website.

1 45. Defendants' use of their infringing variations of the purported "ARëna"  
2 mark enables defendants to benefit unfairly from Rena's reputation and success,  
3 thus giving defendants' infringing products sales and commercial value they would  
4 not otherwise have.

5 46. Prior to defendants' first use of their infringing marks, defendants were  
6 aware of Rena's business and, indeed, defendants Lin and Wu had served as  
7 distributors of Rena's products. Further, defendants had actual notice and  
8 knowledge, or constructive notice, of plaintiffs' registered trademarks.

9 47. Defendants' infringement of the registered trademark as described  
10 herein has been and continues to be intentional, willful and without regard to the  
11 rights of Rena and Kathryn Li.

12 48. Rena and Kathryn Li are informed and believe, and on that basis allege,  
13 that defendants have gained profits by virtue of their infringement of the RENA  
14 BIOTECHNOLOGY trademark.

15 49. Plaintiffs will suffer, and are suffering, irreparable harm from  
16 defendants' infringement of their registered trademarks insofar as their invaluable  
17 goodwill is being misappropriated by defendants' continuing infringement.  
18 Plaintiffs Rena and Kathryn Li have no adequate remedy at law to compensate them  
19 for the loss of business reputation, customers, market position, and goodwill and  
20 confusion of potential customers flowing from defendants' infringing activities.  
21 Pursuant to 15 U.S.C. § 1116, plaintiffs Rena and Kathryn Li are entitled to  
22 preliminary and permanent injunctive relief against defendants' continuing  
23 infringement of their registered trademarks. Unless enjoined, defendants will  
24 continue their infringing conduct.

25 50. Because defendants' actions have been committed with the intent to  
26 damage Rena and Kathryn Li and to confuse and deceive the public, Rena and  
27 Kathryn Li are entitled to recover defendants' profits, treble their actual damages, an  
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1 award of costs, and, this being an exceptional case, reasonable attorneys' fees  
2 pursuant to 15 U.S.C. § 1117(a).

3 **SECOND CLAIM FOR RELIEF**

4 (Common Law Trademark Infringement by Rena and Kathryn Li  
5 against all Defendants)

6 51. Plaintiffs Rena and Kathryn Li incorporate and re-allege paragraphs 1-  
7 50 of this Complaint.

8 52. Beginning in 2006 and continuously thereafter, plaintiffs have made  
9 commercial use of their RENA word and design marks in interstate commerce in  
10 connection with the manufacture and sale of their skin care, health care, and anti-  
11 aging products as alleged herein, including their Activation Energy Serum,  
12 Activation Mist, and Activation Energy Elixir products.

13 53. Within the market for organic, natural, ingestible anti-aging skin-care  
14 products, the RENA word and design marks have developed exceptionally strong  
15 goodwill and an exceptionally strong secondary meaning as identifying Rena's  
16 products and/or as coming from a single source. For that reason, defendants have  
17 falsely misrepresented to the trade and consuming public that they either acquired  
18 Rena or bought formula of RENA product or somehow evolved from it.

19 54. Prior to defendants' first use of their infringing marks, defendants were  
20 aware of plaintiffs' business and had actual notice of plaintiffs' trademarks.

21 55. Defendants' use of the purported "ARëna," "aRena," "aRENA," and  
22 "NEW! ARËNA ACTIVATION ENERGY SERUM" marks, as well as their use of  
23 the RENA mark itself, is likely to cause, and already has caused, confusion and  
24 mistake, and is likely to, and has deceived Rena's sales representatives and the  
25 consuming public as to the affiliation, connection, or association of defendants with  
26 plaintiffs, or as to the origin, sponsorship, or approval by plaintiffs of defendants'  
27 goods, services and commercial activities.

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1 Defendants' actions have been, and are being, undertaken with the intent to deceive  
2 consumers, cause confusion and mistake, and interfere with the ability of consumers  
3 to identify the source of goods by trademark, appearance and packaging. Through  
4 their conduct, defendants unlawfully exploit the goodwill and reputation that  
5 plaintiffs Rena and Kathryn Li have developed in their marks and business and  
6 defendants are unlawfully deriving benefit therefrom.

7 67. Defendants' acts alleged herein are without the consent of plaintiffs  
8 Rena and Kathryn Li and constitute the use of terms, symbols, devices or  
9 combinations thereof that are false or misleading within the meaning of 15 U.S.C.  
10 § 1125 and are likely to cause confusion, or to cause mistake, or to deceive as to the  
11 affiliation, connection, or association, or as to the origin, sponsorship, or approval,  
12 of defendants' goods by Rena and/or Kathryn Li within the meaning of 15 U.S.C.  
13 § 1125. Defendants' actions discussed and alleged herein also constitute unfair  
14 competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).  
15 Plaintiffs have been, and are being, damaged by defendants' acts.

16 68. Defendants' conduct has been intentional and willful, and is  
17 specifically calculated to trade on the goodwill that plaintiffs Rena and Kathryn Li  
18 have developed in their successful RENA BIOTECHNOLOGY products. By the  
19 aforesaid acts, including without limitation the deliberate use of Rena's unique and  
20 distinctive bottle trade dress, repeated references to "Rena" products, and use of  
21 written and photographic elements portraying Rena's owner and Chief Executive  
22 Officer in connection with goods sold and distributed in interstate commerce,  
23 defendants have infringed, and are likely to continue to infringe, plaintiffs' rights in  
24 their RENA and RENA BIOTECHNOLOGY products.

25 69. Plaintiffs Rena and Kathryn Li have been damaged by, and defendants  
26 have profited from, defendants' wrongful conduct in an amount to be proven at trial.

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## **Exhibit 1 Part 2**

1 in its protected works without Rena's authorization. Defendants' acts violate Rena's  
2 exclusive rights under the Copyright Act, including without limitation Rena's  
3 exclusive rights to reproduce its copyrighted works and to create derivative works  
4 from its copyrighted works, as set forth in 17 U.S.C. §§ 106 and 501.

5 76. Defendants' infringement (and substantial contributions to the  
6 infringement) of Rena's copyrighted works is and has been knowingly made without  
7 Rena's consent and for commercial purposes and the direct financial benefit of  
8 defendants. On information and belief, defendants also have deliberately failed to  
9 exercise their right and ability to supervise the infringing activities of others within  
10 their control to refrain from infringing Rena's copyrighted works and have failed to  
11 do so in order to deliberately further their significant financial interest in the  
12 infringement of Rena's copyrighted works. Accordingly, defendants have engaged  
13 in direct, contributory and vicarious infringement of Rena's copyrighted works.

14 77. Defendants' infringement of Rena's copyrighted works has been willful  
15 and intentional, engaged in with no regard for Rena's lawful rights.

16 78. By virtue of defendants' infringing acts, Rena is entitled to recover its  
17 actual damages plus defendants' profits, its costs of suit and attorneys' fees,  
18 statutory damages, punitive damages, and all other relief permitted under the  
19 Copyright Act.

20 79. Defendants' actions have caused and will continue to cause irreparable  
21 damage to Rena, for which Rena has no remedy at law. Unless defendants are  
22 restrained from continuing their infringement of Rena's copyrights, these injuries  
23 will continue to occur in the future. Accordingly, Rena is entitled to preliminary  
24 and permanent injunctive relief restraining defendants from further infringement.

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**SIXTH CLAIM FOR RELIEF**

(Anticybersquatting Consumer Protection Act Violation by Rena and Kathryn Li  
against all Defendants)  
(15 U.S.C. § 1125(d))

80. Rena and Kathryn Li incorporate and re-allege paragraphs 1-79 of this  
Complaint.

81. Kathryn Li's and Rena's RENA and RENA BIOTECHNOLOGY  
marks were distinctive when Defendants registered their www.RenaSkin.com and  
www.ArenaSkin.com domain names (the "Cyberpirated Domain Names").

82. The Cyberpirated Domain Names are confusingly similar to Rena's and  
Kathryn Li's RENA and RENA BIOTECHNOLOGY trademarks used for skincare  
products.

83. Defendants registered their domain names in a bad faith attempt to  
profit from the RENA and RENA BIOTECHNOLOGY marks, as evidenced by  
(i) defendants' deliberate attempt to create confusion with Rena's products through  
defendants' deliberate references to "American Rena" calculated to cause confusion  
among Internet users familiar with Rena's www.AmericanRena.com website;  
(ii) the fact that defendants' domain names do not consist of defendants' legal  
names or names by which they are otherwise commonly identified; (iii) defendants'  
lack of any prior use of their domain names in connection with a bona fide offering  
of any goods or services; (iv) defendants' lack of any bona fide noncommercial or  
fair use of the RENA or RENA BIOTECHNOLOGY marks in a site accessible  
under their domain names; (v) defendants' intent to divert consumers from Rena's  
online location to sites accessible under their domain names that can harm, and are  
harming, the goodwill represented by the RENA and RENA BIOTECHNOLOGY  
marks for commercial gain by creating a likelihood of confusion as to the source,  
sponsorship, affiliation, or endorsement of defendants' sites; and (vi) defendants'  
provision of material and misleading false contact information when applying to

1 register their domain names and their intentional failure to maintain accurate contact  
2 information.

3 84. Defendants had and have no reasonable grounds to believe that their  
4 uses of the Cyberpirated Domain Names are fair uses or otherwise lawful.

5 85. Rena and Kathryn Li are therefore entitled to the entry of an order of  
6 forfeiture or cancellation of the Cyberpirated Domain Names or requiring the  
7 transfer of the domain names to Kathryn Li.

8 86. Pursuant to Section 35 of the Lanham Act, 15 U.S.C. § 1117, plaintiffs  
9 Rena and Kathryn Li are entitled to an award of statutory damages of \$100,000  
10 against Lin, and against Wu, or, in the alternative, to recover defendants' profits, all  
11 damages sustained by Rena and Kathryn Li, and costs of the action and, this being  
12 an exceptional case, reasonable attorneys' fees.

13 **SEVENTH CLAIM FOR RELIEF**

14 (Trade Secret Misappropriation by Rena against all Defendants)

15 87. Rena incorporates and re-alleges Paragraphs 1-86 of this Complaint.

16 88. Prior to defendants' unlawful acts complained of herein, Rena had a  
17 multi-tiered sales organization comprising nearly 100,000 independent sales agents  
18 worldwide. The structure of Rena's sales force can be roughly analogized to that of  
19 an army in which a large number of privates report to a somewhat smaller number  
20 of sergeants who report to a somewhat smaller number of lieutenants who report to a  
21 somewhat smaller number of captains who report to fewer colonels who, in turn,  
22 report to still fewer generals. In such a structure, higher ranking officers exercise  
23 control, either directly or indirectly, of more persons than are controlled by lower  
24 ranking officers. Similarly, in a multi-tiered sales force, persons in the higher tiers  
25 have control of more sales personnel than persons in lower tiers enjoy.

26 89. For this reason, the identities and locations of Rena's sales  
27 representatives within its multi-level sales structure is a closely-guarded trade secret.  
28 The identities of the persons in the upper levels of Rena's sales structure and

1 knowledge of the identities of the sales persons subordinate to each of them would  
2 obviously be extremely valuable to any person or entity seeking to compete in the  
3 marketplace with Rena. For that reason, Rena has always exercised reasonable  
4 efforts to protect the secrecy of the identities of the persons in its sales structure and,  
5 until recently, that information had never been known or available to any competitor  
6 of Rena or to any person or entity that could derive financial benefit from its  
7 disclosure or use.

8 90. As persons who enjoyed positions of trust and confidence within  
9 Rena's sales force, defendants Lin and Wu understood that such information was  
10 highly confidential and trade secret and was disclosed to them under circumstances  
11 giving rise to a duty to maintain the secrecy, and limit the use, of such information.

12 91. In derogation of their obligation to maintain the secrecy of Rena's  
13 100,000-person sales organization, Lin and Wu have, instead, used and are using  
14 such information for the benefit of Sis-Joyce and have now poached a very  
15 substantial portion of Rena's sales force. Accordingly, Rena is entitled to the entry  
16 of an injunction prohibiting further use of its trade secrets; a preliminary and  
17 permanent injunction prohibiting Sis-Joyce, Lin and Wu from continuing to benefit  
18 from their misappropriation of Rena's trade secrets; an award of Rena's actual loss  
19 caused by the misappropriation; an award of defendants' unjust enrichment caused  
20 by the misappropriation and not taken into account in computing the damages for  
21 actual loss; an award of exemplary damages based on defendants' willful and  
22 malicious misappropriation of Rena's trade secrets; and an award of reasonable  
23 attorneys' fees and costs.

24 **EIGHTH CLAIM FOR RELIEF**

25 (Interference with Prospective Economic Advantage by Rena  
26 against all Defendants)

27 92. Rena incorporates and re-alleges Paragraphs 1-91 of this Complaint.  
28

1           93.    Rena’s economic relationships with its 100,000-member sales force  
2 provided prospective economic benefits for Rena.

3           94.    Defendants knew and should have known of Rena’s economic  
4 relationships with its sales representatives and that those economic relationships  
5 provided prospective economic benefits for Rena.

6           95.    Defendants committed intentional acts that were designed, and which  
7 they knew and should have known were substantially likely, to result in a disruption  
8 of Rena’s business and to impose a burden upon Rena’s economic relationships with  
9 it sales representatives. Those actions were independently wrongful and included,  
10 without limitation, the use of false representations that Rena had been acquired by  
11 Sis-Joyce and/or “ARëna;” false representations that Rena had become “ARëna;”  
12 and the use of Rena’s highly confidential and trade secret information concerning  
13 the identities and levels of the persons in its 100,000-person, multi-level sales force.

14           96.    But for the conduct of defendants, Rena’s economic relationships with  
15 its sales force would have resulted in economic benefits to Rena.

16           97.    As a result of the aforementioned conduct, Rena suffered damages in  
17 an amount to be proved at trial, but which include the loss of customers, sales  
18 representatives, sales, good will, and valuable proprietary and trade secret  
19 information. Moreover, Defendants’ misconduct will continue unabated barring  
20 relief, and Rena is therefore entitled to preliminary and permanent injunctive relief  
21 to prevent further such misconduct.

22           98.    The aforementioned conduct was despicable, wanton, oppressive,  
23 malicious, duplicitous, and performed with willful and conscious disregard of  
24 Rena’s rights and with the intent to deprive Rena of those rights. Accordingly, Rena  
25 is entitled to an award of punitive and exemplary damages.

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**NINTH CLAIM FOR RELIEF**

(Trade Libel by Rena against all Defendants)

99. Plaintiff Rena incorporates and re-alleges Paragraphs 1-98 of this Complaint.

100. Defendants have each individually and in combination made statements concerning Rena’s ownership, existence, corporate name, trademarks, products and customers that were false, inaccurate, misleading, deceptive and untrue.

101. Defendants knew that such statements were false, inaccurate, misleading, deceptive and untrue and knew and acted with reckless disregard of the truth of those statements, both at the times the statements were made and thereafter.

102. As a direct and proximate result of such statements, Rena’s customers, sales representatives, and accounts had been induced to cease, reduce, or diminish their business relationships, dealings, and orders placed with Rena.

103. As a result of the aforementioned conduct, Rena has suffered damages in an amount which has not yet been ascertained but which includes the loss of Rena’s customers, sales representatives, sales, and good will.

104. The aforementioned conduct was despicable, wanton, oppressive, malicious, duplicitous, and performed with willful and conscious disregard of Rena’s rights and with the intent to deprive Rena of its rights. Accordingly, Rena is entitled to an award of punitive and exemplary damages.

**TENTH CLAIM FOR RELIEF**

(False Light Invasion of Privacy by Kathryn Li and Robert Milliken against all Defendants)

105. Plaintiffs Kathryn Li and Robert Milliken incorporate and re-allege paragraphs 1-104 of this Complaint.

106. Defendants’ use of photographs of plaintiffs Kathryn Li and Robert Milliken, as well as the use of the letter signed by Mr. Milliken, on websites advertising and promoting defendants’ purported “ARëna” products constitutes a

1 calculated falsehood intended to deceive persons viewing the websites into believing  
2 that plaintiffs have somehow sponsored, endorsed, produced, or approved  
3 defendants' products.

4 107. In appropriating plaintiffs' likenesses, correspondence, and names,  
5 defendants have acted with actual malice in falsely portraying plaintiffs as having  
6 created or approved defendants' products when, in fact, the opposite is true.  
7 Defendants' misappropriation of plaintiffs' images, names, and letter was done  
8 maliciously as part of a calculated scheme to misappropriate plaintiffs' business by  
9 confusing and misleading plaintiffs' sales leaders, sales representatives, customers,  
10 and consumers of natural, organic topical and ingestible skin care products.

11 108. The above invasion of plaintiffs' privacy was wrongful and has caused  
12 both humiliation and financial harm to plaintiffs.

13 109. The acts alleged above were performed without plaintiffs' consent and  
14 resulted in damage to plaintiffs in an amount to be proved at trial. Plaintiffs are also  
15 entitled to profits attributable to defendants' unauthorized use of their likenesses,  
16 names and letter.

17 110. Upon information and belief, defendants have engaged in the conduct  
18 alleged above with oppression, fraud and malice. Accordingly, plaintiffs are entitled  
19 to an award of punitive and exemplary damages in an amount to be proved at trial.

20 **ELEVENTH CLAIM FOR RELIEF**

21 (Violation of Right of Publicity by Kathryn Li and Robert Milliken  
22 against all Defendants)

23 (*California Civil Code* § 3344 and the Common Law)

24 111. Plaintiffs Kathryn Li and Robert Milliken incorporate and re-allege  
25 paragraphs 1-110 of this Complaint.

26 112. Through their talent and hard work developing natural, organic topical  
27 and ingestible skin care products, plaintiffs Kathryn Li and Robert Milliken have  
28 developed and earned considerable good will and commercial value in their names,

1 images, and likenesses among persons selling, distributing and purchasing natural,  
2 organic topical and ingestible skin care products. Their likenesses convey a sense of  
3 integrity and scientific accomplishment.

4 113. Plaintiffs never agreed to allow the use of their names or likenesses in  
5 connection with the marketing, advertising, distribution or sale of defendants'  
6 products.

7 114. By using plaintiffs' names and likenesses in conjunction with the  
8 advertising of their products, defendants have knowingly misappropriated plaintiffs'  
9 names and likenesses for commercial gain.

10 115. The acts alleged above constitute a violation of *California Civil Code*  
11 § 3344 and plaintiffs' common law right of publicity.

12 116. As a direct and proximate result of defendants' acts alleged above,  
13 plaintiffs have been damaged in an amount to be proved at trial. Plaintiffs are also  
14 entitled to all profits attributable to defendants' unauthorized use of their names and  
15 likenesses.

16 117. Pursuant to *California Civil Code* § 3344(a), plaintiffs are also entitled  
17 to recover reasonable attorneys' fees.

18 118. Upon information and belief, defendants have engaged in the conduct  
19 alleged above with oppression, fraud and malice. Accordingly, plaintiffs are entitled  
20 to an award of punitive and exemplary damages in an amount to be proved at trial.

21 **TWELFTH CLAIM FOR RELIEF**

22 (California Statutory Unfair Competition by Rena against all Defendants)

23 119. Plaintiff Rena incorporates and re-alleges paragraphs 1-118 of this  
24 Complaint.

25 120. Defendants' acts described above constitute fraudulent and unlawful  
26 business practices as defined by *California Business & Profession Code* § 17200  
27 et seq.

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1           121. Plaintiffs have valuable and protectable rights in their RENA and  
2 RENA BIOTECHNOLOGY word and design marks. Those marks are inherently  
3 distinctive, and, through plaintiffs' use, have come to be associated in the market  
4 solely with Rena, which is well known as the source of the products on which they  
5 are used.

6           122. Defendants' sale of their infringing products is likely to cause  
7 confusion as to the source of their Activation Energy Serum, and other products, and  
8 is likely to cause consumers and sales representatives to be confused or mistaken  
9 into believing that there is a relationship between defendants and Rena, or that  
10 defendants' products are affiliated with or sponsored by Rena.

11           123. Defendants' use of deceptively similar Internet domain names for sites  
12 that are copied heavily from and derivative of Rena's official website is likely to  
13 cause others to be confused or mistaken into believing that there is a relationship  
14 between defendants and Rena, or that defendants' products are affiliated with, or  
15 sponsored by, Rena. The fraudulent business practices of Defendants, including  
16 their cybersquatting of domain names, infringement of Rena's copyrighted  
17 materials, theft and use of Rena's trade secret information, and intentional  
18 interference with Rena's prospective economic advantage further constitute unfair  
19 competition and fraudulent business practices.

20           124. As a direct and proximate result of defendants' wrongful conduct, Rena  
21 and Kathryn Li have been injured in fact, and have lost money and profits, and such  
22 harm will continue unless defendants' acts are enjoined by the Court. Rena and  
23 Kathryn Li have no adequate remedy at law for defendants' continuing violation of  
24 their rights.

25           125. Defendants should be required to restore to Rena and Kathryn Li any  
26 and all profits earned as a result of their unlawful and fraudulent actions, or provide  
27 Rena and Kathryn Li with any other restitution or relief as the Court deems  
28 appropriate.

**THIRTEENTH CLAIM FOR RELIEF**

(California Common Law Unfair Competition by Rena against all Defendants)

126. Plaintiff Rena incorporates and re-alleges paragraphs 1-125 of this Complaint.

127. Plaintiff's genuine RENA products have acquired a secondary meaning among leaders, sales representatives, and consumers in the natural, organic topical and ingestible skin care products market as associated with, and emanating from, Rena.

128. Defendants, through the marketing of their directly competing products, have unfairly imitated the name and appearance of Rena's products and, in doing so, have competed unfairly with Rena.

129. Rena is, therefore, entitled to an award of its actual damages and, because defendants acted with oppression, fraud, and malice, Rena is further entitled to an award of punitive and exemplary damages in an amount to be proved at trial.

**FOURTEENTH CLAIM FOR RELIEF**

(Violation of the Racketeer Influenced and Corrupt Organizations Act  
by Rena against all Defendants)  
(18 U.S.C. §§ 1962(c) and 1964(c))

130. Plaintiff Rena incorporates and re-alleges paragraphs 1-129 of this Complaint.

131. Beginning from approximately 2008 through the filing of this Complaint, and continuing into the future, in the Central District of California and elsewhere, Defendants Wu, Lin and Does 1-10 have, directly and indirectly, knowingly participated in the conduct of, and operated and managed, Sis-Joyce, an enterprise by which they are employed or associated and whose conduct and activities affect interstate or foreign commerce (the "Criminal Enterprise"), through a pattern of racketeering activity, and in so doing injured Rena in its business and property. Defendants' actions include multiple, related acts in violation of:

1 18 U.S.C. § 1341 (mail fraud), 18 U.S.C. § 1343 (wire fraud), 18 U.S.C. § 2319(a)  
2 and 17 U.S.C. § 506(a) (criminal copyright infringement), 18 U.S.C. § 2320  
3 (trafficking in counterfeit goods).

4 132. The predicate acts alleged herein occurred after the effective date of 18  
5 U.S.C. §§ 1961 et seq., and the last such act occurred within 10 years after the  
6 commission of a prior act of racketeering activity. These racketeering activities  
7 include repeated acts of:

8 (a) Criminal Copyright Infringement. Defendants Lin, Wu  
9 and Does 1-10 willfully infringed and continue to willfully infringe Rena's  
10 copyrights, including without limitation with respect to copyrighted material on the  
11 AmericanRena.com website, for purposes of commercial advantage and private  
12 financial gain, all in violation of 18 U.S.C. § 2319(a) and 17 U.S.C. § 506(a)(1)(a),  
13 (c), as alleged with greater particularity in the foregoing paragraphs.

14 (b) Trafficking in Counterfeit Goods. Defendants Lin, Wu  
15 and Does 1-10 intentionally trafficked and continue to intentionally traffic in goods  
16 while knowingly using a counterfeit mark on and in connection with such goods,  
17 and attempted and conspired to do so, including by selling non-genuine products  
18 bearing the RENA and RENA BIOTECHNOLOGY marks and by using the RENA  
19 and RENA BIOTECHNOLOGY marks, including on packaging, to sell goods  
20 bearing the "ARena" label in a manner likely to deceive and cause mistake and  
21 confusion, all in violation of 18 U.S.C. § 2320(a)(1, 2), as alleged with greater  
22 particularity in the foregoing paragraphs.

23 (c) Mail and Wire Fraud. The Criminal Enterprise was and is  
24 engaged in a scheme to defraud involving the conduct set forth herein, including by  
25 willfully infringing Rena's intellectual property rights, counterfeiting Rena's goods,  
26 misleading consumers and making false and fraudulent statements to Rena  
27 members, including on the Internet, all in an effort to unlawfully hijack Rena's  
28 business, property and rights. Defendants Lin, Wu and Does 1-10, having devised

1 such a scheme to defraud, did for the purpose of furthering and executing this  
2 scheme transmit and cause to be transmitted by means of wire communications in  
3 interstate or foreign commerce, writing, signs, signals, pictures and sound, and  
4 deposit or cause to be deposited matters or things to be sent or delivered by mail and  
5 by commercial interstate carriers, and take or receive matters or things therefrom, in  
6 violation of 18 U.S.C. § 1341, 18 U.S.C. § 1343, 18 U.S.C. § 1346, and 18 U.S.C.  
7 § 2, including without limitation by transmitting documents in furtherance of the  
8 fraudulent scheme including the email messages attached hereto as Exhibit A, by  
9 providing false information when registering the fraudulent and infringing  
10 renaskin.com website, by causing the publication on the Internet of the fraudulent  
11 and infringing renaskin.com and arenaskin.com websites that among other things  
12 make counterfeit use of the RENA and RENA BIOTECHNOLOGY marks, by  
13 willfully infringing Rena's copyrights and falsely purporting to advertise and sell  
14 "Genuine American Rena" products, and by causing the publication on YouTube of  
15 fraudulent and infringing videos, uploaded under the name "tvstripe1" on or about  
16 June 2, 2010 and August 25, 2011, that among other things make counterfeit use of  
17 the RENA and RENA BIOTECHNOLOGY marks and products and purport to  
18 advertise and sell genuine American Rena products, but direct consumers to the  
19 fraudulent and infringing renaskin.com website.

20 133. Rena has been injured in its business or property as a direct and  
21 proximate result of Defendants' violations of 18 U.S.C. § 1962(c), including injury  
22 by reason of the predicate acts constituting the pattern of racketeering activity, as  
23 alleged with greater particularity in the foregoing paragraphs.

24 134. As a result of Defendants' violations of 18 U.S.C. § 1962(c), Rena has  
25 suffered substantial damages, in an amount to be proved at trial. Pursuant to 18  
26 U.S.C. § 1964(c), Rena is entitled to recover treble its general and special  
27 compensatory damages, plus interest, costs and attorneys fees, incurred by reason of  
28 Defendants' violations of 18 U.S.C. § 1962(c).

**FIFTEENTH CLAIM FOR RELIEF**

(Conspiracy to Violate the Racketeer Influenced and Corrupt Organizations Act  
by Rena against all Defendants)  
(18 U.S.C. §§ 1962(d) and 1964(c))

135. Plaintiff Rena incorporates and re-alleges paragraphs 1-134 of this  
Complaint.

136. Beginning from approximately 2008 through the filing of this  
Complaint, and continuing into the future, in the Central District of California and  
elsewhere, Defendants Lin, Wu, Does 1-10 and others acting in concert with or on  
behalf of them, knowingly, willfully, and unlawfully, did conspire, combine,  
confederate and agree together to violate 18 U.S.C. § 1962(d) by furthering,  
promoting, and facilitating the Criminal Enterprise as detailed above, in violation of  
18 U.S.C. § 1962(c).

137. In furtherance of this unlawful conspiracy and its multiple objects, as  
alleged herein, Defendants Lin, Wu, and various co-conspirators committed  
numerous overt acts, including but not limited to those set forth above.

138. Rena has been injured in its business or property as a direct and  
proximate result of Defendants' violations of 18 U.S.C. § 1962(d), including injury  
by reason of the predicate acts constituting the pattern of racketeering activity. As a  
result of the conspiracy between and among Defendants to violate 18 U.S.C.  
§ 1962(c), Rena has suffered substantial damages, in an amount to be proved at trial.  
Pursuant to 18 U.S.C. § 1964(c), Rena is entitled to recover treble its general and  
special compensatory damages, plus interest, costs and attorneys fees, incurred by  
reason of Counter-defendants' violations of 18 U.S.C. § 1962(d).

**SIXTEENTH CLAIM FOR RELIEF**

(Unjust Enrichment by Rena against all Defendants)

139. Plaintiff Rena incorporates and re-alleges paragraphs 1-138 of this  
Complaint.

1 140. As a direct and proximate result of the misconduct set forth above,  
2 defendants have been unjustly enriched, to Rena's detriment. Rena seeks a  
3 worldwide accounting and disgorgement of all ill-gotten gains and profits resulting  
4 from defendants' inequitable activities.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, plaintiffs American Rena International Corp., WanZhu,  
7 "Kathryn" Li and Robert M. Milliken demand judgment:

8 1. That defendants, their agents, servants and employees, and all persons  
9 acting in concert with them, be preliminarily and permanently enjoined from  
10 engaging in the unlawful conduct set forth herein, including in that they be enjoined  
11 from, directly or indirectly infringing plaintiff Rena's RENA and RENA  
12 BIOTECHNOLOGY trademarks; making any commercial use or use in commerce  
13 of or references to the RENA or RENA BIOTECHNOLOGY marks; making any  
14 commercial use or use in commerce of or references to the "ARëna," "aRena,"  
15 "aRENA," or "NEW! ARëNA ACTIVATION ENERGY SERUM" marks; making  
16 any commercial use or use in commerce of or references to "New Rena" or "Rena;"  
17 making any commercial use or use in commerce of or references to photographs or  
18 images of plaintiffs Li and/or Milliken; making any commercial use or use in  
19 commerce of or references to any of Rena's copyrighted materials, including those  
20 materials that appear on the AmericanRena.com website; making any commercial  
21 use or use in commerce of or references to any brochures, fliers, or websites that  
22 misappropriate the content or use any photographs, illustrations, or textual material,  
23 or that copy the look and feel, of Rena's brochures, fliers and website; making any  
24 commercial use or use in commerce of or references to product bottles or containers  
25 that are confusingly similar to product bottles or containers used by Rena, or any  
26 trade dress employed by Rena; and from otherwise engaging in unfair competition  
27 with Rena or interfering improperly with any prospective economic advantage  
28

1 enjoyed by Rena, including by providing misleading or false information to Rena  
2 customers.

3 2. An order directing the United States Patent and Trademark Office to  
4 cancel the purported "NEW! RĒNA ACTIVATION ENERGY SERUM" mark  
5 registered pursuant to Certificate of Registration No. 4,002,069.

6 3. An order directed to Network Solutions, Inc., directing that ownership  
7 of the www.Renaskin.com and www.Arenaskin.com domain names be transferred  
8 to Li.

9 4. That plaintiffs Li and Milliken be awarded damages for the false-light  
10 invasions of their privacy and violations of their rights of publicity.

11 5. That Rena recover its actual damages and lost profits, and that it be  
12 awarded an amount equal to defendants' unjust enrichment to the extent that such  
13 unjust enrichment is not reflected in the award of damages, and that a constructive  
14 trust in favor of Rena be imposed over defendants' ill-gotten gains and profits.

15 6. That defendants be ordered to pay punitive and exemplary damages in a  
16 sum sufficient to punish and make an example of them, and deter them and others  
17 from similar wrongdoing.

18 7. That defendants be ordered to pay double damages due to their willful  
19 and malicious misappropriation of Rena's trade secrets.

20 8. That defendants be ordered to pay trebled general and special damages,  
21 together with interest thereon, costs and attorneys' fees, incurred by reason of their  
22 violations of 18 U.S.C. §§ 1962(c) - (d).

23 9. That defendants pay to plaintiffs the full cost of this action and  
24 plaintiffs' attorneys' fees and investigator's fees.

25 10. That plaintiffs have such other and further relief as the Court may deem  
26 just and proper.

27

28

1 DATED: August 13, 2012

QUINN EMANUEL URQUHART &  
SULLIVAN, LLP  
Bruce E. Van Dalsem  
David W. Quinto  
B. Dylan Proctor

6 By   
7 \_\_\_\_\_  
8 Bruce E. Van Dalsem  
9 David W. Quinto  
10 Attorneys for American Rena International  
11 Corp., WanZhu "Kathryn" Li, and Robert  
12 M. Milliken  
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----- Forwarded Message -----

**From:** virginia wu <[virginiachu7@yahoo.com](mailto:virginiachu7@yahoo.com)>

**To:** [virginiachu7@yahoo.com](mailto:virginiachu7@yahoo.com)

**Sent:** Sunday, February 13, 2011 12:51 AM

**Subject:** New Rena Company is lunched

**Dear Arena gold members,**

**Bank: CHASE BANK**

**SWift code: CHASUS33**

**Account: 946067170**

**Company: Sis-Joyce International Co.LTD**

**New Rena product has arrived. The product name called Arena. Company will open on the end of the February. Member can reorder the product now.**

Please deposit the premium of US\$1527.39 (No Tax - Promotion) to the above Bank account. and email to me [virginiachu7@yahoo.com](mailto:virginiachu7@yahoo.com) for indicating the member's old ID#, Name, Tel#, Address.

Company will ship the order to your address. Package including 10 bottles of concentrate and 2 empty bottles. The member in out of state will receive 11 bottles of concentrate.

I will provide all the member's order record to the Company. When the Company computer system are ready around begining of the March, All member's commission will be paid.

So, please grab this chance, I believe we can do better, bigger and easier at this time. Any questions please call me or email me. Thank you. 626-329-3991

在加州的會員訂貨須知:

10瓶50倍的濃縮液, 沒有外面的紙合包裝, 加上二瓶30ml的能量空瓶.

外面的紙合包裝以後會補發給會員.

目前促銷中, 含稅只須付 US\$ 1,527.39元. 請直接存入上面的Account. 存完後請 E-mail給[virginiachu7@yahoo.com](mailto:virginiachu7@yahoo.com) 請告知您在舊的ID號碼#, 姓名, 電話, 及郵寄地址. 公司馬上會把貨郵寄到您要的地址, 必須要有人簽收.

外州及其它國家的會員訂貨須知:

11瓶50倍的濃縮液, 沒有外面的紙合包裝, 加上二瓶30ml的能量空瓶.

外面的紙合包裝以後會補發給會員。

目前促銷中. 只須付 US\$ 1,527.39元.(就多了一瓶) 請直接存入上面的Account.  
存完後請 E-mail給 [virginiachu7@yahoo.com](mailto:virginiachu7@yahoo.com) 請告知您在的舊ID號碼 #,  
姓名, 電話, 及郵寄地址. 公司馬上會把貨郵寄到您要的地址, 必須要有人簽收.

讓我集合在一起報備給公司, 待電腦系統都完成後, 公司馬上會把獎金撥下來.

**Best regard,  
Virginia Wu  
626-329-3991**

**EXHIBIT A**

IT

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----- Forwarded Message -----

**From:** virginia wu <[virginiachu7@yahoo.com](mailto:virginiachu7@yahoo.com)>

**To:** Margaux Cheng <[regency898@yahoo.com.tw](mailto:regency898@yahoo.com.tw)>; ROB SIMONE <[robsimonetalks@yahoo.com](mailto:robsimonetalks@yahoo.com)>; Lisa Canada <[lisa\\_ma@yahoo.com](mailto:lisa_ma@yahoo.com)>

**Cc:** Kavina Chang <[globalfreestore@yahoo.com](mailto:globalfreestore@yahoo.com)>; Simon Ma Rena <[simonma7@yahoo.com](mailto:simonma7@yahoo.com)>

**Sent:** Wednesday, March 16, 2011 11:42 AM

**Subject:** Arena needs your information

Dear all,

It is good to hear that Arena ( 2nd generation of Rena) is finally open for our members. Now all we need to do is go to the back office key in your personal information. Later we will notify you how to activate your account for the member who has ordered product.

Go to [sisjoyce.com](http://sisjoyce.com)

go to office => member log in ( please add 6 before your member ID and password )  
go to Manage my account => Personal information (Remember ID# is your Social Security #)

Please call me if you have any questions.

Have a good day  
Virginia

**EXHIBIT A**

IT

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----- Forwarded Message -----

**From:** virginia wu <[virginiachu7@yahoo.com](mailto:virginiachu7@yahoo.com)>

**To:** ROB SIMONE <[robsimonetalks@yahoo.com](mailto:robsimonetalks@yahoo.com)>; Lisa Canada <[lisa\\_ma@yahoo.com](mailto:lisa_ma@yahoo.com)>; Jane Wang Rena <[tojxw@yahoo.com](mailto:tojxw@yahoo.com)>; Kavina Chang <[globalfreestore@yahoo.com](mailto:globalfreestore@yahoo.com)>; Tina Rena <[tinalee4rena@yahoo.com](mailto:tinalee4rena@yahoo.com)>; Vanessa Canada <[vanessawong\\_ca@yahoo.ca](mailto:vanessawong_ca@yahoo.ca)>; Wendy Li Rena <[syli233@hotmail.com](mailto:syli233@hotmail.com)>; Margaux Cheng <[regency898@yahoo.com.tw](mailto:regency898@yahoo.com.tw)>

**Sent:** Monday, February 21, 2011 12:54 AM

**Subject:** Fw: Re : Very Exciting Update News !

**Dear All Members :**

**The Top Leader, Annie Lin**

**She has very exciting news for everyone!**

**On the Feb-26-11 Pm 3:00-6:00**

**Feb-27-11 Pm 1:00-5:00**

**All members that attend will receive complementary gifts and also be eligible for a raffle for the patented micro-molecular Activation energy bottle.**

**Special thanks to Alice Hsu for providing us with the meeting location!**

感謝我們的大 Leader Annie Lin 將專程給我們帶來令人興奮的好消息。  
會議的時間如下。

2月26日 Pm 3:00-6:00

2月27日 Pm 1:00-5:00

我們有抽獎活動, 獎品非常豐富, 達到千元以上。

其中包括有專利的能量瓶。

**EXHIBIT A**

所有來的會員將都會有禮物贈送.

我們特別在此感謝Alice Hsu她提供我們會議場所.

**Address Located:** 聖約翰美容學院

**9526 Las Tunas Dr  
Temple City CA 91780**

On Las Tunas between Temple city & Rosemead .  
It is located on primrose Ave right in front  
of the Mandarin Noodle Deli.

Best Regard  
Virginia

**EXHIBIT A**

--- On Sun, 6/12/11, Annie Lin <[annierenausa@yahoo.com](mailto:annierenausa@yahoo.com)> wrote:

From: Annie Lin <[annierenausa@yahoo.com](mailto:annierenausa@yahoo.com)>

Subject: Fw: New Powerpoints

To: "Simon Ma" <[simonma7@yahoo.com](mailto:simonma7@yahoo.com)>, [virginiachu7@yahoo.com](mailto:virginiachu7@yahoo.com), "Christine Ko" <[arenausa7@yahoo.com](mailto:arenausa7@yahoo.com)>

Date: Sunday, June 12, 2011, 2:34 PM

--- On Sun, 6/12/11, Annie Lin <[annierenausa@yahoo.com](mailto:annierenausa@yahoo.com)> wrote:

From: Annie Lin <[annierenausa@yahoo.com](mailto:annierenausa@yahoo.com)>

Subject: New Powerpoints

**EXHIBIT A**

**COPY**

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

**I (a) PLAINTIFFS** (Check box if you are representing yourself )  
American Rena International Corp., a California corporation; Wanzhu "Kathryn" Li, an individual; and Robert M. Milliken, an individual,

**DEFENDANTS**  
Sis-Joyce International Co., Ltd., a California corporation; Alice "Annie" Lin, an individual; Virginia Wu, an individual; and Does 1 - 10,

**(b) Attorneys** (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  
QUINN EMANUEL URQUHART & SULLIVAN, LLP  
Bruce E. Van Dalsem (Bar No. 124128)  
David W. Quinto, (Bar No. 106232)  
B. Dylan Proctor (Bar No. 219354)  
865 S. Figueroa St., 10th Floor  
Los Angeles, CA 90017 - 213/443-3000

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an X in one box only.)  
 1 U.S. Government Plaintiff  3 Federal Question (U.S. Government Not a Party)  
 2 U.S. Government Defendant  4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only** (Place an X in one box for plaintiff and one for defendant.)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. ORIGIN** (Place an X in one box only.)  
 1 Original Proceeding  2 Removed from State Court  3 Remanded from Appellate Court  4 Reinstated or Reopened  5 Transferred from another district (specify):  6 Multi-District Litigation  7 Appeal to District Judge from Magistrate Judge

**V. REQUESTED IN COMPLAINT: JURY DEMAND:**  Yes  No (Check 'Yes' only if demanded in complaint.)

**CLASS ACTION** under F.R.C.P. 23:  Yes  No **MONEY DEMANDED IN COMPLAINT:** \$ Amount to be prove

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
Lanham Trademark Act, 15 U.S.C. §1116, 1117 & 1125(a) & (d); 17 U.S.C. §101 and 18 U.S.C. §1964(c)

**VII. NATURE OF SUIT** (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS PERSONAL INJURY	TORTS PERSONAL PROPERTY	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 General	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/ Other	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<b>BANKRUPTCY</b>	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<b>FORFEITURE/PENALTY</b>	<b>PROPERTY RIGHTS</b>
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<b>CIVIL RIGHTS</b>	<input type="checkbox"/> 610 Agriculture	<input checked="" type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 630 Liquor Laws	<b>SOCIAL SECURITY</b>
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 891 Agricultural Act	<b>REAL PROPERTY</b>	<b>IMMIGRATION</b>	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 862 Black Lung (923) (405(g))
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 465 Other Immigration Actions			<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 240 Torts to Land				<b>FEDERAL TAX SUITS</b>
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 290 All Other Real Property				<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609

CV12 06972

FOR OFFICE USE ONLY: Case Number: \_\_\_\_\_

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed?  No  Yes

If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case?  No  Yes

If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

(Check all boxes that apply)

- A. Arise from the same or closely related transactions, happenings, or events; or
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.  
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
American Rena International Corp., WanZhu "Kathryn" Li, Robert M. Milliken - Los Angeles County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.  
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Virginia Wu - Los Angeles County	Alice "Annie" Lin - Alameda County Sis-Joyce international Co., Ltd. - Sacramento County

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

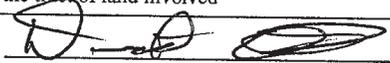
**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note:** In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):

  
David W. Quinto

Date August 13, 2012

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

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

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Dolly Gee and the assigned discovery Magistrate Judge is John E. McDermott.

The case number on all documents filed with the Court should read as follows:

**CV12- 6972 DMG (JEMx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====  
**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

**Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

**Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

**Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

ORIGINAL

Name & Address:

QUINN EMANUEL URQUHART & SULLIVAN, LLP  
Bruce E. Van Dalsem (Bar No. 124128)  
Daivd W. Quinto (Bar No. 106232)  
B. Dylan Proctor (Bar No. 219354)  
865 S. Figueroa St., 10th Fl., Los Angeles, CA 90017

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

American Rena International Corp., a California corporation; Wanzhu "Kathryn" Li, an individual; and Robert M. Milliken, an individual,  
PLAINTIFF(S)

v.

Sis-Joyce International Co., Ltd., a California corporation; Alice "Annie" Lin, an individual; Virginia Wu, an individual; and Does 1 - 10,  
DEFENDANT(S).

CASE NUMBER

CV12 06972 DMG (JEMx)

SUMMONS

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached  complaint  amended complaint  counterclaim  cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Bruce E. Van Dalsem, whose address is 865 S. Figueroa Stree, 10th Fl., Los Angeles, CA 90017. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: 8/13/12

By: *Clower*  
Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

# **Exhibit 1A Part 1**

1 QUINN EMANUEL URQUHART & SULLIVAN, LLP  
 Bruce E. Van Dalsem (Bar No. 124128)  
 2 brucevandalsem@quinnemanuel.com  
 David W. Quinto (Bar No. 106232)  
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 4 dylanproctor@quinnemanuel.com  
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 5 Los Angeles, California 90017-2543  
 Telephone: (213) 443-3000  
 6 Facsimile: (213) 443-3100



7 Attorneys for American Rena International  
 Corp., WanZhu "Kathryn" Li, and Robert  
 8 M. Milliken

9  
 10 UNITED STATES DISTRICT COURT  
 11 CENTRAL DISTRICT OF CALIFORNIA  
 12 WESTERN DIVISION

14 American Rena International Corp., a  
 California corporation; WanZhu  
 15 "Kathryn" Li, an individual; and Robert  
 M. Milliken, an individual,

16 Plaintiffs,

17 vs.

18 Sis-Joyce International Co., Ltd., a  
 California corporation; Alice "Annie"  
 19 Lin, an individual; Robert Simone, an  
 20 individual; Christine "Nina" Ko, an  
 individual; and DOES 3-10,

21 Defendants.  
 22

CASE NO. 12-06972-FMO (JEMx)

**FIRST AMENDED COMPLAINT  
 FOR:**

1. **FEDERAL TRADEMARK INFRINGEMENT;**
2. **COMMON LAW TRADEMARK INFRINGEMENT;**
3. **TRADEMARK CANCELLATION;**
4. **FEDERAL UNFAIR COMPETITION;**
5. **COPYRIGHT INFRINGEMENT;**
6. **VIOLATION OF THE ANTI-CYBERSQUATTING CONSUMER PROTECTION ACT;**
7. **TRADE SECRET MISAPPROPRIATION;**
8. **INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;**
9. **TRADE LIBEL;**
10. **FALSE LIGHT INVASION OF PRIVACY;**
11. **VIOLATION OF RIGHT OF**

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- PUBLICITY;**
  - 12. CALIFORNIA STATUTORY UNFAIR COMPETITION;**
  - 13. CALIFORNIA COMMON LAW UNFAIR COMPETITION;**
  - 14. RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT VIOLATION;**
  - 15. CONSPIRACY TO VIOLATE RICO; AND**
  - 16. UNJUST ENRICHMENT**
- JURY TRIAL DEMAND**

1 Plaintiffs American Rena International Corp. (“Rena”), WanZhu (“Kathryn”)  
2 Li, and Robert M. Milliken (“Milliken”) complain and allege as follows against  
3 defendants Sis-Joyce International Co. Ltd., (“Sis-Joyce”), Alice “Annie” Lin  
4 (“Lin”), Robert Simone (“Simone”), Christine “Nina” Ko (“Ko”), and DOES 3-10:

5 **NATURE OF THE ACTION**

6 1. This is an action to prevent the complete theft of a business – lock,  
7 stock, and barrel. Plaintiff WanZhu “Kathryn” Li is an entrepreneur who began  
8 manufacturing and distributing skincare products in Los Angeles, California in  
9 2006. The company she founded, plaintiff Rena, quickly grew to directly employ 20  
10 persons in California. By 2010 Rena generated \$30 million in annual sales, with the  
11 bulk of that sum resulting from exports to the People’s Republic of China and other  
12 countries in Asia.

13 2. Defendant Lin, Simone, and Ko were customers and independent  
14 sales agents for Rena’s products who embarked on a brazen scheme to compete  
15 unfairly with Rena and, ultimately, steal its business altogether. Initially, Lin  
16 engaged in straightforward counterfeiting – she manufactured counterfeit labels  
17 using Rena’s proprietary RENA and RENA BIOTECHNOLOGY marks, applied  
18 them to generic bottles, and then sold adulterated RENA products she had purchased  
19 from Rena in competition with Rena. When Rena learned of Lin’s perfidy in late  
20 2010, it cut off her supply of RENA products. On information and belief, Lin then  
21 attempted to pass off bottles of tap water as genuine RENA products.

22 3. Lin was neither deterred by Rena’s cutting off her supply of  
23 products nor satisfied with the harm she had caused through their counterfeiting. On  
24 the contrary, when Rena sought to put an end to her counterfeiting of authentic  
25 RENA products, Lin, with the help of defendants Simone and Ko, embarked on a  
26 secret campaign to co-opt the market for RENA products, and to hijack Rena’s  
27 entire business. Operating under the name of defendant Sis-Joyce, Lin secretly told  
28 Rena’s consumers that Rena was out of business and that defendant Sis-Joyce – an

1 entity owned by Lin – now sold RENA products. With the help of Simone and Ko,  
2 Lin released and distributed a competing product called “ARëna,” which defendants  
3 labeled as “new” and “improved.” Defendants went so far as to claim in marketing  
4 materials that “**Rena is Now aRena!**,” and described “ARëna” as an “Activation  
5 Energy Serum” – the same description that Rena uses for its product. Lin also  
6 falsely told Rena’s independent sales agents and customers that Rena had been  
7 acquired by “ARëna” or sold its proprietary product formulas to “ARëna,” and that  
8 Rena’s “new” products *were* “ARëna.” Simone, with the knowledge or constructive  
9 knowledge of the other defendants, launched websites, including  
10 [www.RenaSkin.com](http://www.RenaSkin.com) and [www.ArenaSkin.com](http://www.ArenaSkin.com), which blatantly misappropriate  
11 Rena’s trademark, copy vast quantities of copyrighted materials from Rena’s  
12 website, included the names and photographs of *Rena’s* founders, and sold  
13 defendants’ infringing “ARëna” products. Simone also launched YouTube videos  
14 displaying and advertising *Rena’s* products and trademarks, but directing the public  
15 to defendants’ knockoff websites. Defendants sold their “ARëna” products in  
16 bottles that precisely copy the highly distinctive .51 oz plastic bottle designed by  
17 Rena for its principal product, the RENA Activation Energy Serum.

18 4. Since defendants launched their bogus “ARëna” products and  
19 engaged in their campaign to steal Rena’s business and customers, Rena’s  
20 worldwide sales have dropped astronomically – from an average of approximately  
21 \$2.5 million a month as of 2010 and early 2011 to less than \$500,000 a month now.  
22 By purporting to *be* Rena, defendants have destroyed virtually all of Rena’s U.S.  
23 sales and are now cutting substantially into its foreign sales. Unless enjoined,  
24 defendants will complete what they set out to achieve – the wholesale theft of  
25 Rena’s business.

26 5. On July 4, 2012, Rena was notified by several sales agents in China  
27 of overtures received from Lin to sell purported “ARëna” products. It was only then  
28 that Rena discovered Lin’s surreptitious effort to steal Rena’s business and clients

1 through their misleading statements to purchasers, and it was only then that Rena  
2 discovered the infringing “ARëna” products.

3 6. Plaintiffs seek preliminary and permanent injunctive relief to enjoin  
4 and restrain defendants’ acts of direct and contributory trademark infringement,  
5 copyright infringement, false and deceptive advertising, trade secret  
6 misappropriation, trade libel, interference with prospective economic advantage,  
7 unfair competition, and invasion of privacy; cancellation of defendant Lin’s NEW!  
8 ARËNA ACTIVATION ENERGY SERUM trademark; an order transferring  
9 ownership of the purported www.RenaSkin.com and www.ArenaSkin.com domain  
10 names to Rena; an order impounding the infringing goods; restitution of defendants’  
11 illicit gains; damages; and punitive and exemplary relief.

12 **PARTIES**

13 7. Plaintiff Rena is a California corporation having its principal place  
14 of business in Los Angeles, California.

15 8. Plaintiff WanZhu Li is an individual who resides in Los Angeles  
16 County, California. Li is sometimes known by her Chinese nickname, “WenJia,”  
17 and sometimes by her American name, “Kathryn.”

18 9. Plaintiff Robert M. Milliken is an individual who resides in Los  
19 Angeles County, California. Milliken is the Chief Executive Officer of Rena.

20 10. Defendant Sis-Joyce is a California corporation having its principal  
21 place of business in Elk Grove, California. Sis-Joyce is owned, in whole or in part,  
22 by defendant Lin.

23 11. Defendant Alice “Annie” Lin is an individual who, upon  
24 information and belief, resides in Fremont, California and is an owner of Sis-Joyce.

25 12. Defendant Robert Simone is an individual who, upon information  
26 and belief, resides in Los Angeles County, California. Mr. Simone is listed as  
27 having registered domain names and obtained hosting services for the  
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1 www.RenaSkin.com and www.ArenaSkin.com websites, which exclusively sell Sis-  
2 Joyce-supplied ARëna products.

3 13. Defendant Christine "Nina" Ko is an individual who, upon  
4 information and belief, resides in Los Angeles County, California. Upon  
5 information and belief, Ko is an agent of Sis-Joyce who shares responsibility for  
6 Sis-Joyce's operations.

7 14. Plaintiffs are ignorant of the true names and capacities of the  
8 defendants who are named herein under the fictitious names DOES 3-10, inclusive.  
9 Plaintiffs will seek leave of the court to amend the complaint to allege their true  
10 names and capacities when ascertained. Plaintiffs are informed and believe, and  
11 based thereon allege, that each of the fictitiously named DOE defendants is  
12 responsible in some manner for the wrongful conduct alleged herein. Plaintiffs  
13 further allege that each defendant acted in concert and participation with, as agent of  
14 or representative for, at the request of, or on behalf of Sis-Joyce, Lin, Simone,  
15 and/or Ko. Each charge and allegation alleged herein is, therefore, also hereby  
16 alleged against each fictitiously named DOE defendant.

17 **JURISDICTION AND VENUE**

18 15. This action arises under the Lanham Trademark Act, 15 U.S.C.  
19 Sections 1114, 1116, 1117, and 1125(a) and (d); 17 U.S.C. Sections 101, *et seq.*; and  
20 18 U.S.C. Section 1964(c). This Court has original subject matter jurisdiction  
21 pursuant to 20 U.S.C. Section 1331, *et seq.*; 28 U.S.C. Sections 1331 and 1338;  
22 15 U.S.C. Sections 1116 and 1121; and 18 U.S.C. Section 1964(c). This Court has  
23 supplemental jurisdiction over plaintiffs' state law claims pursuant to 28 U.S.C.  
24 Section 1367.

25 16. Venue lies in this District pursuant to 28 U.S.C. Sections 1391(b)  
26 and (c); 28 U.S.C. Section 1400(a); and 18 U.S.C. Section 1965.

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**FACTUAL ALLEGATIONS**

**Rena's Business and Trademarks**

17. Rena is an internationally acclaimed manufacturer and distributor of high-end skin care, healthcare, and anti-aging products located in Los Angeles, California. Since June 2006, it has sold its products using its RENA and RENA BIOTECHNOLOGY trademarks. RENA BIOTECHNOLOGY is registered in the United States in International Class 5. Rena was founded and is owned by plaintiff Kathryn Li, who is also the registered owner of its trademarks and who has granted an exclusive license of those trademarks to Rena. Plaintiff Robert Milliken is Rena's Chief Executive Officer.

18. Rena manufactures and sells a suite of health-related products, including Activation Energy Serum, Activation Mist, and Activation Energy Elixir. Rena's scientists have extracted nearly 100 minerals and trace elements for use in products designed to help users resist the effects of aging. The Rena products incorporating those natural minerals are absorbed through the skin and can reach a depth of 30 to 50 millimeters. Rena's products are designed to reduce wrinkles, inflammation, and pain while moisturizing skin and promoting skin health.

19. To protect its valuable and unique products, Rena has sought U.S. trademark registrations for its marks. It obtained registration of its RENA BIOTECHNOLOGY word mark, No. 3,332,867, in 2007 with a first-use-in-commerce date of February 1, 2007. In April 2012, it applied for registration of a stylized RENA BIOTECHNOLOGY mark, Serial No. 85,587,003, with a first-use-in-commerce date of June 29, 2006. The stylized RENA BIOTECHNOLOGY mark, used on all Rena products since June 2006, is shown below.





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24. Upon discovering this counterfeiting in or about October or November 2010, Rena discontinued Lin's supply of RENA products, believing that cutting off Lin's supply of product would force an end to her counterfeiting and infringement.

25. But Lin did not abandon these illegal activities. Instead, on information and belief, Lin started selling tap water or contents other than the genuine Rena product, which she passed off as genuine RENA products using their counterfeit labels.

**Defendants' Fraudulent Websites and Sales**

26. Starting in or about early 2011, Lin began working with agents and/or distributors, including Simone and Ko, to manufacture and sell so-called

1 “ARëna” products. Like Lin, both Simone and Ko were former members of Rena.  
2 To further their plan, Lin, Simone, and Ko communicated through e-mail to plan  
3 meetings and distribute materials to promote infringing products. These efforts also  
4 included the creation and operation of fraudulent and infringing websites.

5 27. With the knowledge or constructive knowledge of Lin and Ko,  
6 Simone registered the [www.RenaSkin.com](http://www.RenaSkin.com) website through an intermediary or  
7 using an assumed name, “Damon Rith,” in an effort to hide his involvement in the  
8 site. The “WHO IS” look up reflects that “Damon Rith” is the registrant,  
9 administrative contact, and technical contact for [RenaSkin.com](http://RenaSkin.com) and that he  
10 purportedly resides at “123 Reed Street” in Blue Bell, Pennsylvania 19422 – an  
11 address that does not exist. There is also apparently no known record of “Damon  
12 Rith” in Pennsylvania. Defendant Simone registered the [RenaSkin.com](http://RenaSkin.com) domain  
13 name using false contact information in an effort to hide his true identity. On  
14 August 14, 2012, defendant Simone purchased private, anonymous domain  
15 registration services for [Renaskin.com](http://Renaskin.com), using the e-mail address  
16 [renausal@gmail.com](mailto:renausal@gmail.com).

17 28. The [RenaSkin.com](http://RenaSkin.com) website has been carefully crafted to cause  
18 maximum confusion with plaintiff Rena’s genuine products and plaintiff’s  
19 [AmericanRena.com](http://AmericanRena.com) website. Virtually every page of the site has the following  
20 header: “*Genuine American Rena Anti-Aging Activation Serum.*” The site  
21 declares that “Rena Activation Energy contains innovative materials, processed  
22 from natural minerals by an advanced purifying technology.” As shown below, the  
23 site displays a photograph of Rena’s founder, Kathryn Li, and its Chief Executive  
24 Officer, Robert Milliken, with the caption, “Who performs research and  
25 development[?] Where does manufacturing take place?”

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**Genuine American Rena Anti-Aging Activation Serum**

a more youthful you

HOME About Us Testimonials Order

Our Company

Rena Serum

Research

Effectiveness

Alkalize Water

Q & A

Testimonials

Distributors

Translate

**PHYSICAL HEALTH, EMOTIONAL HEALTH AND SPIRITUAL HEALTH!**

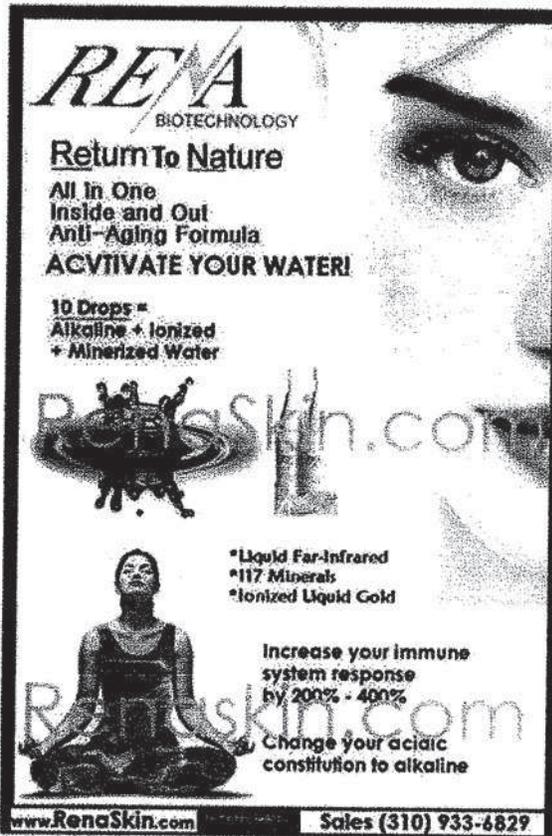
**1. Who performs research and development Where does manufacturing take place?**

With "creating health and beauty" and advocating "green [natural] products" as guiding principles, American RENA International Corp has hired doctors of medicine and scientists with many years of abundant clinical experience to our research staff.

The manufacturing plant is not only a factory **approved by the U.S. FDA**, it has GMP manufacturing standards, and also has licenses and certificates issued by the state government for products with special effects and the qualification to produce pharmaceuticals.

29. The site copies substantially all the designs, graphics, photographs and text of the AmericanRena.com website. The site declares, in the "Q&A" section, that "American RENA external use products ... do not contain alcohol or preservatives" in response to the question, "I've heard that American RENA Activation Spray external spray products are very effective at restoring and preserving skin with pimples or have been damaged as a result of using cosmetics containing lead, mercury, or stimulants - is this true?" Remarkably, the RenaSkin.com website even has a large reprint of Rena's stylized RENA BIOTECHNOLOGY trademark (shown below) and depictions of *Rena's* products and brochures.

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30. The purported RenaSkin.com website copies extensively from Rena's AmericanRena.com website, even to the extent of reproducing a letter authored by Mr. Milliken. The purported RenaSkin.com site includes such headings as "RENA-LIQUID FAR INFRARED = ALKALINE NEGATIVE ION" and "DESCRIPTION OF RENA LIQUID LIFE ACTIVATION ENERGY PRODUCTS," and contains descriptions of "American Rena Activation Serum," among numerous references to "American Rena," "American RENA," and "RENA." It contains a "COMPARISON OF BOTOX VERSUS American RENA," and depicts two pages copied from the American Rena brochure and website. Still further, the stylized RENA BIOTECHNOLOGY trademark appears in conjunction with references to the purported RenaSkin.com website.

31. Products ordered from RenaSkin.com were shipped from an address obtained and used by Simone with the non-existent address information of the

1 “Domain of Melchizedek.” The infringing products were packaged with the Sis-  
2 Joyce logo and labeled “New! ARëna Activation Energy Serum.” Further, the  
3 packaging used to ship the infringing products bore a stylized RENA mark and  
4 included promotional brochures containing variations of plaintiffs’ protected RENA  
5 and RENA BIOTECHNOLOGY marks.

6 32. Rena is further informed and believes that with the knowledge or  
7 constructive knowledge of Lin and Ko, Simone registered the www.ArenaSkin.com  
8 website using an assumed name, “Dave Simms,” and the emails  
9 renausa1@gmail.com and submitmystuff@yahoo.com. The “WHO IS” information  
10 provided to the registrar of the ArenaSkin.com domain name reflects that (i) the  
11 registrant is “Dave Simms,” (ii) the administrative contact is “Dave Ded,” (iii) the  
12 technical contact is “Dave Sed,” (iv) Ded and Sed can be found at “123 Red Road”  
13 in Blue Bell, Pennsylvania 19422; and (v) Simms can be found at “124 Red Road”  
14 in Blue Bell, Pennsylvania 19422. In fact, there is no “Red Road” in Blue Bell, nor  
15 does there appear to be a “David Simms” in that city. Thus, as to the  
16 ArenaSkin.com website as well, the registrar was provided with false information to  
17 hide the true names and capacities of the registrant, administrative contact, and  
18 technical contact.

19 33. The purported ArenaSkin.com site is very similar to the  
20 RenaSkin.com site, and is equally infringing of Rena’s rights. For example, the  
21 header at the top of each page has been modified to proclaim, “*Genuine American*  
22 *aRena Anti-Aging Activation Serum*” - but is accompanied by the explanation that,  
23 “**Rena is Now aRena!**” The purported “**aRena**” products are described as having a  
24 “**New Improved Formula**” in an effort to persuade consumers that Rena has  
25 become “ARëna” when it has not. It, too, copies without authorization a letter  
26 authored by Rena’s Chief Executive Officer, Robert Milliken, extolling the benefits  
27 of genuine Rena products. Further, it has extensively copied graphics and text from  
28 Rena’s website.

1           34.       Records reveal that defendant Simone controlled the payment  
2 accounts used to process orders from ArenaSkin.com and RenaSkin.com. Simone  
3 used the alias “Rena Corp,” login alias “AMERICANRENA,” and the e-mail  
4 addresses renausa1@gmail.com; robmib@excite.com; and  
5 robsimonetalks@yahoo.com, all of which were designed to hide Simone’s  
6 involvement with the websites.

7           35.       With the knowledge or constructive knowledge of Lin and Ko,  
8 Simone registered yet another website, www.American-Rena.com, using the alias  
9 “Robert Sim.” This website displayed “American Rena” on its homepage,  
10 advertised “ARena Activation Serum” as “American RENA Activation Serum  
11 Spray,” and displayed the infringing .51 ounce ARēna bottle beside a paragraph  
12 stating that “Rena Activation Energy contains innovative materials, processed from  
13 natural minerals by an advanced purifying technology.”

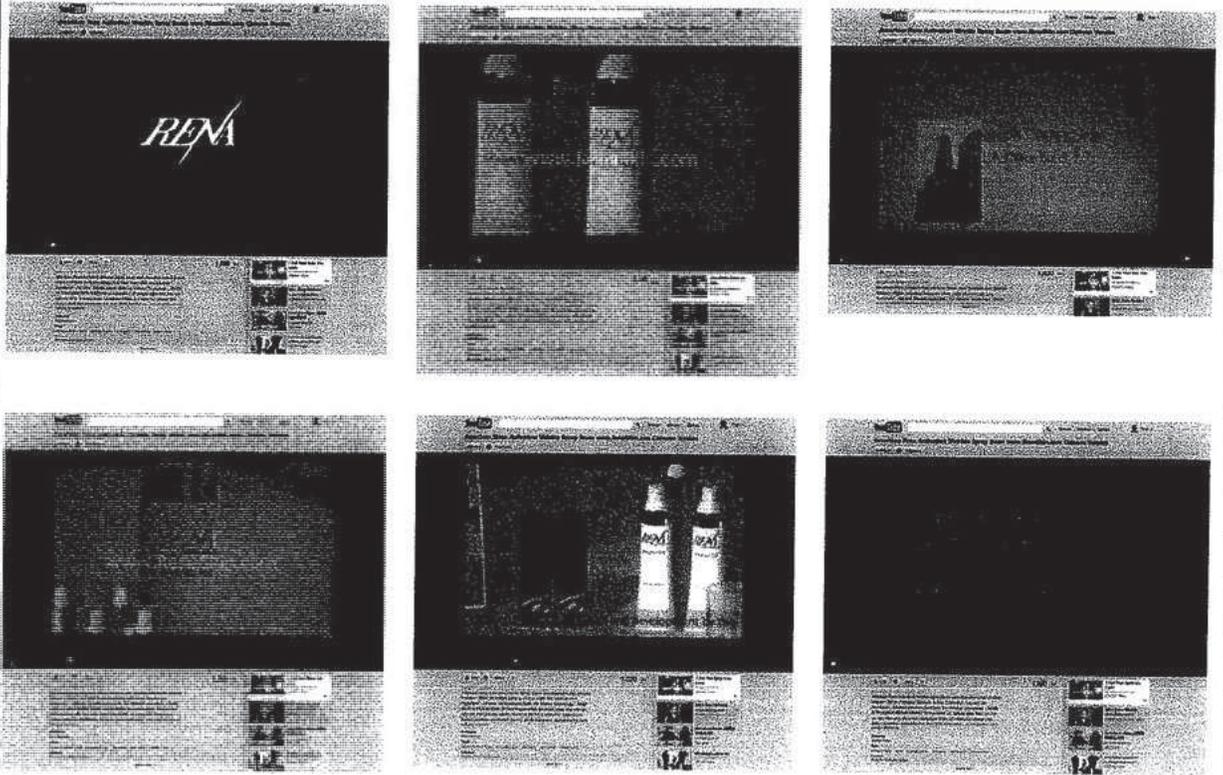
14           36.       In addition, many of the images, graphics, and scientific references  
15 found on Rena’s website (www.AmericanRena.com) also appear on Sis-Joyce’s  
16 website (www.SisJoyce.com), purportedly registered by a third party but  
17 beneficially owned by Lin.

18                           **Defendant’s Fraudulent Advertisements**

19           37.       Defendants have also taken measures to directly trade on the  
20 goodwill and popularity of Rena’s products in advertisements for their own  
21 infringing products. For example, Simone, with the knowledge or constructive  
22 knowledge of the other defendants, posted YouTube videos that *appear* to promote  
23 genuine RENA products – and display those products, and even Rena’s place of  
24 business in Los Angeles – but then direct consumers to the bogus RenaSkin.com  
25 website that sells defendants’ infringing goods. Screen shots of the fraudulent  
26 videos posted on YouTube include the following:  
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## **Exhibit 1A Part 2**

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38. Still further, defendants provide fliers and brochures with their products that use many of the same photographs, images and designs as appear in Rena's promotional materials. Indeed, the RenaSkin.com website itself displays Rena's promotional brochures in an effort to sell the infringing "ARëna" products, as shown:

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**RENA Product Effectiveness**

**Internal use:** Dilute 10 drops of Energy Serum in 3 oz (90 ml) of warm water & take it 30 minutes after a meal, once or twice daily.

- Increases enzymatic antibody by 2 – 4 Times
- Anti-inflammatory
- Anti-oxidant, anti-bacterial
- DNA cell activator
- Decomposes toxins
- Decomposes fats
- Decomposes sugar
- Improves Sleep
- Acidic to Alkaline Body conversion

**External use:** Spray it as needed, multiple times daily, on your face and body.

- Defies Dermatological Aging Process
- Anti-Wrinkle Anti-Aging
- Moisturizing
- Protection Against Ultraviolet Rays
- Electromagnetic Wave Resistance
- Static Electricity Prevention
- Powerful internal cleanser

**Drink & Spray – Rejuvenates All Body Cells**  
Reported Improvements:

- ✓ Wrinkles, Face Spots, Eye Circles, 99% UV Protection
- ✓ White hair reversal, Dandruff, Headaches
- ✓ Dry eyes, Glaucoma, Cataract, Floaters in the eyes
- ✓ Acne, Pimples, Rosacea, Psoriasis, Alopecia
- ✓ Tooth Ache, Sore Throat, Bad Breath, Herpes
- ✓ Body Firming, Weight Loss (Drink & spray multiple times on navel and abdomen)
- ✓ Hemorrhoids, Spider Veins, Males, Arthritis
- ✓ Autism, Cholesterol, Gout, Stroke, Diabetes, High Blood Pressure, Arthritis and many others

Note: Depending on each person's body-condition, the rate of improvements may vary from person to person.

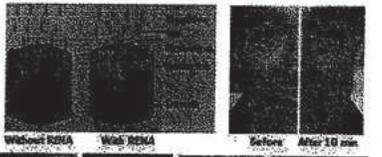
**RENA = A WRINKLE-FREE World**  
\* Face Lift in Minutes \*

The American RENA Activation Energy Spray, leveraging the liquid far-infrared, penetrates 3-5 cm under your skin to the dermal layer and beyond, delivering the natural minerals our cells desperately need. Our Ionized GOLD will re-energize your skin's damaged collagen tissue and will rejuvenate all your body cells. In just a few minutes your face is lifted, rejuvenated and wrinkles reduced magically.

Compared to Botox, the RENA liquid face lift is painless, drinkable, cost-effective and natural. Best of all besides a younger and prettier face, RENA will beautify you from the inside out in a RE-Natural way.

**Botox versus RENA**

#	Category	Botox	RENA
1	Reduces wrinkles & facelines	Yes	Yes
2	Rejuvenates the skin	No	Yes
3	Maximizes firmness and elasticity	No	Yes
4	Mineralizes and Hydrates	No	Yes
5	Refines skin complexion	No	Yes
6	Non-Surgical	No	Yes
7	Non-Invasive treatments	No	Yes
8	Non-Surgical treatments	No	Yes
9	Non-Toxicity of the nervous system	No	Yes



For orders and information please contact:  
**American Rena USL INC.**  
[www.RenaSkin.com](http://www.RenaSkin.com)  
(310) 933-6829

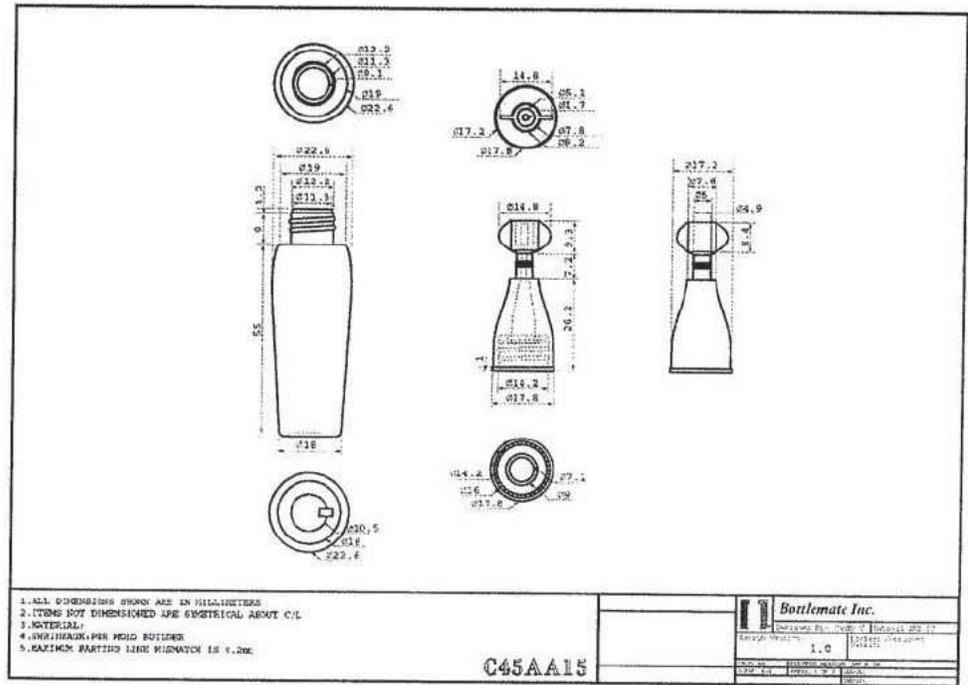
Fighting Age & Illness

**RENA**  
AMERICAN RENA

**Defendants' Infringing Trade Dress**

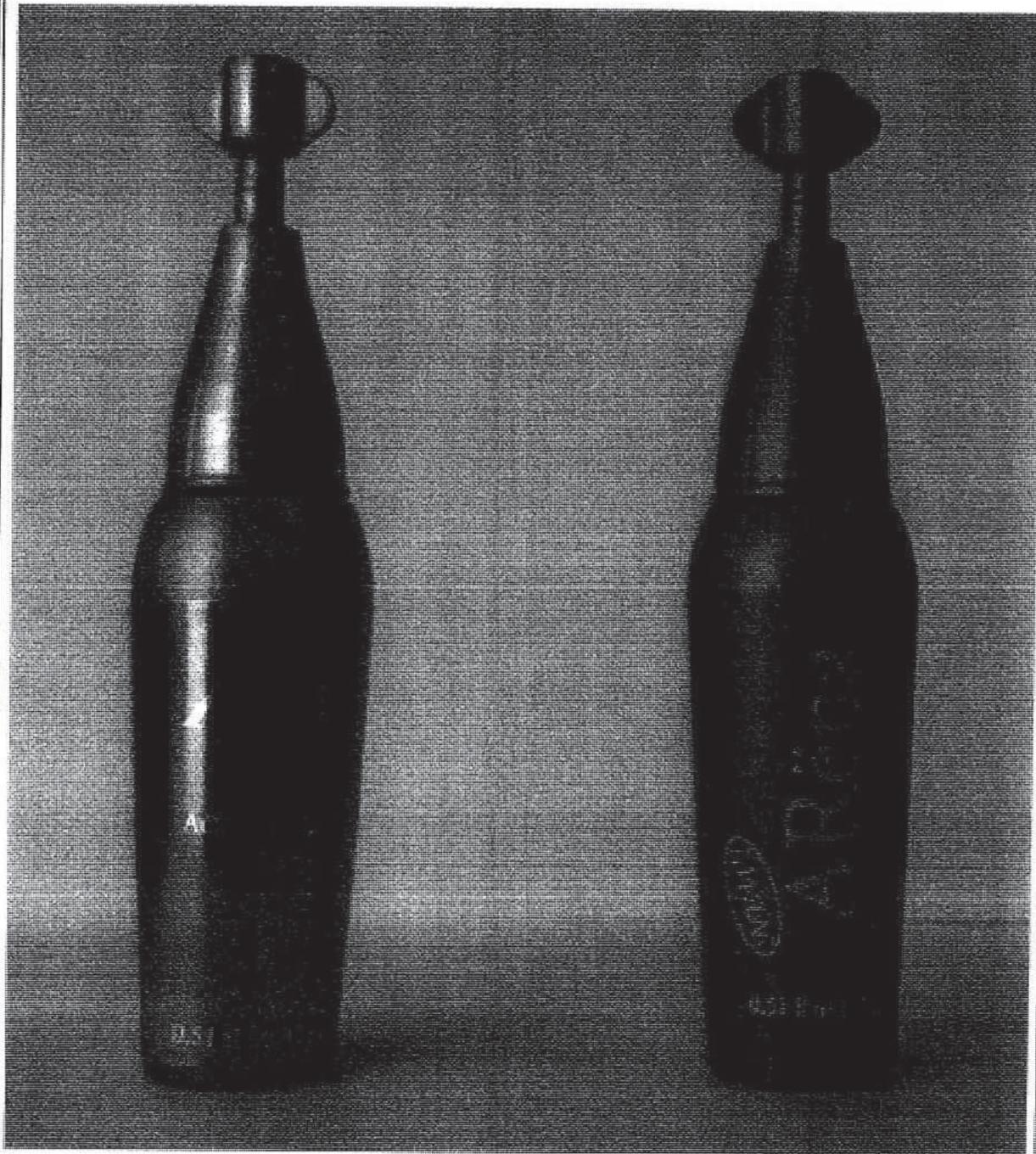
39. Not satisfied with merely using and infringing upon Rena's trademarks and copyrights, have also sold their knock-off "ARëna Activation Energy Serum" product in a manner that infringes Rena's trade dress. Rena sells its RENA Activation Energy Serum product in a distinctive, specially designed .51 fluid ounce bottle that is typically lavender in color. The engineering drawings of Rena's distinctive .51 fluid ounce Activation Energy Serum bottle are reproduced below.

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40. To further create the misperception that the ARëna product is a Rena product, defendants sell their “ARëna Activation Energy Serum” product in a bottle that is identical in size and shape to the distinctive bottle used by Rena; with a similar color; and with the infringing “ARëna” name and the same “Activation Energy Serum” description that appears on the genuine RENA product. The visual similarity between Rena’s Activation Energy Serum product and that sold by defendants is striking. Reprinted immediately below is a photograph of Rena’s Activation Energy Serum bottle, and defendants’ Activation Energy Serum bottle.

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**Defendants' Infringing Mark**

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25 41. Defendant Sis-Joyce obtained a registration of "Sis-Joyce" from the  
26 United States Patent and Trademark Office in International Class 3 on July 26, 2011  
27 (identifying the registrant as defendant Lin). Nevertheless, defendants have chosen  
28 to trade on and exploit the extremely valuable goodwill that Rena has developed in

1 its RENA and RENA BIOTECHNOLOGY marks with the intent to arrogate that  
2 goodwill to itself. In furtherance of that objective, defendants have obtained a  
3 federal registration of a NEW! ARëNA ACTIVATION ENERGY SERUM mark,  
4 as shown below:



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10 42. Defendants have engaged in a coordinated effort to both directly  
11 counterfeit genuine RENA products and also pass their products off as “new Rena”  
12 products. Defendants Sis-Joyce, its owner, Lin, and its distributors Simone and Ko  
13 have aggressively marketed and sold purported “ARëNA Activation Energy Serum”  
14 products, often without making mention of Sis-Joyce and always in a manner  
15 designed to cause confusion with genuine RENA products.

16 **Defendants’ Interference With Rena’s Business Relationships**

17 43. Rena’s sales numbers dramatically reveal the effect of Defendants’  
18 unfair competition and fraudulent activities. During calendar year 2009, Rena’s  
19 sales totaled just under \$17 million. During calendar year 2010, Rena’s total sales  
20 were approximately \$30 million and Rena’s revenues easily exceeded \$1 million  
21 during each month of the year. In August 2011, Rena did approximately \$2.2  
22 million in business, but that was the last time it achieved seven-figure sales. Since  
23 then, its monthly sales have steadily declined, dropping to just \$271,000 in June of  
24 2012. Absent immediate relief, Rena, which less than one year ago had a very  
25 successful and growing export business, will be out of business altogether.  
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1 **FIRST CLAIM FOR RELIEF**

2 (Direct and Contributory Statutory Trademark Infringement by Rena and Kathryn Li  
3 against all Defendants)

4 (15 U.S.C. § 1114)

5 44. Plaintiffs Rena and Kathryn Li incorporate and re-allege  
6 paragraphs 1-43 of this Complaint.

7 45. Kathryn Li owns, and Rena has the exclusive right to use, the  
8 federally registered RENA BIOTECHNOLOGY trademark in connection with  
9 Rena's products. The RENA BIOTECHNOLOGY trademark is highly distinctive  
10 and fanciful, and has earned a strong secondary meaning within the organic, natural  
11 anti-aging products market.

12 46. Defendants' use of their purported "ARëna," "aRena," and  
13 "aRENA" marks on directly competing products has infringed, and is infringing, the  
14 RENA BIOTECHNOLOGY trademark.

15 47. Likewise, Defendants' sales of products using the RENA  
16 BIOTECHNOLOGY mark and uses of the RENA BIOTECHNOLOGY mark to  
17 promote sales of their "ARëna," "aRena," and "aRENA" products has infringed, and  
18 is infringing, the RENA BIOTECHNOLOGY trademark.

19 48. Defendants' use of their infringing marks is likely to cause  
20 confusion, cause mistake, or deceive consumers as to the affiliation, connection or  
21 association of defendants and their products with those of Rena, and is likely to  
22 cause confusion, cause mistake, or deceive consumers as to the origin, sponsorship,  
23 or approval by Rena of defendants' products. Such likelihood of confusion is  
24 magnified by defendants' intentional use of deceptively similar product packaging,  
25 deceptively similar websites, and deceptively similar domain names intended to  
26 cause confusion with Rena's products, as well as by frequent advertising references  
27 to "American Rena" intended to cause confusion with Rena's  
28

1 www.AmericanRena.com website, and by infringements of Rena's product  
2 brochures, flyers, and website.

3 49. Defendants' use of their infringing variations of the purported  
4 "ARēna" mark enables defendants to benefit unfairly from Rena's reputation and  
5 success, thus giving defendants' infringing products sales and commercial value  
6 they would not otherwise have.

7 50. Prior to defendants' first use of their infringing marks, defendants  
8 were aware of Rena's business and, indeed, defendants Lin, Simone, and Ko had  
9 served as distributors of Rena's products. Further, defendants had actual notice and  
10 knowledge, or constructive notice, of plaintiffs' registered trademarks.

11 51. Defendants Lin, Sis-Joyce, and Ko are also liable for contributory  
12 trademark infringement as suppliers of infringing goods to defendant Simone. Lin,  
13 Sis-Joyce, and Ko have supplied infringing "ARēna" products to defendant Simone  
14 even after they knew, or had reason to know, that defendant Simone was infringing  
15 plaintiffs' RENA BIOTECHNOLOGY mark, as described herein. Defendants Lin,  
16 Sis-Joyce, and Ko had knowledge or constructive knowledge of Simone's infringing  
17 actions based on their management and control over the distribution and promotion  
18 of the infringing "ARēna" products, as well as Simone's status as an active Sis-  
19 Joyce member. Simone's acts of infringement, as alleged herein, include but are not  
20 limited to: his operation of websites and posting of Youtube videos that have  
21 infringed, and are infringing, the RENA BIOTECHNOLOGY trademark; his use of  
22 the "ARēna," "aRena," and "aRENA" marks on directly competing products; and  
23 his sales of products using the RENA BIOTECHNOLOGY mark.

24 52. Defendants' direct and contributory infringement of the registered  
25 trademark as described herein has been and continues to be intentional, willful and  
26 without regard to the rights of Rena and Kathryn Li.

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1 aging products as alleged herein, including their Activation Energy Serum,  
2 Activation Mist, and Activation Energy Elixir products.

3 58. Within the market for organic, natural, ingestible anti-aging skin-  
4 care products, the RENA word and design marks have developed exceptionally  
5 strong goodwill and an exceptionally strong secondary meaning as identifying  
6 Rena's products and/or as coming from a single source. For that reason, defendants  
7 have falsely misrepresented to the trade and consuming public that they either  
8 acquired Rena or bought formula of RENA product or somehow evolved from it.

9 59. Prior to defendants' first use of their infringing marks, defendants  
10 were aware of plaintiffs' business and had actual notice of plaintiffs' trademarks.

11 60. Defendants' use of the purported "ARëna," "aRena," "aRENA," and  
12 "NEW! ARËNA ACTIVATION ENERGY SERUM" marks, as well as their use of  
13 the RENA mark itself, is likely to cause, and already has caused, confusion and  
14 mistake, and is likely to, and has deceived Rena's sales representatives and the  
15 consuming public as to the affiliation, connection, or association of defendants with  
16 plaintiffs, or as to the origin, sponsorship, or approval by plaintiffs of defendants'  
17 goods, services and commercial activities.

18 61. Defendants Lin, Sis-Joyce, and Ko are also liable for contributory  
19 common law trademark infringement as suppliers of infringing goods to Simone.  
20 Lin, Sis-Joyce, and Ko have supplied infringing "ARëna" products to defendant  
21 Simone even after they knew, or had reason to know, that defendant Simone was  
22 infringing plaintiffs' RENA BIOTECHNOLOGY mark. Defendants Lin, Sis-Joyce,  
23 and Ko had knowledge or constructive knowledge of Simone's infringing actions  
24 based on their management and control over the distribution and promotion of the  
25 infringing "ARëna" products, as well as Simone's status as an active Sis-Joyce  
26 member. As alleged herein, Simone's use of the purported "ARëna," "aRena,"  
27 "aRENA," and "NEW! ARËNA ACTIVATION ENERGY SERUM" marks, as well  
28 as his use of the RENA mark itself, is likely to cause, and already has caused,

1 confusion and mistake, and is likely to, and has deceived Rena's sales  
2 representatives and the consuming public as to the affiliation, connection, or  
3 association of defendants with plaintiffs, or as to the origin, sponsorship, or approval  
4 by plaintiffs of the infringing goods, services and commercial activities.

5 62. Defendants' direct and contributory infringement of plaintiffs'  
6 marks has enabled them to benefit unfairly from plaintiffs' reputation and success,  
7 thereby giving defendants' business a market share and/or commercial value that  
8 they would not otherwise enjoy.

9 63. Defendants' direct and contributory infringement of plaintiffs'  
10 trademarks as described herein has been and continues to be intentional, willful, and  
11 without regard for plaintiffs' rights. Plaintiffs have sustained damages as a direct  
12 and proximate result of defendants' infringement of plaintiffs' trademarks as alleged  
13 herein.

14 64. Plaintiffs will suffer and are suffering irreparable harm from  
15 defendants' direct and contributory infringement of the RENA mark insofar as  
16 plaintiffs' invaluable good will and market share is being eroded by defendants'  
17 continuing infringement. Plaintiffs have no adequate remedy at law to compensate  
18 them for the loss of business reputation, market share, sales representatives,  
19 customers, good will, and confusion of potential customers flowing from  
20 defendants' direct and contributory infringing activities. Plaintiffs are entitled to a  
21 preliminary and permanent injunction against defendants' continuing infringement  
22 of plaintiffs' RENA trademark. Unless enjoined, defendants will continue their  
23 infringing conduct.

24 **THIRD CLAIM FOR RELIEF**

25 (Trademark Cancellation by Rena and Kathryn Li against Lin)

26 (15 U.S.C. § 1064)

27 65. Plaintiffs Rena and Kathryn Li incorporate and re-allege  
28 paragraphs 1-64 of this Complaint.



1 and websites that heavily copy the look and feel, photographs, illustrations, and  
2 textual material from Rena's brochures, fliers and website; (vii) virtually identical  
3 product bottles copied from Rena; and (viii) websites that substantially copy the  
4 content of Rena's official website.

5 72. Defendants have deliberately adopted, imitated and mimicked the  
6 trade dress and trademarks of plaintiff's products, packaging and advertising.  
7 Defendants' actions have been, and are being, undertaken with the intent to deceive  
8 consumers, cause confusion and mistake, and interfere with the ability of consumers  
9 to identify the source of goods by trademark, appearance and packaging. Through  
10 their conduct, defendants unlawfully exploit the goodwill and reputation that  
11 plaintiffs Rena and Kathryn Li have developed in their marks and business and  
12 defendants are unlawfully deriving benefit therefrom.

13 73. Defendants' acts alleged herein are without the consent of plaintiffs  
14 Rena and Kathryn Li and constitute the use of terms, symbols, devices or  
15 combinations thereof that are false or misleading within the meaning of 15 U.S.C.  
16 § 1125 and are likely to cause confusion, or to cause mistake, or to deceive as to the  
17 affiliation, connection, or association, or as to the origin, sponsorship, or approval,  
18 of defendants' goods by Rena and/or Kathryn Li within the meaning of 15 U.S.C.  
19 § 1125. Defendants' actions discussed and alleged herein also constitute unfair  
20 competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).  
21 Plaintiffs have been, and are being, damaged by defendants' acts.

22 74. Defendants' conduct has been intentional and willful, and is  
23 specifically calculated to trade on the goodwill that plaintiffs Rena and Kathryn Li  
24 have developed in their successful RENA BIOTECHNOLOGY products. By the  
25 aforesaid acts, including without limitation the deliberate use of Rena's unique and  
26 distinctive bottle trade dress, repeated references to "Rena" products, and use of  
27 written and photographic elements portraying Rena's owner and Chief Executive  
28 Officer in connection with goods sold and distributed in interstate commerce,

1 defendants have infringed, and are likely to continue to infringe, plaintiffs' rights in  
2 their RENA and RENA BIOTECHNOLOGY products.

3 75. Defendants Lin, Sis-Joyce, and Ko are also liable for contributory  
4 trademark infringement as suppliers of infringing goods to defendant Simone. Lin,  
5 Sis-Joyce, and Ko have supplied infringing "ARëna" products to defendant Simone  
6 even after they knew, or had reason to know, that defendant Simone was infringing  
7 plaintiffs' trademarks and trade dress. Defendants Lin, Sis-Joyce, and Ko had  
8 knowledge or constructive knowledge of Simone's infringing actions, as alleged  
9 herein, based on their management and control over the distribution and promotion  
10 of the infringing "ARëna" products, as well as Simone's status as an active Sis-  
11 Joyce member.

12 76. Lin, Sis-Joyce, and Ko acted intentionally and willfully in providing  
13 products to Simone for use in his infringing acts. These acts included, without  
14 limitation, the deliberate use of Rena's unique and distinctive bottle trade dress,  
15 repeated references to "Rena" products, and use of written and photographic  
16 elements portraying Rena's owner and Chief Executive Officer in connection with  
17 goods sold and distributed in interstate commerce. Each such act infringed  
18 plaintiffs' rights in their RENA and RENA BIOTECHNOLOGY products.

19 77. Plaintiffs Rena and Kathryn Li have been damaged by, and  
20 defendants have profited from, defendants' wrongful conduct in an amount to be  
21 proven at trial.

22 78. For each act of direct and contributory infringement, plaintiffs Rena  
23 and Kathryn Li are entitled to recover their actual damages as well as defendants'  
24 profits from such infringement.

25 79. Plaintiffs are suffering and will suffer irreparable harm from  
26 defendants' direct and contributory acts of false designation of origin or affiliation.  
27 Plaintiffs also have been, and will continue to be, irreparably harmed and damaged  
28 by defendants' conduct in that their invaluable goodwill is being eroded by

1 defendants' continuing acts of infringement. Plaintiffs have no adequate remedy at  
2 law to compensate them for the loss of business reputation, customers, market  
3 position, goodwill, and confusion of potential customers flowing from defendants'  
4 unlawful activities. Plaintiffs are therefore entitled to preliminary and permanent  
5 injunctive relief to stop defendants' continuing acts of false designation of origin or  
6 affiliation and continued infringement of the Activation Energy Serum bottle trade  
7 dress, product brochures, product fliers, website, and trademarks.

8 80. Because defendants' actions have been committed with the intent to  
9 damage plaintiffs Rena and Kathryn Li and to confuse and deceive the public,  
10 plaintiffs are entitled to recover treble or actual damages, and award of costs, and,  
11 this being an exceptional case, reasonable attorneys' fees pursuant to 15 U.S.C.  
12 § 1117(a).

13 **FIFTH CLAIM FOR RELIEF**

14 (Copyright Infringement by Rena against all Defendants)

15 81. Rena incorporates and re-alleges paragraphs 1-80 of this Complaint.

16 82. Rena is the owner of valid copyrights in works that are fixed in  
17 tangible media of expression, including in its website. These copyrights include,  
18 without limitation, those that are the subject of registration numbers TXu 1-815-587  
19 and TXu 1-815-464.

20 83. Defendants Sis-Joyce, Lin, Simone, Ko, and DOES 3-10 have  
21 reproduced, created derivative works from and otherwise infringed upon Rena's  
22 exclusive rights in its protected works without Rena's authorization. Defendants'  
23 acts violate Rena's exclusive rights under the Copyright Act, including without  
24 limitation Rena's exclusive rights to reproduce its copyrighted works and to create  
25 derivative works from its copyrighted works, as set forth in 17 U.S.C. §§ 106 and  
26 501.

27 84. Defendants' infringement (and substantial contributions to the  
28 infringement) of Rena's copyrighted works is and has been knowingly made without

1 Rena's consent and for commercial purposes and the direct financial benefit of  
2 defendants. On information and belief, defendants also have deliberately failed to  
3 exercise their right and ability to supervise the infringing activities of others within  
4 their control to refrain from infringing Rena's copyrighted works and have failed to  
5 do so in order to deliberately further their significant financial interest in the  
6 infringement of Rena's copyrighted works. Accordingly, defendants have engaged  
7 in direct, contributory and vicarious infringement of Rena's copyrighted works.  
8 85. Defendants' infringement of Rena's copyrighted works has been  
9 willful and intentional, engaged in with no regard for Rena's lawful rights.

10 86. By virtue of defendants' infringing acts, Rena is entitled to recover  
11 its actual damages plus defendants' profits, its costs of suit and attorneys' fees,  
12 statutory damages, punitive damages, and all other relief permitted under the  
13 Copyright Act.

14 87. Defendants' actions have caused and will continue to cause  
15 irreparable damage to Rena, for which Rena has no remedy at law. Unless  
16 defendants are restrained from continuing their infringement of Rena's copyrights,  
17 these injuries will continue to occur in the future. Accordingly, Rena is entitled to  
18 preliminary and permanent injunctive relief restraining defendants from further  
19 infringement.

20 **SIXTH CLAIM FOR RELIEF**

21 (Anticybersquatting Consumer Protection Act Violation by Rena and Kathryn Li  
22 against all Defendants)  
23 (15 U.S.C. § 1125(d))

24 88. Rena and Kathryn Li incorporate and re-allege paragraphs 1-87 of  
25 this Complaint.

26 89. Kathryn Li's and Rena's RENA and RENA BIOTECHNOLOGY  
27 marks were distinctive when Defendants registered their www.RenaSkin.com and  
28 www.ArenaSkin.com domain names (the "Cyberpirated Domain Names").

## **Exhibit 1A Part 3**

1           90.       The Cyberpirated Domain Names are confusingly similar to Rena's  
2 and Kathryn Li's RENA and RENA BIOTECHNOLOGY trademarks used for  
3 skincare products.

4           91.       Defendants registered their domain names in a bad faith attempt to  
5 profit from the RENA and RENA BIOTECHNOLOGY marks, as evidenced by  
6 (i) defendants' deliberate attempt to create confusion with Rena's products through  
7 defendants' deliberate references to "American Rena" calculated to cause confusion  
8 among Internet users familiar with Rena's www.AmericanRena.com website;  
9 (ii) the fact that defendants' domain names do not consist of defendants' legal  
10 names or names by which they are otherwise commonly identified; (iii) defendants'  
11 lack of any prior use of their domain names in connection with a bona fide offering  
12 of any goods or services; (iv) defendants' lack of any bona fide noncommercial or  
13 fair use of the RENA or RENA BIOTECHNOLOGY marks in a site accessible  
14 under their domain names; (v) defendants' intent to divert consumers from Rena's  
15 online location to sites accessible under their domain names that can harm, and are  
16 harming, the goodwill represented by the RENA and RENA BIOTECHNOLOGY  
17 marks for commercial gain by creating a likelihood of confusion as to the source,  
18 sponsorship, affiliation, or endorsement of defendants' sites; and (vi) defendants'  
19 provision of material and misleading false contact information when applying to  
20 register their domain names and their intentional failure to maintain accurate contact  
21 information.

22           92.       Defendants had and have no reasonable grounds to believe that their  
23 uses of the Cyberpirated Domain Names are fair uses or otherwise lawful.

24           93.       Rena and Kathryn Li are therefore entitled to the entry of an order  
25 of forfeiture or cancellation of the Cyberpirated Domain Names or requiring the  
26 transfer of the domain names to Kathryn Li.

27           94.       Pursuant to Section 35 of the Lanham Act, 15 U.S.C. § 1117,  
28 plaintiffs Rena and Kathryn Li are entitled to an award of statutory damages of

1 \$100,000 against Lin, Simone, or Ko, or, in the alternative, to recover defendants'  
2 profits, all damages sustained by Rena and Kathryn Li, and costs of the action and,  
3 this being an exceptional case, reasonable attorneys' fees.

4 **SEVENTH CLAIM FOR RELIEF**

5 (Trade Secret Misappropriation by Rena against all Defendants)

6 95. Rena incorporates and re-alleges Paragraphs 1-94 of this Complaint.

7 96. Prior to defendants' unlawful acts complained of herein, Rena had a  
8 multi-tiered sales organization comprising nearly 100,000 independent sales agents  
9 worldwide. The structure of Rena's sales force can be roughly analogized to that of  
10 an army in which a large number of privates report to a somewhat smaller number  
11 of sergeants who report to a somewhat smaller number of lieutenants who report to a  
12 somewhat smaller number of captains who report to fewer colonels who, in turn,  
13 report to still fewer generals. In such a structure, higher ranking officers exercise  
14 control, either directly or indirectly, of more persons than are controlled by lower  
15 ranking officers. Similarly, in a multi-tiered sales force, persons in the higher tiers  
16 have control of more sales personnel than persons in lower tiers enjoy.

17 97. For this reason, the identities and locations of Rena's sales  
18 representatives within its multi-level sales structure is a closely-guarded trade secret.  
19 The identities of the persons in the upper levels of Rena's sales structure and  
20 knowledge of the identities of the sales persons subordinate to each of them would  
21 obviously be extremely valuable to any person or entity seeking to compete in the  
22 marketplace with Rena. For that reason, Rena has always exercised reasonable  
23 efforts to protect the secrecy of the identities of the persons in its sales structure and,  
24 until recently, that information had never been known or available to any competitor  
25 of Rena or to any person or entity that could derive financial benefit from its  
26 disclosure or use.

27 98. As persons who enjoyed positions of trust and confidence within  
28 Rena's sales force, defendants Lin, Simone, and Ko understood that such

1 information was highly confidential and trade secret and was disclosed to them  
2 under circumstances giving rise to a duty to maintain the secrecy, and limit the use,  
3 of such information.

4 99. In derogation of their obligation to maintain the secrecy of Rena's  
5 100,000-person sales organization, Lin, Simone, and Ko have, instead, used and are  
6 using such information for the benefit of Sis-Joyce and have now poached a very  
7 substantial portion of Rena's sales force. Accordingly, Rena is entitled to the entry  
8 of an injunction prohibiting further use of its trade secrets; a preliminary and  
9 permanent injunction prohibiting Sis-Joyce, Lin, Simone, and Ko from continuing to  
10 benefit from their misappropriation of Rena's trade secrets; an award of Rena's  
11 actual loss caused by the misappropriation; an award of defendants' unjust  
12 enrichment caused by the misappropriation and not taken into account in computing  
13 the damages for actual loss; an award of exemplary damages based on defendants'  
14 willful and malicious misappropriation of Rena's trade secrets; and an award of  
15 reasonable attorneys' fees and costs.

16 **EIGHTH CLAIM FOR RELIEF**

17 (Interference with Prospective Economic Advantage by Rena  
18 against all Defendants)

19 100. Rena incorporates and re-alleges Paragraphs 1-97 of this Complaint.

20 101. Rena's economic relationships with its 100,000-member sales force  
21 provided prospective economic benefits for Rena.

22 102. Defendants knew and should have known of Rena's economic  
23 relationships with its sales representatives and that those economic relationships  
24 provided prospective economic benefits for Rena.

25 103. Defendants committed intentional acts that were designed, and  
26 which they knew and should have known were substantially likely, to result in a  
27 disruption of Rena's business and to impose a burden upon Rena's economic  
28 relationships with its sales representatives. Those actions were independently

1 wrongful and included, without limitation, the use of false representations that Rena  
2 had been acquired by Sis-Joyce and/or “ARëna;” false representations that Rena had  
3 become “ARëna;” and the use of Rena’s highly confidential and trade secret  
4 information concerning the identities and levels of the persons in its 100,000-person,  
5 multi-level sales force.

6 104. But for the conduct of defendants, Rena’s economic relationships  
7 with its sales force would have resulted in economic benefits to Rena.

8 105. As a result of the aforementioned conduct, Rena suffered damages  
9 in an amount to be proved at trial, but which include the loss of customers, sales  
10 representatives, sales, good will, and valuable proprietary and trade secret  
11 information. Moreover, Defendants’ misconduct will continue unabated barring  
12 relief, and Rena is therefore entitled to preliminary and permanent injunctive relief  
13 to prevent further such misconduct.

14 106. The aforementioned conduct was despicable, wanton, oppressive,  
15 malicious, duplicitous, and performed with willful and conscious disregard of  
16 Rena’s rights and with the intent to deprive Rena of those rights. Accordingly, Rena  
17 is entitled to an award of punitive and exemplary damages.

18 **NINTH CLAIM FOR RELIEF**

19 (Trade Libel by Rena against all Defendants)

20 107. Plaintiff Rena incorporates and re-alleges Paragraphs 1-106 of this  
21 Complaint.

22 108. Defendants have each individually and in combination made  
23 statements concerning Rena’s ownership, existence, corporate name, trademarks,  
24 products and customers that were false, inaccurate, misleading, deceptive and  
25 untrue.

26 109. Defendants knew that such statements were false, inaccurate,  
27 misleading, deceptive and untrue and knew and acted with reckless disregard of the  
28 truth of those statements, both at the times the statements were made and thereafter.





1           123.       The acts alleged above constitute a violation of *California Civil*  
2 *Code* § 3344 and plaintiffs’ common law right of publicity.

3           124.       As a direct and proximate result of defendants’ acts alleged above,  
4 plaintiffs have been damaged in an amount to be proved at trial. Plaintiffs are also  
5 entitled to all profits attributable to defendants’ unauthorized use of their names and  
6 likenesses.

7           125.       Pursuant to *California Civil Code* § 3344(a), plaintiffs are also  
8 entitled to recover reasonable attorneys’ fees.

9           126.       Upon information and belief, defendants have engaged in the  
10 conduct alleged above with oppression, fraud and malice. Accordingly, plaintiffs  
11 are entitled to an award of punitive and exemplary damages in an amount to be  
12 proved at trial.

13                               **TWELFTH CLAIM FOR RELIEF**

14           (California Statutory Unfair Competition by Rena against all Defendants)

15           127.       Plaintiff Rena incorporates and re-alleges paragraphs 1-126 of this  
16 Complaint.

17           128.       Defendants’ acts described above constitute fraudulent and unlawful  
18 business practices as defined by *California Business & Profession Code* § 17200  
19 et seq.

20           129.       Plaintiffs have valuable and protectable rights in their RENA and  
21 RENA BIOTECHNOLOGY word and design marks. Those marks are inherently  
22 distinctive, and, through plaintiffs’ use, have come to be associated in the market  
23 solely with Rena, which is well known as the source of the products on which they  
24 are used.

25           130.       Defendants’ sale of their infringing products is likely to cause  
26 confusion as to the source of their Activation Energy Serum, and other products, and  
27 is likely to cause consumers and sales representatives to be confused or mistaken  
28

1 into believing that there is a relationship between defendants and Rena, or that  
2 defendants' products are affiliated with or sponsored by Rena.

3 131. Defendants' use of deceptively similar Internet domain names for  
4 sites that are copied heavily from and derivative of Rena's official website is likely  
5 to cause others to be confused or mistaken into believing that there is a relationship  
6 between defendants and Rena, or that defendants' products are affiliated with, or  
7 sponsored by, Rena. The fraudulent business practices of Defendants, including  
8 their cybersquatting of domain names, infringement of Rena's copyrighted  
9 materials, theft and use of Rena's trade secret information, and intentional  
10 interference with Rena's prospective economic advantage further constitute unfair  
11 competition and fraudulent business practices.

12 132. As a direct and proximate result of defendants' wrongful conduct,  
13 Rena and Kathryn Li have been injured in fact, and have lost money and profits, and  
14 such harm will continue unless defendants' acts are enjoined by the Court. Rena  
15 and Kathryn Li have no adequate remedy at law for defendants' continuing violation  
16 of their rights.

17 133. Defendants should be required to restore to Rena and Kathryn Li  
18 any and all profits earned as a result of their unlawful and fraudulent actions, or  
19 provide Rena and Kathryn Li with any other restitution or relief as the Court deems  
20 appropriate.

21 **THIRTEENTH CLAIM FOR RELIEF**

22 (California Common Law Unfair Competition by Rena against all Defendants)

23 134. Plaintiff Rena incorporates and re-alleges paragraphs 1-133 of this  
24 Complaint.

25 135. Plaintiff's genuine RENA products have acquired a secondary  
26 meaning among leaders, sales representatives, and consumers in the natural, organic  
27 topical and ingestible skin care products market as associated with, and emanating  
28 from, Rena.



1 (a) Criminal Copyright Infringement. Defendants Lin,  
2 Simone, Ko, and Does 3-10 willfully infringed and continue to willfully infringe  
3 Rena's copyrights, including without limitation with respect to copyrighted material  
4 on the AmericanRena.com website, for purposes of commercial advantage and  
5 private financial gain, all in violation of 18 U.S.C. § 2319(a) and 17 U.S.C. §  
6 506(a)(1)(a), (c), as alleged with greater particularity in the foregoing paragraphs.

7 (b) Trafficking in Counterfeit Goods. Defendants Lin,  
8 Simone, Ko, and Does 3-10 intentionally trafficked and continue to intentionally  
9 traffic in goods while knowingly using a counterfeit mark on and in connection with  
10 such goods, and attempted and conspired to do so, including by selling non-genuine  
11 products bearing the RENA and RENA BIOTECHNOLOGY marks and by using  
12 the RENA and RENA BIOTECHNOLOGY marks, including on packaging, to sell  
13 goods bearing the "ARena" label in a manner likely to deceive and cause mistake  
14 and confusion, all in violation of 18 U.S.C. § 2320(a)(1, 2), as alleged with greater  
15 particularity in the foregoing paragraphs.

16 (c) Mail and Wire Fraud. The Criminal Enterprise was and is  
17 engaged in a scheme to defraud involving the conduct set forth herein, including by  
18 willfully infringing Rena's intellectual property rights, counterfeiting Rena's goods,  
19 misleading consumers and making false and fraudulent statements to Rena  
20 members, including on the Internet, all in an effort to unlawfully hijack Rena's  
21 business, property and rights. Defendants Lin, Simone, Ko, and Does 3-10, having  
22 devised such a scheme to defraud, did for the purpose of furthering and executing  
23 this scheme transmit and cause to be transmitted by means of wire communications  
24 in interstate or foreign commerce, writing, signs, signals, pictures and sound, and  
25 deposit or cause to be deposited matters or things to be sent or delivered by mail and  
26 by commercial interstate carriers, and take or receive matters or things therefrom, in  
27 violation of 18 U.S.C. § 1341, 18 U.S.C. § 1343, 18 U.S.C. § 1346, and 18 U.S.C.  
28 § 2, including without limitation by transmitting documents in furtherance of the

1 fraudulent scheme including the email messages attached hereto as Exhibit A, by  
2 providing false information when registering the fraudulent and infringing  
3 renaskin.com website, by causing the publication on the Internet of the fraudulent  
4 and infringing renaskin.com and arenaskin.com websites that among other things  
5 make counterfeit use of the RENA and RENA BIOTECHNOLOGY marks, by  
6 willfully infringing Rena's copyrights and falsely purporting to advertise and sell  
7 "Genuine American Rena" products, and by causing the publication on YouTube of  
8 fraudulent and infringing videos, uploaded under the name "tvstripel" on or about  
9 June 2, 2010 and August 25, 2011, that among other things make counterfeit use of  
10 the RENA and RENA BIOTECHNOLOGY marks and products and purport to  
11 advertise and sell genuine American Rena products, but direct consumers to the  
12 fraudulent and infringing renaskin.com website.

13 141. Rena has been injured in its business or property as a direct and  
14 proximate result of Defendants' violations of 18 U.S.C. § 1962(c), including injury  
15 by reason of the predicate acts constituting the pattern of racketeering activity, as  
16 alleged with greater particularity in the foregoing paragraphs.

17 142. As a result of Defendants' violations of 18 U.S.C. § 1962(c), Rena  
18 has suffered substantial damages, in an amount to be proved at trial. Pursuant to 18  
19 U.S.C. § 1964(c), Rena is entitled to recover treble its general and special  
20 compensatory damages, plus interest, costs and attorneys fees, incurred by reason of  
21 Defendants' violations of 18 U.S.C. § 1962(c).

22 **FIFTEENTH CLAIM FOR RELIEF**

23 (Conspiracy to Violate the Racketeer Influenced and Corrupt Organizations Act  
24 by Rena against all Defendants)

25 (18 U.S.C. §§ 1962(d) and 1964(c))

26 143. Plaintiff Rena incorporates and re-alleges paragraphs 1-142 of this  
27 Complaint.

28

# **Exhibit 1A Part 4**



1 **PRAYER FOR RELIEF**

2 WHEREFORE, plaintiffs American Rena International Corp., WanZhu,  
3 “Kathryn” Li and Robert M. Milliken demand judgment:

4 1. That defendants, their agents, servants and employees, and all  
5 persons acting in concert with them, be preliminarily and permanently enjoined  
6 from engaging in the unlawful conduct set forth herein, including in that they be  
7 enjoined from, directly or indirectly infringing plaintiff Rena’s RENA and RENA  
8 BIOTECHNOLOGY trademarks; making any commercial use or use in commerce  
9 of or references to the RENA or RENA BIOTECHNOLOGY marks; making any  
10 commercial use or use in commerce of or references to the “ARëna,” “aRena,”  
11 “aRENA,” or “NEW! ARëNA ACTIVATION ENERGY SERUM” marks; making  
12 any commercial use or use in commerce of or references to “New Rena” or “Rena;”  
13 making any commercial use or use in commerce of or references to photographs or  
14 images of plaintiffs Li and/or Milliken; making any commercial use or use in  
15 commerce of or references to any of Rena’s copyrighted materials, including those  
16 materials that appear on the AmericanRena.com website; making any commercial  
17 use or use in commerce of or references to any brochures, fliers, or websites that  
18 misappropriate the content or use any photographs, illustrations, or textual material,  
19 or that copy the look and feel, of Rena’s brochures, fliers and website; making any  
20 commercial use or use in commerce of or references to product bottles or containers  
21 that are confusingly similar to product bottles or containers used by Rena, or any  
22 trade dress employed by Rena; and from otherwise engaging in unfair competition  
23 with Rena or interfering improperly with any prospective economic advantage  
24 enjoyed by Rena, including by providing misleading or false information to Rena  
25 customers.

26 2. An order directing the United States Patent and Trademark Office to  
27 cancel the purported “NEW! RëNA ACTIVATION ENERGY SERUM” mark  
28 registered pursuant to Certificate of Registration No. 4,002,069.

1           3.           An order directed to Network Solutions. Inc., directing that  
2 ownership of the www.Renaskin.com and www.Arenaskin.com domain names be  
3 transferred to Li.

4           4.           That plaintiffs Li and Milliken be awarded damages for the false-  
5 light invasions of their privacy and violations of their rights of publicity.

6           5.           That Rena recover its actual damages and lost profits, and that it be  
7 awarded an amount equal to defendants' unjust enrichment to the extent that such  
8 unjust enrichment is not reflected in the award of damages, and that a constructive  
9 trust in favor of Rena be imposed over defendants' ill-gotten gains and profits.

10          6.           That defendants be ordered to pay punitive and exemplary damages  
11 in a sum sufficient to punish and make an example of them, and deter them and  
12 others from similar wrongdoing.

13          7.           That defendants be ordered to pay double damages due to their  
14 willful and malicious misappropriation of Rena's trade secrets.

15          8.           That defendants be ordered to pay trebled general and special  
16 damages, together with interest thereon, costs and attorneys' fees, incurred by  
17 reason of their violations of 18 U.S.C. §§ 1962(c) - (d).

18          9.           That defendants pay to plaintiffs the full cost of this action and  
19 plaintiffs' attorneys' fees and investigator's fees.

20          10.          That plaintiffs have such other and further relief as the Court may  
21 deem just and proper.

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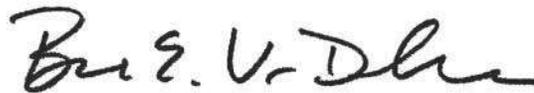
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DATED: March 26, 2013

QUINN EMANUEL URQUHART &  
SULLIVAN, LLP  
Bruce E. Van Dalsem  
David W. Quinto  
B. Dylan Proctor



By

---

Bruce E. Van Dalsem  
David W. Quinto  
B. Dylan Proctor  
Attorneys for American Rena International  
Corp., WanZhu “Kathryn” Li, and Robert  
M. Milliken

IT

----- Forwarded Message -----

**From:** virginia wu <[virginiachu7@yahoo.com](mailto:virginiachu7@yahoo.com)>  
**To:** [virginiachu7@yahoo.com](mailto:virginiachu7@yahoo.com)  
**Sent:** Sunday, February 13, 2011 12:51 AM  
**Subject:** New Rena Company is lunched

**Dear Arena gold members,**

**Bank: CHASE BANK**

**SWift code: CHASUS33**

**Account: 946067170**

**Company: Sis-Joyce International Co.LTD**

**New Rena product has arrived. The product name called Arena. Company will open on the end of the February. Member can reorder the product now.**

Please deposit the premium of US\$1527.39 (No Tax - Promotion) to the above Bank account, and email to me [virginiachu7@yahoo.com](mailto:virginiachu7@yahoo.com) for indicating the member's old ID#, Name, Tel#, Address. Company will ship the order to your address. Package including 10 bottles of concentrate and 2 empty bottles. The member in out of state will receive 11 bottles of concentrate.

I will provide all the member's order record to the Company. When the Company computer system are ready around beginning of the March, All member's commission will be paid.

So, please grab this chance, I believe we can do better, bigger and easier at this time. Any questions please call me or email me. Thank you. 626-329-3991

在加州的會員訂貨須知:

10瓶50倍的濃縮液, 沒有外面的紙合包裝, 加上二瓶30ml的能量空瓶.  
外面的紙合包裝以後會補發給會員.

目前促銷中, 含稅只須付 US\$ 1,527.39元. 請直接存入上面的Account. 存完後請 E-mail給[virginiachu7@yahoo.com](mailto:virginiachu7@yahoo.com) 請告知您在舊的ID號碼#, 姓名, 電話, 及郵寄地址. 公司馬上會把貨郵寄到您要的地址, 必須要有人簽收.

外州及其它國家的會員訂貨須知:

11瓶50倍的濃縮液, 沒有外面的紙合包裝, 加上二瓶30ml的能量空瓶.

外面的紙合包裝以後會補發給會員。  
目前促銷中。只須付 US\$ 1,527.39元。(就多了一瓶) 請直接存入上面的Account。  
存完後請 E-mail給 [virginiachu7@yahoo.com](mailto:virginiachu7@yahoo.com) 請告知您在的舊ID號碼 #,  
姓名, 電話, 及郵寄地址。公司馬上會把貨郵寄到您要的地址, 必須要有人簽收。

讓我集合在一起報備給公司, 待電腦系統都完成後, 公司馬上會把獎金撥下來。

**Best regard,  
Virginia Wu  
626-329-3991**

**EXHIBIT A**

IT

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— Forwarded Message —

**From:** virginia wu <[virginiachu7@yahoo.com](mailto:virginiachu7@yahoo.com)>  
**To:** Margaux Cheng <[regency898@yahoo.com.tw](mailto:regency898@yahoo.com.tw)>; ROB SIMONE <[robsimonetalks@yahoo.com](mailto:robsimonetalks@yahoo.com)>; Lisa Canada <[lisa\\_ma@yahoo.com](mailto:lisa_ma@yahoo.com)>  
**Cc:** Kavina Chang <[globalfreestore@yahoo.com](mailto:globalfreestore@yahoo.com)>; Simon Ma Rena <[simonma7@yahoo.com](mailto:simonma7@yahoo.com)>  
**Sent:** Wednesday, March 16, 2011 11:42 AM  
**Subject:** Arena needs your information

Dear all,

It is good to hear that Arena ( 2nd generation of Rena) is finally open for our members. Now all we need to do is go to the back office key in your personal information. Later we will notify you how to activate your account for the member who has ordered product.

Go to [sisjoyce.com](http://sisjoyce.com)

go to office => member log in ( please add 6 before your member ID and password )  
go to Manage my account => Personal information (Remember ID# is your Social Security #)

Please call me if you have any questions.

Have a good day  
Virginia

**EXHIBIT A**

IT

----- Forwarded Message -----

**From:** yirginia wu <[virginiachu7@yahoo.com](mailto:virginiachu7@yahoo.com)>

**To:** ROB SIMONE <[robsimonetalks@yahoo.com](mailto:robsimonetalks@yahoo.com)>; Lisa Canada <[lisa\\_ma@yahoo.com](mailto:lisa_ma@yahoo.com)>; Jane Wang Rena <[tojxw@yahoo.com](mailto:tojxw@yahoo.com)>; Kavina Chang <[globalfreestore@yahoo.com](mailto:globalfreestore@yahoo.com)>; Tina Rena <[tinalee4rena@yahoo.com](mailto:tinalee4rena@yahoo.com)>; Vanessa Canada <[vanessawong\\_ca@yahoo.ca](mailto:vanessawong_ca@yahoo.ca)>; Wendy Li Rena <[syli233@hotmail.com](mailto:syli233@hotmail.com)>; Margaux Cheng <[regency898@yahoo.com.tw](mailto:regency898@yahoo.com.tw)>

**Sent:** Monday, February 21, 2011 12:54 AM

**Subject:** Fw: Re : Very Exciting Update News !

**Dear All Members :**

**The Top Leader, Annie Lin**

**She has very exciting news for everyone!**

**On the Feb-26-11 Pm 3:00-6:00**

**Feb-27-11 Pm 1:00-5:00**

**All members that attend will receive complementary gifts and also be eligible for a raffle for the patented micro-molecular Activation energy bottle.**

**Special thanks to Alice Hsu for providing us with the meeting location!**

感謝我們的大 Leader Annie Lin 將專程給我們帶來令人興奮的好消息。  
會議的時間如下。

2月26日 Pm 3:00-6:00

2月27日 Pm 1:00-5:00

我們有抽獎活動, 獎品非常豐富, 達到千元以上。

其中包括有專利的能量瓶。

**EXHIBIT A**

所有來的會員將都會有禮物贈送.

我們特別在此感謝Alice Hsu她提供我們會議場所.

**Address Located:** 聖約翰美容學院

**9526 Las Tunas Dr  
Temple City CA 91780**

On Las Tunas between Temple city & Rosemead .  
It is located on primrose Ave right in front  
of the Mandarin Noodle Deli.

Best Regard  
Virginia

**EXHIBIT A**

— On Sun, 6/12/11, Annie Lin <[annierenausa@yahoo.com](mailto:annierenausa@yahoo.com)> wrote:

From: Annie Lin <[annierenausa@yahoo.com](mailto:annierenausa@yahoo.com)>

Subject: fw: New Powerpoints

To: "Simon Ma" <[simonma7@yahoo.com](mailto:simonma7@yahoo.com)>, [virginiachu7@yahoo.com](mailto:virginiachu7@yahoo.com), "Christine Ko" <[arenausa7@yahoo.com](mailto:arenausa7@yahoo.com)>

Date: Sunday, June 12, 2011, 2:34 PM

-- On Sun, 6/12/11, Annie Lin <[annierenausa@yahoo.com](mailto:annierenausa@yahoo.com)> wrote:

From: Annie Lin <[annierenausa@yahoo.com](mailto:annierenausa@yahoo.com)>

Subject: New Powerpoints

EXHIBIT A

# **Exhibit 2 Part 1**

1 LEON E. JEW (SBN: 219298)  
2 JEW & ASSOCIATES  
3 5776 Stoneridge Mall Rd., Suite 288  
4 Pleasanton, CA 94588  
5 Tel: (925) 463-3288  
6 Fax: (925) 463-3218  
7 Email: Ljewpt@yahoo.com



8 Attorneys for Defendants:  
9 SIS-JOYCE INTERNATIONAL CO. LTD. and  
10 ALICE LIN

11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**  
13 **WESTERN DIVISION**

14 American Rena International Corp., a  
15 California corporation; WanZhu  
16 "Kathryn" Li, an individual; and Robert  
17 M. Milliken, an individual,

18 Plaintiffs,

19 vs.

20 Sis-Joyce International Co. Ltd., a  
21 California corporation; Alice "Annie"  
22 Lin, an individual; Robert Simone, an  
23 individual; Christine "Nina" Ko, an  
24 individual; and DOES 3-10

25 Defendants.

26 Sis-Joyce International Co. Ltd., a  
27 California corporation; Alice "Annie"  
28 Lin, an individual;

Counter-Claimants,

vs.

American Rena International Corp., a  
California corporation; WanZhu  
"Kathryn" Li, an individual; and Robert  
M. Milliken, an individual,

Counter-Defendants.

Case No. 12-06972-FMO (JEMx)

**DEFENDANTS SIS-JOYCE  
INTERNATIONAL CO. LTD. AND  
ALICE LIN'S AMENDED  
ANSWER, AFFIRMATIVE  
DEFENSES, AND  
COUNTERCLAIMS TO  
PLAINTIFFS' FIRST-AMENDED  
COMPLAINT**

**JURY TRIAL DEMANDED**

**I. ANSWER**

1  
2 The answering defendants, Alice Lin (hereinafter as “Lin”) and Sis-  
3 Joyce International Co. Ltd. (hereinafter as “Sis-Joyce”), hereby respond to the  
4 First-Amended Complaint of American Rena International Corporation, WanZhu  
5 Li and Robert M. Milliken (together “Plaintiffs”) as follows:  
6

**NATURE OF THE ACTION**

- 7  
8  
9  
10 1. Answering paragraph 1 of the Complaint, the answering defendants  
11 lack sufficient information to form a belief as to the truth or falsity  
12 of the allegations contained therein and thus deny them  
13 2. Answering paragraph 2 of the Complaint, the answering defendants  
14 lack sufficient information to form a belief as to the truth or falsity  
15 of the allegations contained therein and thus deny them.  
16 3. Answering paragraph 3 of the Complaint, the answering defendants  
17 lack sufficient information to form a belief as to the truth or falsity  
18 of the allegations contained therein and thus deny them  
19 4. Answering paragraph 4 of the Complaint, the answering defendants  
20 lack sufficient information to form a belief as to the truth or falsity  
21 of the allegations contained therein and thus deny them.  
22 5. Answering paragraph 5 of the Complaint, the answering defendants  
23 lack sufficient information to form a belief as to the truth or falsity  
24 of the allegations contained therein and thus deny them.  
25 6. Answering paragraph 6 of the Complaint, the answering defendants  
26 lack sufficient information to form a belief as to the truth or falsity  
27 of the allegations contained therein and thus deny them.  
28

**PARTIES**

- 1 7. Answering paragraph 7 of the Complaint, the answering defendants  
2 lack sufficient information to form a belief as to the truth or falsity of  
3 the allegations therein and thus deny them.
- 4 8. Answering paragraph 8 of the Complaint, the answering defendants  
5 lack sufficient information to form a belief as to the truth or falsity of  
6 the allegations therein and thus deny them.
- 7 9. Answering paragraph 9 of the Complaint, the answering defendants  
8 lack sufficient information to form a belief as to the truth or falsity of  
9 the allegations therein and thus deny them.
- 10 10. Answering paragraph 10 of the Complaint, the answering defendants  
11 admit that Sis-Joyce International Co. Ltd. (hereinafter as “Sis-  
12 Joyce”) is a California Corporation and it is owned, in whole or in part  
13 by Lin.
- 14 11. Answering paragraph 11 of the Complaint, the answering defendants  
15 admit the allegations regarding “Alice Lin” but deny the allegations  
16 regarding “Annie”.
- 17 12. Answering paragraph 12 of the Complaint, the answering defendants  
18 lack sufficient information to form a belief as to the truth or falsity of  
19 the allegations therein and thus deny them.
- 20 13. Answering paragraph 13 of the Complaint, the answering defendants  
21 lack sufficient information to form a belief as to the truth or falsity of  
22 the allegations therein and thus deny them.
- 23 14. Answering paragraph 14 of the Complaint, the answering defendants  
24 lack sufficient information to form a belief as to the truth or falsity of  
25 the allegations therein and thus deny them.

## 26 **JURISDICTION AND VENUE**

1 15. Answering paragraph 15 of the Complaint, the answering defendants  
2 admit that Plaintiffs purport to invoke jurisdiction under the Lanham  
3 Trademark Act and under the related applicable federal and state laws,  
4 but deny that Plaintiffs have stated any valid claims against the  
5 answering defendants upon which relief can be granted.

6 16. Answering paragraph 16 of the Complaint, the answering defendants  
7 believe that the proper venue lies in the U.S. District Court for  
8 Northern District of California.

9  
10 **FACTUAL ALLEGATIONS**

11 17. Answering paragraph 17 of the Complaint, the answering defendants  
12 admit that, according to the United States Patent and Trademark  
13 Office (“USPTO”) records, WanZhu Li is listed as the owner of US  
14 Trademark with a Registration No. 3332867. The answering  
15 defendants lack sufficient information to form a belief as to the truth  
16 or falsity of the remaining allegations contained therein and thus deny  
17 them.

18 18. Answering paragraph 18 of the Complaint, the answering defendants  
19 lack sufficient information to form a belief as to the truth or falsity of  
20 the allegations contained therein and thus deny them.

21 19. Answering paragraph 19 of the Complaint, the answering defendants  
22 admit that according to the United States Patent and Trademark Office  
23 (“USPTO”) records, WanZhu Li is listed as the owner of US  
24 Trademark with a Registration No. 3332867 and the owner of the US  
25 Trademark Application with a Serial No. 85602399. The answering  
26 defendants lack sufficient information to form a belief as to the truth  
27 or falsity of the remaining allegations contained therein and thus deny  
28 them.

1 20. Answering paragraph 20 of the Complaint, the answering defendants  
2 lack sufficient information to form a belief as to the truth or falsity of  
3 the allegations contained therein and thus deny them.

4 21. Answering paragraph 21 of the Complaint, the answering defendants  
5 lack sufficient information to form a belief as to the truth or falsity of  
6 the allegations contained therein and thus deny them.

7  
8 **DEFENDANTS' COUNTERFEITING**

9 22. Answering paragraph 22 of the Complaint, the answering defendants  
10 deny the allegations in this paragraph as to Defendant Lin. As to  
11 Defendants Ko and Simone, answering defendants lack sufficient  
12 information to form a belief as to the truth or falsity of the allegations  
13 contained therein and thus deny them.

14 23. Answering paragraph 23 of the Complaint, the answering defendants  
15 lack sufficient information to form a belief as to the truth or falsity of  
16 the allegations contained therein and thus deny them.

17 24. Answering paragraph 24 of the Complaint, the answering defendants  
18 deny the allegations in this paragraph as to Defendant Lin. As to  
19 Defendants Ko and Simone, answering defendants lack sufficient  
20 information to form a belief as to the truth or falsity of the allegations  
21 contained therein and thus deny them.

22 25. Answering paragraph 25 of the Complaint, the answering defendants  
23 deny the allegations in this paragraph as to Defendant Lin. As to  
24 Defendants Ko and Simone, answering defendants lack sufficient  
25 information to form a belief as to the truth or falsity of the allegations  
26 contained therein and thus deny them.

27  
28 **DEFENDANTS' FRAUDULENT WEBSITES**

1 26. Answering paragraph 26 of the Complaint, the answering defendants  
2 deny the allegations in this paragraph as to Defendant Lin. As to  
3 Defendants Ko and Simone, answering defendants lack sufficient  
4 information to form a belief as to the truth or falsity of the allegations  
5 contained therein and thus deny them.

6 27. Answering paragraph 27 of the Complaint, the answering defendants  
7 deny the allegations in this paragraph as to Defendants Lin and Sis-  
8 Joyce. As to Defendants Ko and Simone, answering defendants lack  
9 sufficient information to form a belief as to the truth or falsity of the  
10 allegations contained therein and thus deny them.

11 28. Answering paragraph 28 of the Complaint, the answering defendants  
12 lack sufficient information to form a belief as to the truth or falsity of  
13 the allegations contained therein and thus deny them.

14 29. Answering paragraph 29 of the Complaint, the answering defendants  
15 lack sufficient information to form a belief as to the truth or falsity of  
16 the allegations contained therein and thus deny them.

17 30. Answering paragraph 30 of the Complaint, the answering defendants  
18 lack sufficient information to form a belief as to the truth or falsity of  
19 the allegations contained therein and thus deny them.

20 31. Answering paragraph 31 of the Complaint, the answering defendants  
21 deny the allegations in this paragraph as to Defendants Lin and Sis-  
22 Joyce. As to Defendant Simone, answering defendants lack sufficient  
23 information to form a belief as to the truth or falsity of the allegations  
24 contained therein and thus deny them.

25 32. Answering paragraph 32 of the Complaint, the answering defendants  
26 deny the allegations in this paragraph as to Defendants Lin and Sis-  
27 Joyce. As to Defendants Ko and Simone, answering defendants lack  
28 sufficient information to form a belief as to the truth or falsity of the  
allegations contained therein and thus deny them.

1 33. Answering paragraph 33 of the Complaint, the answering defendants  
2 lack sufficient information to form a belief as to the truth or falsity of  
3 the allegations contained therein and thus deny them.

4 34. Answering paragraph 34 of the Complaint, the answering defendants  
5 lack sufficient information to form a belief as to the truth or falsity of  
6 the allegations contained therein and thus deny them.

7 35. Answering paragraph 35 of the Complaint, the answering defendants  
8 deny the allegations in this paragraph as to Defendant Lin. As to  
9 Defendants Ko and Simone, answering defendants lack sufficient  
10 information to form a belief as to the truth or falsity of the allegations  
11 contained therein and thus deny them.

12 36. Answering paragraph 36 of the Complaint, the answering defendants  
13 lack sufficient information to form a belief as to the truth or falsity of  
14 the allegations contained therein and thus deny them.

15 **DEFENDANTS' FRAUDULENT ADVERTISEMENTS**

16  
17 37. Answering paragraph 37 of the Complaint, the answering defendants  
18 deny the allegations in this paragraph as to Defendants Lin and Sis-  
19 Joyce. As to Defendants Ko and Simone, answering defendants lack  
20 sufficient information to form a belief as to the truth or falsity of the  
21 allegations contained therein and thus deny them.

22 38. Answering paragraph 38 of the Complaint, the answering defendants  
23 deny the allegations in this paragraph as to Defendants Lin and Sis-  
24 Joyce. As to Defendants Ko and Simone, answering defendants lack  
25 sufficient information to form a belief as to the truth or falsity of the  
26 allegations contained therein and thus deny them.

27 **DEFENDANTS' INFRINGING TRADE DRESS**

1 39. Answering paragraph 39 of the Complaint, the answering defendants  
2 lack sufficient information as to who Plaintiffs are referring to. For  
3 that reason, the answering defendants deny all allegations made  
4 therein.

5 40. Answering paragraph 40 of the Complaint, the answering defendants  
6 deny the allegations in this paragraph as to Defendants Lin and Sis-  
7 Joyce. As to Defendants Ko and Simone, answering defendants lack  
8 sufficient information to form a belief as to the truth or falsity of the  
9 allegations contained therein and thus deny them.

10 **DEFENDANTS' INFRINGING MARK**

11  
12 41. Answering paragraph 41 of the Complaint, the answering defendants  
13 admit that Lin is the owner of the US Trademark with Registration  
14 No. 4002069, but deny the remaining allegations in this paragraph.

15 42. Answering paragraph 42 of the Complaint, the answering defendants  
16 deny the allegations in this paragraph as to Defendants Lin and Sis-  
17 Joyce. As to Defendants Ko and Simone, answering defendants lack  
18 sufficient information to form a belief as to the truth or falsity of the  
19 allegations contained therein and thus deny them.

20 **DEFENDANTS' INTERFERENCE WITH RENA'S BUSINESS**  
21 **RELATIONSHIPS**

22  
23 43. Answering paragraph 43 of the Complaint, the answering defendants  
24 lack sufficient information to form a belief as to the truth or falsity of  
25 the allegations contained therein and thus deny them.

26  
27 **FIRST CLAIM FOR RELIEF**

1 **(Direct and Contributory Statutory Trademark Infringement by Rena and**  
2 **Kathryn Li against all Defendants)**

3  
4 **(15 U.S.C. § 1114)**

5 44. Answering paragraph 44 of the Complaint, the answering defendants  
6 incorporate by reference the responses in paragraphs 1 through 43  
7 above, inclusive as if fully set forth herein.

8 45. The answering defendants deny the allegations of paragraph 45.

9 46. The answering defendants deny the allegations of paragraph 46.

10 47. The answering defendants deny the allegations of paragraph 47.

11 48. The answering defendants deny the allegations of paragraph 48.

12 49. The answering defendants deny the allegations of paragraph 49.

13 50. The answering defendants deny the allegations of paragraph 50.

14 51. The answering defendants deny the allegations of paragraph 51.

15 52. The answering defendants deny the allegations of paragraph 52.

16 53. The answering defendants deny the allegations of paragraph 53.

17 54. The answering defendants deny the allegations of paragraph 54 and  
18 specifically deny that Plaintiffs are entitled to any relief whatsoever.

19  
20 **SECOND CLAIM FOR RELIEF**

21 **(Direct and Contributory Common Law Trademark Infringement by Rena**  
22 **and Kathryn Li against all Defendants)**

23  
24 55. Answering paragraph 55 of the Complaint, the answering defendants  
25 incorporate by reference the responses in paragraphs 1 through 54  
26 above, inclusive as if fully set forth herein.

27 56. The answering defendants deny the allegations of paragraph 56.

28 57. The answering defendants deny the allegations of paragraph 57.

- 1 58. The answering defendants deny the allegations of paragraph 58.  
2 59. The answering defendants deny the allegations of paragraph 59.  
3 60. The answering defendants deny the allegations of paragraph 60.  
4 61. The answering defendants deny the allegations of paragraph 61.  
5 62. The answering defendants deny the allegations of paragraph 62.  
6 63. The answering defendants deny the allegations of paragraph 63 and  
7 specifically dent that Plaintiffs are entitled to ant relief whatsoever.

8  
9 **THIRD CLAIM FOR RELIEF**

10 **(Trademark Cancellation by Rena and Kathryn Li against Lin)**

11  
12 **(15 U.S.C. §1064)**

- 13 64. Answering paragraph 64 of the Complaint, the answering defendants  
14 incorporate by reference the responses in paragraphs 1 through 63  
15 above, inclusive as if fully set forth herein.  
16 65. The answering defendants deny the allegations of paragraph 65.  
17 66. The answering defendants deny the allegations of paragraph 66.  
18 67. The answering defendants deny the allegations of paragraph 67.  
19 68. The answering defendants deny the allegations of paragraph 68.  
20 69. The answering defendants deny the allegations of paragraph 69 and  
21 specifically dent that Plaintiffs are entitled to ant relief whatsoever.

22  
23 **FOURTH CLAIM FOR RELIEF**

24 **(Direct and Contributory Lanham Act Section 43(a) violation by Rena and**  
25 **Kathryn Li against all Defendants)**

26  
27 **(15 U.S.C. §1125)**

1 70. Answering paragraph 70 of the Complaint, the answering defendants  
2 incorporate by reference the responses in paragraphs 1 through 69  
3 above, inclusive as if fully set forth herein.

4 71. The answering defendants deny the allegations of paragraph 71.

5 72. The answering defendants deny the allegations of paragraph 72.

6 73. The answering defendants deny the allegations of paragraph 73.

7 74. The answering defendants deny the allegations of paragraph 74.

8 75. The answering defendants deny the allegations of paragraph 75.

9 76. The answering defendants deny the allegations of paragraph 76.

10 77. The answering defendants deny the allegations of paragraph 77.

11 78. The answering defendants deny the allegations of paragraph 78.

12 79. The answering defendants deny the allegations of paragraph 79.

13 80. The answering defendants deny the allegations of paragraph 80 and  
14 specifically dent that Plaintiffs are entitled to ant relief whatsoever.

15 **FIFTH CLAIM FOR RELIEF**

16  
17 **(Copyright Infringement by Rena against all Defendants)**

18  
19 81. Answering paragraph 81 of the Complaint, the answering defendants  
20 incorporate by reference the responses in paragraphs 1 through 80  
21 above, inclusive as if fully set forth herein.

22 82. The answering defendants deny the allegations of paragraph 82.

23 83. The answering defendants deny the allegations of paragraph 83.

24 84. The answering defendants deny the allegations of paragraph 84.

25 85. The answering defendants deny the allegations of paragraph 85.

26 86. The answering defendants deny the allegations of paragraph 86.

27 87. The answering defendants deny the allegations of paragraph 87 and  
28 specifically dent that Plaintiffs are entitled to ant relief whatsoever.

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**SIXTH CLAIM FOR RELIEF**

**(Anticybersquatting Consumer Protection Act Violation by Rena and  
Kathryn Li against all Defendants)**

**(15 U.S.C. §1125(d))**

88. Answering paragraph 88 of the Complaint, the answering defendants incorporate by reference the responses in paragraphs 1 through 87 above, inclusive as if fully set forth herein.

89. The answering defendants deny the allegations of paragraph 89.

90. The answering defendants deny the allegations of paragraph 90.

91. The answering defendants deny the allegations of paragraph 91.

92. The answering defendants deny the allegations of paragraph 92.

93. The answering defendants deny the allegations of paragraph 93.

94. The answering defendants deny the allegations of paragraph 94 and specifically deny that Plaintiffs are entitled to any relief whatsoever.

**SEVENTH CLAIM FOR RELIEF**

**(Trade Secret Misappropriation by Rena against all Defendants)**

95. Answering paragraph 95 of the Complaint, the answering defendants incorporate by reference the responses in paragraphs 1 through 94 above, inclusive as if fully set forth herein.

96. The answering defendants deny the allegations of paragraph 96.

97. The answering defendants deny the allegations of paragraph 97.

98. The answering defendants deny the allegations of paragraph 98.

99. The answering defendants deny the allegations of paragraph 99 and specifically deny that Plaintiffs are entitled to any relief whatsoever.

1 **EIGHTH CLAIM FOR RELIEF**

2 **(Interference with Prospective Economic Advantage by Rena against all**  
3 **Defendants)**

4  
5 100. Answering paragraph 100 of the Complaint, the answering  
6 defendants incorporate by reference the responses in paragraphs 1  
7 through 99 above, inclusive as if fully set forth herein.

8 101. The answering defendants deny the allegations of paragraph 101.

9 102. The answering defendants deny the allegations of paragraph 102.

10 103. The answering defendants deny the allegations of paragraph 103.

11 104. The answering defendants deny the allegations of paragraph 104.

12 105. The answering defendants deny the allegations of paragraph 105.

13 106. The answering defendants deny the allegations of paragraph 106 and  
14 specifically dent that Plaintiffs are entitled to ant relief whatsoever.

15 **NINTH CLAIM FOR RELIEF**

16  
17 **(Trade Libel by Rena against all Defendants)**

18  
19 107. Answering paragraph 107 of the Complaint, the answering  
20 defendants incorporate by reference the responses in paragraphs 1  
21 through 106 above, inclusive as if fully set forth herein.

22 108. The answering defendants deny the allegations of paragraph 108.

23 109. The answering defendants deny the allegations of paragraph 109.

24 110. The answering defendants deny the allegations of paragraph 110.

25 111. The answering defendants deny the allegations of paragraph 111.

26 112. The answering defendants deny the allegations of paragraph 112 and  
27 specifically dent that Plaintiffs are entitled to ant relief whatsoever.

28 **TENTH CLAIM FOR RELIEF**

1 **(False Light Invasion of Privacy by Kathryn Li and Robert Milliken against**  
2 **all Defendants)**

3  
4 113. Answering paragraph 113 of the Complaint, the answering  
5 defendants incorporate by reference the responses in paragraphs 1  
6 through 112 above, inclusive as if fully set forth herein.

7 114. The answering defendants deny the allegations of paragraph 114.

8 115. The answering defendants deny the allegations of paragraph 115.

9 116. The answering defendants deny the allegations of paragraph 116.

10 117. The answering defendants deny the allegations of paragraph 117.

11 118. The answering defendants deny the allegations of paragraph 118 and  
12 specifically deny that Plaintiffs are entitled to any relief whatsoever.

13 **ELEVENTH CLAIM FOR RELIEF**

14  
15 **(Violation of Right of Publicity by Kathryn Li and Robert Milliken against all**  
16 **Defendants)**

17 ***(California Civil Code §3344 and the Common Law)***

18  
19 119. Answering paragraph 119 of the Complaint, the answering  
20 defendants incorporate by reference the responses in paragraphs 1  
21 through 118 above, inclusive as if fully set forth herein.

22 120. The answering defendants deny the allegations of paragraph 120.

23 121. The answering defendants deny the allegations of paragraph 121.

24 122. The answering defendants deny the allegations of paragraph 122.

25 123. The answering defendants deny the allegations of paragraph 123.

26 124. The answering defendants deny the allegations of paragraph 124.

27 125. The answering defendants deny the allegations of paragraph 125.

1 126. The answering defendants deny the allegations of paragraph 126 and  
2 specifically dent that Plaintiffs are entitled to ant relief whatsoever.

3  
4 **TWELFTH CLAIM FOR RELIEF**

5 **(California Statutory Unfair Competition by Rena against all Defendants)**

6  
7 127. Answering paragraph 127 of the Complaint, the answering  
8 defendants incorporate by reference the responses in paragraphs 1  
9 through 126 above, inclusive as if fully set forth herein.

10 128. The answering defendants deny the allegations of paragraph 128.

11 129. The answering defendants deny the allegations of paragraph 129.

12 130. The answering defendants deny the allegations of paragraph 130.

13 131. The answering defendants deny the allegations of paragraph 131.

14 132. The answering defendants deny the allegations of paragraph 132.

15 133. The answering defendants deny the allegations of paragraph 133 and  
16 specifically dent that Plaintiffs are entitled to ant relief whatsoever.

17 **THIRTEENTH CLAIM FOR RELIEF**

18  
19 **(California Common Law Unfair Competition by Rena against all**  
20 **Defendants)**

21 134. Answering paragra134 of the Complaint, the answering defendants  
22 incorporate by reference the responses in paragraphs 1 through 133  
23 above, inclusive as if fully set forth herein.

24 135. The answering defendants deny the allegations of paragraph 135.

25 136. The answering defendants deny the allegations of paragraph 136.

26 137. The answering defendants deny the allegations of paragraph 137 and  
27 specifically dent that Plaintiffs are entitled to ant relief whatsoever.  
28

1 **FOURTEENTH CLAIM FOR RELIEF**

2 **(Violation of the Racketeer Influenced and Corrupt Organizations Act by**  
3 **Rena against all Defendants)**

4 **(18 U.S.C. §§ 1962(c) and 1964(c))**

5  
6  
7 138. Answering paragraph 138 of the Complaint, the answering  
8 defendants incorporate by reference the responses in paragraphs 1  
9 through 137 above, inclusive as if fully set forth herein.

10 139. The answering defendants deny the allegations of paragraph 139.

11 140. The answering defendants deny the allegations of paragraph 140,  
12 including sections a, b, and c.

13 141. The answering defendants deny the allegations of paragraph 141.

14 142. The answering defendants deny the allegations of paragraph 142 and  
15 specifically dent that Plaintiffs are entitled to ant relief whatsoever.

16 **FIFTEENTH CLAIM FOR RELIEF**

17  
18 **(Conspiracy to Violate the Racketeer Influenced and Corrupt Organizations**  
19 **Act by Rena against all Defendants)**

20 **(18 U.S.C. §§ 1962(d) and 1964(c))**

21  
22 143. Answering paragraph 143 of the Complaint, the answering  
23 defendants incorporate by reference the responses in paragraphs 1  
24 through 142 above, inclusive as if fully set forth herein.

25 144. The answering defendants deny the allegations of paragraph 144.

26 145. The answering defendants deny the allegations of paragraph 145.

27 146. The answering defendants deny the allegations of paragraph 146 and  
28 specifically dent that Plaintiffs are entitled to ant relief whatsoever.

1 **SIXTEENTH CLAIM FOR RELIEF**

2 **(Unjust Enrichment by Rena against all Defendants)**

3  
4 147. Answering paragraph 147 of the Complaint, the answering  
5 defendants incorporate by reference the responses in paragraphs 1  
6 through 146 above, inclusive as if fully set forth herein.

7 148. The answering defendants deny the allegations of paragraph 148 and  
8 specifically deny that Plaintiffs are entitled to any relief whatsoever.

9  
10 **PRAYER FOR RELIEF**

11 The answering defendants deny any allegations contained in the  
12 “WHEREFORE” clause and deny that Plaintiffs are entitled to any relief  
13 whatsoever.

14  
15 **II. AFFIRMATIVE DEFENSES**

16 The answering defendants, as affirmative defenses to each and every claim  
17 asserted in Plaintiffs’ First-Amended Complaint, allege as follows, without  
18 admission that the answering defendants carry the burden of proof on any of the  
19 defenses set forth below. In support of each of the following defenses, the facts  
20 alleged in the Counterclaims (See “III. COUNTERCLAIMS” below)

21  
22 **FIRST AFFIRMATIVE DEFENSE**

23  
24 **(Failure to State a Claim Upon Which Relief May Be Granted)**

25 Plaintiffs’ Complaint fails to state facts against the answering defendants  
26 upon which relief can be granted because there are insufficient factual allegations  
27 showing that defendants violated any of the plaintiff’s rights under the United  
28 States Constitution or any applicable federal law.

1 Plaintiffs have alleged Trademark Infringement, but Defendants had a valid  
2 trademark in use prior to Plaintiffs.

3 Plaintiffs have alleged Copyright Infringement, but Defendants Lin and Sis-  
4 Joyce have not used any words, slogans, or advertisements claimed to have been  
5 owned by Plaintiffs. As addressed in the counterclaims below, Defendants Ko and  
6 Simone have no affiliation with Defendants Lin and Sis-Joyce. Defendants Ko and  
7 Simone have acted independently against the wishes of Defendants Lin and Sis-  
8 Joyce.

9 Plaintiffs have failed to state a claim against Defendants Lin and Sis-Joyce  
10 because Defendants Lin and Sis-Joyce are not responsible for Defendants Ko and  
11 Simone's behavior and actions.

12 **SECOND AFFIRMATIVE DEFENSE**

13  
14 **(Estoppel)**

15  
16 Plaintiff's alleged claims are barred, in whole or in part, as a result of its  
17 own acts and omissions of fraud and unlawful business practices (Dkt. 98-1 no.'s  
18 51, 53-57, 60, 66, 70, 31-73, Dkt. 30-3, Exhibits I and J, Dkt. 28-3, Exhibit. B,  
19 Dkt. 100-1, pp. 7, 16, 32).

20 "... equity will deny relief for infringement of a trademark where the plaintiff  
21 is misrepresenting to the public the nature of his product either by the trademark  
22 itself or by his label ... When the owner of the trade-mark applies for an injunction  
23 to restrain the defendant from injuring his property by making false representations  
24 to the public, it is essential that the plaintiff should not in his trade-mark, or in the  
25 business connected with it, be himself guilty of any false or misleading  
26 representation; for if the plaintiff makes any material false statement in connection  
27 with the property he seeks to protect, he loses, and very justly, his right to claim  
28 the assistance of a court of equity." *Manhattan Medicine Co. v. Wood*, 108 U.S.  
218; *Worden v. California Fig Syrup Co.*, 187 U.S. 516 (1883), Supreme Court of

1 United States. Decided April 2d, 1883.; Leather Cloth Co. v. American Leather  
2 Cloth Co., 11 H.L. 522, 541-45.

3 Plaintiffs are estopped from obtaining the relief sought in the Complaint.  
4

5 **THIRD AFFIRMATIVE DEFENSE**  
6

7 **(Waiver)**  
8

9 Plaintiffs' alleged claims are barred, in whole or in part, because of a result  
10 of its acts and omissions of fraud and unlawful conduct. Plaintiffs have an unpaid  
11 tax liability on unreported sales of greater than \$100 million. Plaintiff American  
12 Rena Corporation, incorporated in the State of California, must *first* correct its  
13 defect to gain access to the courts for litigation. In addition, Plaintiffs' unpaid  
14 taxes and money laundering provide them and/or their customers with the "tax  
15 evasion discount" that leads to decreased consumption and revenues by their  
16 competitors. *Republic of Colombia v. Diageo N. Am. Inc.*, 531 F. Supp. 2d 365,  
17 380 (E.D.N.Y. 2007). Plaintiffs have waived any right to recover the relief sought  
18 in the Complaint. The allegations stated in the answer and the counterclaims are  
19 incorporated by reference herein.

20 **FOURTH AFFIRMATIVE DEFENSE**  
21

22 **(Unclean Hands)**  
23

24 Plaintiffs alleged claims are barred, in whole or in part, under the equitable  
25 doctrine of unclean hands as a result of Plaintiffs' illegal actions and for public  
26 policy reasons. Plaintiffs are guilty of each and every cause of action they assert  
27 against Defendants. Plaintiffs engaged in unlawful conduct and fraud in serving  
28 their complaint.

A valid affirmative defense of unclean hands may be asserted in this case.

1 Even if Defendants were liable for the conduct Plaintiffs have asserted, Plaintiffs  
2 “hands” are not clean. If Plaintiff undertook any illegal actions, then they are  
3 barred from bringing suit.

4 Plaintiff’s hands are unclean for multiple reasons:

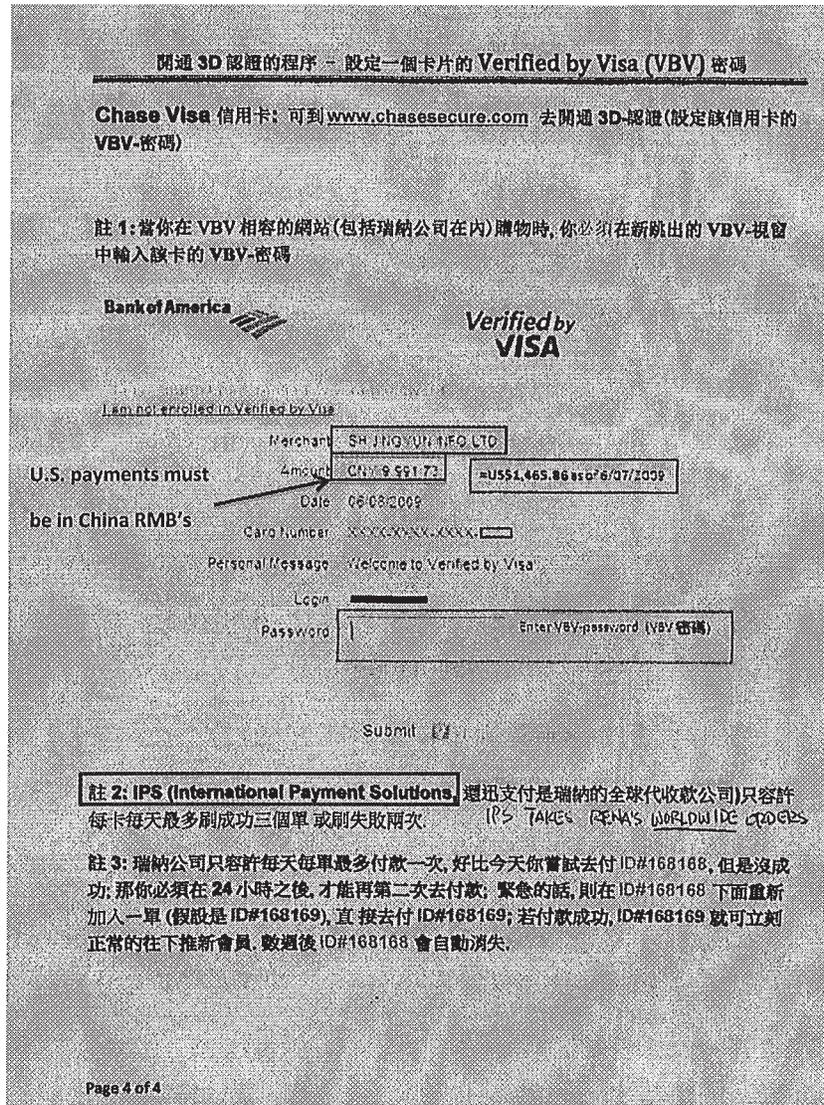
5 A. Plaintiffs have taken their designs from both Defendants Lin and  
6 Sis-Joyce, as well as the Taiwanese company Pin Mao Plastic  
7 Industry Co. Ltd. The bottle used was patented by the Taiwanese  
8 company. To state the Defendants have stolen the design, *after*  
9 Plaintiffs originally stole it, is clearly not allowed by the courts.  
10 The doctrine of unclean hands bars claims where the plaintiff is  
11 liable as well for both judicial efficiency and simple fairness.

12 B. Plaintiffs have also stated that Defendants have taken content from  
13 Plaintiffs’ website and used it on their own. Plaintiffs also stated  
14 that Defendants have “trash-talked” Plaintiffs, harming their  
15 business. First, to be clear, Defendants Lin and Sis-Joyce had, and  
16 have, no control over Defendant Ko and Simone’s actions. That  
17 being said, *even if the court were to find Plaintiffs’ allegations as*  
18 *true*, Plaintiffs are liable for this as well.

19 In the paid advertisements Plaintiffs ran in Chinese, they  
20 essentially discredited Defendants business by alleging fraud,  
21 deception, and infringement. (*Exhibit 003 (DOC 98-1) no. 74*),  
22 (*DOC 30-2, Exh. I and J*), (*DOC 100-1, pp. 25-26*); plaintiffs  
23 violate 28 USC § 4101. When asked for a translation of this  
24 advertisement, Plaintiffs turned over a copy that incorrectly stated  
25 the translation, so as to discredit Defendants’ theory. When  
26 Defendants obtained a true and correct copy of the translated  
27 advertisement, it was easily seen that Plaintiffs had lied about the  
28 translation.

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C. Plaintiffs have also laundered money in running their business. Plaintiffs own a shell company in mainland China, SH JINGYUN INFO LTD (*Exhibit 003 (DOC 98-1) no. 66*); plaintiffs violate 18 U.S.C. § 1001, 18 U.S.C. § 287, 18 U.S.C. § 2314. These violations constitute aggravated felonies when committed by plaintiff Wanzhu Li, a permanent resident alien (26 USC § 7206(1), 26 USC § 7206(2), 8 U.S.C. § 1101, et seq, *Kawashima v. Holder*(615 F. 3d 1043, affirmed)).



21 D. Plaintiffs also have false product patent claims. (*Exhibit 003*  
22 (*DOC 98-1, no. 53 and 55*), (*DOC 30-2, Exh. I and J*), (*Dkt.*  
23 *100-1, p.5*); plaintiffs violate of California Business & Profession  
24 Code § 17200 et. seq., 35 U.S.C §292 (...Whoever marks upon, or  
25 affixes to, or uses in advertising in connection with any unpatented  
26 article, the word “patent” or any word or number importing that the  
27 same is patented, for the purpose of deceiving the public.. Shall be  
28 fined not more than \$500 for every such offense), 18 U.S.C. §

2314, 18 U.S.C. § 1001, and 18 U.S.C. § 287.

4. How can minerals be supplemented and used to prevent and cure illness and aging of the human body?

In the past, most methods used to solve the aging of human skin and similar problems involved using vitamin C, collagen, protein, amino acids, and similar products. These problems were also handled through surgeries, injections and long-acting anesthetics. However, there was no way to achieve long-term fundamental improvements in terms of the human constitution. The most significant and hardest to solve cause of aging within the bodies of people around the globe at present is mineral deficiency and supplementation. Because minerals are a kind of catalyst, they help vitamins and enzymes perform their ordinary functions, maintaining our health and our lives. When we are deficient in vitamins, our bodies can still operate by relying on certain minerals, but when we have mineral deficiencies, vitamins have limited or no use!

In 1936, U.S. Senate Document 264 also proposed that 89% of Americans are suffering from mineral deficiencies. Being deficient in one or more kinds of minerals can lead to illness, aging, or even the shortening of one's life. Given that minerals are this important, it is very unfortunate that they are no longer completely supplied by our food. As a result, we can only get them from nutritional supplement.

American Rena International Corp. uses an advanced biological purification technology to extract the essence from nearly one hundred kinds of minerals and produce the fully-tech patented product Liquidize Infrared Negative Ion Activation Energy3. Liquidize infrared radiating bodies are more effective than the solid infrared of the past. They can directly and rapidly improve the micro-cycles of the human body. It transforms the constitution and exerts an excellent and miraculous effect to delaying aging and prolong life. It truly achieves the goal of finding the correct prevention and remedy through scientific supplementation!

Translated directly. Based on English product terminology in source, this word correspond to "Liquidize Ultra Infrared Negative Ion Energy3".



**USPTO PATENT FULL-TEXT AND IMAGE DATABASE**

Searching US Patents Text Collection...

Results of Search in US Patents Text Collection db for: AN/"American Rena": 0 patents.

No patents have matched your query

AN/"American Rena"

Searching US Patents Text Collection...

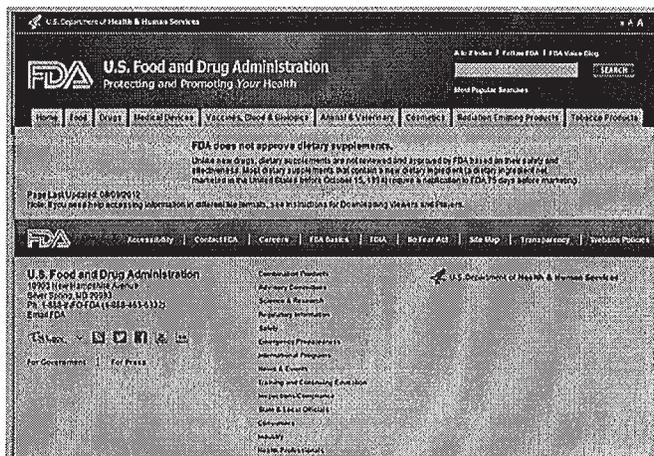
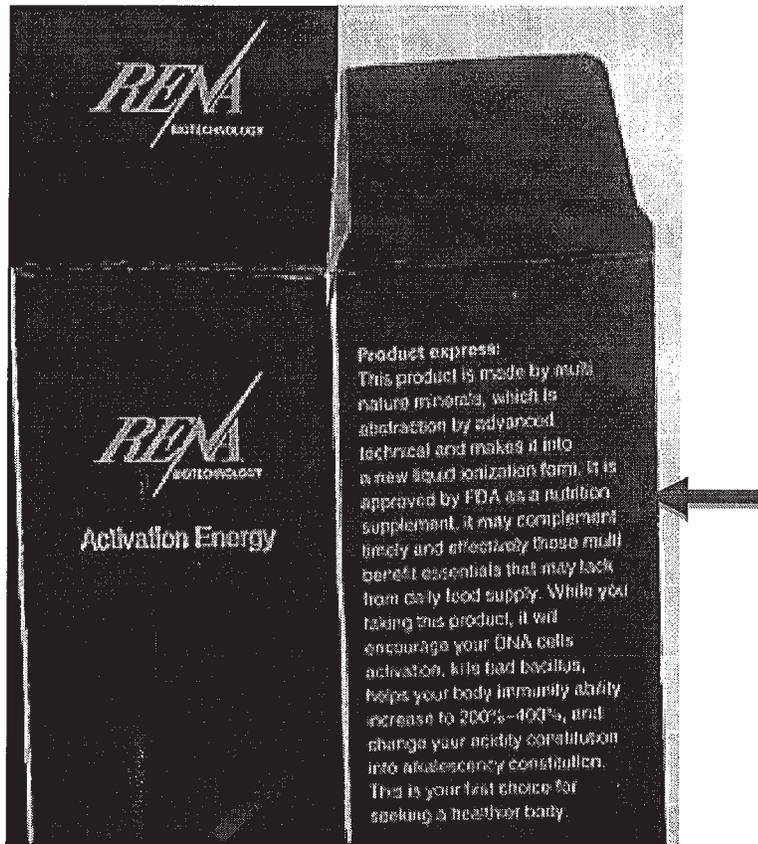
Results of Search in US Patents Text Collection db for: IN/"Wanzhu Li": 0 patents.

No patents have matched your query

IN/"Wanzhu Li"

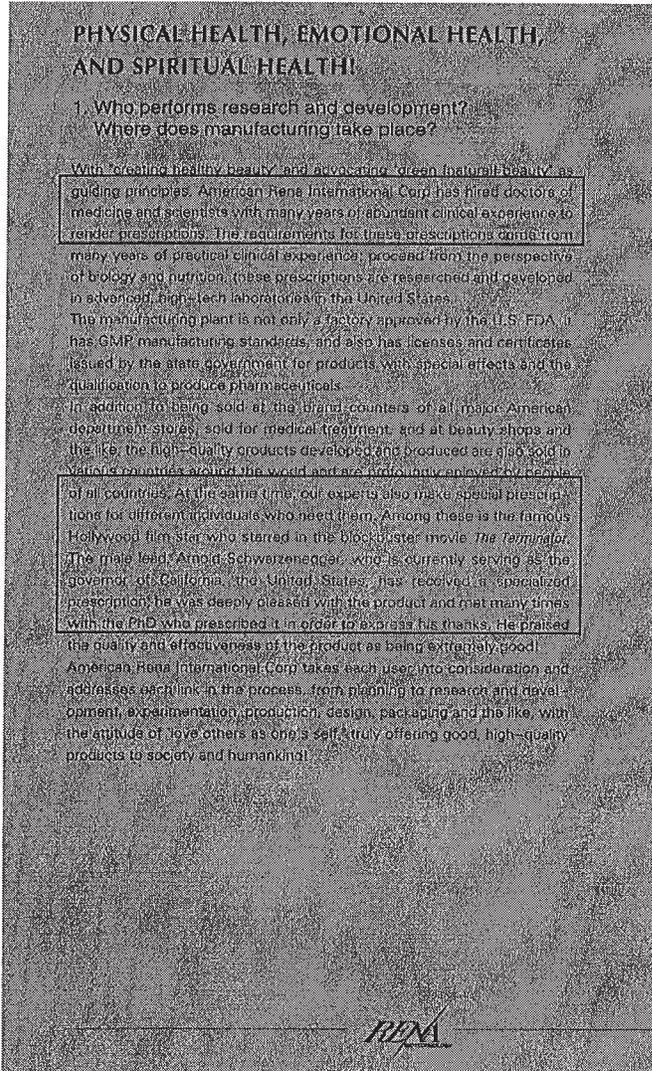
E. Plaintiffs are also liable for falsely claiming that the FDA has approved their product. (*Exhibit 003 (DOC 98-1), no. 51 and 54*); plaintiffs violate 21 USC § 343 - Misbranded food, a food shall be deemed to be misbranded— (a) False or misleading label if (1) its labeling is false or misleading in any particular; 21 USC § 362 - Misbranded cosmetics, a cosmetic shall be deemed to be misbranded— (a) If its labeling is false or misleading in any particular; California Business & Profession Code § 17200 et. seq.; 21 U.S.C. §§ 301 et seq.; 18 U.S.C. § 2314; 18 U.S.C. § 1001; and

18 U.S.C. § 287.



F. Plaintiffs also fraudulently claimed that celebrities endorsed their product. Not only is this not true, but those celebrities have claims against Plaintiffs for using their name and likeness without permission. Though these claims may be brought by a third party, Plaintiffs hands are still unclean. (*Exhibit 003 (DOC 98-1) no. 59*),

( DOC 30-2, Exh. K); plaintiffs violate 18 U.S.C. § 2314, 18 U.S.C. § 1341, 18 U.S.C. § 1343, 18 U.S.C. § 1962c and 1964c.



[Translation]

RENA celebrity users  
Used and endorsed by Arnold Schwarzenegger and Madonna

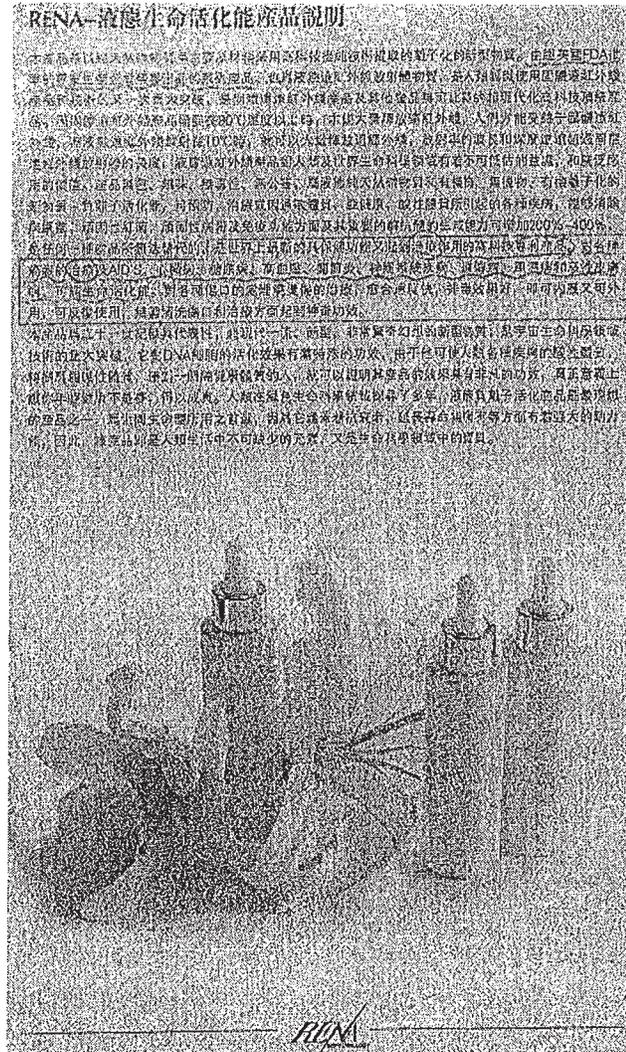


G. Plaintiffs also fraudulently claimed that their product could “cure” cancer, AIDS, diabetes, heart disease and many others. (Exhibit 003 (DOC 98-1) no. 60); plaintiffs violate 18 U.S.C. § 2314, 18 U.S.C. § 1341, 18 U.S.C. § 1343, 18 U.S.C. § 1962c and 1964c.

[Translation]

DESCRIPTION OF RENA LIQUID LIFE ACTIVATION ENERGY PRODUCT

It is the world's newest high-tech patented product with the capacity to preserve health and having therapeutic effect. One might say that it has life activation energy with regard to the cure of all kinds of cancer and AIDS, heart disease, diabetes, high blood pressure, arthritis, nervous system disorders, hereditary illnesses, rheumatism, and malignant skin disease. It speeds healing when used to cure all kinds of wounds or burns and provides highly effective detoxification. It can be used internally or externally; it can be used repeatedly; wounds do not need to be cleaned, and it has miraculous effects with respect to cure.



H. Plaintiffs violate immigration laws by providing fraudulent Permanent Resident "Green Cards" to the Chinese public and their families to enter the United States who meet specified sales targets. Plaintiffs misuse their trademark connected to this litigation in the sale of their product for

1 financial gain. They violate the law and victimize the public. (Dkt. 98-  
2 1, no. 56 and 57), (Dkt. 30-2, Exh. N), (DOC 28-3, Exh. B); plaintiffs  
3 violate the Immigration & Nationality Act 274A, 8 U.S.C 1324a, Sec.  
4 277; 8 U.S.C 1327, 18 U.S.C. § 2314. These violations constitute  
5 aggravated felonies when committed by plaintiff Wanzhu Li, a  
6 permanent resident alien (26 USC § 7206(1), 26 USC § 7206(2), 8  
7 U.S.C. § 1101, et seq, Kawashima v. Holder(615 F. 3d 1043, affirmed)).  
8

9

**Barack Obama Award:**

Subsidy for a BMW 5 series worth \$60,000.

Award conditions: Both left and right district of yours manage four qualified teams respectively; team performance reaches 30 million BV

10

11

12

**George Washington Special Award:**

American Rena International Corp. to provide you and your family the U.S. permanent resident green card. You'd have the opportunity to travel around the world and truly experience borderless global e-commerce to guide you to bountiful success!

Award conditions: Both left and right district of yours manage five qualified teams respectively; team performance reaches 40 million BV

13

14

15

16

17

**Terms and Conditions Apply**

- \* The above prizes will be claimed in sequence and may not be duplicated.
- \*The interpretation of the reward plan resides with American Rena International Corporation.

18

19

20

21

22

Close

Copyright © American Rena Corporation 2004-2012

23 For the above reasons, Plaintiffs' hands are unclean and this affirmative  
24 defense prevents them from bringing their claims.  
25

26 **FIFTH AFFIRMATIVE DEFENSE**

27 **(Lack of Secondary Meaning of Fame)**  
28

1 Plaintiffs' alleged claims are barred, in whole or in part, because plaintiffs  
2 have not acquired secondary meaning in their alleged trademarks. Plaintiffs'  
3 alleged claims are also barred because the trademarks asserted in the Complaint are  
4 not famous. Plaintiffs believe that "RENA" is famous because of the "live" status  
5 listed in the database of the USPTO, along with multiple serial numbers for  
6 multiple uses of the word "RENA." This does not, however, make their mark  
7 famous. A mark is famous when it is well known and customers can point to the  
8 mark and recognize it; this includes such marks as "Kelloggs," "Pepsi," and  
9 "Coke." "RENA," however, does not have this level of recognition within the  
10 community. This clearly shows that Plaintiff's mark has not acquired secondary  
11 meaning.

## 12 **SIXTH AFFIRMATIVE DEFENSE**

### 13 **(Assumption of the Risk)**

14  
15  
16 Though not in the traditional sense, Plaintiffs have assumed the risk of  
17 introducing their product into the US market after Defendants had already beat  
18 them to it. Defendants have a valid trademark and use of their product before  
19 Plaintiffs entered into the arena. When Plaintiffs did so, their conduct constituted  
20 copyright infringement, trademark infringement, trade dress infringement, and  
21 many others. Even without those claims, Plaintiffs entered into the US market after  
22 Defendant had already been there. To claim that Defendants' product was "taking  
23 revenue away from Plaintiffs" is untrue. In fact, it is the other way around.  
24 Plaintiffs were taking profits from Defendants. Once Defendants changed  
25 marketing strategies, Plaintiffs claimed to have had a loss in sales revenue. This is  
26 through no fault of Defendants. Therefore, Plaintiffs assumed the risks of starting a  
27 business after Defendants already had established theirs in essentially the same  
28 market. This bars them from asserting claims against Defendants.

1 **SEVENTH AFFIRMATIVE DEFENSE**

2 **(Wrong Party/Actions of Others)**

3  
4 Plaintiffs claim that Defendants Lin and Sis-Joyce are the agents of  
5 Defendants Ko and Simone. This is unfounded. There is no evidence of a link  
6 between the two sets of defendants. Plaintiffs have argued that emails sent from  
7 Virginia Wu and Defendant Simone's accounts link Defendant Lin to their  
8 operations. Defendant Lin is a victim of the very crimes that Plaintiffs committed  
9 above in using the names of famous celebrities to represent their products.  
10 Defendant Lin had no contact with Defendants Ko and Simone, yet Plaintiffs  
11 continue to suggest that Defendant Lin was working with Defendants Ko and  
12 Simone. Plaintiffs have yet to produce solid evidence linking the two sets of  
13 Defendants. Since Plaintiffs have sued the wrong defendants in this case, they are  
14 barred from bringing suit against Defendants Lin and Sis-Joyce.

15 The claims made in the Complaint are barred, in whole or in part, because  
16 Defendants Lin and Sis-Joyce are not liable for the acts of others whom they have  
17 no control.

18 **EIGHTH AFFIRMATIVE DEFENSE**

19 **(Sole Negligence of Co-Defendant)**

20  
21  
22 Plaintiffs claim that Defendants Lin and Sis-Joyce are the agents of  
23 Defendants Ko and Simone. This is unfounded. There is no evidence of a link  
24 between the two sets of defendants. Plaintiffs have argued that emails sent from  
25 Virginia Wu and Defendant Simone's accounts link Defendant Lin to their  
26 operations. Defendant Lin is a victim of the very crimes that Plaintiffs committed  
27 above in using the names of famous celebrities to represent their products.  
28 Defendant Lin had no contact with Defendants Ko and Simone, yet due to their

1 negligent or perhaps willful conduct, Defendants Lin and Sis-Joyce were dragged  
2 into this law suit. This suit arose out of the sole negligence of Defendants Ko and  
3 Simone, and therefore Plaintiff is barred from asserting their claims against  
4 Defendants Lin and Sis-Joyce.

5  
6 **NINTH AFFIRMATIVE DEFENSE**

7 **(Unjust Enrichment)**  
8

9 Plaintiffs have brought this suit to keep Defendants out of their share of the  
10 US market. If Plaintiffs will be allowed to bring this suit, they will be unjustly  
11 enriched. By forcing Defendants out of the market, Plaintiffs will be entitled to a  
12 much greater share of revenue. Due to a lack of facts and evidence against  
13 Defendants, Plaintiffs only hopes in bringing this suit is that they can reap the  
14 benefits of not having Defendants' products on the market. There is no foundation  
15 for Plaintiffs' claims, except to take Defendants' profits.

16 1. Plaintiffs were unjustly enriched - in amounts of "\$30 million" per year  
17 for several years (*Dkt.1 and Dkt. 106, ¶'s 1, 4*).

18 2. At the expense of defendants - in amounts to be determined as  
19 defendants have been economically injured through the deceptive and wrongful  
20 business practices of their competitor, plaintiffs Wanzhu Li and American Rena  
21 International Corporation (*Dkt. 96, FAA 19:22-27, 20:1-21*).

22 3. It is against equity and good conscience to permit plaintiffs to retain what  
23 is sought to be recovered - plaintiffs' acts of fraud and unlawful conduct (*Dkt. 98-*  
24 *1 no. 's 51, 53-57, 60, 66, 70, 31-73, Dkt. 30-3, Exhibits I and J, Dkt. 28-3, Exhibit.*  
25 *B, Dkt. 100-1, pp. 7, 16, 32*) violate the laws of the United States and the State of  
26 California (18 U.S.C. § 1001(a)(2), 18 U.S.C. § 287, 18 U.S.C. § 2314, 26 USC §  
27 6050I, 8 U.S.C. § 1101, et seq., 35 U.S.C §292, 19 USPQ 2d 1460 (D PR 1991),  
28 FD&C Act § 331, 18 U.S.C. § 2314, 18 U.S.C. § 1341, 18 U.S.C. § 1343, 18  
U.S.C. § 1962c and 1964c, the Immigration & Nationality Act 274A, 8 U.S.C

1 1324a, Sec. 277, the California Business & Profession Code § 17200 et. seq., and  
2 the 2010 California Health and Safety Code Article 1 §11150,).

3 Therefore, Plaintiffs will be unjustly enriched if this case were to continue.

4  
5 **TENTH AFFIRMATIVE DEFENSE**

6 **(Misuse)**

7  
8 Plaintiffs misuse their trademark because they make false product claims  
9 and mislead the public. Plaintiffs claim that their product is patented, when it is  
10 not; that it is FDA approved, when it is not; that it cures cancer and other diseases,  
11 when it does not; and that it is used and endorsed by celebrities, when they do not.

12 “Courts first applied the doctrine of misuse to a trademark dispute in  
13 1883, long before its application to other intellectual property... In an 1883 case,  
14 *Manhattan Medicine Co. v. Wood*, 108 U.S. 218 (1883), the plaintiff sought an  
15 injunction against a competitor for imitating its popular medical product,  
16 ‘Atwood’s Vegetable Physical Jaundice Bitters.’ ... the Court declined to enforce  
17 plaintiff’s right because its products claimed falsely to be ‘manufactured by Moses  
18 Atwood in Georgetown, Massachusetts.’ (*Id. at 222*). According to the Court,  
19 because these statements misled the public, a court of equity could not lend its aid  
20 to this fraud by enforcing the action. (*Id.*)” (*Revitalizing the Doctrine of*  
21 *Trademark Misuse*, 2006, William E. Ridgway, Law clerk to Hon. Vaughn R.  
22 Walker, United States District Court for the Northern District of California, p.  
23 1553).

24 In a similar case, the Supreme Court ruled: “[W]hen the owner of a trade  
25 mark applies for an injunction to restrain the defendant from injuring his property  
26 by making false representations to the public, it is essential that the plaintiff should  
27 not in his trade mark, or in his advertisements and business, be himself guilty of  
28 any false or misleading representation . . . [I]f the plaintiff makes any material false

1 statement in connection with the property which he seeks to protect, he loses his  
2 right to claim the assistance of a court of equity . . .” *Clinton E. Worden & Co. v.*  
3 *California Fig Syrup Co.*, 187 U.S. 516 (1903).

4 The court sanctioned the doctrine’s use if a trademark owner “somehow  
5 [does] violence to the public policy which establishes [the] trademark right,”  
6 namely, using a trademark to misrepresent a product. (*48 U.S.P.Q.2d 1909 (N.D.*  
7 *Ill. 1998)*).

8 The claims made in the Complaint are barred, in whole or in part, because  
9 plaintiffs have misused their registered trademark.

10  
11  
12 **ELEVENTH AFFIRMATIVE DEFENSE**

13  
14 **(Fair Use)**

15 The claims made in the Complaint are barred, in whole or in part, by the  
16 doctrines of fair use, nominative fair use, and/or descriptive use.

17 A defendant asserting the fair use affirmative defense need only prove that  
18 he is not using the term as a mark. (15 U.S.C. § 1115(b)(4)). Defendants’ use of  
19 their registered mark 4002069, “New! ARëna Life Activation Energy Serum”  
20 classified and used as a Class 3 cosmetic is fair and just. (*Dkt. 98-1, no. 8*)  
21 Whereas plaintiff’s registered mark 3332867 “RENA BIOTECHNOLOGY”  
22 classified as a Class 5 dietary supplement (*Id., no. 7*) is used, and its product is sold  
23 as a Class 3 cosmetic (*Id., no. 11, 12*) is unfair and unjust. Under common law  
24 principles, ownership of a mark is appurtenant to areas of actual commercial use.  
25 *Tally-Ho, Inc. v. Coast Community College Dist.*, 889 F. 2d 1018, 1023 (11th Cir.  
26 1989). This confines ownership of a mark both geographically and by product or  
27 service. *Id.* Ownership through registration is nationwide in effect, but still limited  
28 by the fields of use for which the mark is registered. A registrant cannot by normal

## **Exhibit 2 Part 2**

1 expansion of its business extend the use of its trademark to goods not covered by  
2 its previous registration, where the result would be a likelihood of confusion  
3 caused by similarity of that mark to a mark already registered by a prior user for  
4 the same or similar goods. *Natural Footwear, Ltd. v. Hart, Schaffner & Marx*, 760  
5 F.2d 1383, 1396 (3rd Cir. 1985).

6 Additionally, the public has an interest in 1) not being deceived about  
7 plaintiffs' goods available in the marketplace, and 2) receiving accurate  
8 information about plaintiffs' products available for purchase. Plaintiffs fail  
9 miserably here by claiming their product is a Class 3 cosmetic (*Dkt. 98-1, no. 11,*  
10 *12*), false patent claims (*Dkt. 98-1, no. 53 and 55*), (*Dkt. 30-2, Exh. I and J*), false  
11 FDA approval claims (*Dkt. 98-1, no. 51 and 54*), and false claims of the cure for  
12 cancer (*Id. no. 60*). Plaintiffs clearly violate 18 U.S.C. § 2314, 18 U.S.C. § 1341,  
13 18 U.S.C. § 1343, 18 U.S.C. § 1962c and 1964c in the advertising and package  
14 labeling of the product under their mark (*Dkt. 98-1, no. 46-60*).

15 The public also has an interest in not allowing individuals to create  
16 monopolies or other barriers to competition by improperly using trademark law to  
17 remove words, symbols, or product features from general use. (*Frey, supra* note  
18 10, at 1282-83 (Summer, 1997)). Plaintiffs' 15ml bottle size and bottle shape is  
19 NOT "distinctive," and NOT designed by Rena as plaintiffs claim (*Dkt. 1 and Dkt.*  
20 *106 FAA 2:15-17, 14:20-24, 15:16, 18:9, 24:26, 25:14*). The bottle size and shape  
21 are generic, designed by one manufacturer, available from several manufacturers  
22 (*Dkt. 98-1, no. 23, 24*), patented buy one of those manufacturers (*Id., no. 22*), and  
23 may be purchased by anyone (*Id., no. 25*). Bottlemate, Inc. is plaintiffs' bottle  
24 supplier. (*Dkt. 1 and Dkt. 106 FAA 15:1-12*). Plaintiffs' production in their  
25 complaint of Bottlemate's generic fabrication drawing used to construct the  
26 injection mold does not provide plaintiffs exclusivity of the bottle's design.  
27 Bottlemate, Inc., first established in Taiwan in 1982, was started by former  
28 employees of Pin Mao Plastic Industry Co., Ltd., defendants' supplier of the 15ml  
"torpedo" shaped, Pin Mao patented bottle (*Dkt. 98-1, no. 22, 23*).

1  
2  
3 **TWELFTH AFFIRMATIVE DEFENSE**

4 **(First Sale Doctrine)**

5  
6 The claims made in the Complaint are barred, in whole or in part, by the first  
7 sale doctrine. Defendants sold their product before Plaintiffs, and therefore  
8 Plaintiffs are barred from bringing suit. (*Dkt. 98-1, no. 2, 4, Dkt. 99, Dkt. 100*).

9 **THIRTEENTH AFFIRMATIVE DEFENSE**

10  
11 **(Non-Infringement)**

12  
13 Defendants' registered mark 4002069, "New! ARëna Life Activation Energy  
14 Serum" is classified and is used as a Class 3 cosmetic. (*Dkt. 98-1, no. 8*). Whereas  
15 plaintiff's registered mark 3332867 "RENA BIOTECHNOLOGY" classified as a  
16 Class 5 dietary supplement (*Id., no. 7*) is used, and its product is sold as a Class 3  
17 cosmetic (*Id., no. 11, 12*). Under common law principles, ownership of a mark is  
18 appurtenant to areas of actual commercial use. *Tally-Ho, Inc. v. Coast Community*  
19 *College Dist.*, 889 F. 2d 1018, 1023 (11th Cir. 1989). This confines ownership of a  
20 mark both geographically and by product or service. *Id.* Ownership through  
21 registration is nationwide in effect, but still limited by the fields of use for which  
22 the mark is registered. A registrant cannot by normal expansion of its business  
23 extend the use of its trademark to goods not covered by its previous registration,  
24 where the result would be a likelihood of confusion caused by similarity of that  
25 mark to a mark already registered by a prior user for the same or similar goods.  
26 *Natural Footwear, Ltd. v. Hart, Schaffner & Marx*, 760 F.2d 1383, 1396 (3rd Cir.  
27 1985).

28 Defendants have not infringed on any applicable trademarks under federal or  
state law.

1 **FOURTEENTH AFFIRMATIVE DEFENSE**

2 **(No Causation)**

3  
4 Plaintiffs recruit more than 90% of the participants in their pyramid scheme  
5 from the public in mainland China. Plaintiffs overestimated the naiveté of the  
6 targeted segments of what they perceived to be an “unsophisticated populace.”  
7 When these potential customers discovered, comprehended and understood  
8 Plaintiffs’ fraudulent product claims and unlawful business conduct, they outright  
9 rejected any subsequent dealings with Plaintiffs, their product and their pyramid  
10 scheme. (*Dkt. 98-1, no. 38, 39, 69, 71*). Plaintiffs then issued subsequent reprisals  
11 (*Id., no. 38-44, 71, 72*). As a direct consequence, Plaintiffs’ sales dropped  
12 precipitously in 2010 (*Dkt 1 and 106, ¶ 4*). Plaintiffs’ subsequently filed a  
13 complaint against Defendants, one of their competitors, in August 2012 in an  
14 attempt to restore their lost income. Plaintiffs own actions of fraud and unlawful  
15 conduct are the direct cause of their losses.

16 Plaintiffs’ claims against Defendants are barred because Plaintiff’s alleged  
17 damages, if any, were not caused by Defendants Lin and Sis-Joyce.

18 **FIFTEENTH AFFIRMATIVE DEFENSE**

19 **(No Damage)**

20  
21  
22 Without admitting that the Complaint states a claim, there has been no  
23 damage in any amount, manner or at all by reason of any act alleged against  
24 Defendant in the Complaint, and the relief prayed for in the Complaint therefore  
25 cannot be granted. Plaintiffs’ claims are barred, in whole or in part, because they  
26 suffered no damages from the acts and conduct of which they complain. Plaintiffs  
27 own actions and conduct (*Dkt. 98-1, no. 51, 53-55, 60*) are the direct cause of their  
28 “astronomical drop in sales” when members of the public discovered,

1 comprehended, and understood the intensity of plaintiff's fraud and unlawful  
2 conduct and refused further dealings with plaintiffs. (*Dkt. 1 and 106, ¶ 4, Dkt. 98-1*  
3 *no. 69, 71, 72*).

4  
5 **SIXTEENTH AFFIRMATIVE DEFENSE**

6 **(First Amendment)**

7  
8 The claims made in the Complaint are barred, in whole or in part, by the  
9 First Amendment to the Constitution of the United States. Defendants have a right  
10 to express themselves in the sale of their product and Plaintiffs are infringing upon  
11 that right without good cause.

12 **SEVENTEENTH AFFIRMATIVE DEFENSE**

13  
14 **(Justification and Privilege)**

15  
16 The answering Defendants' actions respecting the subject matters in the  
17 claims, and each of them, were undertaken in good faith with the absence of  
18 malicious intent to injure Plaintiffs and constitute lawful, proper, and justified  
19 means to further its purpose of engaging and continuing its business. By reason  
20 thereof, Plaintiffs are barred, in whole or in part, from recovery on the alleged  
21 claims in the Complaint.

22 Defendants were justified and privileged (1) when they properly sold their  
23 product under their mark, 4002069, in the Class 3 category of cosmetics for which  
24 it was so classified (*Dkt. 98-1, no. 8, Dkt. 30-2, p. 23.*); and (2) when they  
25 established prior use dating back to the years 1999 and 2000. (*Id. No. 2, 4, Dkt. 97-2*  
26 *and 97-3*).

27 The conduct of the Defendant, done in bona fide exercise of their own rights,  
28 was justified and privileged under the circumstances barring any recovery against  
Defendant.

1  
2  
3 **EIGHTEENTH AFFIRMATIVE DEFENSE**

4 **(Lack of Capacity to Sue)**

5  
6 The alleged claims by one or more Plaintiffs are barred, in whole or in part,  
7 by Plaintiffs' lack of capacity to sue. American Rena has failed to pay its taxes and  
8 is not in compliance with state and federal statutes. Plaintiffs have an unpaid tax  
9 liability on unreported sales of greater than \$100 million. Plaintiff American  
10 Rena Corporation, incorporated in the State of California, must first correct its  
11 defect to gain access to the courts for litigation. (Rev. & Tax. Code, 23301;  
12 *Community Elec. Service v. National Elec. Contr.* (9th Cir. 1989) 869 F.2d 1235,  
13 1239.) Additionally, when a "tax evasion motive" plays any part in certain  
14 conduct, then an affirmative willful attempt to evade taxes may be inferred from  
15 that conduct (*US v. Klausner*, 80 F.3d 55, 63 (2d Cir. 1996)(quoting *Spies v. US*,  
16 317 U.S. 492 (1943)).

17  
18 **NINETEENTH AFFIRMATIVE DEFENSE**

19  
20 **(Proximate Cause)**

21 Plaintiffs' alleged claims are barred, in whole or in part, because the  
22 answering Defendants did not proximately cause any of the violations, losses,  
23 damages, injuries, or harms alleged in the Complaint. Plaintiffs' investigations  
24 have determined that Defendants Lin and Sis-Joyce did not have knowledge of,  
25 own, contribute to, or received financial gain from Defendant Simone's websites.

26 Plaintiffs' loss of business was proximately caused by their clients'  
27 discovery of Plaintiffs' fraudulent and unlawful business practices, including, but  
28 are not limited to, the following:

1 A. Customs violations (*Dkt.* 98-1, no. 70), tax evasion (*Id.* no. 63,  
2 65, 66, 67, 68, 70, and 71)

3 B. Money laundering (*Id.* no. 66);

4 C. False product patent claims (*Id.* no. 53 and 55), (*DOC* 30-2, *Exh.*  
5 *I and J*);

6 D. False product FDA approval claims (*Exhibit* 003 (*DOC* 98-1), no.  
7 51 and 54);

8 E. Fraudulent celebrity endorsements (*Exhibit* 003 (*DOC* 98-1), no.  
9 59), (*DOC* 30-2, *Exh.* K);

10 F. Libelous paid advertisements in newspapers (*Exhibit* 003 (*DOC*  
11 98-1), 74), (*DOC* 30-2, *Exh.* I and J), (*DOC* 100-1, pp. 25-26)

12 Plaintiffs' customers, outraged with disgust and contempt after discovering  
13 plaintiffs' unlawful and fraudulent conduct, ceased their dealings with plaintiffs,  
14 causing Plaintiffs to lose business. (*Id.* no. 38-44, 71, 72).

15 **TWENTIETH AFFIRMATIVE DEFENSE**

16  
17 **(Fraud/Illegality)**

18  
19 Plaintiffs' alleged claims are barred, in whole or in part, because Plaintiff's  
20 alleged claims are based on or arise from fraudulent deceptive trade practices that  
21 include, but are not limited to, customs violations, money laundering, false product  
22 patent claims, false product FDA approval claims, fraudulent celebrity  
23 endorsements, and libelous paid advertisements in newspapers (as cited to above).  
24 Each of these violate 18 U.S.C. §1341, 18 U.S.C. §1343, 18 U.S.C. §1956/1957, 18  
25 U.S.C. §1962, 26 U.S.C. §7201-7207, 31 U.S.C. 5314-5315, and California Penal  
26 Code §327.

27 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

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23

**(No Punitive Damages)**

Defendants allege that no punitive or exemplary damages should be awarded arising out of the claims made in the Complaint under the law of the United States and California because: (i) an award of punitive or exemplary damages would be unconstitutional under the United States and California Constitutions; specifically, the First Amendment to the United States Constitution and Article I, Section 2 of the California Constitution; (ii) any recovery of punitive or exemplary damages arising out of the claims made in the Complaint would constitute the imposition of a criminal fine or penalty without the substantive or procedural safeguards guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution and by Article I, Section 7 of the California Constitution; (iii) the imposition of any punitive or exemplary damages in this lawsuit would constitute an excessive fine or penalty under Article I, Section 17 of the California Constitution; (iv) any such award is precluded or limited pursuant to Section 3294 of the California Civil Code or the United States Constitution and the due process clause; and (v) punitive damages would violate the United States and California Constitutions and common law because such an award is based from procedures that are vague, open-ended unbound in discretion, arbitrary and without sufficient constraints or protection against arbitrary and excessive awards.

24  
25  
26  
27  
28

**ADDITIONAL DEFENSES**

Defendants reserve the right to assert additional defenses based on information learned or obtained during discovery.

**III. COUNTERCLAIMS**

1 Defendants Lin and Sis-Joyce, for their counterclaims against American  
2 Rena International Corporation (hereinafter “Rena”), WanZhu “Kathryn” Li  
3 (hereinafter “Li”) and Robert M. Milliken (hereinafter “Milliken”), collectively  
4 referred to as Counter-defendants, hereby allege as follows:

5  
6 **PARTIES**

- 7 1. Rena is, and at all times mentioned herein was, a corporation residing and  
8 doing business in the State of California.  
9 2. Li is, and at all times mentioned herein was, residing and doing business in  
10 the State of California.  
11 3. Milliken is, and at all times mentioned herein was, residing and doing  
12 business in the State of California.  
13 4. Sis-Joyce is, and at all times mentioned herein was, residing and doing  
14 business in the State of California.  
15 5. Lin is, and at all times mentioned herein was, residing and doing business in  
16 the State of California.  
17 6. On August 13, 2012, Li, Milliken and Rena filed their original Complaint  
18 against Sis-Joyce, Lin, et al, in the United States District Court, Central  
19 District of California.  
20 7. On March 27, 2013, Li Milliken and Rena filed their First Amended  
21 Complaint against Sis-Joyce, Lin, et al, in the United States District Court,  
22 Central District of California.

23  
24 **JURISDICTION AND VENUE**

- 25 8. This Court has subject matter jurisdiction over Lin and Sis-Joyce’s  
26 counterclaims pursuant to 15 U.S.C. §1119, §1125 and 28 U.S.C. §1331,  
27 §1338(a) and §2201.  
28

1 9. Personal jurisdiction over Plaintiffs is proper because Plaintiffs are and were  
2 residing doing business in the State of California.

3 10. Although the best venue lies in the U.S. District Court for the District of  
4 Northern California, venue would be alternatively proper in this judicial  
5 district.

6 **ALLEGATIONS**  
7

8 11. Before Sis-Joyce was incorporated, Lin was doing business as sole  
9 proprietor, selling various products including body and beauty care  
10 cosmetics. Lin and Sis-Joyce started using and sold products with the mark  
11 ARëna in 1999. After Sis-Joyce was incorporated on October 21 of 2010, it  
12 was authorized by Lin to use the mark ARëna for body and beauty care  
13 cosmetics exclusively.

14 12. Lin filed an application for registering the mark ARëna under International  
15 Class (IC) 003 with US Patent and Trademark Office (USPTO) on  
16 December 9, 2010 and the application for registration was approved on July  
17 26, 2011 with a Registration No. 4002069. As shown in EXHIBIT A, the  
18 print-out of the USPTO registration information for the mark, the mark is  
19 used to the Goods and Services of "body and beauty care cosmetics". The  
20 color(s) purple is/are claimed as a feature of the mark. The mark consists of  
21 the words "NEW!", "ARëNA" and "ACTIVATION ENERGY SERUM" in  
22 purple stylized font and a purple oval surrounding the word "NEW!".  
23 However, "NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE  
24 "NEW!" AND "ACTIVATION ENERGY SERUM" APART FROM THE  
25 MARK AS SHOWN."

26 13. Li filed an application for registering a standard character mark RENA  
27 BIOTECHNOLOGY under IC 005 with USPTO on September 5, 2006 and  
28 the application for registration was approved on November 6, 2007 with a

1 Registration No. 3332867. As shown in EXHIBIT B, the print-out of the  
2 USPTO registration information for the mark, the mark is used to the Goods  
3 and Services of “dietary and nutritional supplements, etc.” No claim is made  
4 to the exclusive right to use “biotechnology” apart from the mark as shown.

5 14. As owner of the federally registered trademark ARëna Activation Energy  
6 Serum, Lin authorized Sis-Joyce the exclusive right to use the mark on its  
7 products. Rena’s use of the mark RENA BIOTECHNOLOGY (Registration  
8 No. 3332867) on directly competing body and beauty care cosmetics  
9 products is likely to cause confusion, cause mistake, or deceive consumers  
10 as to the affiliation, connection or association of Rena and its products with  
11 those of Sis-Joyce, and is likely to cause confusion, cause mistake or deceive  
12 consumers as to the origin, sponsorship or approval by Sis-Joyce of Rena’s  
13 products. Rena’ use of the RENA BIOTECHNOLOGY trademark  
14 (Registration No. 3332867) along with products such as Activation Energy  
15 Serum has infringed and is infringing Lin’s ARëna Activation Energy Serum  
16 trademark.

17 15. On information and belief, Counter-defendants closed their business  
18 operations in the United States for almost two years from approximately  
19 September 29, 2010 to July 12, 2012. During that period, Li’s RENA  
20 BIOTECHNOLOGY trademark (Registration No. 3332867) was not in use  
21 in commerce.

22 16. On information and belief, Counter-defendants have made a deliberate  
23 attempt in eliminating one of its competitors, Sis-Joyce, through a  
24 calculated, false and malicious attempt in harming Sis-Joyce’s integrity,  
25 business and reputation. On September 8, 2012 and September 15, 2012,  
26 Counter-defendants published a whole page paid advertisements in the  
27 World Journal Chinese Newspaper maliciously accusing Sis-Joyce and its  
28 product, ARëna Activation Energy Serum, of counterfeit, infringement,  
fraud and other wrong-doings.

1 17. On information and belief, On September 9, 2012 and September 11, 2012,  
2 Rena released further public announcements on their website in furthering  
3 their deliberate attempt in harming Sis-Joyce and Lin's integrity, business  
4 and reputation. By announcing to the public that Sis-Joyce and Lin have  
5 operated their business on an alleged fraudulent basis, Counter- defendants  
6 have caused harm to the Counter-claimants.

7 18. On information and belief, Counter-defendants have made it recklessly  
8 —known-to-consumers and the public that Sis-Joyce and its products are based  
9 on counterfeit, infringement, fraud and other wrongdoings. Through the  
10 newspaper advertisement and Rena's website announcements, Counter-  
11 defendants have made false, malicious, libelous, defamatory statements  
12 against Sis-Joyce and Lin in a public domain. Counter-defendants' actions  
13 have deliberately ccaused Counter-claimants harm.

14 19. On information and belief, Counter-defendants' business is operated based  
15 on a fraudulent and illegal pyramid scheme. They set-up and operate an  
16 endless chain scheme. They recruit agents to distribute their fraudulent  
17 products to the underground channels in Mainland China. To be recruited, a  
18 participant has to pay a valuable consideration for the chance to receive  
19 compensation for introducing one or more additional persons into  
20 participation in the scheme. Counter-defendants' products are not available  
21 in the market place. Only recruited agent or participant, who has a unique  
22 user name and password, can access to his or her account associated with  
23 Counter-defendants' system via their website and make purchase order.

24 20. Rena continuously makes fraudulent advertisements. For example, Rena  
25 announced that its products were developed by its seventy-five (75) doctors  
26 and scientists. In fact, the products was developed by and purchased from  
27 an independent supplier in Mainland China and was packed in the United  
28 States.

1 21. Rena claims that its products are approved by the United States of America  
2 Food and Drug Administration (FDA) on the products itself. In fact, Rena's  
3 products are not FDA approved and Counter-defendants have made a  
4 deliberate attempt to deceive and defraud the public and the consumers.

5 22. Rena further claims to the public consumers that its products are patented,  
6 which is flatly false. Counter-defendants have made a deliberate attempt to  
7 deceive and defraud the public and consumers.

8 23. Rena has made public claims that its products will aid "in the treatment of  
9 all kinds of cancers, AIDS, heart disease, diabetes..." Counter-defendants  
10 have made a deliberate attempt to deceive and defraud the public and  
11 consumers.

12 24. Rena claims that its products are endorsed by celebrities like Arnold  
13 Schwarzenegger, when in fact, he did not. Instead, Counter-defendants have  
14 a continued pattern of making deceitful, false and fraudulent statements to  
15 the public and consumers.

16 25. On information and belief, Counter-defendants' have engaged in deliberate,  
17 fraudulent and illegal business practices in providing a Green Card "prize"  
18 in obtaining United States Permanent Residency for the customer and their  
19 family after a customer/member achieves certain sales and recruitment goals.  
20 Counter-defendants further provide instructions to its "Green Card prize  
21 winners" to obtain welfare, housing and other government subsidies at  
22 taxpayers' expenses. Counter-defendants' deliberate actions have violated  
23 Federal laws.

24 26. On information and belief, Counter-defendants have committed financial  
25 crimes, willful concealment, money laundering, underreporting and non-  
26 reporting of sales and revenues. In Counter-defendants' Complaint, they  
27 claimed that they have nearly 100,000 sales agents worldwide (p. 26, ¶5). In  
28 the actual practice of a multi-level marketing pyramid scheme, a member is,  
in fact, a count of a completed sale and is defined as one who has purchased

1 and paid for one (1) order valued at between \$1,900 to \$5,900. Each  
2 completed sale, or order, is assigned a sequential “member” identification  
3 number. The equivalence of 100,000 “sales” equals to the completed sale of  
4 nearly 100,000 orders valued at between \$190 million to \$590 million in  
5 revenue.

6 27. On information and belief, Plaintiffs’ Complaint claims that its revenue is  
7 up to \$30 million for 2010 and \$2.5 million per month for parts of 2011.  
8 There is a huge discrepancy in the difference between the 100,000  
9 completed sales that agents have generated of hundreds of millions of dollars  
10 to the tens of millions of dollars in sales that is claimed in the Counter-  
11 defendants’ Complaint. Instead, the Counter-defendants have deleted, en  
12 masse, records of completed sales in their database. The result of deleting  
13 sales transactions equals to hundreds of millions of dollars of unreported  
14 revenue in order to evade domestic and foreign government taxes and duties.

15 28. On information and belief, Counter-defendants have deliberately concealed  
16 sales revenues of U.S. shipments to a company in China to willfully and  
17 illegally avoid state and federal taxes. In the process of this conduct,  
18 Counter-defendants have provided misrepresentations and false information  
19 to several domestic and foreign tax and customs agencies.

20 29. On information and belief, Counter-defendants have deliberately provided  
21 false information to the People’s Republic of China’s General  
22 Administration of Customs and the State Administration of Taxation. Li in  
23 particular, is currently a fugitive from justice in China. Counter-defendants  
24 Li and Rena are currently under investigation for criminal activities by the  
25 People’s Republic of China’s General Administration of Customs and the  
26 State Administration of Taxation.

27 30. On information and belief, Counter-defendants have willfully and illegally  
28 concealed and laundered money to their Chinese company called SH  
(Shanghai) Jingyun Info Ltd. For instance, when American agents purchase

1 products from Rena, payments are made directly to SH Jingyun Info Ltd. in  
2 China, where agents are forced to pay currency exchange fees.

3  
4 **COUNTERCLAIM ONE**

5 **(Federal Trademark Infringement)**

6 **(By Counter-claimants against Rena and Li)**

7 31. Counter-claimants incorporate and re-allege paragraphs 1-30 of the  
8 Counterclaims.

9 32. Counter-claimants have exclusive rights to the federally registered “ARëna  
10 Activation Energy Serum” trademark (Registration No. 4002069) on IC 003  
11 products, i.e., “body and beauty care cosmetics”.

12 33. Although the “RENA BIOTECHNOLOGY” mark (Registration No.  
13 3332867) was registered for IC 005 products, Counter-defendants used the  
14 “RENA BIOTECHNOLOGY” mark (Registration No. 3332867) on IC 003  
15 products, i.e., “body and beauty care cosmetics”.

16 34. Counter-defendants knew that Counter-claimants were using the ARëna  
17 Activation Energy Serum mark (Registration No. 4002069) on IC 003  
18 products, i.e., “body and beauty care cosmetics”.

19 35. Due to the similarity between RENA and ARëna, Counter-defendants’ use  
20 of “RENA BIOTECHNOLOGY” (Registration No. 3332867) on IC 003  
21 products, i.e., “body and beauty care cosmetics” has caused confusion and  
22 thus infringed and is infringing Counter-claimants’ trademark rights in the  
23 ARëna Activation Energy Serum mark (Registration No. 4002069).

24 36. Counter-defendants’ intentional and willful infringement has caused  
25 significant harms to Counter-claimants.

26 37. As a direct result of Counter-defendants’ actions, Counter-claimants  
27 demands judgment against Counter-defendants in an amount deemed by this  
28 Court to be just and fair and in any other way in which the Court deems  
appropriate.

**COUNTERCLAIM TWO**

**(Common Law Trademark Infringement)**

**(By Counter-claimants against Rena and Li)**

38. Counter-claimants incorporate and re-allege paragraphs 1-37 of the Counterclaims.

39. Counter-claimant Lin had used ARëna as a word mark before American Rena International Corp. was established.

40. Within the market of body and beauty care cosmetics, Lin's use of ARëna has gained substantial goodwill and secondary meaning.

41. Due to the similarity between the words RENA and ARëna, Counter-defendants' use of "RENA BIOTECHNOLOGY" (Registration No. 3332867) on IC 003 products, i.e., "body and beauty care cosmetics" has infringed Counter-claimants' common law rights in the word mark of ARëna.

42. As a direct result of Counter-defendants' actions, Counter-claimants demands judgment against Counter-defendants in an amount deemed by this Court to be just and fair and in any other way in which the Court deems appropriate.

**COUNTERCLAIM THREE**

**(Declaratory Judgment of Non-Infringement)**

**(By Counter-claimants against Rena and Li)**

43. Counter-claimants incorporate and re-allege paragraphs 1-42 of the Counterclaims.

44. An actual and justiciable controversy has arisen and now exists between Counter-claimants, on the one hand, and Counter-defendants Li and Rena, on the other hand, concerning their respective rights and duties with respect to (i) Lin's trademark (Registration No. 3332867), and (ii) Li's trademark (Registration No. 4002069).

1 45. A judicial determination is necessary and appropriate at this time under the  
2 circumstances in order that Counter-claimants may ascertain their rights and  
3 duties with respect to the word RENA and ARëna.

4 46. Counter-defendants cannot preclude Counter-claimants from using ARëna  
5 on IC 003 products.

6 47. Because Counter-defendants' mark RENA BIOTECHNOLOGY  
7 (Registration No. 3332867) is for IC 005 products, i.e. "dietary and  
8 nutritional supplements, etc.", Counter-claimants' mark ARëna  
9 (Registration No. 4002069) is for IC 003 products, i.e., "body and beauty  
10 care cosmetics," Counter-claimants' use of their mark on IC products does  
11 not infringe Counter-defendants' mark at all.

12 48. Counter-claimants have not and do not infringe any valid trademark rights  
13 that Li and Rena may have in the word RENA. Sis-Joyce's use of the word  
14 ARëna is not likely to cause confusion, to cause mistake, or to deceive the  
15 consuming public as to source of origin, source, or affiliation.

16 49. Pursuant to 15 U.S.C. §1117(a), Counter-claimants are entitled to an award  
17 of its attorneys' fees incurred in litigating this declaratory judgment claim  
18 because Plaintiffs' infringement claims are groundless and contrary to  
19 settled law, thereby establishing that this is an exceptional case for purpose  
20 of awarding attorneys' fees.

21  
22 **COUNTERCLAIM FOUR**

23 **(Trademark Cancellation)**

24 **(By Counter-claimant Lin against Rena and Li)**

25 50. Counter-claimants incorporate and re-allege paragraphs 1-49 of the  
26 Counterclaims.

27 51. Counter-claimants have exclusive rights to the federally registered ARëna  
28 Activation Energy Serum mark (Registration No. 4002069) on IC 003  
products, i.e., "body and beauty care cosmetics".

1 52. Although the “RENA BIOTECHNOLOGY” mark (Registration No.  
2 3332867) was registered for IC 005 products, Counter-defendants used the  
3 “RENA BIOTECHNOLOGY” mark (Registration No. 3332867) on IC 003  
4 products, i.e., “body and beauty care cosmetics”.

5 53. Counter-defendants knew that Counter-claimants were using the ARëna  
6 Activation Energy Serum mark (Registration No. 4002069) on IC 003  
7 products, i.e., “body and beauty care cosmetics”.

8 54. Due to the similarity between RENA and ARëna, Counter-defendants’ use  
9 of “RENA BIOTECHNOLOGY” (Registration No. 3332867) on IC 003  
10 products, i.e., “body and beauty care cosmetics” has caused confusion and  
11 thus infringed and is infringing Counter-claimants’ trademark rights in the  
12 ARëna Activation Energy Serum mark (Registration No. 4002069).

13 55. Counter-defendants’ intentional and willful infringement has caused  
14 significant harms to Counter-claimants.

15 56. Counter-claimants are, accordingly, entitled to an order directing that  
16 Counter-defendants’ infringing marks be cancelled.

17  
18 **COUNTERCLAIM FIVE**

19 **(Federal Unfair Competition under a Violation of the Lanham Act, § 43(A))**

20 **(By Counter-claimants against all Counter-defendants)**

21 57. Counter-claimants incorporate and re-allege paragraphs 1-56 of the  
22 Counterclaims.

23 58. Counter-Claimants’ use of the mark “RENA” to promote, market, or sell  
24 “body and beauty care cosmetics” in direct competition with SIS-JOYCE’s  
25 “body and beauty care cosmetics” products constitutes Unfair Competition  
26 pursuant to 15 U.S.C. § 1125(a).

27 59. Counter-Claimants’ use of the RENA mark is likely to cause confusion,  
28 mistake, and deception among consumers. Counter-defendants’ unfair  
competition has caused and will continue to cause damage to Counter-

1 claimants, and is causing irreparable harm to SIS\_JOYCE for which there is  
2 no adequate remedy at law.

3 60. As a direct result of Counter-defendants' actions, Sis-Joyce demands  
4 judgment against Counter-defendants in an amount deemed by this Court to  
5 be just and fair and in any other way in which the Court deems appropriate.  
6

## 7 COUNTERCLAIM SIX

### 8 (Trade Libel)

#### 9 (By Counter-claimant Sis-Joyce against all Counter-defendants)

10 61. Counter-claimants incorporate and re-allege paragraphs 1-60 of the  
11 Counterclaims.

12 62. Counter-defendants have made public statements through a whole page,  
13 paid, newspaper article as well as Rena's website notices regarding Counter-  
14 claimants. The paid advertisements and online notices include many  
15 derogatory statements that affect the marketability of Sis-Joyce's goods and  
16 services.

17 63. Counter-defendants intended the publication of the paid advertisements and  
18 website notices to cause pecuniary loss or reasonably should recognize that  
19 the publication will result in pecuniary loss of Sis-Joyce.

20 64. As a direct and proximate result of Counter-defendants' derogatory  
21 statements, Sis-Joyce has suffered pecuniary loss. Sis-Joyce's loss is at least  
22 \$10,000, which to be determined according to the proof at the time of trial.

23 65. Counter-defendants knew that such statements were false, inaccurate,  
24 misleading and deceptive and acted with reckless disregard of the truth.

25 66. Sis-Joyce demands judgment against Counter-defendants in an amount  
26 deemed by this Court to be just and fair and in any other way in which the  
27 Court deems appropriate.  
28

**COUNTERCLAIM SEVEN**

**(California Statutory Unfair Competition)**

**(By Counter-claimant Sis-Joyce against all Counter-defendants)**

67. Counter-claimants incorporate and re-allege paragraphs 1-66 of the Counterclaims.

68. Counter-defendants' conducts described herein constitute fraudulent and unlawful business practices as defined by California Business & Profession Code § 17200 et seq.

69. Counter-defendants have been operating an unlawful and fraudulent pyramid scheme and have engaged in an unfair and deceptive trade practice. One example of unfair and deceptive trade practice is the publication of the whole page, paid, newspaper advertisements, published on Rena's website.

70. Counter-defendants' unfair and deceptive trade practice occurred in the course of their business and occupation.

71. Counter-defendants' unfair and deceptive trade practice significantly impacts the public as actual or potential consumers of the Counter-defendants' goods and services.

72. Sis-Joyce suffered injury in fact to a legally protected interest.

73. Counter-defendants' unfair and deceptive trade practice caused Sis-Joyce's injury.

74. As a direct result of Counter-defendants' actions, Sis-Joyce demands judgment against Counter-defendants in an amount deemed by this Court to be just and fair and in any other way in which the Court deems appropriate.

**COUNTERCLAIM EIGHT**

**(Common Law Unfair Competition)**

**(By Counter-claimant Sis-Joyce against all Counter-defendants)**

75. Counter-claimants incorporate and re-allege paragraphs 1-74 of the Counterclaims.

1 76. Sis-Joyce's products have a firm holding within the body and beauty care  
2 cosmetic market. Consumers and sales representatives have a thorough  
3 under and knowledge that Sis-Joyce's products are associated with and  
4 originated from Sis-Joyce.

5 77. Counter-defendants' recent and similar products, using a trademark  
6 registered under IC 005 products, i.e., dietary and nutritional supplements,  
7 have competed unfairly with Sis-Joyce's products and have caused damage  
8 to Sis-Joyce.

9 78. As a direct result of Counter-defendants' actions, Sis-Joyce is entitled to an  
10 award of its actual damages according to proof at the time of trial.

## 11 COUNTERCLAIM NINE

### 12 (Racketeer Influenced and Corrupt Organizations (RICO) Act Violation)

#### 13 (By Counter-claimant Sis-Joyce against all Counter-defendants)

14 79. Counter-claimants incorporate and re-allege paragraphs 1-78 of the  
15 Counterclaims.

16 80. Since the inception of Rena, Counter-defendants have been operating a  
17 deceptive international endless chain scheme through a pattern of  
18 racketeering activities. They recruit agents to distribute their fraudulent  
19 products to the underground channels in China. To be recruited, a participant  
20 has to pay a valuable consideration for the chance to receive compensation  
21 for introducing one or more additional persons into participation in the  
22 scheme. The payments by the participants in the United States were directly  
23 sent to SH (Shanghai) Jingyun Info Ltd., a company in Mainland China.  
24 (*Dkt. 98-1, no.'s 65-68*). This practice violates 18 USC §1341, 18 USC  
25 §1343, 18 USC §1956-1957, 18 USC §1962, 26 USC §7201-7207, 31 USC  
26 §5314-5315, and California Penal Code §327.  
27

1 81. Sis-Joyce has been injured in its business as a direct and proximate result of  
2 Counter-defendants' practices. Sis-Joyce's loss is at least \$10,000, which is  
3 to be determined according to proof at the time of trial.

4 82. As a direct result of Counter-defendants' actions, Sis-Joyce demands  
5 judgment against Counter-defendants in an amount deemed by this Court to  
6 be just and fair and in any other way in which the Court deems appropriate,  
7 including the relief according to 18 USC §1964.

8  
9 **COUNTERCLAIM TEN**

10 **(Conspiracy to Violate the Racketeer Influenced and Corrupt Organizations**  
11 **(RICO) Act)**

12 **(By Counter-claimant Sis-Joyce against all Counter-defendants)**

13 83. Counter-claimants incorporate and re-allege paragraphs 1-82 of the  
14 Counterclaims.

15 84. Since the inception of Rena, Counter-defendants have been conspiring in  
16 setting up and operating a deceptive, international and endless chain scheme  
17 through a pattern of racketeering activities. They recruit agents to distribute  
18 their fraudulent products to the underground channels in China. To be  
19 recruited, a participant has to pay a valuable consideration for the chance to  
20 receive compensation for introducing one or more additional persons into  
21 participation in the scheme. The payments by the participants in the United  
22 States were directly sent to SH (Shanghai) Jingyun Info Ltd., their company  
23 in Mainland China. (*Dkt. 98-1, no.'s 65-68*). Counter-defendants  
24 knowingly, willfully, and unlawfully conspired, combined, confederated and  
25 agreed together to violate 18 USC §1341, 18 USC §1343, 18 USC §1956-  
26 1957, 18 USC §1962, 26 USC §7201-7207, 31 USC §5314-5315, and  
27 California Penal Code §327.

1 85. Sis-Joyce has been injured in its business as a direct and proximate result of  
2 Counter- defendants' conspiracy. Sis-Joyce's loss is at least \$10,000, which  
3 to be determined according to the proof at the time of trial.

4 86. As a direct result of Counter-defendants' actions, Sis-Joyce demands  
5 judgment against Counter-defendants in an amount deemed by this Court to  
6 be just and fair and in any other way in which the Court deems appropriate,  
7 including relief under 18 USC §1964.

8  
9 **COUNTERCLAIM ELEVEN**

10 **(Fraud)**

11 **(By Counter-claimant Lin against all Counter-defendants)**

12 87. Counter-claimant Lin incorporates and re-alleges paragraphs 1-86 of the  
13 Counterclaims.

14 88. Counter-defendants have intentionally and willfully and with intent to  
15 defraud agents, buyers and consumers, including Lin, through made up and  
16 published sham facts.

17 89. Counter-defendants also intentionally and wrongfully represented *inter alia*,  
18 as follows: that Rena has existed and has been licensed in America for  
19 approximately 20 years; that Rena's Chief Executive Officer Milliken is a  
20 licensed doctor and scientist (*Dkt. 98-1, no. 48*); that Rena's products cure  
21 diseases, including but not limited to cancers, AIDS and diabetes, and/or that  
22 its products help treat the symptoms of each of these maladies (*Dkt. 98-, no.*  
23 *60, Dkt. 100-1, p. 16, 18*); that Rena has conducted ten (10) years of clinical  
24 testing of their products (*Dkt. 100-1, p. 32*); that previous California  
25 Governor Arnold Schwarzenegger has used their products (*Dkt. 98-1, no. 's*  
26 *53 and 55, Dkt. 100-1, pp. 7, 32*); that their product was developed by its 75  
27 doctors and scientists when, in fact, the complete product was developed by  
28 and purchased from an independent supplier in mainland China (*Dkt. 98-1,*  
*no. 's 46, 47, Dkt 100-1, p. 7, 32*); that their product is U.S. made and

1 fraudulently hide that fact that its product is developed and manufactured in  
2 China; that said Counter-defendants were properly licensed to carry on a  
3 multilevel marketing industry in California and the United States (*Dkt. 100-*  
4 *1, p.7*); and that all of its products are safe and FDA approved (*Dkt. 98-1,*  
5 *no.'s 51 and 54*); that its product is patented (*Dkt. 98-1, no.'s 53 and 55,*  
6 *Dkt. 30-2, Exh. I and J, Dkt. 100-1, p.5, 16*), and the like. Counter-  
7 defendants willfully and knowingly made false statements to an executive  
8 branch agency (*Dkt. 98-1, no.'s 63-70*), a violation of 18 U.S.C. § 1001.  
9 Counter-defendants generated and possessed false papers to defraud United  
10 States, a violation of 18 U.S.C. § 1002. Counter-defendants Li and Milliken  
11 were involved in a conspiracy and agreement to defraud the United States of  
12 money or property, a violation of *Id.* § 371 (Federal conspiracy statute).  
13 Counter-defendants' offenses were committed using the internet via their  
14 www.americanrena.com website, constituting wire fraud, a violation of 18  
15 U.S.C. § 1343. Counter-defendants' wire fraud also violated money  
16 laundering and racketeering (RICO) statutes.

17 90. The above described representations were material and in fact false. At the  
18 time the Counter-defendants published said misrepresentations they knew or  
19 should have known that the representations were false.

20 91. Counter-defendants made the false representations with the intent to defraud  
21 and induce Lin and others to rely upon them, and to act as set forth above.

22 92. Counter-defendants concealed material facts by not disclosing the falsity of  
23 the misrepresentations. Counter-defendants acted with scienter and intended  
24 to defraud and induce Lin and the public to act as set forth above.

25 93. The acts of Counter-defendants and each of them, as described above, were  
26 willful, wanton, malicious, fraudulent, oppressive and illegal and done for  
27 the purpose of injuring and damaging Lin; Lin therefore demands imposition  
28 of punitive and exemplary damages.

**COUNTERCLAIM TWELVE**

**(Defamation)**

**(By Counter-claimant Lin against all Counter-defendants)**

94. Counter-claimant Lin incorporates and re-alleges paragraphs 1-93 of the Counterclaims.

95. On September 8 and 15, 2012, Counter-defendants wrongfully published in writing via full page, paid advertisements in a newspaper publication concerning cross-Claimants to thousands of people, including hundreds of Cross-claimants' subscribers. In the paid advertisements published through the World Journal Chinese Newspaper, Counter-defendants deliberately expressed, explicit and implied, false representations against Lin, such as but limited to:

- A. Cross-claimants acted with criminal intent and performed criminal conduct; that Cross-claimants are criminals;
- B. Cross-claimants stole from Counter-defendants;
- C. Cross-claimants wrongfully distributed and sold unauthorized Rena's products;
- D. Cross-claimants performed unlawful acts;
- E. Cross-claimants wrongfully and deliberately attempted to engage in conduct for the purpose of undermining Lin's reputation.

96. Counter-defendants made further public announcements on their company's website on September 9, 2012 and September 11, 2012 in a deliberate attempt to cause further public defamation of Lin through deceitful and false statements.

97. Counter-defendants' public statements were made known to not only Cross-claimants' customers and other third parties, but to the masses.

98. The false representations were in writing and thus constitute libel.

99. Counter-defendants' statements imputed criminal conduct to Lin and negative qualities and injured Lin's reputation.

1 100. Counter-claimants also suffered direct loss of at least \$10,000,  
2 emotional distress and humiliation as well as embarrassment and other  
3 financial injury, also as a direct and proximate result of the libelous  
4 publications.

5  
6 **COUNTERCLAIM THIRTEEN**

7 **(Intentional Infliction of Emotional Distress)**

8 **(By Counter-claimant Lin against all Counter-defendants)**

9 101. Counter-Claimant Lin incorporates and re-alleges paragraphs 1-100  
10 of the Counterclaims.

11 102. The above described conduct of Counter-defendants was extreme and  
12 outrageous and proximately caused Lin injury including extreme emotional  
13 distress as above described and as hereinafter set forth.

14 103. Counter-defendants' acts were perpetrated with a deliberate and  
15 premeditated malicious, oppressive and fraudulent intent intended to cause  
16 Lin severe emotional distress, humiliation, embarrassment and financial  
17 injury.

18 104. Counter-defendants intended to harm and injury Lin and intended to  
19 and did cause her extreme distress.

20 105. Counter-claimants were accused through four public publications on  
21 September 8, 2012, September 9, 2012, September 11, 2012, and September  
22 15, 2012 that was wrongfully published by Counter-defendants to thousands  
23 of people, including hundreds of Counter-claimants' customers, of the above  
24 referenced false representations regarding Lin.

25 106. Counter-defendants' actions have thereby proximately caused Lin to  
26 suffer extreme embarrassment, humiliation and severe emotional damage  
27 and distress that has impacted her ability to function gainfully and caused  
28 financial hardship.

1 107. As a direct and proximate result of the wrongful publications of  
2 Counter-defendants, Lin has suffered severe financial hardship, emotional  
3 distress and embarrassment.

4 108. Counter-defendants are liable for general and special damages caused  
5 to and incurred by Lin for intentional infliction of emotional distress to her  
6 for injuries proximately caused to her according to proof at the time of trial.  
7 Lin is also entitled to punitive and exemplary damages according to proof.  
8

9 **COUNTERCLAIM FOURTEEN**

10 **(Tortious Interference with Prospective Contractual Advantage)**

11 **(By Counter-claimants against all Counter-defendants)**

12 109. Counter-claimants incorporate and re-allege paragraphs 1-108 of the  
13 Counterclaims.

14 110. Through Counter-defendants' deliberate attempt to eliminate Counter-  
15 claimants as one of its competitors, Counter-defendants made calculated and  
16 false publications to harm Counter-claimants.

17 111. Counter-defendants' interference with Cross-claimants by  
18 intentionally and wrongfully inducing Cross-claimants customers and  
19 potential clientele to cease further business with Counter-claimants. The  
20 interference is the proximate cause of Cross-claimants' direct loss of at least  
21 \$10,000 and other financial losses that interrupted and terminated Cross-  
22 claimants' contractual relationships with its established customers to  
23 potential clientele, thereby damaging Cross-claimants according to proof at  
24 the time of the trial.

25 112. Counter-defendants published deliberate misrepresentations as to  
26 Cross-claimants' character, integrity, honesty and performance that were  
27 perpetrated for the premeditated and precise purpose of interrupting and  
28 severing Cross-claimants' contractual relationships with its established

1 customers, inducing them to breach their contractual promises to Cross-  
2 claimants.

3 113. The conduct by Counter-defendants has caused Cross-claimants  
4 severe emotional distress and irreparable harm to their reputation in addition  
5 to financial, monetary and pecuniary damages.

6  
7 **COUNTERCLAIM FIFTEEN**

8 **(Constructive Trust)**

9 **(By Counter-claimants against all Counter-defendants)**

10 114. Counter-claimants incorporate and re-allege paragraphs 1-113 of the  
11 Counterclaims.

12 115. As detailed above, Counter-defendants have engaged and continue to  
13 engage in deceptive, wrongful conduct resulting in trademark infringement  
14 and unfair competition. Counter-claimants are entitled to recover any profits  
15 that Counter-defendants have realized as a result of their wrongful activities.

16 116. Counter-claimants are not presently aware of where Counter-  
17 defendants may have deposited much of their illegally realized profits  
18 resulting from the wrongful acts detailed in this complaint. Counter-  
19 claimants anticipate that such illegally realized profits, whether in bank  
20 accounts or in the form of real or other personal property, will be traced in  
21 this action. (*Dkt. 98-1, no. 63, 65, 66, 67, 68, 70*).

22 Additionally, Counter-defendants have committed financial crimes of  
23 willful concealment, money laundering, underreporting and non-reporting  
24 of sales and revenues. (*Dkt. 98-1, no. 63*). Counter-defendants own a  
25 shell company in mainland China, SH JINGYUN INFO LTD (*Dkt. 98-1*  
26 *no. 66*) that violates 18 U.S.C. § 1001, 18 U.S.C. § 287, 18 U.S.C. § 2314.

27 In April 2013, Counter-defendants and their agents in mainland China  
28 require all payments for the purchase of Counter-defendants' product  
shipped from their facilities in California be made in cash to Counter-

1 defendants' bank accounts in Hong Kong and China to evade taxes and  
2 customs duties; specifically, but not limited to HSBC, Hong Kong, account  
3 no. [REDACTED], Agricultural Bank of China, Qinhuangdao Bohai  
4 Branch, account no. [REDACTED], Bank of China,  
5 Qinhuangdao Haiyang Road Branch, account no. [REDACTED]

6 [REDACTED]. Counter-defendants' egregious financial misconduct violates 18  
7 U.S.C. § 1001(a)(2), 18 U.S.C. § 287, and 18 U.S.C. § 2314, 26 USC §  
8 7206(1), 26 USC § 7206(2), 8 U.S.C. § 1101, and 8 U.S.C. § 1101(a)(43).

9 117. As a result of their wrongful acts and concealment of their illicit gains,  
10 Counter-defendants hold their illegally realized profits as contrastive trustee  
11 for Counter claimants.

## 12 COUNTERCLAIM SIXTEEN

### 13 (Accounting)

### 14 (Against all Counter-defendants)

15 118. Counter-claimants incorporate and re-allege paragraphs 1-117 of the  
16 Counterclaims.

17 119. Pursuant to the Lanham Act, Counter-claimants are entitled to recover  
18 the profits Counter-defendants realized though their acts of infringement.  
19 Counter-defendants' illicit profits are based on hundreds of millions of  
20 dollars in illicit sales. (*Dkt. 98-1, no.'s 63, 65- 68, 70, and 71, Dkt. 1, ¶'s 1,*  
21 *4, Dkt. 106, ¶'s 1, 4).*

22 120. Pursuant to the Lanham Act, Counter-claimants are additionally  
23 entitled to recover actual damages or statutory damages sustained through  
24 Counter-defendants' acts of infringement.

25 121. The amount of money damages due from Counter-defendants is  
26 unknown and cannot be ascertained without an accounting of the number of  
27 counterfeit or otherwise infringing seasonings that Counter-defendants have  
28 offered for sale or sold or distributed.

**I. PRAYER FOR RELIEF**

WHEREFORE, Counter-claimants respectfully request that the Court enter judgment in Counter-claimants' favor and against Counter-defendants providing as follows:

1. That Counter-defendants:

A. Willfully infringed and is willfully infringing Counter-claimants' rights in the federally registered trademarks as set forth in 15 U.S.C. § 1114;

B. Committed and is committing acts of false designation or origin, false or misleading description of fact, and false or misleading representation against Counter-claimants as set forth in 15 U.S.C. § 1125(a); and

C. Unfairly competed and are unfairly competing with, and has injured and is injuring the business, reputation and goodwill of Counter-claimants, through the acts set forth in this SECOND AMENDED counterclaim.

2. That the Court issue an injunction against Counter-defendants and their officers, agents, representatives, servants, employees, attorneys, accountants, successors and assigns, and anyone in active concert with Counter-defendants from:

A. Unauthorized advertising, offers to sell, sales or distributions of products protected by Counter-claimants' trademarks;

B. Manufacturing, assembling, producing, distributing, offering for distribution, circulating, selling, offering for sale, advertising, importing, promoting or displaying any product or thing bearing any simulation, reproduction, counterfeit, copy or colorable imitation of Counter-claimants' products;

C. Engaging in any other activity constituting infringement of

DEFENDANTS SIS-JOYCE INTERNATIONAL CO. LTD. AND ALICE LIN'S AMENDED ANSWER,  
AFFIRMATIVE DEFENSES AND COUNTERCLAIMS TO PLAINTIFFS' FIRST-AMENDED COMPLAINT  
CV-12-06972-FMO (JEMx) - 61

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

American Rena International Corp., a  
California corporation; WanZhu "Kathryn" Li,  
an individual; and Robert M. Milliken, an  
individual

Plaintiffs,

vs.

Sis-Joyce International Co., Ltd., a California  
corporation; Alice "Annie" Lin, an individual;  
Robert Simone, an individual; Christine  
"Nina" Ko, an individual; and DOES 3-10,

Defendants.

Case No. 12-06972-FMO (JEMx)

**Proof of Service**

**DEFENDANTS SIS-JOYCE  
INTERNATIONAL CO. LTD. AND  
ALICE LIN'S AMENDED ANSWER,  
AFFIRMATIVE DEFENSES, AND  
COUNTERCLAIMS TO PLAINTIFFS'  
FIRST-AMENDED COMPLAINT**

I declare that I am over 18 and not a party to the above captioned action. My business address is:  
JEW & ASSOCIATES, 5776 Stoneridge Mall Road, Suite 288, Pleasanton, CA 94588

**Documents Served:**

**DEFENDANTS SIS-JOYCE INTERNATIONAL CO. LTD. AND ALICE LIN'S  
AMENDED ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS TO  
PLAINTIFFS' FIRST-AMENDED COMPLAINT**

On the date shown below I served a true and correct copy of the above-listed documents VIA A  
FIRST CLASS MAIL with sufficient postage attached, to the Plaintiffs' attorneys listed below:

**QUINN EMANUEL URQUHART & SULLIVAN, LLP  
Bruce E. Van Dalsem, David W. Quinto, B. Dylan Proctor  
865 South Figueroa Street, 10<sup>th</sup> Floor, Los Angeles, CA 90017-2543**

I declare under penalty of perjury that the foregoing is true and correct and that this declaration  
was executed on the date shown below in Pleasanton, California.

May 9, 2013

/s/ Steven Tran  
Steven Tran

## **Exhibit 2A**

1 INHOUSE CO. LAW FIRM  
 2 Ali Kamarei, Esq., SBN 175977  
 3 [alik@inhouseco.com](mailto:alik@inhouseco.com)  
 Alexander Chen, Esq., SBN 245798  
 4 [alexc@inhouseco.com](mailto:alexc@inhouseco.com)  
 Benjamin Hill, Esq., SBN 212078  
 5 [ben@inhouseco.com](mailto:ben@inhouseco.com)  
 Katja Grasso, Esq., SBN 266935  
 6 [katjag@inhouseco.com](mailto:katjag@inhouseco.com)  
 Sara Lee, Esq., SBN 265828  
 7 [sara@inhouseco.com](mailto:sara@inhouseco.com)  
 Knight Ridder Building  
 8 50 W. San Fernando St. Ste. 900  
 San Jose, CA 95113  
 Tel: (408) 918-5393  
 Fax: (408) 918-5373

9 *Attorneys for Defendants Sis-Joyce International Co., Ltd.*  
 10 *and Alice "Annie" Lin*

11 **UNITED STATES DISTRICT COURT**  
 12 **CENTRAL DISTRICT OF CALIFORNIA**  
 13 **WESTERN DIVISION**

14 AMERICAN RENA INTERNATIONAL  
 15 CORP., a California corporation;  
 16 WANZHU „KATHRYN,, LI, an  
 17 individual; and ROBERT M. MILLIKEN,  
 an individual,

18 Plaintiffs,

19 v.

21 SIS-JOYCE INTERNATIONAL CO.,  
 22 LTD., a California corporation; ALICE  
 „ANNIE,, LIN, an individual; ROBERT  
 23 SIMONE, an individual; CHRISTINE  
 24 „NINA,, KO, an individual; and DOES 3-  
 10,

25 Defendants.

Case No. 12-06972-FMO (JEMx)

**DEFENDANTS' NOTICE OF  
 VOLUNTARY WITHDRAWAL,  
 WITHOUT PREJUDICE, OF  
 CERTAIN AFFIRMATIVE  
 DEFENSES AND  
 COUNTERCLAIMS**

Discovery cutoff: August 23, 2013  
 Pretrial conference: April 11, 2014  
 Trial date: April 28, 2014

1 Defendants Sis-Joyce International Co., Ltd., and Alice Lin, by and through their  
2 counsel Inhouse Co., hereby notify the Court and all parties in the above-captioned  
3 action that they will voluntarily withdraw, without prejudice, the following items from  
4 their Amended Answer, Affirmative Defenses, and Counterclaims (Dkt. 126):  
5

6 *Affirmative Defenses to be Withdrawn:* 1, 3, 6-9, 18-21.

7  
8 *Counterclaims to be Withdrawn:* 3, 7-11, 14-16.

9 These withdrawals are made without prejudice to Defendants,, ability to introduce  
10 evidence of any of the facts recited within the withdrawn claims and defenses. The form  
11 of the affirmative defenses and counterclaims may be redundant, unnecessary or  
12 improper, but the evidence itself is not.  
13

14  
15 Respectfully submitted,

16 Dated: October 16, 2013

17 By:           /s/ Ali Kamarei            
18 Ali Kamarei, Esq.  
19 Alexander Chen, Esq.  
20 Benjamin Hill, Esq.  
21 Katja Grasso, Esq.  
22 Sara Lee, Esq.  
23 Inhouse Co.  
24 Attorneys for Defendants  
25 Sis-Joyce Int,, Co., Ltd., and  
26 Alice Lin  
27  
28

**PROOF OF SERVICE**

1  
2 I, the undersigned, declare that I am employed in the County of Santa Clara, State  
3 of California. I am over the age of 18 and not party to the within cause; my business  
4 address is 50 W. San Fernando Street, Suite 900, San Jose, CA 95113.  
5

6 On October 16, 2013, I electronically filed the foregoing document with the Clerk  
7 of the Court by using the CM/ECF system. All parties required to be served are  
8 registered with this Court,s CM-ECF system and will receive true and correct copies of  
9 such document(s) through that system. As such, Defendants Sis-Joyce International Co.,  
10 Ltd. and Alice Lin,s *Notice of Withdrawal, Without Prejudice, of Affirmative Defenses*  
11 *and Counterclaims* was served on all counsel pursuant to Local Rule 5-3.2.1.  
12  
13

14 I declare under penalty of perjury that the foregoing is true and correct and that  
15 this declaration was executed on October 16, 2013.  
16  
17

18  
19 /s/ Katja Grasso

20 KATJA GRASSO  
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# **Exhibit 3 Part 1**

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EXHIBIT 003

Pages 68-183 of Defendants' supplemental evidence

sent to Plaintiffs on Feb. 4, 2013

Evidence for Sis-Joyce

1/25/2013

### INDEX

1. American Rena and owner Wanzhu Li operate an on-line pyramid scheme.

#### First use by Sis Joyce, trademark infringement by Rena

2. Sis-Joyce first sold its ARëna product in China in October 1999
3. About Watson's Stores
4. Sis-Joyce first sold its ARëna product in the U.S. in 2000.
5. Sis-Joyce 1991-1997
6. Rena first sold their product in June 2006
7. RENA BIOTECHNOLOGY registered Trademark 3332867 is a CLASS 5, dietary supplement.
8. Lin's ARëna Activation Energy Serum registered Trademark 4002069 is a CLASS 3, cosmetic.
9. Words "Activation Energy Serum" are solely registered to Lin
10. The color purple belongs to Lin
11. Rena sells their infringing mark as a "skin care" cosmetic.
12. 5/2010 American Rena Invoice-its product is a "cosmetic"
13. 9/2010-7/2012 Wanzhu Li's trademark is invalid- closed business for two years.
14. NO CONFUSION, evidence and examples for
15. Rena is NOT confused. US Trademark office search for 'Arena' shows 149 records.
16. Rena only sells its product on its website

#### Trade dress

17. American Rena does not sell its product in a 15ml bottle
18. The look and feel of each bottle is DIFFERENT (8/2010 P's say they are the same)
19. Sis-Joyce and Rena's packaging is DIFFERENT
20. Wanzhu Li & American Rena do NOT sell their product in a 15ml, purple bottle.
21. 1/26/ 2011 Rena stops using white 15ml bottle, starts using white 30ml bottle
22. Li and Rena APPROPRIATED bottle top design; clearly violates Ping Mao's M258951 patent
23. The bottle design in Wanzhu Li & Rena's complaint is STOLEN
24. Wanzhu Li & American Rena's generic fabrication drawing of a bottle design in the public domain from their supplier does NOT constitute "exclusivity"
25. The bottle design in Wanzhu Li & Counter Defendants' complaint may be purchased and used by anyone (example: Ruina)
26. Examples of similar trade dress

#### Rena websites

27. Wanzhu Li's counsel completed aside-by-side comparison of the americanrena.com and sisjoyce.com websites- NO infringement by Sis-Joyce.
28. 10/2009 renaskin.com website belongs to American Rena
29. 5/2009 American Rena announced that their "renaskin" website receives 170 million hits per year. Lin started her ARëna business in 1/2011.
30. The renaskin.com website belongs to American Rena

#### Fraud

31. American RENA and Wanzhu Li announced every year from 2007 – 2012 that theirs is the exclusive and only such product and that all others are scams or fake
32. Rena is only sold on its website
33. China company Guandong (Shenzhen) Kangli sells its RENA product with its RENA mark. Chronology of Li's THEFT of the Rena product and trademark from China.
34. The Kangli RENA product is sold by Kangli, RUINA, "American" RENA, and many other companies.
35. Marketing descriptions and literature in China STOLEN by Wanzhu Li. She does NOT "own" these materials.
36. Longli Chi in Jiangsu and RUINA in Liaoning, PRC sell the same product in the same bottles in China under the names "RENA" and "RUINA."
37. The RENA trademark (IC 3. cosmetic) is owned by a company in China

#### **Wanzhu Li's Pattern of Fraud**

38. 7/30/2011 Wanzhu Li terminates members Shao Fung Jiao and Liao Tse Jen to avoid paying bonuses
39. 10/15/2010 Rena member 192531 contacted China Customs office about Rena's fraudulent customs reporting.
40. 10/28/10 Rena announces lawsuit against Hong Kong member Tat Wah Lee ID 214614
41. 4/4/2008 Rena fraudulently reports other companies copy and sell "their" product and sues
42. 8/26/1010 Rena fraudulently announces a member stole product and sues
43. 7/29/2009 Rena fraudulently announces someone is copying "their" product
44. 4/29/2008 Rena announces reward for reporting "copying"
45. 7/28/2008 Rena stops using glass bottles because they explode during air shipment

#### **More Fraud**

46. Rena's illegal claim that Rena employs 75 scientists and doctors on its staff
47. Robert M. Milliken did not develop the Rena product
48. Robert M. Milliken has NO credentials as a PhD or scientist.
49. Sergio Quirtones did not develop the Rena product.
50. Rena's illegal conduct- dispensing medical prescriptions
51. Illegal claim-FDA approved
52. 7/8/2008 Rena fraudulently announces white 15ml bottle is U.S. FDA approved
53. Illegal claim- patented
54. FDA does not approve dietary supplements
55. American Rena and Wanzhu Li have NO U.S. patents
56. Illegal Green Card Prize
57. Li's illegal "instructions" to "green card prize winners" for welfare, housing and other subsidies at taxpayers' expense
58. 7/2012 Rena announces Green Card Prize winners
59. Rena's illegal claim- Arnold Schwarzenegger
60. 7/2009 American Rena announces cancer cure
61. 3/2009 in a meeting at a Los Angeles hotel, American Rena fraudulently introduces the "CEO's of DHL and Payoneer," and the "PhD's and scientists of their development staff"
62. Legal points

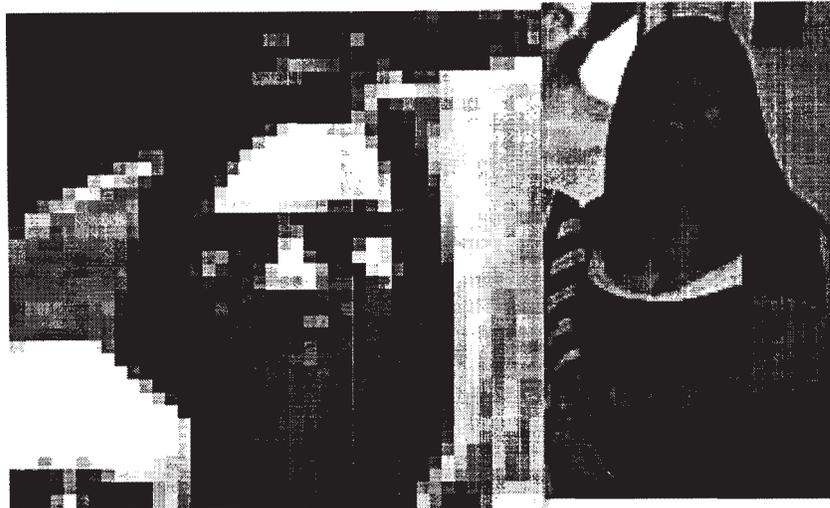
### Financial Crimes

63. Financial Crimes. Willful concealment, money laundering, underreporting and non-reporting of sales and revenues, and tax evasion.
64. American Rena product cost
65. American Rena customer payment instructions
66. Money laundering- instructions to customers to pay SH(Shanghai) Jingyun Info Ltd.
67. Customer payments to American Rena diverted to China through IPS China
68. IPS China registration information
69. Blogs info- American Rena under investigation for criminal activities in Mainland China
70. Rena invoice- fraudulent under/non-reporting, tax evasion.
71. Former Rena customers complain about non-reporting of revenues and money laundering
72. Li's subsequent reprisals
73. Infant Formula/Baby Food SAM

### Libel

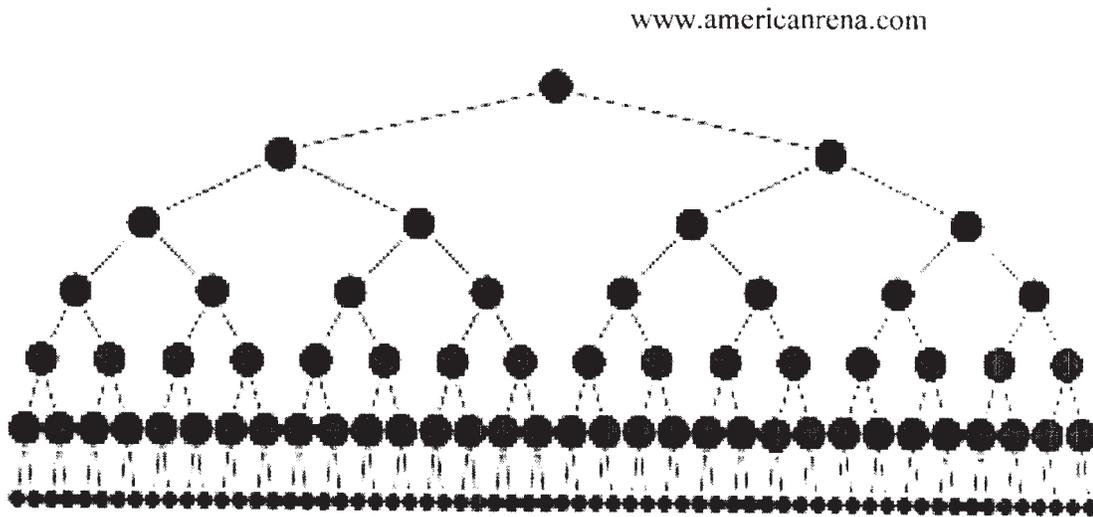
74. 8/2012 Li's libelous and defamatory advertisement in Chinese/American newspaper
75. 9/2012 Libelous and defamatory statements against Alice Lin and ARena on the American Rena Website

### **Wanzhu 'Kathryn' Li, age 39:**



1. **American Rena and owner Wanzhu Li operate an on-line pyramid scheme, exclusively.**
  - Promise participants, called "members," payment for enrolling other people into the scheme. Participants earn more from referrals than selling product.
  - Based in Los Angeles, California.
  - More than 90% of its 100,000 "members" are recruited and enrolled in the scam from an unsophisticated populace in Mainland China; most of the rest are from the U.S.
  - Chinese made products are labeled, packaged, and shipped as U.S. made from a contract facility in Los Angeles County.
  - Rena's product, trademark and marks were appropriated from companies in China.

- Each “Member” must pay Rena’s shell company in Mainland China via an on-line Chinese payment system.
- The shell company then funnels the payments to Rena’s bank account in China and Hong Kong.
- Top level “member” are terminated by Rena using libelous accusationsto avoid referral payments as the number of referrals increase.
- Rena will “close” then “reopen” their business to invoke an “inactivity” clause to avoid referral payments.
- The scam involves the sale of products to which monetary values are attached.
- Products in the scam include:
  - Cosmetics sold as “anti-aging.”
  - Dietary supplements sold as “cancer cure.”
  - Unregistered Infant Formula/Baby Food illegally sold in the U.S., and exported to China.
- “Members” who question Rena’s business practices are intimidated, libeled, threatened and punished.



**American Rena Pyramid**

Login

<http://www.americanrena.us/network/Binarylist.aspx?CustomerId=64547>

Languages

[安全退出](#) [首页](#) [注册会员](#) [忘记密码](#) [各种报表](#) [资料管理](#) [订单管理](#)

[Blue-Formal](#) [Orange-Unpaid](#) [Red-Trust](#)

151915

Left:1103 Right:935

151915-1

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151915-2

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152418

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152417-2

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152418-1

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152418-2

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152677-1

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152677-2

Left:0 Right:0

152593-1

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152593-2

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Copyright © American Rena Corporation 2004-2012



Trademark: First Use by Sis-Joyce; infringement by Rena

2. Sis-Joyce first sold its ARēna product in mainland China in October 1999:

Common Law Trademark

The collage consists of several overlapping promotional images:

- Top Left:** Watson's logo and Chinese text: "屈臣氏", "十月, 中旬, 加菲猫产品, 闪亮登场, 敬请留意!".
- Top Center:** A large "10" with a hand pointing to it. Text: "屈臣氏 十元大减价 又来了!".
- Top Right:** "大特惠 SPECIALS" and a date box: "推广日期: 广东地区 1999年10月7日至11月18日, 北京/重庆 1999年10月14日至11月19日".
- Middle:** Various product images (cosmetics, skincare) with circular "10" marks.
- Bottom Left:** Product images with prices: "¥100.00", "¥50.00".
- Bottom Center:** "Lena Centre" logo and text: "凡购买 200加 (1) 送价值 280的果酸面膜一盒".
- Bottom Right:** "REVION" logo and text: "柔肤粉底液, 保湿粉底液, 柔肤粉底液, 保湿粉底液".

2000 Gianni 拉杆箱  
加¥10  
换购原价¥49.90  
多用包一个

¥199

永顺发洗面机 欧姆发根洗头机  
¥170

无线布新全色脚踏车  
¥12.90

遮阳伞  
¥59.90

只限广东

小机吹水  
¥200

小机吹水  
¥100

小机吹水  
¥128

另  
加¥10换购  
而特或吊空

¥10

¥68 ¥88 ¥148

LINIS-JOYCE SUPPL RE

¥10

SPECIALS 大特惠

推广日期:  
广东 2000年2月24日至3月22日  
重庆 2000年3月2日至3月29日

送

买2送1

芬雅日用洁真卫生巾 5片2包装 (只限广东) 11.90

润生牙刷3支装 (只限广东) 11.90

屈臣氏棉花棒200支装 送补充装200支 11.90

屈臣氏Beauty迷你 纸巾15包装 11.90

独家优惠

SeIena 化妆棉90片 11.90

鱼干棉抽液器550ml / 补充装550ml 11.90

梨花浴液旅行套装 11.90

星秀膏妆推润护肤系列 (只限广东) 11.90

独家优惠

1.5V碱性电池5号 7号6粒装 1.28

迷你镜梳2in1 11.90

青春洁面乳 11.90

美容工具6件套装 11.90

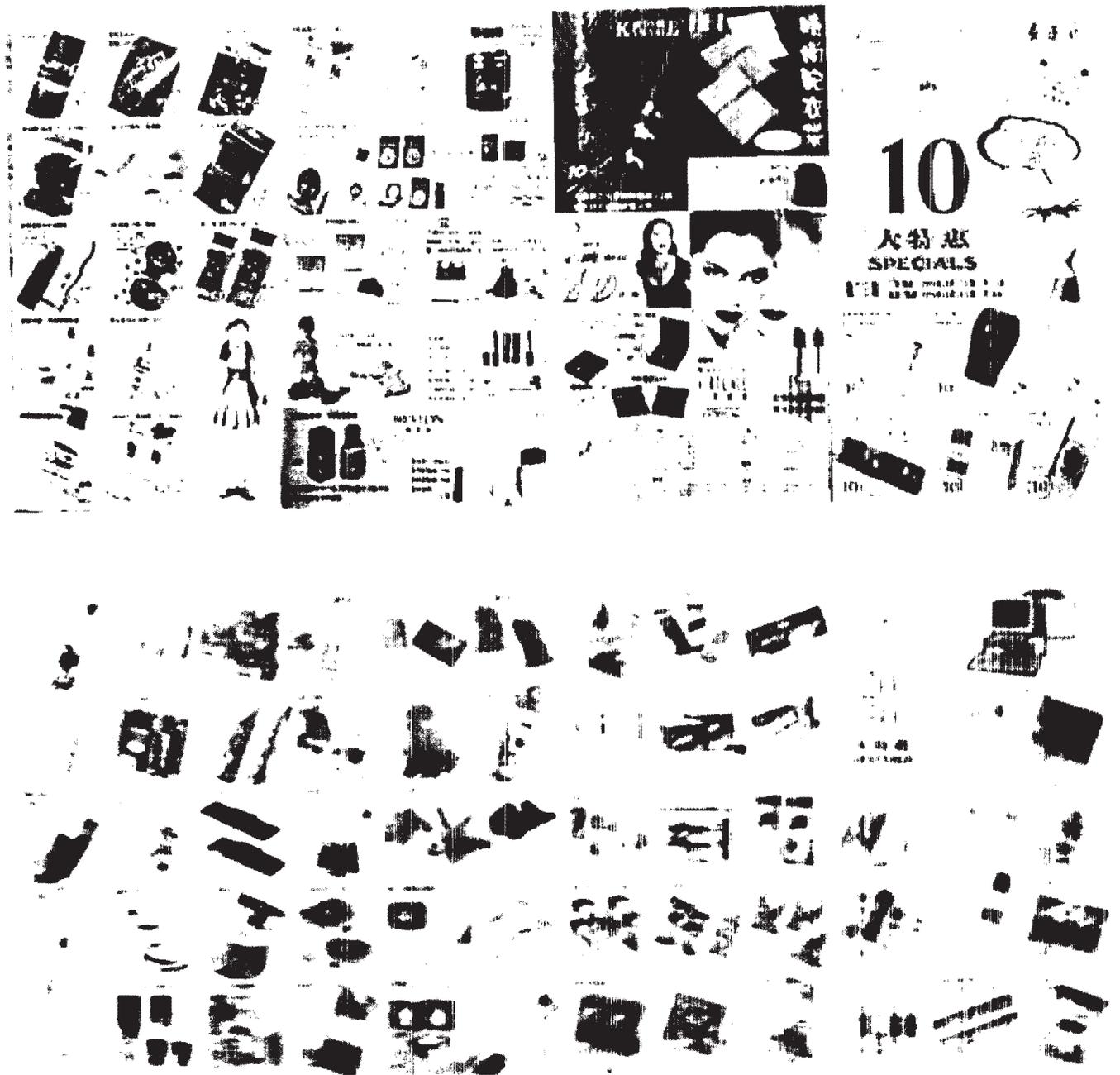
新

发光净耳器 11.90

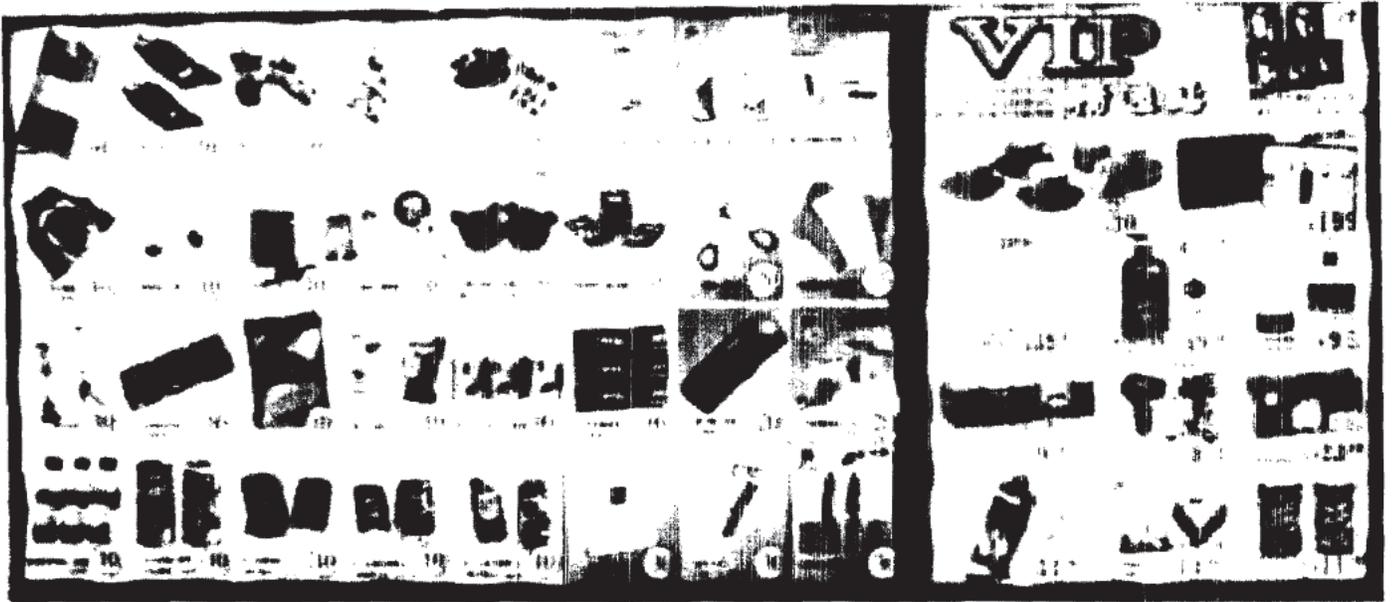
迷你便携吹风机 11.90

个人护理竹炭香皂 11.90

眼罩 11.90







### 3. About Watson's Stores:

[http://en.wikipedia.org/wiki/A.S.\\_Watson\\_Group](http://en.wikipedia.org/wiki/A.S._Watson_Group)

#### A.S. Watson Group

From Wikipedia, the free encyclopedia



This article appears to be written like an advertisement. Please help improve it by rewriting promotional content from a neutral point of view and removing any inappropriate external links. (August 2011)

The **A.S. Watson Group** (or **A.S. Watson & Co.** or **ASW**) is the largest health and beauty retail group, with over 10,000 stores in 33 markets worldwide, serving over 26 million customers per week.

The group operates the world's largest portfolio of retail formats, retail brands and has the largest geographical presence, and the company is a wholly owned subsidiary of the Hong Kong Conglomerate Hutchison Whampoa.

Its head office is in the Watson House (樂居臣氏中心, *Ji wai sai 4 so zung 1 sam 1*, Pinyin: *Lèjūchénshì Zhōngxīn*) in Fo Tan, Sha Tin, New Territories.

#### Contents [hide]

- 1 History
- 2 A.S. Watson Group Brands:
  - 2.1 Health and Beauty
  - 2.2 Luxury Perfumes & Cosmetics
  - 2.3 Food, Electronic & Wine
  - 2.4 Beverages
- 3 References
- 4 External links

#### A.S. Watson Group (HK) Ltd.

Type	Subsidiary
Industry	Retail, Health & Beauty and Manufacturing
Headquarters	Hong Kong, China
Number of locations	10,000 stores worldwide
Key people	Sir Li Ka-shing (Chairman), Domenic Lar Group Managing Director
Products	Health, Beauty & Lifestyle Brands
Owner(s)	Hutchison Whampoa
Employees	100,000

#### History

[edit]

A.S. Watson was founded in 1828 as a small dispensary, with the mission in mind to provide free medical services to the poor people of the Southern Chinese province of Guangdong (also known as Canton). This was the first foundation of the A.S. Watson Group. But the A.S. Watson name didn't become prominent with the company until 1862, after Dr. Alexander Skiving Watson joined the company in 1858. In 1869 the Hong Kong Dispensary (as the company was known then) was appointed to dispense to the Governor of Hong Kong and the Duke of Edinburgh. 1871 was the year that the company was officially traded under the name A.S. Watson & Company.

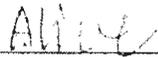


**4. Sis-Joyce first sold its ARëna product in the United States in 2000.**

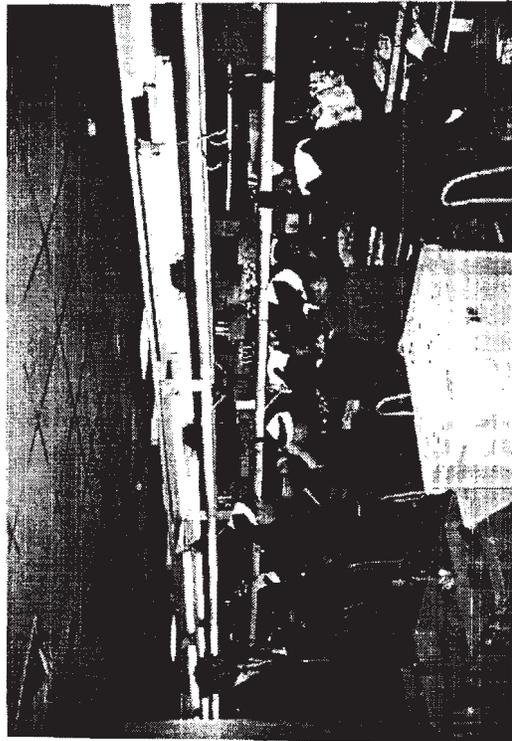
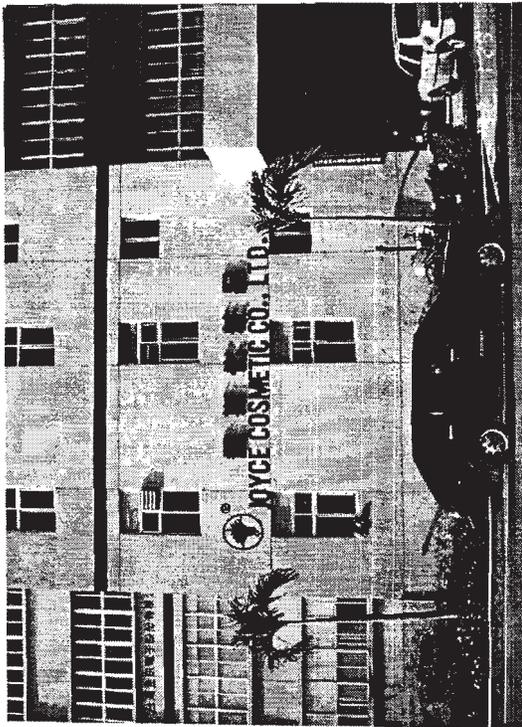
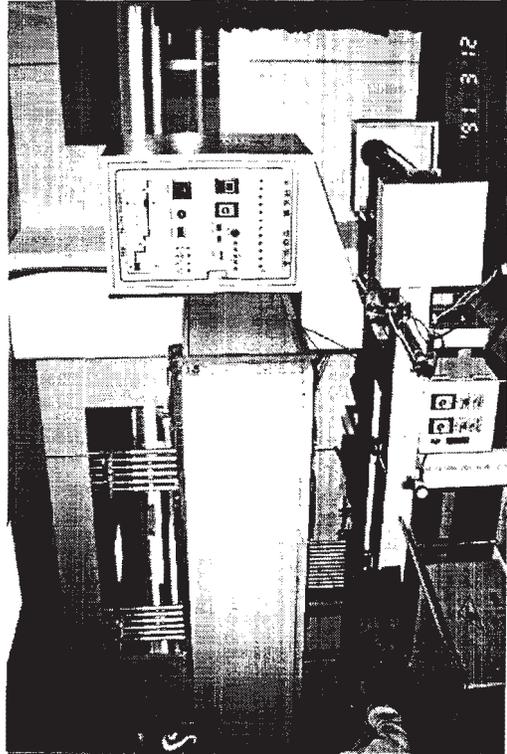
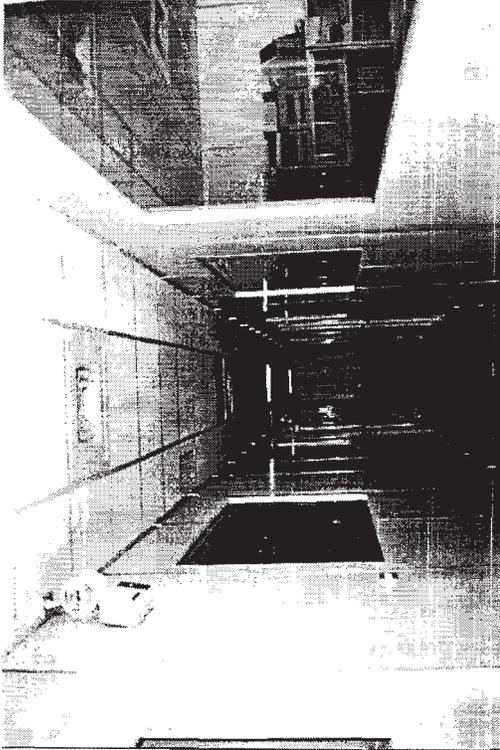
I, Alice Win, declare as follows:

1. I am a resident of Union City, California.
2. I am the owner of City Salon in Union City, California.  
I have owned City Salon since it opened in the year 2000.
3. I purchased ARëna products from Sis-Joyce in the years 2000.
4. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 19 day of November, 2012, at San Jose, California.

  
\_\_\_\_\_  
Alice Win

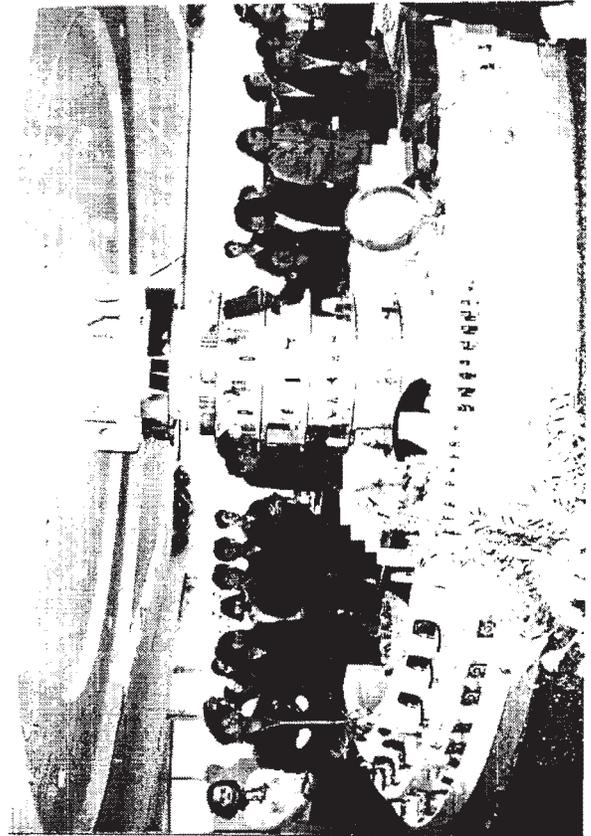
5. Sis Joyce Facilities and the color PURPLE, 1991



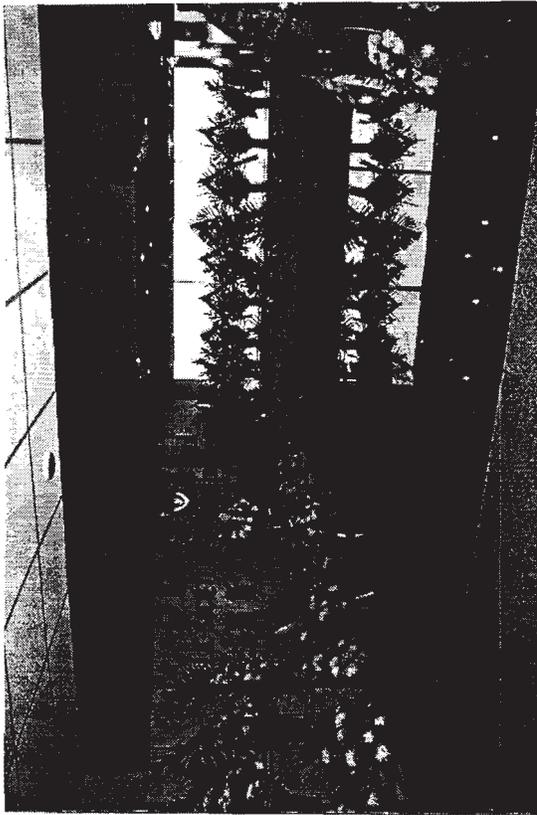
Sis Joyce Facilities and the color PURPLE, 1991-1993



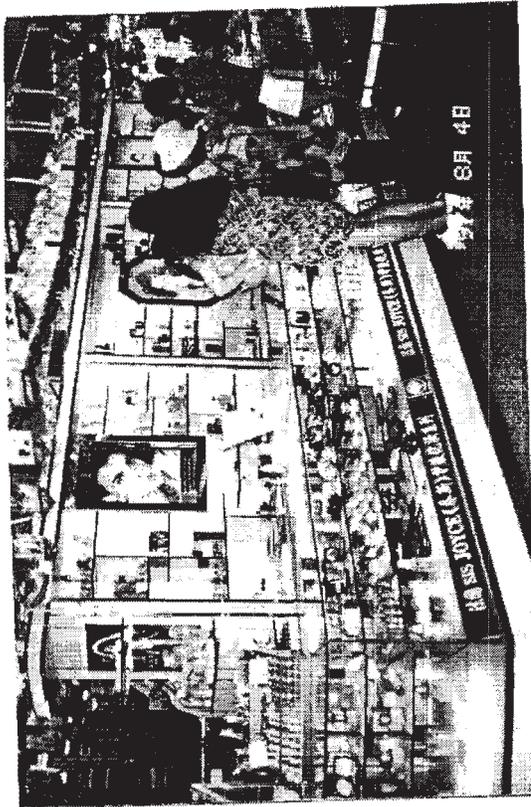
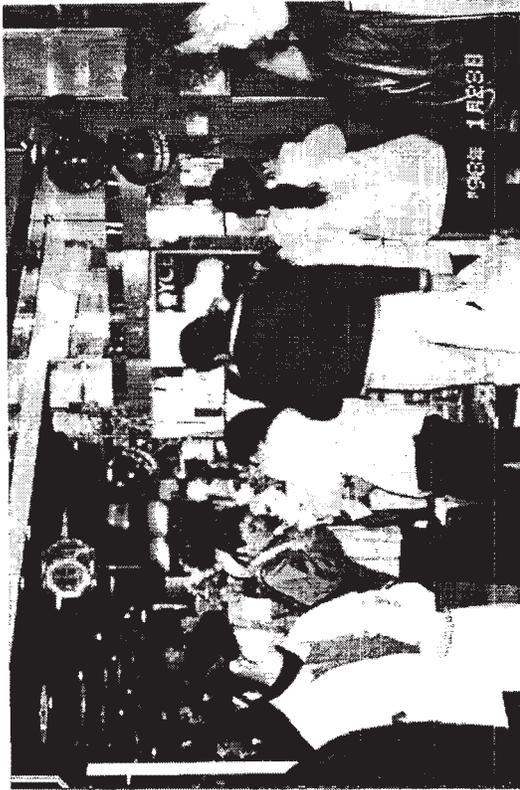
Sis Joyce 1993-1994



Sis Joyce 1992



Sis Joyce Sales, 1997-1998



Sis Joyce Sales, 1997





Sis Joyce 1996







6. Wanzhu Li & Counter Defendants first sold their Rena product in June 2006. (*Counter Defendants' Complaint* ¶ 18).

7. Wanzhu Li & Counter Defendants' RENA BIOTECHNOLOGY registered Trademark 3332867 is a CLASS 5, dietary supplement.

TAB Status	ASSIGN Status	TDR	TTAB Status	( Use the "Back" button of the Internet Browser to return to TESS)
<b>RENA BIOTECHNOLOGY</b>				
Word Mark	RENA BIOTECHNOLOGY			
Goods and Services	IC 005 US 006 018 044 046 051 052. G & S Dietary and nutritional supplements. Dietary fiber as an additive for food products. Dietary food supplements. Dietary supplemental drinks. Food for diabetics. Food for infants. Food for medically restricted diets. Food supplements. Food supplements, namely, anti-oxidants. Multivitamin preparations. Nutritional additives for use in foods and dietary supplements for human consumption. FIRST USE: 20070201. FIRST USE IN COMMERCE: 20070201.			
Standard Characters Claimed				
Mark Drawing Code	(4) STANDARD CHARACTER MARK			
Serial Number	78967416			
Filing Date	September 5, 2006			
Current Basis	1A			
Original Filing Basis	1B			
Published for Opposition	April 24, 2007			
Registration Number	3332867			
Registration Date	November 6, 2007			
Owner	(REGISTRANT) WANZHU LI INDIVIDUAL CHINA 67 E. Live Oak Ave. Suite 105 Arcadia CALIFORNIA 91006			
Attorney of Record	David T. Bracken			
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BIOTECHNOLOGY" APART FROM THE MARK AS SHOWN.			
Type of Mark	TRADEMARK			
Register	PRINCIPAL			
Live/Dead Indicator	LIVE			

8. Lin's ARëna Activation Energy Serum registered Trademark 4002069 is a CLASS 3, cosmetic:

[TARR Status](#) [ASSIGN Status](#) [TDR](#) [TTAB Status](#) ( Use the "Back" button of the Internet Browser to return to TESS)



**Word Mark** NEW ARENA ACTIVATION ENERGY SERUM  
**Translations** The word "ARENA" has no meaning in a foreign language  
**Goods and Services** IC 003 US 001 004 006 050 051 052 G & S Body and beauty care cosmetics FIRST USE 20100601 FIRST USE IN COMMERCE 20100601  
**Mark Drawing Code** (3) DESIGN PLUS WORDS LETTERS AND/OR NUMBERS  
**Design Search Code** 26 03 02 - Ovals plain single line, Plain single line ovals  
**Serial Number** 85194674  
**Filing Date** December 9 2010  
**Current Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** May 10 2011  
**Registration Number** 4002069  
**Registration Date** July 26 2011  
**Owner** (REGISTRANT) Lin Alice INDIVIDUAL UNITED STATES 675 N 1st St Ste 765 San Jose CALIFORNIA 95112  
**Attorney of Record** Eliza X Wang  
**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "NEW" AND "ACTIVATION ENERGY SERUM" APART FROM THE MARK AS SHOWN  
**Description of Mark** The color(s) purple is/are claimed as a feature of the mark. The mark consists of the words "NEW" "ARENA" and "ACTIVATION ENERGY SERUM" in purple stylized font and a purple oval surrounding the word "NEW".  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

[TESS Home](#) [NEW USER](#) [STRUCTURED](#) [PRICE FORM](#) [REMARK PAGE](#) [SEARCH OG](#) [Top](#) [HELP](#)

United States of America  
United States Patent and Trademark Office



**Reg. No. 4,002,069** LIN, ALICE (UNITED STATES INDIVIDUAL)  
**Registered July 26, 2011** 675 N. 1ST ST., STE. 765  
SAN JOSE, CA 95112

**Int. Cl.: 3** FOR BODY AND BEAUTY CARE COSMETICS, IN CLASS 3 (U.S. CLS. 1, 4, 5, 50, 51 AND 52)

**TRADEMARK** FIRST USE 6-1-2010, IN COMMERCE 6-1-2010

**PRINCIPAL REGISTER** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "NEW!" AND "ACTIVATION ENERGY SERUM", APART FROM THE MARK AS SHOWN.

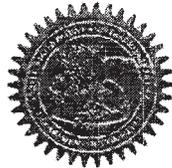
THE COLOR(S) PURPLE IS/ARE CLAIMED AS A FEATURE OF THE MARK.

THE MARK CONSISTS OF THE WORDS "NEW!", "ARëna" AND "ACTIVATION ENERGY SERUM" IN PURPLE STYLIZED FONT AND A PURPLE OVAL SURROUNDING THE WORD "NEW!"

THE WORD "ARëna" HAS NO MEANING IN A FOREIGN LANGUAGE.

SER. NO. 85-194,674, FILED 12-9-2010

DAVID YONTEF, EXAMINING ATTORNEY



David J. Kyppas  
Director, United States Patent and Trademark Office

9. The color purple is specified in Defendant's trademark, 4002069. The color purple NOT specified in Wanzhu Li & Rena's registered mark or trademark.

10. Words "Activation Energy Serum" are solely registered in Sis-Joyce trademark 4002069.

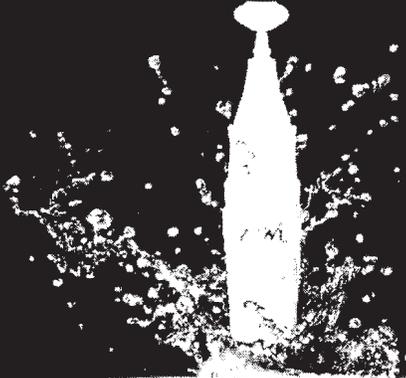
11. Wanzhu Li and American Rena "skin care" cosmetic INFRINGES Lin's trademark:

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## RENA ACTIVATION ENERGY SERUM

[Back to Products](#)

[Details](#) [Learn More](#)



This is a pioneering global approach in modern skin care technology which represents yet another major breakthrough for humankind using infrared products and technology. RENA Liquidized Activation Energy is a world-class, prestigious product with which solid infrared products and other products cannot compare. A solid infrared product must be brought to a temperature greater than 80°C before it releases large amount of infrared rays which allows user to benefit from the solid infrared rays. Whereas starting at a temperature of 10°C, liquidized infrared radiation releases large amounts of infrared rays readily. With a wavelength and radiation frequency vastly exceeding the length of solid infrared radiating bodies, RENA's liquidized infrared products bring benefits to humankind that must not be underestimated. Furthermore, these products are colorless, tasteless, nontoxic, pollution-free, and consist of liquidized pure natural minerals. They contain organic and inorganic substances, new organic ionized substances and

12. American Rena Invoice for the infringing product states it is a "cosmetic." Customs Commodity Code 3304.99.5000 is for COSMETICS

(Redacted by the source):

<b>Shipper:</b> Distribution Department American Rena 2530 Corporate Place MONTEREY PARK, CA 91754		<b>Account:</b> 804862688		<b>Phone:</b> 213-689-8111		<b>Fax:</b>		<h2>Commercial Invoice</h2>		
<b>Consignee:</b> [REDACTED]		<b>Tax ID/VAT:</b> [REDACTED]		<b>Date:</b> 05/25/2010		<b>DHL Waybill:</b> 9285. [REDACTED]		<b>Invoice No:</b> [REDACTED]		
<b>Phone:</b> [REDACTED]		<b>Fax:</b> [REDACTED]		<b>Terms Of Trade:</b> [REDACTED]		<b>Named Destination Port:</b> [REDACTED]		<b>Reason For Export:</b> [REDACTED]		

Quantity	Unit of Measure	Country of Manufacture	Description of Goods	Unit Price	Subtotal	Customs Commodity Code
10	EA	United States Of America	All Natural Mineral Cosmetic	3.17	31.70	3304.99.5000
4	EA	United States Of America	Plastic Measuring Cups	0.10	0.40	3924.90.5500

<b>Total Packages:</b> 1		<b>Total Declared Value:</b> 32.10	
<b>Total Weight:</b> 3.00 LBS		<b>Insurance:</b> 0.00	
		<b>Other:</b> 0.00	
		<b>Invoice Total:</b> 32.10 (All Currency in USD)	

I certify that the information on this invoice is true and correct and that the contents of this shipment are as stated above. I/We do hereby authorize DHL Corporation to use any additional documents necessary for the export of merchandise described herein on my/our behalf.

Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

## **Exhibit 3 Part 2**

### American Rena's infringing class 3 cosmetic products:

Products - AmericanRena.com

<http://www.americanrena.com/products>

#### RENA ACTIVATION ENERGY FACIAL CLEANSER



<http://www.americanrena.com/products/detail/energy-facial-cleanser>

An all-in-one cleanser to remove makeup and impurities.

Once the debris and oil have been removed, the rush of freshness takes you to the pristine woods of the Alps.

[See details at \(http://www.americanrena.com/products/detail/energy-facial-cleanser\)](http://www.americanrena.com/products/detail/energy-facial-cleanser)

#### ACTIVATION ENERGY FOUNDATION WITH SPF-15



<http://www.americanrena.com/products/detail/energy-foundation-with-spf-15>

Age defying natural coverage foundation.

This unique formulation can deliver the

[See details at \(http://www.americanrena.com/products/detail/energy-foundation-with-spf-15\)](http://www.americanrena.com/products/detail/energy-foundation-with-spf-15)

#### RENA ACTIVATION ENERGY MOISTURIZER



<http://www.americanrena.com/products/detail/rena-activation-energy-moisturizer>

A hydrator for all skin types.

Oxygenates dermal cells, stimulates and fortifies the cellular tissues, replenishes nutrients to skin.

[See details at \(http://www.americanrena.com/products/detail/rena-activation-energy-moisturizer\)](http://www.americanrena.com/products/detail/rena-activation-energy-moisturizer)

#### RENA ACTIVATION 1



<http://www.americanrena.com/products/detail/energy-reduce-cream>

Effectively breaks down & burns out fatty deposits.

This advanced technology skin-tightening cream visibly diminishes dimples with all natural herbal extract.

[See details at \(http://www.americanrena.com/products/detail/energy-reduce-cream\)](http://www.americanrena.com/products/detail/energy-reduce-cream)

#### RENA ACTIVATION ENERGY RENEW



<http://www.americanrena.com/products/detail/rena-activation-energy-renew>

A concentrated cream to resurface the skin.

An advanced serum that helps repair, resurface, regenerate, and renew skin from the first application.

[See details at \(http://www.americanrena.com/products/detail/rena-activation-energy-renew\)](http://www.americanrena.com/products/detail/rena-activation-energy-renew)

#### RENA ACTIVATION ENERGY SCRUB



<http://www.americanrena.com/products/detail/rena-activation-energy-scrub>

Mild formula cleansing scrub.

Gently exfoliate dead surface skin cells and unclog pores, whisking away loosened sebum to reveal smoother, infant-like skin.

[See details at \(http://www.americanrena.com/products/detail/rena-activation-energy-scrub\)](http://www.americanrena.com/products/detail/rena-activation-energy-scrub)

HOME ([HTTP://WWW.AMERICANRENA.COM/SITE](http://www.americanrena.com/site)), ABOUT US ([HTTP://WWW.AMERICANRENA.COM/ABOUT-US](http://www.americanrena.com/about-us)), PRODUCTS ([HTTP://WWW.AMERICANRENA.COM/PRODUCTS](http://www.americanrena.com/products)), POLICY ([HTTP://WWW.AMERICANRENA.COM/POLICY](http://www.americanrena.com/policy)), NEWS ([HTTP://WWW.AMERICANRENA.COM/NEWS](http://www.americanrena.com/news)), SERVICE ([HTTP://WWW.AMERICANRENA.COM/SERVICE](http://www.americanrena.com/service)), CONTACT US ([HTTP://WWW.AMERICANRENA.COM/CONTACT-US](http://www.americanrena.com/contact-us)), FAQ ([HTTP://WWW.AMERICANRENA.COM/FAQ](http://www.americanrena.com/faq))

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#### ADMINISTRATIVE HEADQUARTER

655 West Fifth Street, Suite 5000 Los Angeles, CA 90071  
Tel: +1 213 689 8111 +1 213 686 8033  
+1 213 689 8556 +1 213 686 8777  
Fax: +1 213 686 8718

0  
(save) (cancel) (save) (cancel)

安全退出 首页 注册会员 服务咨询 各种报表 资料管理 订单管理

Language: [en](#)

Purchase Rena product in INFRINGING

purple bottles for \$14,984.96 USD

ProductID	Product No.	Product Name	Price	BV	Unit Price
25004	RN101	瑞隆生命活化健康课程	\$1,873.12	1387.3900	
610756	RN103	生命活化健康课程(专业产品)	\$14,984.96	11099.1200	

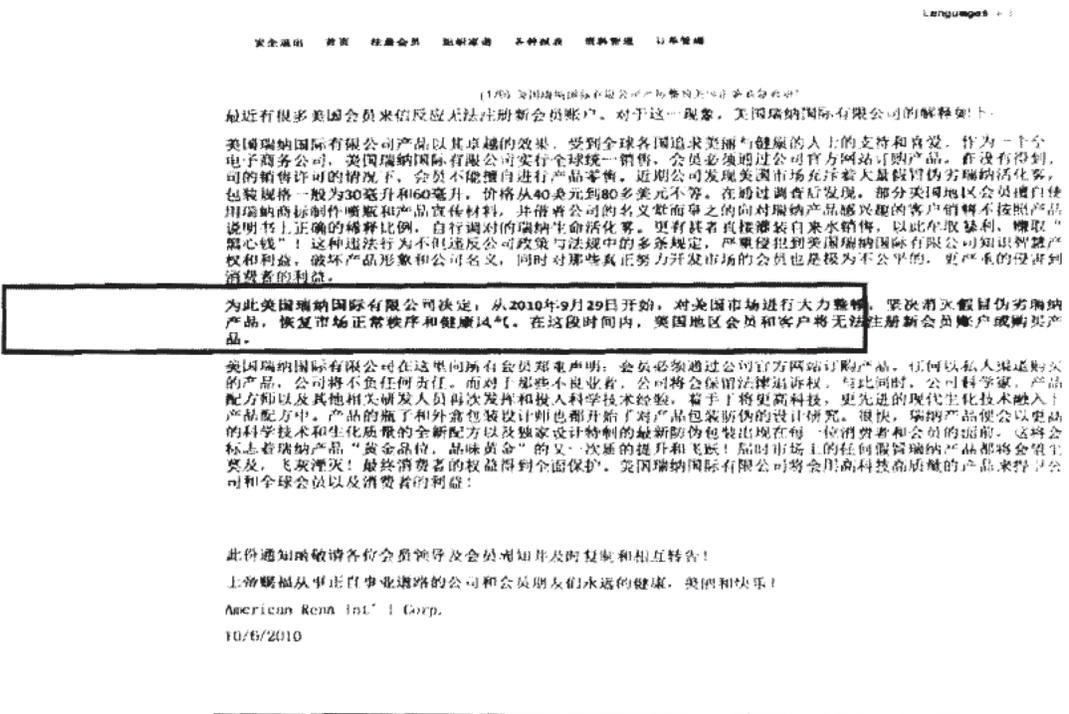
Copyright © American Rena Corporation 2004-2010

13. Wanzhu Li & Counter Defendants' trademark is invalid because they closed their business for almost two years. Their trademark was NOT "in use in commerce" in the ordinary course of trade. (Section 45 of the Trademark Act, 15 U.S.C. §1127).

American Rena closed for business on 9/29/2010. American Rena reopened for business on 7/12/2012.

- a. Customers and members could not purchase product during this time period with their referral ID's.
- b. Memberships were terminated due to 6 months or more of inactivity (Rena policy).
- c. Members' referral bonuses were not paid.

American Rena closed for business on 9/29/2010:



安全培训 黄页 注册会员 经销商 各种服务 资料下载 订单管理

(170) 美国瑞纳国际有限公司严厉整顿美国市场紧急通知！

最近有很多美国会员来信反应无法注册新会员账户。对于这一现象，美国瑞纳国际有限公司的解释如下：

美国瑞纳国际有限公司产品以其卓越的效果，受到全球各国追求美丽与健康的人士的支持和喜爱。作为一个全球电子商务公司，美国瑞纳国际有限公司实行全球统一销售，会员必须通过公司官方网站订购产品。在没有得到公司的销售许可的情况下，会员不能擅自进行产品零售。近期公司发现美国市场充斥着大量假冒伪劣瑞纳活化雾，包装规格一般为30毫升和60毫升，价格从40美元到80多美元不等。在通过调查后发现，部分美国地区会员擅自使用瑞纳商标制作喷瓶和产品宣传材料，并借着公司的名义堂而皇之的向对瑞纳产品感兴趣的客户销售不按产品说明书上正确的稀释比例，自行调兑的瑞纳生活活雾。更有甚者直接灌装自来水销售，以此牟取暴利，赚取“黑心钱”！这种违法行为不但违反公司政策与法规中的多条规定，严重侵犯到美国瑞纳国际有限公司知识产权和利益，破坏产品形象和公司名义，同时对那些真正努力开发市场的会员也是极为不公平的，更严重的侵害到消费者的利益。

为此美国瑞纳国际有限公司决定：从2010年9月29日开始，对美国市场进行大力整顿，坚决消灭假冒伪劣瑞纳产品，恢复市场正常秩序和健康风气。在这段时间内，美国地区会员和客户将无法注册新会员账户或购买产品。

美国瑞纳国际有限公司在这里向所有会员郑重声明：会员必须通过公司官方网站订购产品。任何以私人渠道购买的产品，公司将不负任何责任。而对于那些不良业者，公司将会保留法律追诉权。与此同时，公司科学家、产品配方师以及其他相关研发人员再次发挥和投入科学技术经验，着手于将更高科技，更先进的现代生化技术融入于产品配方中。产品的瓶子和外盒包装设计瑞纳都开始了对产品包装防伪的设计研究。很快，瑞纳产品便会以更高的科学技术和生化质量的全新配方以及独家设计特制的最新防伪包装出现在每一位消费者和会员的面前。这将会标志着瑞纳产品“黄金品位，品味黄金”的又一次质的提升和飞跃！届时市场上的任何假冒瑞纳产品都将会望尘莫及，飞灰湮灭！最终消费者的权益得到全面保护。美国瑞纳国际有限公司将会用高科技高质量的产品来捍卫公司和全球会员以及消费者的利益！

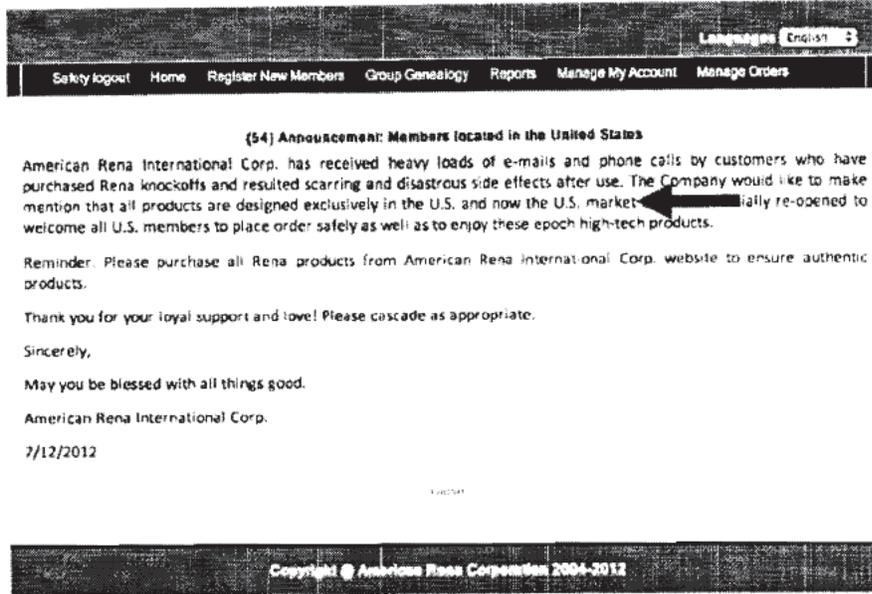
备注：如果有其他地区的会员代替美国会员进行产品订购，一经发现，公司将立即冻结其会员资格和相应地区的产品订购资格。

此份通知函敬请各位会员领导及会员周知并及时复制和相互转告！

上帝赐福从事正业事业的公司和会员朋友们永远的健康、美丽和快乐！

American Home Inc. | 09/29/10

**American Rena reopened for business on 7/12/2012:**



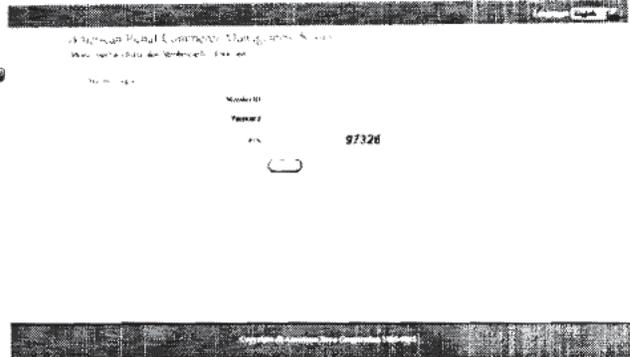
**14. NO CONFUSION.**

- American Rena and Sis-Joyce products cannot be purchased in retail stores. Their products must be purchased on-line from their respective e-commerce business websites ONLY.
  - The purchase requires deliberate action by the customer to enter the americanrena.com or the sisjoyce.com websites. NO CONFUSION HERE.
  - The customer must then deliberately enter their unique, company assigned referral number.
  - The customer must then obtain a new, company assigned ID number, enter their own password to purchase the merchandise online, and collect each company's referral bonus. Each company's merchandise cannot be purchased in retail stores.

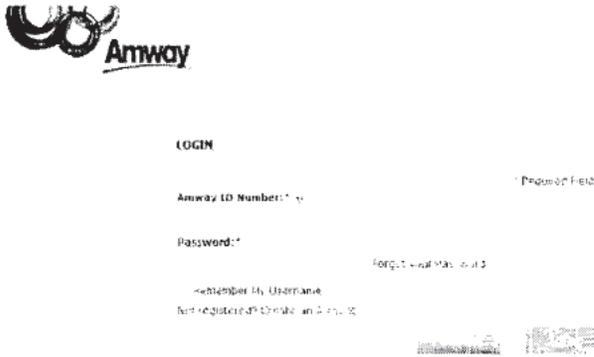
*A customer is NOT CONFUSED when performing these deliberate acts.*

**Customers must enter ID numbers provided by each company, enter their own passwords for each MLM e-commerce site, then purchase each company's products, and collect each company's referral bonus:**

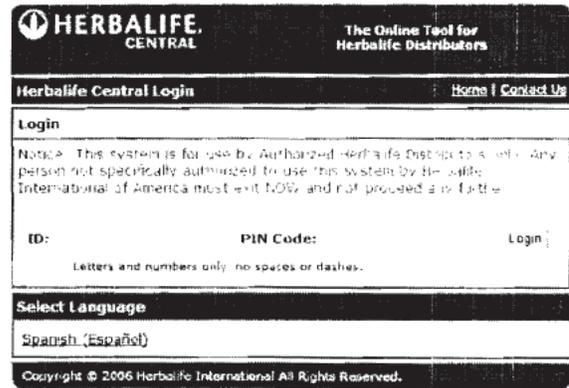
**Example 1, sisjoyce.com login:      Example 2, americanrena.com login:**



Example 3, amway.com login:



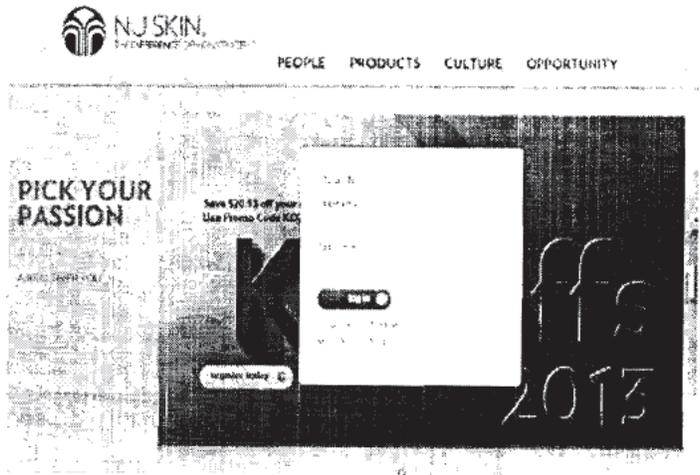
Example 4, herbalife.com login:



Example 5, usana.com login:



Example 6, nuskin.com login:



15. In a USPTO database search for “arena” and “cosmetic supplement,” 149 records were found where, for example, Lin’s mark and registered mark 2590182, both cosmetics, peacefully coexist because they are dissimilar do NOT create the “likelihood of confusion.” Other than Wanzhu Li & Counter Defendants’

attempt to eliminate a competitor, no other litigation exists involving the word "arena."



Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Sat Sep 1 05 20 45 EDT 2012



Logout Please logout when you are done to release system resources allocated for you.

Start List At OR Jump to record: 149 Records(s) found (This page: 1 ~ 100)

Refine Search (arena)[ALL] and (cosmetic supplement)[X] Submit

Current Search: (arena)[ALL] and (cosmetic supplement)[ALL] docs: 149 doc: 602

Trade Dress

16.

All products by American Rena International Corporation will only be sold at our company's website, i.e. www.americanrena.com. No authorizations and permissions ever given to any natural persons, companies, agents or any other organizations to sell or for any other uses of American Rena International Corp.'s products or services.

Customers are NOT confused when they must enter ID numbers provided by each company, enter their own passwords for each MLM e-commerce site before purchasing each company's products, and collecting each company's referral bonuses.

**17. American Rena sells its product in a 30ml bottle. It does not sell its product in the 15ml (0.51 oz) bottle:**

*Upon realization of Wanzhu Li & Counter Defendants' infringement of Ping Mao's patent and concerns of their false claims of "unique trade dress" and "unique bottle design," on January 26, 2011 Counter Defendants announced in their notice (198) that Counter Defendants will cease sale of their product in the 15ml (0.51 fl oz) bottle and initiate the sale of their product in the 30ml bottle depicted below:*



*The "look and feel"*

*American Rena only sells the  
30 ml (1.02 fl oz) bottle.  
WHITE ONLY, not PURPLE,  
with protruding petals on the  
bottle and cap*

*Sis-Joyce*



*only sells the  
15 ml (0.51 fl oz) bottle*

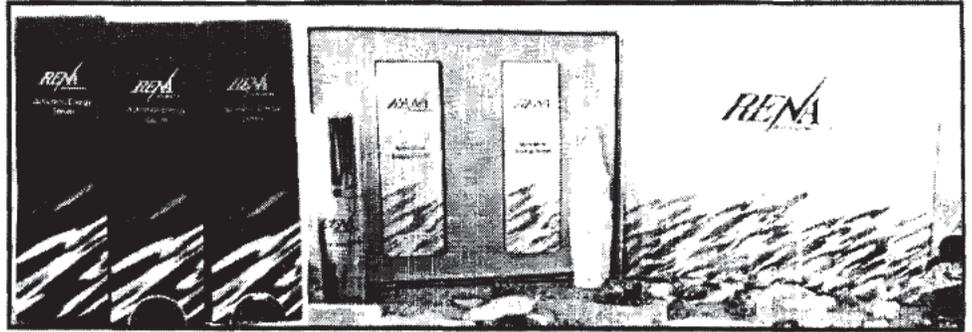
**18. The "look and feel" (Quinn Reply 9/28/12 p.10, ¶1) of each bottle is, in fact, much different.**

Website americanrena.com:



**(1.02 fl. oz)**

19. *Sis-Joyce's 15ml bottle and Wanzhu Li & American Rena's 30ml bottle are "packaged" differently. There is NO likelihood of confusion:*



20. *Wanzhu Li & American Rena do NOT sell its product in a 15ml, purple bottle.*

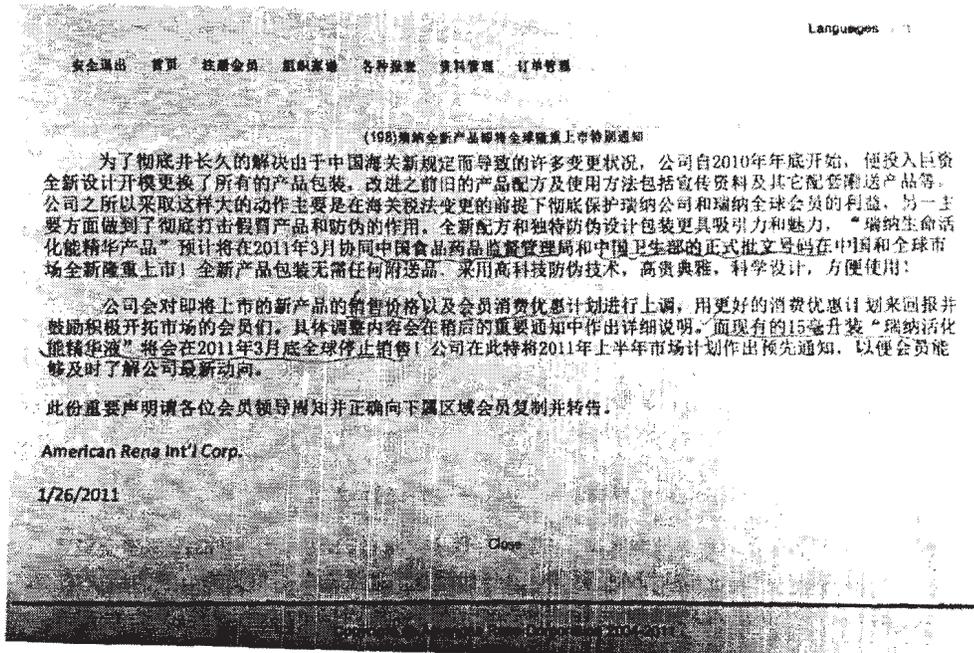


Ping Mao's bottle top  
Patent M258951



Photo:(Counter Defendants' Complaint CV12 06972  
DMG JEM, p. 15, ¶ 36; Quinn Reply 9/28/12 p. 9, ¶2).

**21. 1/26/ 2011 Rena stops using white 15ml bottle, starts using white 30ml bottle**



**22. Li and Rena’s blatant copy and unauthorized use of the bottle top design clearly violates Ping Mao’s M258951 patent:**

Chinese

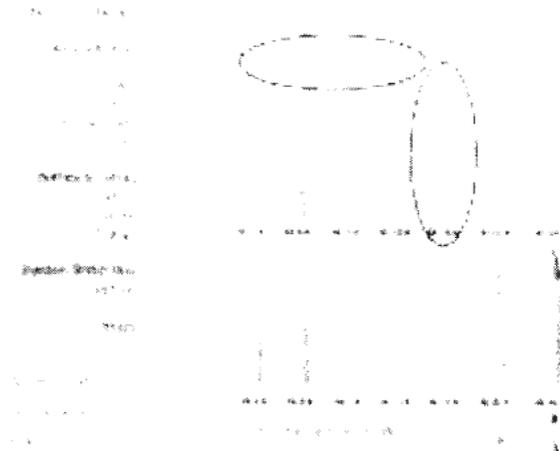
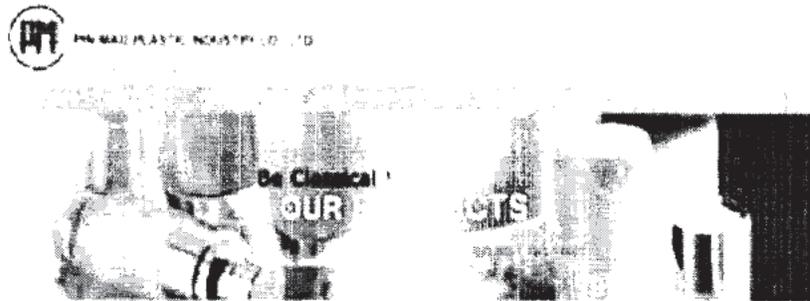
Taiwan patent Search

Patent Information Reports: 1 of 1

Back to Search    Back

Patent/Publication Number	258951																														
Title	Bottle top																														
Issued/Publication Date	2005-03-11																														
Application Date	2004-06-11																														
Application Number	09 109099																														
Certification Number	0709-1																														
IPC	B65D 04/10																														
Inventor	CHEN YAN SHENG TW																														
Applicant	PIH MAO PLASTIC INDUSTRY CO., LTD TW																														
Individual	I																														
Parent Right Change	<table border="1"> <tr><td>Application Number</td><td>07090706</td></tr> <tr><td>Date of Update</td><td>2012/2/4</td></tr> <tr><td>Submitting of a license</td><td>N</td></tr> <tr><td>Registration of patent monopoly</td><td>N</td></tr> <tr><td>Transfer of patent right</td><td>N</td></tr> <tr><td>Transfer of patent right</td><td>N</td></tr> <tr><td>Registration of patent right</td><td>N</td></tr> <tr><td>Opposition Fee</td><td>N</td></tr> <tr><td>Request for Amendment Fee</td><td>N</td></tr> <tr><td>Date of Issue</td><td></td></tr> <tr><td>Patent renewed</td><td></td></tr> <tr><td>Check of grant</td><td>2010/3/11</td></tr> <tr><td>Scheduled 4th pay. date</td><td>2010/6/10</td></tr> <tr><td>Due date of annual fee</td><td>2011/6/10</td></tr> <tr><td>Years of annuity paid</td><td>0</td></tr> </table>	Application Number	07090706	Date of Update	2012/2/4	Submitting of a license	N	Registration of patent monopoly	N	Transfer of patent right	N	Transfer of patent right	N	Registration of patent right	N	Opposition Fee	N	Request for Amendment Fee	N	Date of Issue		Patent renewed		Check of grant	2010/3/11	Scheduled 4th pay. date	2010/6/10	Due date of annual fee	2011/6/10	Years of annuity paid	0
Application Number	07090706																														
Date of Update	2012/2/4																														
Submitting of a license	N																														
Registration of patent monopoly	N																														
Transfer of patent right	N																														
Transfer of patent right	N																														
Registration of patent right	N																														
Opposition Fee	N																														
Request for Amendment Fee	N																														
Date of Issue																															
Patent renewed																															
Check of grant	2010/3/11																														
Scheduled 4th pay. date	2010/6/10																														
Due date of annual fee	2011/6/10																														
Years of annuity paid	0																														

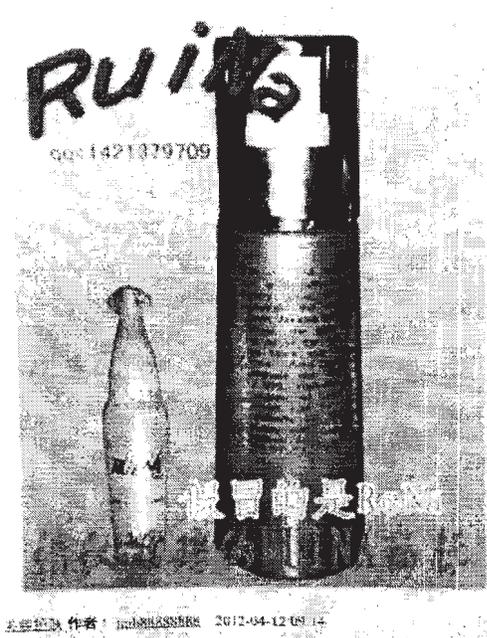
**23. Wanzhu Li, American Rena, and their Taiwan supplier illegally copied Ping Mao Taiwan’s patented bottle cap design. It was NOT “designed by Rena.” (CV12- 6972 DMG (JEMx) ¶ 3). It is widely used in a *variety of sizes*:**





Brand	Bottlemate
Owner	Mr.Frank Chuang
Year Established	1982
Contact	Ms Christina Cheng
Email	christina@bottlemate.com.tw
Tel (1)	886-4-36009598
Tel (2)	886-4-36002888 EXT 220
Fax (1)	886-4-36008222
URL (1)	<a href="http://www.bottlemate.com.tw">http://www.bottlemate.com.tw</a>
URL (2)	<a href="http://bottlemate.taiwantrade.com.tw/">http://bottlemate.taiwantrade.com.tw/</a>
Zip Code	407
Address	No 16 31st Rd. Taichung Industrial Park, Taichung 407 Taiwan R.O.C

25. The bottle design in Wanzhu Li &Counter Defendants' complaint may be purchased and used by anyone:



26. Examples of similar trade dress:  
Dell cannot claim its "trade dress" is "distinctive":



SunDrop cannot claim its "trade dress" is "distinctive":



"trade

Ozarka cannot claim its  
dress" is "distinctive":



American Rena Websites

**27. Wanzhu Li & Counter Defendants' counsel have completed a side-by-side comparison of the americanrena.com and sisjoyce.com websites. They found no infringement by Sis-Joyce.**

**Wanzhu Li & Counter Defendants' own subpoenaed documents revealed that Defendants Sis-Joyce and Lin had no connection with websites renaskin.com, arenaskin.com, or renaforever.com. (EG100001-EG1000500. 9/17/12; BLU000001-BLU000037, DBP000001-DBP000006 9/18/12).**

**28. renaskin.com website belongs to American Rena**

**American Rena announced on 10/13/2009 in a China newspaper (with an office in Los Angeles) that their "renaskin" website received 100 million hits. Lin started her ARēna business in California in 1/2011.**

中國日報 http://renamalaysia.blogspot.hk/?view=flipcard

13th October 2009 中国日报

美國RENA「液態返紅外線」 開創一個沒有皺紋的世界

**http://news.sina.com [http://news.sina.com/] 2009年  
05月09日 00:07 中國日報  
[http://www.chinesedaily.com/]**

△(本報訊)美國RENA公司最新、轟動美容界的科技專利「液態返紅外線」,開創一個沒有皺紋的世界,「抗皮膠形」打造了健康綠色的美容。探索RENA的瞬間展現力量,「狂心肉體」的A-SKIN(附贈一增七千萬老人,本產品為二十一世紀的元氣「礦物質」,「筋」等抗肌纖維細胞中「羧基酸梅」地製造,含有金屬和微量元素,礦物質是一種催化劑(Catalyst)。它是幫助維生素和酶的實施正確功能,以維持我們的健康和生命,如果缺乏礦物質,那麼維生素會變得無所作為,曾經獲得比凱化學獎和和平獎的皮膚科博士:提出人類所有的疾病均來自礦物質的缺乏,1936年美國金獎獎 264 號檔案亦曾提出百分之九十九的失調人缺乏礦物質。如今,全球人類目前體內和促進老化成人和體態解決的就是礦物質的缺乏和補充。

✓美國American RENA Intonation Corp 公司的CEO Robert M. Milliron 和多位著名富有臨床經驗的醫學博士和科學家,要求來自十幾年的臨床實踐並從化學、生物學的角度出發,結合高純度、氣化脫膠製成,留存青春,留存魅力,繼續重生,細胞再生等,同時我們的專家也為不同需要的人進行專項配方。其中著名轟動一時的「魔鬼蟹蟹膏」監製同製首任美國加州州長,為他個人進行專項配方。其產品深受本人喜愛,並且讚賞其產品的質量和效果。

RENA天然礦物質使用 117 種活化DNA細胞,礦質氧化作用真比意識上,年青不再是遙不可及的夢。RENA公司不但做了一件富於挑戰和打造健康綠色完美肌膚的肌膚康復,Easy Spray!年輕10-20歲,瞬間展現的力能,瞬間的功効以驚人的速度修復斷裂的皮下膠原蛋白的密度,恢復年青細胞的效効令人驚訝。由於肌膚細胞中「羧基酸梅」的製造,使支撐皮膚的纖維質不斷流失,皺紋、皮膚鬆弛老化現象也日益嚴重,尤其眼周周圍是最容易影響老化的區域。一旦失去內在的肌力,地心引力毫無抵抗能力的出現老化、皺紋、鬆弛等現象,由於諸多形成皮膚老化的因素,其中最嚴重的當然是皮下膠原蛋白(Collagen),也是人體自然產生支撐新生細胞的物質,同時也是提供皮膚柔嫩的物質,RENA液態返紅外線是生命活化效効最非凡的功効,Easy Spray! 效効卓著的抗衰老、體態康復試驗,徹底戰勝已迅速3 min 細紋肉肉、皮膚皺紋、魚尾紋的長度和深淺,且看可見的即時抗皺魔力,開創了一個沒有皺紋和瑕的皮膚世界,Easy Spray! 革命性的緊膚,收緊毛細孔,收緊雙下巴,收緊臉面及頸部,改善眼袋,充滿彈性。

△RENA公司的CEO 和多位著名醫學博士,科學博士,經過十幾年研究對「活化活活活基金」,「液態返紅外線」和使用「礦物質」的關係獲得重大的突破,RENA內服外擦皆可,內服在同時兼顧,內外在同樣完美無瑕,達到「入口健康,噴出發光」的革命性效果。

本產品內服方面:每天服用,可以活化DNA的細胞增加「解」的代謝免疫力,20%-30%量成補充身體所需各種礦物質、有機物、生機物,有機電子化的新物質:負子活化能,可以預防宿疾或因過量體質、酸性體質所引起的各種疾病,酸性體質專製個體體質,幫助體態,有血脈者分解酸和分解產出:

1. 礦物質是構成組織,例如骨骼和牙齒所需的鈣、鎂、磷等。
2. 維持人體內水和電解質的平衡,鉀和鎂是維持肌肉電解質和液體平衡的重要電子。
3. 維持神經系統,鎂、鈣、磷和磷保持心臟血管健康作用。
4. 血紅蛋白和細胞色素係統中的鐵,甲狀腺中的碘皆可甲狀腺是促進新陳代謝重要作用。
5. 人體的體態代謝,磷是體態代謝不可缺少的物質,磷參與蛋白質、脂肪和糖類的代謝,促進青春不再是一個夢。

本產品外用方面: Easy Spray! 抗衰老、護膚、美白、除斑、青春痘等消失的無影無蹤,瞬間展現顯效的膠原蛋白,瞬間展現效効,細胞充氣,細胞再生,年青細胞效効和奇,99.9%防紫外線,解解理,效果神

1 of 2 8/28/2012 11:53 AM

**29. American Rena announced on 5/9/2009, that their “renaskin” website receives 170 million hits per year. Lin started her ARëna business in 1/2011.**

American RENA 美國瑞納國際有限公司



Testimonials

I began using Rena a month ago because of an unexpected visit to the emergency room for chest pains. I was not having the heart attack that I thought I was having, but my stress level was extremely high, so I had to get a lot of tests done. They found that I had digestive problems, high blood pressure, borderline Diabetes, and some blood issues.

I ran into a friend name Naomi and she introduced me to RENA.



中国日报

美國RENA「液態遠紅外線」 開創一個沒有皺紋的世界

<http://news.sina.com> 2009年05月09日 00:07 中國日報

(本報訊)美國RENA公司以最新、轟動美容界的科技專利「液態遠紅外線」，開創一個沒有皺紋的世界，「拉皮整形」打造了健康綠色的美容，探索RENA的瞬間無度力量，一年之內瀏覽RENA SKIN 網路一億七千萬多人。本產品為二十一世紀的元素「礦物質」、「酶」等抗肌膚細胞中「膠原酸酶」地製造，分解重金屬和毒素等，礦物質是一種催化劑 (Catalyst)。它是幫助維生素和酶的實施正常功能，以維持我們的健康和生命，如果缺乏礦物質，那麼維生素會變得無所作為。曾經獲得諾貝爾化學獎和和平獎的萊納斯鮑林博士提出人類所有的疾病均來自礦物質的缺乏。1935年英國參議院 264 號檔案亦曾提出百分之九十九的英國人缺乏礦物質，如今，全球人類目前



秦王島夏教授

我55岁，12月1号开始使用瑞纳产品，几天后发现常年发凉的手脚开始发热甚至微汗，四肢关节出现温暖的感觉，由于膝关节和腰椎间盘增生半年不能外出，活动不便，突感活动轻松自如，一个半月后发现不用带老花镜也能看书写字啦，眼里的小飞蚊不见了。左边的耳朵由于一年前高烧造成的中耳炎，已有快一年的时间失去听力，竟然听力恢复，记忆力也开始恢复，满头花白干卷的头发渐渐变黑，光泽柔软飘逸，皮肤也越来越细腻白亮，象润丝绒一般。我已绝经近一年，使用瑞纳不到两个月竟然又来月经了，经过三个周期把体内剩余的污物全部排净自动终止。我的便秘也解决了，睡眠越来越好，食欲增加，吃什么都香而且不胖，生物钟正常，不知疲倦始终精神抖擞。身体的每一个细胞都充满了能量，我



辽宁史总

I am from Liao Ning, China. I was born weak and sick. When I was in primary school, I had to take a break from time to time while I was in school. Later I worked in TV station. Since I have started to be the best

**30. The renaskin.com website belongs to American Rena:**



**Fraud**

**31. American RENA and Wanzhu Li announced every year from 2007 – 2012 that theirs is the exclusive and only such product and that all others are scams or fake:**

All products by American Rena International Corporation will only be sold at our company's website, i.e. [www.americanrena.com](http://www.americanrena.com). No authorizations and permissions ever given to any natural persons, companies, agents or any other organizations to sell or for any other uses of American Rena International Corp.'s products or services.

All American Rena products and formulations are trade secrets of the company. American Rena has never sold the formulations to anyone or business entity. Due to the exclusivity of the formulation and production process, the products may not be duplicated. American Rena imputes those who deploy unethical business practices to defame and agitate American Rena members, to gain profit in the competitive marketplace.

American Rena asks all consumers to beware of counterfeited products and possible scams. American Rena will press legal action to the violators.

American Rena asks all consumers to beware of counterfeited products and possible scams. American Rena will press legal action to the violators.

**32. American Rena is only be sold at our company's website, i.e. [www.americanrena.com](http://www.americanrena.com)**

**“WARNINGS**

American Rena International Corporation made the following declarations and warnings for the protection of the consumers' interests and benefits:

All products by American Rena International Corporation will only be sold at our company's website, i.e. [www.americanrena.com](http://www.americanrena.com). No authorizations and permissions ever given to any natural persons, companies, agents or any other organizations to sell or for any other uses of American Rena International Corp.'s products or services.”

**But, in fact, ....**

**33. China company Guandong (Shenzhen) Kangli sells itsRENA product with its RENA mark:**

**<http://www.kl-zj.com/main.aspx?cid=2012070004>**

- **Founded in 1996**
- **Large manufacturing and sales operations of Chinese medicines and supplements.**
  - **Obtained aChina MLM license through the Chinese Army in 2007**
    - **Started selling their China-made RENA product in 2007**
    - **Wanzhu Li appropriated/stoletheir product and mark.**
- **When herChina-madeproduct did not sell,Wanzhu Li opened American Rena in 2006 and advertised and sold it as a “Made in USA” product**
- **She used many fraudulent claims (U.S. patented, FDA approved, 10 years development by her 75 scientists headed by PhD Milliken, endorsed by Arnold, etc.) thereby improving sales in China**
- **The Kangli’s RENA product is sold by Kangli, RUINA, “American” RENA, and many other companies.**
- **Before 1996, many more Chinese companies sold the RENA product in China. As a Made-in-China product. Sales were low.**
  - **In 2006 and 2007, 100% of American RENA sales were in Mainland China**
  - **In 2008 and 2009, about 98% of American RENA sales were in Mainland China**
- **Having stolen the product and mark, Wanzhu Li could not sue the companies in China and could not and did not sue Sis-Joyce for the product.**

### 34. Kangli was founded in 1996

The screenshot shows the website for Guangdong Kangli Pharmaceutical Co., Ltd. The main content area is titled '关于我们' (About Us). The text describes the company's history, starting in 1996 with a capital of 8000 yuan. It mentions the company's focus on research and development, its status as a national-level enterprise, and its various awards and certifications, including being a national-level enterprise and a national-level enterprise. The text also mentions the company's commitment to quality and its focus on research and development.

The '联系我们' (Contact Us) section provides the following information:

- 曾杰 13073655819
- 高老师 13967476289
- 孙老师 18967663313

The '产品目录' (Product Catalog) section lists various products, including '保健食品' (Health Food), '健康用品' (Health Products), '个人护理' (Personal Care), and '其他产品' (Other Products).

The '资讯中心' (Information Center) section lists various news items, including '康力产品上架公告' (Kangli Product Listing Announcement), '服务指南使用指南' (Service Guide Usage Guide), '网站产品解读' (Website Product Interpretation), and '我们为什么要注册和广东康力' (Why We Registered in Guangdong Kangli).



为健康而努力  
For Healthy Life

招商热线: 13073655819

导航菜单 Navigation

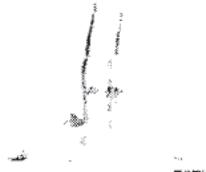
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- 联系我们 →

产品目录 Product List

- ▶ 保健产品
- ▶ 健康用品

□

美国瑞纳生命活性能浓缩精华



品名: RENA  
规格: 15ml\*2  
类别: 美容护肤品  
价格: 1020元

生产商: 广东康力医药有限公司

S

产品推荐



联系我们

Contact Us

刘刚  
曾杰 13073655819  
陈广学  
高老师: 13967476289

美国瑞纳生命活性能浓缩精华

会员价格: 1020元  
PV值: 816

美国瑞纳生命活性能浓缩精华

品名: 瑞纳精华 15ml\*2 类别: 美容护肤品  
生产商: 广东康力医药有限公司 美国瑞纳生命  
1020元 PV值: 816 RENA含有最丰富的胶原蛋白  
(+ 酪氨酸)

**Kangli does NOT  
purchase their  
serum product from  
American Rena !**

<< 1 2 3 >> 转到

Many more sell the same product (15ml to 440 lbs):

**2008·美容界的震撼新**  
**——液态整形** **LIFE POWER**  
 liquid plastic expert

只需简单一喷，5秒时间轻松搞定  
 从此远离化妆品、眼霜，简单就是简单  
 拉提/紧致/抚平/祛痘/美颜/整形 一次完成  
 因为效果太神奇，所以你不会不相信  
 能喷能喝的美容极品，  
 不怕你不信，就怕比你不试  
 一款产品让你打遍天下无对手



**诚招各地市代理商加盟**



**海南天泉实业** 山东办事处电话：1-5153-4777  
 地址：海南海口市美兰区...  
 电话：0898-36611111

国际著名研究中心重大科技突破革命性的护肤产品  
 International Research Center Major Scientific Breakthrough Revolutionary Skin Care Product

30万次的科学实验

300,000 Of The Scientific Experiments

30万例的临床验证

300,000 Cases Of Clinical Test

**细 细 打**

立即效果-提升除皱看得见

人群使用反馈报告

Feedback On The Use Of Life Power

7天 皱纹减浅80% 肌肤重拾弹性

7 Days Fine Wrinkle Reduction 80% Skin Regain Elasticity

15天 深层皱纹减浅80% 肌肤紧致亮泽

15 Days Deep Wrinkle Reduction 80% Skin Firmness Brightening

除皱之前



除皱之后



除皱之前



除皱之后



除皱之前

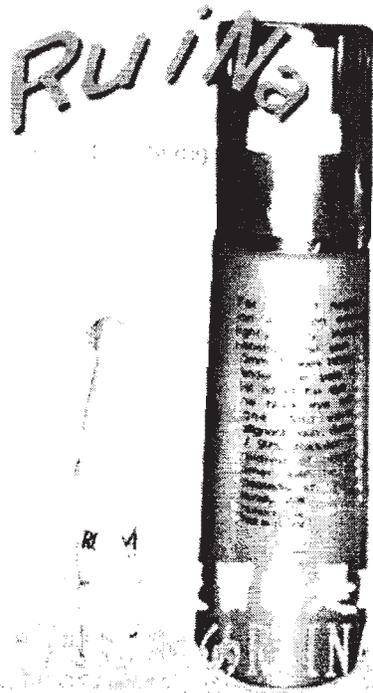


除皱之后





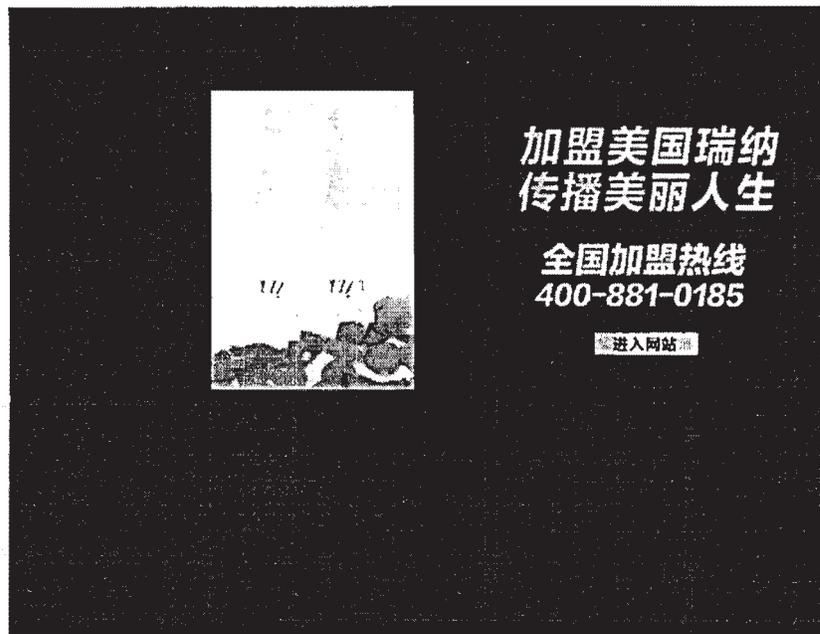
Many more sell the same product:



作者:

见证生命的奇迹 — 美国瑞纳远红外负离子活化能

Page 1 of 1



35. Marketing descriptions and literature of the product used by Wanzhu Li are stolen from companies in China. Wanzhu Li does NOT own these materials. <http://www.kl-zj.com/main.aspx?cid=2012080015>



为健康而努力

For Healthy Life

招商热线: 13073655819

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- 液体产品使用证明
- 液体产品培训
- 液体产品营销推广方案
- 液体产品——液体产品上市
- 液体产品的发展前景
- 液体产品在美容行业的应用
- 液体产品——液体产品上市
- 液体产品的市场前景

瑞纳产品解读

作为液态整形产品，瑞纳水的效果，能把针剂给PK下去，这个小鱼雷刚刚问世，就引起了美容界的震撼和轰动！

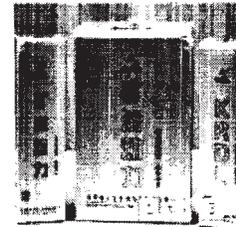
很多人问这到底是一个什么东西？是化妆品？不是。是美容品？也不是。是保健品？还不是。为什么这一款产品，几乎可以解决所有皮肤问题，瘦脸，拉皮，去皱，增白，淡斑，去油，去疤，紧缩毛孔？为什么这款产品一喷就见效，立竿见影？还有人问为什么这个产品吃了，血压能调，血糖能降，颈椎上的，胃上的，哮喘上的，中风偏瘫的，甚至癌症都能调，它到底治什么病？我说她不是医，也不是药，这个产品什么病都不治，她是专治细胞的。那到底她起什么作用？很简单，3句话，透皮吸收，深度排毒，活化细胞。

大家看看这个产品叫什么名？瑞纳液态远红外碱性负离子活化能，很长，但就这名字，搞透了，就全明白了。里面是啥？液态远红外线，碱性负离子，落脚点活化能，说白了，就是活化细胞的能量。老美取名字还是很有一套的。

小鱼雷也是出身名门世家，来自美国洛杉矶的瑞纳集团，纯正的美国进口产品。产品都是空运过来的。瑞纳是一家以研发立命的著名配方企业。以Robert为首的科学家团队，一直在探讨人类衰老和美丽的话题。两次获得诺贝尔奖的得主鲍林博士（这种殊荣迄今只有两人，其一是居里夫人），经过17500例动物自然死亡实验，和3000例人类自然死亡实验，得出惊人的结论：人类的皮肤老化和健康问题，归根结蒂都是源于缺乏矿物质所致。在他的理论指导下，瑞纳十几年来终于开发了瑞纳这款液态远红外线产品。

这款液态远红外线产品，取材于117中天然矿物质，其中含锗，硒，锌，铜，黄金，白银等，真金白银，24K的黄金。然后通过天然矿物质的“非热生物效应与“聚合酶链式反应”技术，有史以来第一次把矿物质液态化，开创了药用矿物质新纪元。同时这种液态矿物质，就会释放大量的液态远红外线，而且大量释放碱性的负离子。这是任何一种产品所无法替代的，是世界上最先进的兼具保健功能又起到治疗作用的高科技专利产品，为21世纪极具代表性，超现代、新型、非常惊奇幻想的新型物质，是宇宙生命科学领域技术的重大突破。

产品推荐



联系我们  
For Contact Us

曾杰 13073655819  
葛老师 13967476289  
孙老师 18967663313



瑞纳



产品名: (同前)  
成分表: (同前)  
使用说明: (同前)



[U]轻轻一喷，通过透皮吸收，渗透皮肤30-50mm,穿透表皮，真皮，皮下组织，然后深度排毒，把皮肤里的毒素（代谢垃圾，化妆品残余，螨虫等）清理排出，然后将这里的117种液态化的矿物质迅速输送给细胞，改善细胞内环境，激活细胞，增加胶原蛋白密度，使细胞充满弹性，瞬间拉皮去皱瘦脸紧致脸部轮廓，不动刀，不动枪，达到液态整形的神奇效果。

而且可以内服，连婴儿孕妇都可以用，没有激素，没有依赖性。喝下去后，随着血液循环无处不在的释放远红外线，不通过肠胃直接被细胞吸收，深度清理体内的三毒（血毒，体毒，表毒），然后迅速给细胞补充117种矿物质，激活细胞，从细胞层面解决健康问题。一个周期三个月的调理，对各种炎症（眼睛炎症，鼻炎，呼吸道炎症，妇科炎症，痔疮，脚气，皮肤炎症），各种痛症（牙痛，颈椎痛，偏头痛，风湿关节痛，结石痛，腰腿痛，外伤疼痛），对各种血液循环毛病（三高，乳腺增生，心脏病，头晕，手脚发凉，面瘫 甚至对癌症 乳腺癌，肺癌，胃癌，还有牛皮癣，白癜风，哮喘 都有很好的效果。喷一喷，喝一喝，3个月一周期，4个周期全面年轻5—20岁，由内而外，真正打造健康的美！那很多人就问你，为什么那么好阿？那么神奇啊？你讲的这个好像大力丸似的。当你把下面这三点研究完了明白之后，你所有的问号，所有的疑问，所有的问题就全都解决了

### 液态远红外线

我们知道太阳光里有远红外光线，没有它，万物都不能生长，所以远红外又称人类生命之光。现在有把远红外线用到衣服里面的，做袜子，床被，围脖，现在流行的汗蒸房，其实也是利用了那些电气石释放远红外线，调节人体的代谢和循环。但这些都是固体远红外。

把远红外做到水里，这是我们第一次见到，这也是瑞内公司的独创，人类第一次把固体远红外线变成液态，也是第一次把远红外引进到体内，一旦变成液态其能量就会发生突变，比如在固态下，能量受温度影响，温度越高，效果越好，到80度达到极致，但我们穿衣戴帽，能到80度吗？不能，就是桑拿也达不到80度。但液态就不一样，只要温度达到10度，其能量，波长，穿透率就会达到极致。我们做的苦丁茶示范，大家有没有印象？为什么瞬间变色，这就说明了液态远红外线能量强，自由穿透细胞膜，把好的带进去，把代谢垃圾，毒素带出来，达到透皮吸收的效果，这也就是为什么你在脸上轻轻一喷，瞬间渗透皮肤30-50mm,穿透你的表皮，真皮，皮下组织。没这个不成，再好的护肤品也70%被浪费了。

这种[U]放射性的透皮吸收功能，同时也很好的解决了肠胃不吸收不消化的毛病，我们身边是不是有人一天几大碗米饭，愣是嘎巴瘦？吸收不行，就是吃了很多山珍海味还说，为什么我的体质还是那么差，不是没效果，是你那肠胃吸收不行，糟蹋钱呢。但用了瑞纳水，直接透皮吸收，不经过肠胃，直接作用到细胞，被细胞吸收。细胞好了，各位你的身体会不会好？当然会好。所以瑞纳水喝了不经过胃，反过来调养胃，为什么有顾客说我体重增加了，我的萎缩性胃炎好些了，就是这个原因。

**36. Longli Chi in Jiangsu and RUINA in Liaoning, PRC sell the same product in the same bottles in China under the names “RENA” and “RUINA.”**

**<http://dingzhengshan.china.b2b.cn/product/product-718658168.htm>**

- Large manufacturing and sales in China.
- Obtained a China MLM license in 2007
- Started selling the China-made RENA product in 2007



# 隆力奇直销

企业首页 产品中心 国际品牌 品牌展示 招商信息 加盟招商 品牌加盟 品牌合作 品牌代理

## 产品搜索

全部产品分类: 美容护肤 (1) 母婴用品 (1) 家居用品 (1) 办公用品 (1) 电子产品 (1) 运动器材 (1) 健身器材 (1) 户外用品 (1) 宠物用品 (1) 玩具用品 (1) 其他用品 (1)

产品分类  
全部产品分类  
美容护肤  
母婴用品  
家居用品  
办公用品  
电子产品  
运动器材  
健身器材  
户外用品  
宠物用品  
玩具用品  
其他用品



产品名称: 隆力奇离子活能活肤液  
1580.00元/支

立即购买

## 产品分类

- 全部产品分类
- 美容护肤
- 母婴用品
- 家居用品
- 办公用品
- 电子产品
- 运动器材
- 健身器材
- 户外用品
- 宠物用品
- 玩具用品
- 其他用品

## 相关产品

相关产品: 隆力奇离子活能活肤液

## 历史浏览记录

- 隆力奇离子活能活肤液
- 隆力奇离子活能活肤液



## 产品描述

**产品描述** 隆力奇离子活能活肤液

产品描述: 隆力奇离子活能活肤液是以近百种纯天然矿物质为主要原材料,采用高科技提纯技术提取的离子化新型物质。液态远红外线放射体物质(离子),是人类认识和使用固体远红外线产品及技术的又一次重大突破,是固体远红外线产品及其它产品无可比拟的超现代化高科技产物。因固体远红外线产品需要在100℃以上时,才能大量释放大量远红外线,人们方能受益于固体远红外线,而液态远红外线放射体在37℃时,就可以大量释放大量远红外线,放射率的波长和深度远远超过固体远红外线放射体。液态远红外线产品对人类及世界生命科学领域有着不可低估的益处,和广泛应用的價值。产品无色、无味、无毒性、无公害,属液态纯天然矿物质和有机物、无机物、有机离子化的新型物质——碱性离子活能(离子)。可预防及治疗因矿物质缺乏所导致的亚健康、酸性体质、过敏体质等所引起的各种疾病。能够消除病原菌、顽固性细菌、顽固性病毒。在免疫功能方面极其重要的酶抗体的生成能力可增加200%。是目前任何一种产品所无法替代的,是世界上最先进的既具有保健功能又起到治疗作用的高科技专利产品。对各种癌症的治疗及:心脏病、糖尿病、高血压、关节炎、神经系统疾病、遗传病、风湿病和恶性皮肤病、可谓生命活能。对各种伤口的处理、烧烫伤的治疗、愈合速度快,排毒效果好。即可内服又可外用。可反复使用无需清洗伤口,在治疗方面起到神奇功效。

本产品为21世纪极具代表性,超现代一流的高科技新型物质,是宇宙生命科学领域技术的重大突破,它对细胞的活化效果有着特殊的神奇功效。由于它可使人类各种疾病的酸性体质,转变为弱碱性体质,达到一个纯健康体质的人,就足以证明其产品的效果具有非凡的功效,真正意义上让你健康年轻不是梦,得以成真。人类在绿色生命科学领域探寻了多年,液态碱性离子活能产品是最理想的产品之一,为世间生命体所用之首选。因为它涵盖着抗衰老、无病害、延长寿命等方面有着强大的动力能。因此,该产品即是人类生活中不可缺少的元素,只是生命科学领域的宝贝。

**产品的医疗功效:**  
抗电磁波、防静电、防止皮肤老化、毒素分解、油脂分解、防紫外线、抗菌、除臭、保湿、止痛、消炎、抗氧化、抗癌、酶生成、转变体质、改善睡眠、分解脂肪、活化细胞

**产品对人体健康、皮肤美容的功效:**

Longli Chi and RUINA do NOT buy their serum product from American Rena!



## **Exhibit 4**

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SIS-JOYCE INTERNATIONAL CO. LTD. and  
ALICE LIN

InHouse Co 11/6/13 9:49 AM  
Deleted: LEON E. JEW (SBN: 219298)

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

American Rena International Corp., a  
California corporation; WanZhu  
"Kathryn" Li, an individual; and Robert  
M. Milliken, an individual,  
Plaintiffs,

vs.

Sis-Joyce International Co. Ltd., a  
California corporation; Alice "Annie"  
Lin, an individual; Robert Simone, an  
individual; Christine "Nina" Ko, an  
individual; and DOES 3-10  
Defendants.

Case No. 12-06972-FMO (JEMx)

**DEFENDANTS SIS-JOYCE  
INTERNATIONAL CO. LTD. AND  
ALICE LIN'S SECOND AMENDED  
COUNTERCLAIMS.**

InHouse Co 11/6/13 9:49 AM  
Deleted: ANSWER, AFFIRMATIVE  
DEFENSES, AND

**JURY TRIAL DEMANDED**

InHouse Co 11/6/13 9:49 AM  
Deleted: TO PLAINTIFFS' FIRST-AMENDED  
COMPLAINT

And related cross-action.

Defendants Lin and Sis-Joyce, for their counterclaims against American  
Rena International Corporation (hereinafter "Rena"), WanZhu "Kathryn" Li  
(hereinafter "Li") and Robert M. Milliken (hereinafter "Milliken"), collectively  
referred to as Counter-defendants, hereby allege as follows:

DEFENDANTS SIS-JOYCE INTERNATIONAL CO. LTD. AND ALICE LIN'S AMENDED ANSWER,  
AFFIRMATIVE DEFENSES AND COUNTERCLAIMS TO PLAINTIFFS' FIRST-AMENDED COMPLAINT  
CV-12-06972-FMO (JEMx) - 1

InHouse Co 11/6/13 9:50 AM  
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**PARTIES**

1. Rena is, and at all times mentioned herein was, a corporation residing and doing business in the State of California.
2. Li is, and at all times mentioned herein was, residing and doing business in the State of California.
3. Milliken is, and at all times mentioned herein was, residing and doing business in the State of California.
4. Sis-Joyce is, and at all times mentioned herein was, residing and doing business in the State of California.
5. Lin is, and at all times mentioned herein was, residing and doing business in the State of California.
6. On August 13, 2012, Li, Milliken and Rena filed their original Complaint against Sis-Joyce, Lin, et al, in the United States District Court, Central District of California.
7. On March 27, 2013, Li Milliken and Rena filed their First Amended Complaint against Sis-Joyce, Lin, et al, in the United States District Court, Central District of California.

**JURISDICTION AND VENUE**

8. This Court has subject matter jurisdiction over Lin and Sis-Joyce’s counterclaims pursuant to 15 U.S.C. §1119, §1125 and 28 U.S.C. §1331, §1338(a) and §2201.
9. Personal jurisdiction over Plaintiffs is proper because Plaintiffs are and were residing doing business in the State of California.

1 10. Although the best venue lies in the U.S. District Court for the District of  
2 Northern California, venue would be alternatively proper in this judicial  
3 district.

4 **ALLEGATIONS**

5  
6 11. Before Sis-Joyce was incorporated, Lin was doing business as sole  
7 proprietor, selling various products including body and beauty care  
8 cosmetics. Lin and Sis-Joyce started using and sold products with the mark  
9 ARëna in 1999. After Sis-Joyce was incorporated on October 21 of 2010, it  
10 was authorized by Lin to use the mark ARëna for body and beauty care  
11 cosmetics exclusively.

12 12. Lin filed an application for registering the mark ARëna under International  
13 Class (IC) 003 with US Patent and Trademark Office (USPTO) on  
14 December 9, 2010 and the application for registration was approved on July  
15 26, 2011 with a Registration No. 4002069. As shown in EXHIBIT A, the  
16 print-out of the USPTO registration information for the mark, the mark is  
17 used to the Goods and Services of “body and beauty care cosmetics”. The  
18 color(s) purple is/are claimed as a feature of the mark. The mark consists of  
19 the words "NEW!", "ARËNA" and "ACTIVATION ENERGY SERUM" in  
20 purple stylized font and a purple oval surrounding the word "NEW!".  
21 However, “NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE  
22 "NEW!" AND "ACTIVATION ENERGY SERUM" APART FROM THE  
23 MARK AS SHOWN.”

24 13. Li filed an application for registering a standard character mark RENA  
25 BIOTECHNOLOGY under IC 005 with USPTO on September 5, 2006 and  
26 the application for registration was approved on November 6, 2007 with a  
27 Registration No. 3332867. As shown in EXHIBIT B, the print-out of the  
28 USPTO registration information for the mark, the mark is used to the Goods

1 and Services of “dietary and nutritional supplements, etc.” No claim is made  
2 to the exclusive right to use “biotechnology” apart from the mark as shown.

3 14. As owner of the federally registered trademark ARëna Activation Energy  
4 Serum, Lin authorized Sis-Joyce the exclusive right to use the mark on its  
5 products. Rena’s use of the mark RENA BIOTECHNOLOGY (Registration  
6 No. 3332867) on directly competing body and beauty care cosmetics  
7 products is likely to cause confusion, cause mistake, or deceive consumers  
8 as to the affiliation, connection or association of Rena and its products with  
9 those of Sis-Joyce, and is likely to cause confusion, cause mistake or deceive  
10 consumers as to the origin, sponsorship or approval by Sis-Joyce of Rena’s  
11 products. Rena’ use of the RENA BIOTECHNOLOGY trademark  
12 (Registration No. 3332867) along with products such as Activation Energy  
13 Serum has infringed and is infringing Lin’s ARëna Activation Energy Serum  
14 trademark.

15 15. On information and belief, Counter-defendants closed their business  
16 operations in the United States for almost two years from approximately  
17 September 29, 2010 to July 12, 2012. During that period, Li’s RENA  
18 BIOTECHNOLOGY trademark (Registration No. 3332867) was not in use  
19 in commerce.

20 16. On information and belief, Counter-defendants have made a deliberate  
21 attempt in eliminating one of its competitors, Sis-Joyce, through a  
22 calculated, false and malicious attempt in harming Sis-Joyce’s integrity,  
23 business and reputation. On September 8, 2012 and September 15, 2012,  
24 Counter-defendants published a whole page paid advertisements in the  
25 World Journal Chinese Newspaper maliciously accusing Sis-Joyce and its  
26 product, ARëna Activation Energy Serum, of counterfeit, infringement,  
27 fraud and other wrong-doings.

28 17. On information and belief, On September 9, 2012 and September 11, 2012,  
Rena released further public announcements on their website in furthering

1 their deliberate attempt in harming Sis-Joyce and Lin's integrity, business  
2 and reputation. By announcing to the public that Sis-Joyce and Lin have  
3 operated their business on an alleged fraudulent basis, Counter- defendants  
4 have caused harm to the Counter-claimants.

5 18. On information and belief, Counter-defendants have made it recklessly  
6 known to consumers and the public that Sis-Joyce and its products are based  
7 on counterfeit, infringement, fraud and other wrongdoings. Through the  
8 newspaper advertisement and Rena's website announcements, Counter-  
9 defendants have made false, malicious, libelous, defamatory statements  
10 against Sis-Joyce and Lin in a public domain. Counter-defendants' actions  
11 have deliberately caused Counter-claimants harm.

12 19. On information and belief, Counter-defendants' business is operated based  
13 on a fraudulent and illegal pyramid scheme. They set-up and operate an  
14 endless chain scheme. They recruit agents to distribute their fraudulent  
15 products to the underground channels in Mainland China. To be recruited, a  
16 participant has to pay a valuable consideration for the chance to receive  
17 compensation for introducing one or more additional persons into  
18 participation in the scheme. Counter-defendants' products are not available  
19 in the market place. Only recruited agent or participant, who has a unique  
20 user name and password, can access to his or her account associated with  
21 Counter-defendants' system via their website and make purchase order.

22 20. Rena continuously makes fraudulent advertisements. For example, Rena  
23 announced that its products were developed by its seventy-five (75) doctors  
24 and scientists. In fact, the products was developed by and purchased from  
25 an independent supplier in Mainland China and was packed in the United  
26 States.

27 21. Rena claims that its products are approved by the United States of America  
28 Food and Drug Administration (FDA) on the products itself. In fact, Rena's

1 products are not FDA approved and Counter-defendants have made a  
2 deliberate attempt to deceive and defraud the public and the consumers.

3 22. Rena further claims to the public consumers that its products are patented,  
4 which is flatly false. Counter-defendants have made a deliberate attempt to  
5 deceive and defraud the public and consumers.

6 23. Rena has made public claims that its products will aid “in the treatment of  
7 all kinds of cancers, AIDS, heart disease, diabetes...” Counter-defendants  
8 have made a deliberate attempt to deceive and defraud the public and  
9 consumers.

10 24. Rena claims that its products are endorsed by celebrities like Arnold  
11 Schwarzenegger, when in fact, he did not. Instead, Counter-defendants have  
12 a continued pattern of making deceitful, false and fraudulent statements to  
13 the public and consumers.

14 25. On information and belief, Counter-defendants’ have engaged in deliberate,  
15 fraudulent and illegal business practices in providing a Green Card “prize”  
16 in obtaining United States Permanent Residency for the customer and their  
17 family after a customer/member achieves certain sales and recruitment goals.  
18 Counter-defendants further provide instructions to its “Green Card prize  
19 winners” to obtain welfare, housing and other government subsidies at  
20 taxpayers’ expenses. Counter-defendants’ deliberate actions have violated  
21 Federal laws.

22 26. On information and belief, Counter-defendants have committed financial  
23 crimes, willful concealment, money laundering, underreporting and non-  
24 reporting of sales and revenues. In Counter-defendants’ Complaint, they  
25 claimed that they have nearly 100,000 sales agents worldwide (*p.* 26, ¶5). In  
26 the actual practice of a multi-level marketing pyramid scheme, a member is,  
27 in fact, a count of a completed sale and is defined as one who has purchased  
28 and paid for one (1) order valued at between \$1,900 to \$5,900. Each  
completed sale, or order, is assigned a sequential “member” identification

1 number. The equivalence of 100,000 “sales” equals to the completed sale of  
2 nearly 100,000 orders valued at between \$190 million to \$590 million in  
3 revenue.

4 27. On information and belief, Plaintiffs’ Complaint claims that its revenue is  
5 up to \$30 million for 2010 and \$2.5 million per month for parts of 2011.  
6 There is a huge discrepancy in the difference between the 100,000  
7 completed sales that agents have generated of hundreds of millions of dollars  
8 to the tens of millions of dollars in sales that is claimed in the Counter-  
9 defendants’ Complaint. Instead, the Counter-defendants have deleted, en  
10 masse, records of completed sales in their database. The result of deleting  
11 sales transactions equals to hundreds of millions of dollars of unreported  
12 revenue in order to evade domestic and foreign government taxes and duties.

13 28. On information and belief, Counter-defendants have deliberately concealed  
14 sales revenues of U.S. shipments to a company in China to willfully and  
15 illegally avoid state and federal taxes. In the process of this conduct,  
16 Counter-defendants have provided misrepresentations and false information  
17 to several domestic and foreign tax and customs agencies.

18 29. On information and belief, Counter-defendants have deliberately provided  
19 false information to the People’s Republic of China’s General  
20 Administration of Customs and the State Administration of Taxation. Li in  
21 particular, is currently a fugitive from justice in China. Counter-defendants  
22 Li and Rena are currently under investigation for criminal activities by the  
23 People’s Republic of China’s General Administration of Customs and the  
24 State Administration of Taxation.

25 30. On information and belief, Counter-defendants have willfully and illegally  
26 concealed and laundered money to their Chinese company called SH  
27 (Shanghai) Jingyun Info Ltd. For instance, when American agents purchase  
28 products from Rena, payments are made directly to SH Jingyun Info Ltd. in  
China, where agents are forced to pay currency exchange fees.

**COUNTERCLAIM ONE**

**(Federal Trademark Infringement)**

**(By Counter-claimants against Rena and Li)**

- 31. Counter-claimants incorporate and re-allege paragraphs 1-30 of the Counterclaims.
- 32. Counter-claimants have exclusive rights to the federally registered “ARëna Activation Energy Serum” trademark (Registration No. 4002069) on IC 003 products, i.e., “body and beauty care cosmetics”.
- 33. Although the “RENA BIOTECHNOLOGY” mark (Registration No. 3332867) was registered for IC 005 products, Counter-defendants used the “RENA BIOTECHNOLOGY” mark (Registration No. 3332867) on IC 003 products, i.e., “body and beauty care cosmetics”.
- 34. Counter-defendants knew that Counter-claimants were using the ARëna Activation Energy Serum mark (Registration No. 4002069) on IC 003 products, i.e., “body and beauty care cosmetics”.
- 35. Due to the similarity between RENA and ARëna, Counter-defendants’ use of “RENA BIOTECHNOLOGY” (Registration No. 3332867) on IC 003 products, i.e., “body and beauty care cosmetics” has caused confusion and thus infringed and is infringing Counter-claimants’ trademark rights in the ARëna Activation Energy Serum mark (Registration No. 4002069).
- 36. Counter-defendants’ intentional and willful infringement has caused significant harms to Counter-claimants.
- 37. As a direct result of Counter-defendants’ actions, Counter-claimants demands judgment against Counter-defendants in an amount deemed by this Court to be just and fair and in any other way in which the Court deems appropriate.

**COUNTERCLAIM TWO**

**(Common Law Trademark Infringement)**

**(By Counter-claimants against Rena and Li)**

DEFENDANTS SIS-JOYCE INTERNATIONAL CO. LTD. AND ALICE LIN’S AMENDED ANSWER,  
AFFIRMATIVE DEFENSES AND COUNTERCLAIMS TO PLAINTIFFS’ FIRST-AMENDED COMPLAINT  
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38. Counter-claimants incorporate and re-allege paragraphs 1-37 of the Counterclaims.

39. Counter-claimant Lin had used ARëna as a word mark before American Rena International Corp. was established.

40. Within the market of body and beauty care cosmetics, Lin’s use of ARëna has gained substantial goodwill and secondary meaning.

41. Due to the similarity between the words RENA and ARëna, Counter-defendants’ use of “RENA BIOTECHNOLOGY” (Registration No. 3332867) on IC 003 products, i.e., “body and beauty care cosmetics” has infringed Counter-claimants’ common law rights in the word mark of ARëna.

42. As a direct result of Counter-defendants’ actions, Counter-claimants demands judgment against Counter-defendants in an amount deemed by this Court to be just and fair and in any other way in which the Court deems appropriate.

**COUNTERCLAIM FOUR**

**(Trademark Cancellation)**

**(By Counter-claimant Lin against Rena and Li)**

43. Counter-claimants incorporate and re-allege paragraphs 1-42 of the Counterclaims.

44. Counter-claimants have exclusive rights to the federally registered ARëna Activation Energy Serum mark (Registration No. 4002069) on IC 003 products, i.e., “body and beauty care cosmetics”.

45. Although the “RENA BIOTECHNOLOGY” mark (Registration No. 3332867) was registered for IC 005 products, Counter-defendants used the “RENA BIOTECHNOLOGY” mark (Registration No. 3332867) on IC 003 products, i.e., “body and beauty care cosmetics”.

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**COUNTERCLAIM THREE**  
**(Declaratory Judgment of Non-Infringement)**  
**(By Counter-claimants against Rena and Li)**  
<#> Counter-claimants incorporate and re-allege paragraphs 1-42 of the Counterclaims.  
<#> An actual and justiciable controversy has arisen and now exists between Counter-claimants, on the one hand, and Counter-defendants Li and Rena, on the other hand, concerning their respective rights and duties with respect to (i) Lin’s trademark (Registration No. 3332867), and (ii) Li’s trademark (Registration No. 4002069).  
<#> A judicial determination is necessary and appropriate at this time under the circumstances in order that Counter-claimants may ascertain their rights and duties with respect to the word RENA and ARëna.  
<#> Counter-defendants cannot preclude Counter-claimants from using ARëna on IC 003 products.  
<#> Because Counter-defendants’ mark RENA BIOTECHNOLOGY (Registration No. 3332867) is for IC 005 products, i.e. “dietary and nutritional supplements, etc.”, Counter-claimants’ mark ARëna (Registration No. 4002069) is for IC 003 products, i.e., “body and beauty care cosmetics,” Counter-claimants’ use of their mark on IC products does not infringe Counter-defendants’ mark at all.  
<#> Counter-claimants have not and do not infringe any valid trademark rights that Li and Rena may have in the word RENA. Sis-Joyce’s use of the word ARëna is not likely to cause confusion, to cause mistake, or to deceive the consuming public as to source of origin, source, or affiliation.  
<#> Pursuant to 15 U.S.C. §1117(a), Counter-claimants are entitled to an award of its attorneys’ fees incurred in litigating this declaratory judgment claim because Plaintiffs’ infringement claims are groundless and contrary to settled law, thereby establishing that this is an exceptional case for purpose of awarding attorneys’ fees.

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1 46. Counter-defendants knew that Counter-claimants were using the ARëna  
2 Activation Energy Serum mark (Registration No. 4002069) on IC 003  
3 products, i.e., “body and beauty care cosmetics”.

4 47. Due to the similarity between RENA and ARëna, Counter-defendants’ use  
5 of “RENA BIOTECHNOLOGY” (Registration No. 3332867) on IC 003  
6 products, i.e., “body and beauty care cosmetics” has caused confusion and  
7 thus infringed and is infringing Counter-claimants’ trademark rights in the  
8 ARëna Activation Energy Serum mark (Registration No. 4002069).

9 48. Counter-defendants’ intentional and willful infringement has caused  
10 significant harms to Counter-claimants.

11 49. Counter-claimants are, accordingly, entitled to an order directing that  
12 Counter-defendants’ infringing marks be cancelled.

13  
14 **COUNTERCLAIM FIVE**

15 **(Federal Unfair Competition under a Violation of the Lanham Act, § 43(A))**

16 **(By Counter-claimants against all Counter-defendants)**

17 50. Counter-claimants incorporate and re-allege paragraphs 1-49 of the  
18 Counterclaims.

19 51. Counter-Claimants’ use of the mark “RENA” to promote, market, or sell  
20 “body and beauty care cosmetics” in direct competition with SIS-JOYCE’s  
21 “body and beauty care cosmetics” products constitutes Unfair Competition  
22 pursuant to 15 U.S.C. § 1125(a).

23 52. Counter-Claimants’ use of the RENA mark is likely to cause confusion,  
24 mistake, and deception among consumers. Counter-defendants’ unfair  
25 competition has caused and will continue to cause damage to Counter-  
26 claimants, and is causing irreparable harm to SIS\_JOYCE for which there is  
27 no adequate remedy at law.  
28

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53. As a direct result of Counter-defendants' actions, Sis-Joyce demands judgment against Counter-defendants in an amount deemed by this Court to be just and fair and in any other way in which the Court deems appropriate.

**COUNTERCLAIM SIX  
(Trade Libel)**

**(By Counter-claimant Sis-Joyce against all Counter-defendants)**

54. Counter-claimants incorporate and re-allege paragraphs 1-53 of the Counterclaims.

55. Counter-defendants have made public statements through a whole page, paid, newspaper article as well as Rena's website notices regarding Counter-claimants. The paid advertisements and online notices include many derogatory statements that affect the marketability of Sis-Joyce's goods and services.

56. Counter-defendants intended the publication of the paid advertisements and website notices to cause pecuniary loss or reasonably should recognize that the publication will result in pecuniary loss of Sis-Joyce.

57. As a direct and proximate result of Counter-defendants' derogatory statements, Sis-Joyce has suffered pecuniary loss. Sis-Joyce's loss is at least \$10,000, which to be determined according to the proof at the time of trial.

58. Counter-defendants knew that such statements were false, inaccurate, misleading and deceptive and acted with reckless disregard of the truth.

59. Sis-Joyce demands judgment against Counter-defendants in an amount deemed by this Court to be just and fair and in any other way in which the Court deems appropriate.

**COUNTERCLAIM TWELVE  
(Defamation)**

**(By Counter-claimant Lin against all Counter-defendants)**

DEFENDANTS SIS-JOYCE INTERNATIONAL CO. LTD. AND ALICE LIN'S AMENDED ANSWER,  
AFFIRMATIVE DEFENSES AND COUNTERCLAIMS TO PLAINTIFFS' FIRST-AMENDED COMPLAINT  
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(California Statutory Unfair Competition)  
(By Counter-claimant Sis-Joyce against all Counter-defendants) .  
<#> Counter-claimants incorporate and re-allege paragraphs 1-66 of the Counterclaims. .  
<#> Counter-defendants' conducts described herein constitute fraudulent and unlawful business practices as defined by California Business & Profession Code § 17200 et seq. .  
<#> Counter-defendants have been operating an unlawful and fraudulent pyramid scheme and have engaged in an unfair and deceptive trade practice. One example of unfair and deceptive trade practice is the publication of the whole page, paid, newspaper advertisements, published on Rena's website. .  
<#> Counter-defendants' unfair and deceptive trade practice occurred in the course of their business and occupation. .  
<#> Counter-defendants' unfair and deceptive trade practice significantly impacts the public as actual or potential consumers of the Counter-defendants' goods and services. .  
<#> Sis-Joyce suffered injury in fact to a legally protected interest. .  
<#> Counter-defendants' unfair and deceptive trade practice caused Sis-Joyce's injury. .  
<#> As a direct result of Counter-defendants' actions, Sis-Joyce demands judgment against Counter-defendants in an amount deemed by this Court to be just and fair and in any other way in which the Court deems appropriate. .

COUNTERCLAIM EIGHT .  
(Common Law Unfair Competition) .  
(By Counter-claimant Sis-Joyce against all Counter-defendants) .  
<#> Counter-claimants incorporate and re-allege paragraphs 1-74 of the Counterclaims. .  
<#> Sis-Joyce's products have a firm holding within the body and beauty care cosmetic market. Consumers and sales representatives have a thorough under and knowledge that Sis-Joyce's products are associated with and originated from Sis-Joyce. .  
<#> Counter-defendants' recent and similar products, using a trademark registered under IC 005 products, i.e., dietary and nutritional supplements, have competed unfairly with Sis-Joyce's products and have caused damage to Sis-Joyce. .  
<#> As a direct result of Counter-defendants' actions, Sis-Joyce is entitled to an award of its actual damages according to proof at the time of trial. .

COUNTERCLAIM NINE .  
(Racketeer Influenced and Corrupt Organizations (RICO) Act Violation) .  
(By Counter-claimant Sis-Joyce against all Counter-defendants) .  
<#> Counter-claimants incorporate and re-allege paragraphs 1-78 of the Counterclaims. .  
<#> Since the inception of Rena, Counter-... [1]

1 60. Counter-claimant Lin incorporates and re-alleges paragraphs 1-59 of the  
2 Counterclaims.

3 61. On September 8 and 15, 2012, Counter-defendants wrongfully published in  
4 writing via full page, paid advertisements in a newspaper publication  
5 concerning cross-Claimants to thousands of people, including hundreds of  
6 Cross-claimants' subscribers. In the paid advertisements published through  
7 the World Journal Chinese Newspaper, Counter-defendants deliberately  
8 expressed, explicit and implied, false representations against Lin, such as but  
9 limited to:

- 10 A. Cross-claimants acted with criminal intent and performed criminal  
11 conduct; that Cross-claimants are criminals;
- 12 B. Cross-claimants stole from Counter-defendants;
- 13 C. Cross-claimants wrongfully distributed and sold unauthorized  
14 Rena's products;
- 15 D. Cross-claimants performed unlawful acts;
- 16 E. Cross-claimants wrongfully and deliberately attempted to engage  
17 in conduct for the purpose of undermining Lin's reputation.

18 62. Counter-defendants made further public announcements on their company's  
19 website on September 9, 2012 and September 11, 2012 in a deliberate  
20 attempt to cause further public defamation of Lin through deceitful and false  
21 statements.

22 63. Counter-defendants' public statements were made known to not only Cross-  
23 claimants' customers and other third parties, but to the masses.

24 64. The false representations were in writing and thus constitute libel.

25 65. Counter-defendants' statements imputed criminal conduct to Lin and  
26 negative qualities and injured Lin's reputation.

27 66. Counter-claimants also suffered direct loss of at least \$10,000, emotional  
28 distress and humiliation as well as embarrassment and other financial injury,  
also as a direct and proximate result of the libelous publications.

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**COUNTERCLAIM THIRTEEN**

**(Intentional Infliction of Emotional Distress)**

**(By Counter-claimant Lin against all Counter-defendants)**

67. Counter-Claimant Lin incorporates and re-alleges paragraphs 1-66 of the Counterclaims.

68. The above described conduct of Counter-defendants was extreme and outrageous and proximately caused Lin injury including extreme emotional distress as above described and as hereinafter set forth.

69. Counter-defendants' acts were perpetrated with a deliberate and premeditated malicious, oppressive and fraudulent intent intended to cause Lin severe emotional distress, humiliation, embarrassment and financial injury.

70. Counter-defendants intended to harm and injury Lin and intended to and did cause her extreme distress.

71. Counter-claimants were accused through four public publications on September 8, 2012, September 9, 2012, September 11, 2012, and September 15, 2012 that was wrongfully published by Counter-defendants to thousands of people, including hundreds of Counter-claimants' customers, of the above referenced false representations regarding Lin.

72. Counter-defendants' actions have thereby proximately caused Lin to suffer extreme embarrassment, humiliation and severe emotional damage and distress that has impacted her ability to function gainfully and caused financial hardship.

73. As a direct and proximate result of the wrongful publications of Counter-defendants, Lin has suffered severe financial hardship, emotional distress and embarrassment.

74. Counter-defendants are liable for general and special damages caused to and incurred by Lin for intentional infliction of emotional distress to her for

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injuries proximately caused to her according to proof at the time of trial. Lin is also entitled to punitive and exemplary damages according to proof.

**COUNTERCLAIM SEVENTEEN**

**(Cancellation of the '867 Trademark – Filing Fraudulent Statement of Use)**

**(By Counter-claimant Lin against Rena and Li)**

75. Counter-claimants incorporate and re-allege paragraphs 1-74 of the Counterclaims.

76. On 12th day of September 2007, Li filed a statement of use (the “Statement of Use”) wherein she claimed that the Mark “was first used by [herself], or [her] related company, licensee, or predecessor in interest at least as early as 02/01/2007, and first used in commerce at least as early as 02/01/2007 [...]”

77. At the time Li filed her Statement of Use, Li was aware that neither she nor any related company, licensee, or predecessor in interest had used the Mark in commerce.

78. Thirteen months subsequent to filing her Statement of Use, Li admitted that Rena did not begin using the Mark until sometime in 2008 -- directly contradicting her declaration under penalty of perjury in her Statement of Use.

79. Registration of the Mark was obtained fraudulently in that the Statement of Use filed by Li under notice of Section 1001 of Title 18 of the United States Code and signed electronically by David Bracken as Li’s attorney of record state that Li first began using the Mark in commerce as early as February 1, 2007.

80. Li’s averment regarding the date of first use is false in that Li was aware at the time the Statement of Use was filed that neither she, any related company nor licensee had used the Mark in commerce.

81. The averments made by Li through David Bracken in the Statement of Use were made with the knowledge and belief that said averments were false.

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1 Said false averment were made with the intent to induce the employees of  
2 the USPTO to grant Li a registration, and reasonably relying on the truth of  
3 Li's false averment, the USPTO did grant Registration No. 3,332,867 to Li.  
4 82. Li's claims in her Statement of Use regarding the date of first use for the  
5 Mark is a material misrepresentation that should affect the validity of the  
6 resulting Registration No. 3,332,867.  
7 83. Had the Examining Attorney of Application Serial No. 78/967,416 been  
8 aware of Li's knowledge that the Mark had not been used in commerce as of  
9 the filing date for Li's Statement of Use, the Examining Attorney would  
10 have refused registration of the application on the grounds that Li had not  
11 used the Mark in commerce.  
12 84. As a result, Li has made a knowing misrepresentation on a material matter in  
13 order to procure Registration No. 3,332,867.  
14 85. Further, On the 13th day of August 2012, Plaintiffs filed the instant  
15 case against Sis-Joyce *et al.* in the United States District Court for the  
16 Central District of California for trademark infringement and related claims.  
17 86. On the 30th day of November 2012, Sis-Joyce filed its answer to the  
18 Complaint. As its seventeenth affirmative defense, Sis-Joyce alleged that  
19 registration of the Mark was "subject to cancellation."  
20 87. On the 4th day of June 2013, Li filed a combined declaration of use under  
21 sections 8 and 15 (the "Declaration") to ensure the incontestability of the  
22 Mark. In the Declaration, Li stated there was no proceeding pending that  
23 involves her "right to register the [Mark] or to keep the [Mark] on the  
24 register."  
25 88. In fact, however, Sis-Joyce had alleged that registration of the Mark was  
26 subject to cancellation more than six months prior to Li Declaration.  
27 89. At the time Li filed her Declaration, Li was aware of Sis-Joyce's allegation  
28 that registration of the Mark was subject to cancellation.

1 90. The statement made by Li in her Declaration that there was no proceeding  
2 pending that involves her right to register the Mark or to keep the Mark on  
3 the register was made with the knowledge and belief that said statement was  
4 false. Said false statements were made with the intent to induce the  
5 employees of the USPTO to issue a notice that accepted and acknowledged  
6 the Declaration.

7 91. On 17th day of June 2013, the USPTO, reasonably relying on the truth of  
8 Li's false statement in her declaration, issued a notice that accepted and  
9 acknowledged the Declaration (the "Notice").

10 92. Li's statement in her Declaration regarding the absence of any pending  
11 proceedings that involves her right to register the Mark or to keep the Mark  
12 on the register is a material misrepresentation that should affect the validity  
13 of the Notice.

14 93. Had the Examining Attorney who issued the Notice been aware of Li's  
15 knowledge that the Lawsuit involving Li right to keep the Mark on the  
16 register, the Examining Attorney would have refused to issue the Notice.

17 94. As a result, Li has made a knowing misrepresentation on a material matter  
18 in order to procure the Notice.

19 95. On or about October 2013, Sis-Joyce notified counsel for Li and Rena that it  
20 intended to file a petition to cancel registration of the Mark. In response,  
21 counsel for Li and Rena offered to withdraw the Declaration.

22 96. The continued existence of Registration Number 3,332,867 is  
23 damaging to Sis-Joyce so long as it continued to be cited by Li and Rena as  
24 evidence for their claim of trademark infringement.

25 97. Counter-defendants' intentional and willful infringement has caused  
26 significant harms to Counter-claimants.

27 98. Counter-claimants are, accordingly, entitled to an order directing that '867  
28 Trademark be cancelled.

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 <#>Counter-claimants incorporate and re-allege paragraphs 1-108 of the Counterclaims. .  
 <#>Through Counter-defendants' deliberate attempt to eliminate Counter-claimants as one of its competitors, Counter-defendants made calculated and false publications to harm Counter-claimants. .  
 <#>Counter-defendants' interference with Cross-claimants by intentionally and wrongfully inducing Cross-claimants customers and potential clientele to cease further business with Counter-claimants. The interference is the proximate cause of Cross-claimants' direct loss of at least \$10,000 and other financial losses that interrupted and terminated Cross-claimants' contractual relationships with its established customers to potential clientele, thereby damaging Cross-claimants according to proof at the time of the trial. .  
 <#>Counter-defendants published deliberate misrepresentations as to Cross-claimants' character, integrity, honesty and performance that were perpetrated for the premeditated and precise purpose of interrupting and severing Cross-claimants' contractual relationships with its established customers, inducing them to breach their contractual promises to Cross-claimants. .  
 <#>The conduct by Counter-defendants has caused Cross-claimants severe emotional distress and irreparable harm to their reputation in addition to financial, monetary and pecuniary damages. .

**COUNTERCLAIM FIFTEEN . (Constructive Trust) . (By Counter-claimants against all Counter-defendants) .**  
 <#>Counter-claimants incorporate and re-allege paragraphs 1-113 of the Counterclaims. .  
 <#>As detailed above, Counter-defendants have engaged and continue to engage in deceptive, wrongful conduct resulting in trademark infringement and unfair competition. Counter-claimants are entitled to recover any profits that Counter-defendants have realized as a result of their wrongful activities. .  
 <#> Counter-claimants are not presently aware of where Counter-defendants may have deposited much of their illegally realized profits resulting from the wrongful acts detailed in this complaint. Counter-claimants anticipate that such illegally realized profits, whether in bank accounts or in the form of real or other personal property, will be traced in this action. (Dkt. 98-1, no. 63, 65, 66, 67, 68, 70). .  
 . Additionally, Counter-defendants have committed financial crimes of willful concealment, money laundering, underreporting and non-reporting of sales and revenues. (... [2]

**PRAYER FOR RELIEF**

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2 WHEREFORE, Counter-claimants respectfully request that the  
3 Court enter judgment in Counter-claimants' favor and against Counter-  
4 defendants providing as follows:

- 5 1. That Counter-defendants:
- 6 A. Willfully infringed and is willfully infringing Counter-claimants'  
7 rights in the federally registered trademarks as set forth in 15  
8 U.S.C. § 1114;
- 9 B. Committed and is committing acts of false designation or  
10 origin, false or misleading description of fact, and false or  
11 misleading representation against Counter-claimants as set forth in  
12 15 U.S.C. § 1125(a); and
- 13 C. Unfairly competed and are unfairly competing with, and has  
14 injured and is injuring the business, reputation and goodwill of  
15 Counter-claimants, through the acts set forth in this SECOND  
16 AMENDED counterclaim.
- 17 2. That the Court issue an injunction against Counter-defendants and their  
18 officers, agents, representatives, servants, employees, attorneys,  
19 accountants, successors and assigns, and anyone in active concert with  
20 Counter-defendants from:
- 21 A. Unauthorized advertising, offers to sell, sales or  
22 distributions of products protected by Counter-claimants'  
23 trademarks;
- 24 B. Manufacturing, assembling, producing, distributing, offering  
25 for distribution, circulating, selling, offering for sale,  
26 advertising, importing, promoting or displaying any product or  
27 thing bearing any simulation, reproduction, counterfeit, copy or  
28 colorable imitation of Counter-claimants' products;
- C. Engaging in any other activity constituting infringement of

1 Counter-claimants' trademarks;

2 D. Using any false designation of origin or false description that can  
3 or is likely to lead to the trade or public or individuals to believe,  
4 erroneously, that any product or thing has been manufactured,  
5 assembled, produced, distributed, offered for distribution,  
6 circulated, sold, offered for sale, imported, advertised,  
7 promoted, displayed, approved or authorized by or for Counter-  
8 claimants, when such is not true in fact;

9 E. Disposing of or destroying any records or documents or related  
10 materials that relate to or show, indicate, reference or  
11 otherwise indicate that Counter- defendants advertised,  
12 imported, manufactured, sold or distributed any products that  
13 bear marks likely to cause confusion or mistake with  
14 Counter-claimants' marks;

15 F. Engaging in any other activity constituting an infringement of  
16 Counter-claimants' trademarks or rights to use and exploit same;  
17 and

18 G. Assisting, aiding or abetting any other person or entity in  
19 engaging in or performing any of the activities in subparagraphs  
20 2.a. through 2.f. above.

21 3. That the Court enter an order under 15 U.S.C. § 1116(d)(1)(A)  
22 authorizing the impounding of all counterfeit or infringing products;

23 4. That the Court order Counter-defendants to pay Counter-claimants'  
24 damages as follows:

25 A. Counter-claimants' damages and Counter-defendants' illegally  
26 realized profits pursuant to 15 U.S.C. §1117(a), trebled pursuant  
27 to 15 U.S.C. § 1117(b); or, in the alternative, enhanced statutory  
28 damages pursuant to 15 U.S.C. § 1117(c)(2) for Counter-  
defendants' willful infringement of federally registered

1 trademarks; and in either case Counter-claimants' reasonable  
2 attorneys' fees;

3 B. Counter-claimants' damages and Counter-defendants' illegally  
4 realized profits for Counter-defendants' violation of Section 43(a)  
5 of the Lanham Act (15 U.S.C. §1125(a));

6 C. Counter-claimants' damages and Counter-defendants' illegally  
7 realized profits for Counter-defendants' unfair competition;

8 D. Exemplary damages according to proof at trial.

9 5. That the Court enter an order declaring that Counter-defendants hold in  
10 constructive trust for plaintiff all profits and unjust enrichment that  
11 Counter-defendants unlawfully realized from its advertising, sales and  
12 distribution of counterfeit or otherwise infringing products;

13 6. That the Court enter an order requiring Counter-defendants to provide  
14 Counter-claimants a complete accounting of all amounts owed to  
15 Counter-claimants as a result of the illegal activities detailed in this  
16 SECOND AMENDED complaint;

17 7. That the Court award Counter-claimants their reasonable attorney's fees  
18 and costs of suit; and

19 8. For such other and further relief as the court may deem proper.

20 **DEMAND FOR JURY TRIAL**

21  
22 Counter-claimants respectfully demand a trial by jury of all issues so  
23 triable.

24  
25 Dated: November 6, 2013 By: /s/ Ali Kamarei  
26 Ali Kamarei, Esq.  
27 Alexander Chen, Esq.  
28 Katja Grasso, Esq.  
Inhouse Co.  
Attorneys for Defendants

Sis-Joyce Int'l Co. Ltd. & Alice Lin

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. . . . . JEW & ASSOCIATES .  
. . . . . By: /S/ LEON E. JEW  
. . . . . Attorney for Defendants/Counter-  
claimants .  
. . . . . Alice Lin and Sis-Joyce International .

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CENTRAL DISTRICT OF CALIFORNIA .  
WESTERN DIVISION .  
  
American Rena International Corp., a California corporation; WanZhu "Kathryn" Li, an individual; and Robert M. Milliken, an individual .  
  
Plaintiffs, .  
  
. vs. .  
  
Sis-Joyce International Co., Ltd., a California corporation; Alice "Annie" Lin, an individual; Robert Simone, an individual; Christine "Nina" Ko, an individual; and DOES 3-10, .  
  
Defendants. ... [3]

## **Exhibit 5**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 12-6972 FMO (JEMx)	Date	November 22, 2013
Title	American Rena Int'l Corp., et al. v. Sis-Joyce International Co., Ltd., et al.		

Present: The Honorable Fernando M. Olguin, United States District Judge		
Vanessa Figueroa	None	None
Deputy Clerk	Court Reporter / Recorder	Tape No.
Attorney Present for Plaintiff(s):		Attorney Present for Defendant(s):
None Present		None Present

**Proceedings: (In Chambers) Order**

Pending before the court is plaintiffs' Motion Renewed For Full Terminating and Other Sanctions ("Renewed Motion"). Plaintiffs' Renewed Motion is grounded on the court's inherent power to issue terminating sanctions upon finding that a party has engaged in bad faith litigation conduct or willfully disobeyed a courts order. Fink v. Gomez, 239 F.3d 989, 991 (9th Cir. 2001); (see, generally, Renewed Motion). Pursuant to the court's "duty to protect the integrity of the judicial process[.]" Yagman v. Republic Ins., 136 F.R.D. 652, 655 (C.D. Cal. 1991) aff'd, 987 F.2d 622 (9th Cir. 1993), it will order the parties to file supplemental briefing on an additional issue previously brought to the court's attention.

On July 5, 2013, prior counsel to defendants Alice Lin ("Lin") and Sis-Joyce International Co., Ltd. ("Sis-Joyce") (collectively, "defendants") filed a Reply in Support of Leon E. Jew's Motion to Withdraw as Counsel[] ("Reply"). In his Reply, Mr. Jew informed the court of defendants' alleged misconduct in violating the Court's Order Granting Plaintiff's Motion for Preliminary Injunction. (See Reply at 2-3; Court's Order of October 15, 2012). Mr. Jew declared, under penalty of perjury, the following: (1) at Lin's deposition held on January 11, 2013, she produced "an empty 45ml bottle with a 'RENA' mark, as a piece of physical evidence"; (2) plaintiffs' counsel "pointed out that the empty bottle was within the scope of the preliminary injunction order and suggested that either he or [defendants' counsel] maintain custody of the empty bottle"; (3) Mr. Jew "agreed to maintain custody of the empty bottle[]"; (4) on "January 19, 2013, "Lin visited [him] at [his] office and borrowed . . . the empty bottle[, which he] told her . . . she must return . . . as early as she [could] and she promised to return it to [him] soon[]"; (5) Mr. Jew since "requested [of] . . . Lin many times to return the empty bottle[]"; (6) and as of July 3, 2013, Lin "ha[d] not yet returned it[.]"

As Mr. Jew pointed out, the court's preliminary injunction order requires that "Defendants . . . turn over and deposit with Plaintiffs' counsel all existing products in their possession, custody or control that bear the RENA or RENA BIOTECHNOLOGY marks or any of the Arena marks." (See Court's Order of October 15, 2013 at 19). Based on the gravity of the allegations regarding defendants' violation of the preliminary injunction order, the court will order the parties to address this issue as part of Plaintiffs' Renewed Motion.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 12-6972 FMO (JEMx)	Date	November 22, 2013
Title	American Rena Int'l Corp., et al. v. Sis-Joyce International Co., Ltd., et al.		

Based on the foregoing, IT IS ORDERED that:

1. Plaintiffs shall file a supplemental brief of no more than five (5) pages addressing whether defendants have violated the Court's Order of October 15, 2013, as discussed in this order, no later than **November 29, 2013**.
2. Defendants Alice Lin and Sis-Joyce International Co., Ltd. shall file a response to the supplemental brief of no more than five (5) pages no later than **December 6, 2013**.
3. The hearing on plaintiffs' Motion Renewed For Full Terminating and Other Sanctions [**Document No. 195**], currently scheduled for November 27, 2013, is hereby continued to **December 5, 2013** at 10:00 a.m.
4. Defendants Sis-Joyce International Co., Ltd., and Alice Lin's Motion to Amend Their Counterclaims [**Document No. 211**], and Sis-Joyce International Co., Ltd., and Alice Lin's Motion for Extension of Certain Deadlines in the Scheduling Order [**Document No. 202**], are **denied, without prejudice** pending the court's resolution of plaintiffs' Renewed Motion.
5. Unless otherwise ordered by the court, the parties shall not submit any further filings to the court, pending resolution of plaintiffs' Renewed Motion.

\_\_\_\_\_ : \_\_\_\_\_  
 Initials of Preparer    VDR

## **Exhibit 6**

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13 *Attorneys for Defendants Sis-Joyce International Co., Ltd.*  
14 *and Alice Lin*

15 **UNITED STATES DISTRICT COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA**  
17 **WESTERN DIVISION**

18 AMERICAN RENA INTERNATIONAL  
19 CORP., a California corporation;  
20 WANZHU “KATHRYN” LI, an  
21 individual; and ROBERT M. MILLIKEN,  
22 an individual,

23 Plaintiffs,

24 v.

25 SIS-JOYCE INTERNATIONAL CO.,  
26 LTD., a California corporation; ALICE  
27 “ANNIE” LIN, an individual; ROBERT  
28 SIMONE, an individual; CHRISTINE  
“NINA” KO, an individual; and DOES 3-  
10,

Defendants.

Case No. 12-06972-FMO (JEMx)

**DEFENDANTS SIS-JOYCE  
INTERNATIONAL CO., LTD., AND  
ALICE LIN’S NOTICE OF MOTION  
AND MOTION TO AMEND THEIR  
COUNTERCLAIMS**

DATE: November 27, 2013  
TIME: 10:00 a.m.  
COURTROOM: 22

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE THAT, on November 27, 2013, at 10:00 a.m., or on  
3 such other date as the Court may select, before the Honorable Fernando M. Olguin, in  
4 Courtroom 22 of the United States District Court for the Central District of California,  
5 Western Division, located at 312 North Spring Street, Los Angeles, California, 90012,  
6 and pursuant to Rule 16 and this Court's inherent authority to control its process,  
7 defendants Alice Lin and Sis-Joyce International Co., Ltd. will, and hereby do, move to  
8 amend their counterclaims.  
9  
10

11 This Motion is made on the basis of Plaintiffs' fraudulent filing of a knowingly  
12 false § 15 declaration of incontestability in June 2013, despite the pendency of this  
13 Action. Defendants' Counterclaims include a claim for Cancellation of the Trademark-  
14 in-Suit. As this amendment could not have been brought prior to the original deadline to  
15 amend pleadings (March 2013) because the act on which it was based had not yet  
16 occurred, it is appropriate to seek such relief now. This Motion is also made on the  
17 basis of Plaintiffs' false claims that it began using the RENA mark in the United States  
18 as early as 2006. In August 2013, many months after the deadline to amend pleadings,  
19 Plaintiffs produced a video in which Kathryn Li states that RENA did not enter the  
20 United States until 2008, in stark contradiction to both their claims before the USPTO  
21 and in this case. Both of the amendments sought are inextricably intertwined with the  
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1 claims already at issue in this case and therefore should be allowed so that everything is  
2 resolved simultaneously.

3 Pursuant to Local Rule 7-3, Defendants provided notice of this application by  
4 providing written notice via email on October 9, 2013, and by conducting a telephonic  
5 meet and confer with Plaintiffs' counsel on October 21 and November 4, 2013. (Decl.  
6 Kamarei, ¶¶ 2-4, Exs. A-C.) Plaintiffs indicated that they will oppose this application.  
7  
8

9 This Motion is based on this Notice of Motion and memorandum of points and  
10 authorities, the concurrently-filed declarations of Ali Kamarei and Alice Lin, the  
11 pleadings and other papers on file in this action, any evidence and argument presented  
12 at any hearing on this application and any matters of which the Court may take judicial  
13 notice.  
14  
15

16  
17 Dated: November 6, 2013

18 By: /s/ Ali Kamarei  
19 Ali Kamarei, Esq.  
20 Alexander Chen, Esq.  
21 Benjamin Hill, Esq.  
22 Katja Grasso, Esq.  
23 Sara Lee, Esq.  
24 Inhouse Co.  
25 Attorneys for Defendants  
26 Sis-Joyce Int'l Co., Ltd., and  
27 Alice Lin  
28

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

There have been a series of knowingly false misrepresentations made by Plaintiffs to the USPTO relating to the Trademark registration at issue in this suit. A false declaration of use with the wrong first date of use was filed when Plaintiffs submitted their 1B intent-to-use application, and a false § 8 and § 15 declaration of incontestability was filed during the pendency of this lawsuit. By this Motion, Defendants Sis-Joyce International Co., Ltd. (“Sis-Joyce”) and Alice Lin (“Lin”) (collectively, “Defendants”) seek to amend their Counterclaims to add a cause of action based on this fraudulent behavior relating to the Trademark-in-Suit in June 2013 and information only revealed by Plaintiffs in August 2013 showing their President admitting that the RENA mark was not used in the United States until 2008.

Defendants through their new counsel have voluntarily withdrawn 10 affirmative defenses and 8 counterclaims upon review of the pleadings after coming into this case. (Dkt. 190.) However, Defendants now seek to amend their Answer and Counterclaims to include Cancellation and Fraud causes of action based on Plaintiffs’ June 2013 filing of a false § 15 declaration of incontestability during the pendency of this case and the recently uncovered evidence showing that the RENA mark was not first used in 2006 but in 2008. (Decl. Kamarei, ¶¶ 5, 6, Ex. D, E.) This is in stark contrast to the dates Plaintiffs used in their Trademark applications as well as their Complaint of February 1, 2007, for

1 Registration 3333867 and June 29, 2006,<sup>1</sup> for Registration 4245462 (serial no.  
2 85587003). (See Dkt. 108, p. 5, ¶ 19; Decl. Kamarei, ¶¶ 7, 8, Exs. F, G.) The misconduct  
3 and the production of evidence substantiating the misrepresentations made to the  
4 USPTO occurred many months after the deadline to move to amend in this case, which  
5 was March 25, 2013, and therefore could not possibly have been addressed within the  
6 time allotted by the scheduling order. (Dkt. 87.)  
7  
8

9 On October 9, 2013, Defendants’ counsel sent a letter by email to Plaintiffs’  
10 counsel in an attempt to meet and confer about their proposed amendment. (Decl.  
11 Kamarei, ¶ 2, Ex. A.) On October 21, October 29, and November 4, 2013, Defendants’  
12 counsel and Plaintiffs’ counsel participated in a telephonic meet-and-confer, at which  
13 time counsel addressed this topic among others. (*Id.* at ¶¶ 3-5, Ex. B-D.) Plaintiffs’  
14 counsel indicated that they would oppose this motion. (*Id.* at ¶ 4.)  
15  
16

17 **II. ARGUMENT**

18  
19 **A. Modification of the Scheduling Order’s March 25, 2013, Deadline to Amend Pleadings**

20  
21 ***1. Legal Standard***

22 The decision to modify a scheduling order is within the broad discretion of the  
23 district court. (*Johnson v. Mammoth Recreations, Inc.* (9th Cir. 1992) 975 F.2d 604, 607  
24  
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26

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27 <sup>1</sup> It is likely no coincidence that this matches the date American Rena incorporated.  
28 (Decl. Kamarei, ¶ 9, Ex. H.)

1 [quoting *Miller v. Safeco Title Ins. Co.* (9th Cir. 1992) 758 F.2d 364, 369].) Federal Rule  
2 of Civil Procedure 16 provides a standard whereby the party who seeks to amend the  
3 Court’s scheduling order must show “good cause” why the Court should set aside or  
4 extend the discovery deadline. (*See* Fed. R. Civ. P. 16(b)(4).) The 1983 Advisory  
5 Committee explained its selection of “good cause” by stating that ***because a scheduling***  
6 ***order is entered early in the litigation***, the good cause standard is more appropriate than  
7  
8 a more stringent “manifest injustice” or “substantial hardship” test. (Fed. R. Civ. P. 16,  
9 advisory committee note of 1983.)  
10

11  
12 Under Rule 16(b)’s good cause standard, the Court’s primary focus is on the  
13 movant’s diligence. (*Johnson, supra*, 975 F.2d at 609.) “Good cause” exists if a party  
14 can demonstrate that the schedule “cannot reasonably be met despite the diligence of the  
15 party seeking the extension.” (*Id.* [citing Fed. R. Civ. P. 16 advisory committee’s notes  
16 (1983 amendment)].) “Although the existence or degree of prejudice to the party  
17 opposing the modification might supply additional reasons to deny a motion, *the focus of*  
18 *the inquiry is upon the moving party’s reasons for seeking modification.*” (*Id.* [citations  
19 omitted] [emphasis added].)  
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23 Courts are likely to grant extensions when the moving party can show that it has  
24 worked diligently to position the case but circumstances outside of their control have  
25 resulted in the moving party’s not having a fair opportunity to develop the evidence it  
26 needs within the time limits set by the scheduling order. (*Sigros v. Walt Disney World*  
27  
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1 Co. (D. Mass. 2002) 190 F. Supp. 2d 165, 169.) Similarly, courts are likely to grant  
2 extensions to a moving party *if they already have granted extensions to an opponent* and  
3 refusing to give the moving party reciprocal relief would put it at an unfair disadvantage.  
4  
5 (*Robinson v. T.J. Maxx, Inc.* (S.D.N.Y. 1993) 148 F.R.D. 490, 492.) Some courts will  
6 grant continuances to accommodate *personal emergencies faced by clients*. (3-16  
7 Moore’s Fed. Prac: Civ. § 16.14(1)(b).) “Good cause” is likely to be found when the  
8 moving party has been generally diligent, the need for more time was neither foreseeable  
9 nor its fault, and refusing to grant the continuance would create a substantial risk of  
10 unfairness to that party. (*Ibid.*)  
11  
12

13 **2. Defendants Have Been Diligent in Seeking Amendment Given**  
14 ***Their Personal Emergencies***

15 Given the circumstances, Defendants have been as diligent as possible in seeking  
16 this amendment. Ms. Lin, an individual defendant and the president of defendant Sis-  
17 Joyce, was out of the country from April 23, 2013 (before prior counsel filed his first  
18 attempt to withdraw), through August 29, 2013, and was hospitalized in Taiwan  
19 receiving medical attention for a life threatening heart condition from July 16, 2013,  
20 through August 26, 2013. (Decl. Lin, ¶ 2.) Upon returning to the United States, Ms. Lin  
21 was hospitalized at Stanford Hospital on September 18 through 19, 2013, for an  
22 angiogram and a stent procedure. (Decl. Lin, ¶ 3, Ex. A.) This Court acknowledged Ms.  
23 Lin’s health problems by extending her deadline to secure counsel for Defendants on or  
24 about August 8, 2013. (Doc. 160.) Compounding this situation was Defendants’ lack of  
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1 counsel from July 29, 2013, until September 23, 2013, which situation Defendants were  
2 unable to remedy until returning to the country at the end of August. Simply put, it was  
3 impossible for Defendants to propound any discovery or take any depositions prior to the  
4 discovery cutoff on August 23, 2013, or to submit expert witness disclosures by  
5 September 23, 2013. Defendants acted as diligently as they could to retain counsel given  
6 Ms. Lin's health problems, hospitalization, and stenting.  
7  
8

9 **3. Defendants Require Modification to Avoid Substantial Prejudice**

10 Defendants will suffer, and are already suffering, substantial prejudice due to the  
11 deadlines in the Scheduling Order that have already passed. The amendments to their  
12 Counterclaims, described in detail below, are necessary to the full adjudication of the  
13 merits of this action.  
14  
15

16 **B. If Modification is Granted, Amendments Under Rule 15 Are "Freely  
17 Given"**

18 **1. Legal Standard**

19 Consideration of any motion to amend starts with Federal Rule of Civil Procedure  
20 15. Rule 15(a)(2) states that leave to amend should be "freely give[n]" when "justice so  
21 requires." As discussed below, justice requires the addition of causes of action for  
22 cancellation and fraud on the USPTO because of Plaintiffs' filing of a false § 15  
23 declaration, and based on Plaintiffs' false claims before the USPTO and this Court that  
24 they began using the RENA marks in the United States in 2006. Leave to amend should be  
25 granted absent some justification for refusal. (*Foman v. Davis* (1962) 371 U.S. 178.) A  
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1 motion for leave to amend should not be denied unless there is “undue delay, bad faith or  
2 dilatory motive on the part of the movant, repeated failure to cure deficiencies by  
3 amendments previously allowed [or] undue prejudice to the opposing party by virtue of  
4 allowance of the amendment[.]” *Id.* at 230.

6 If a claimant requests leave to amend, such leave should be granted with “extreme  
7 liberality.” (*Morongo Band of Mission Indians v. Rose*, 893 F.2d 1074, 1079 (9th Cir.  
8 1990).) Therefore, there is a “strong policy in favor of allowing amendment” after  
9 “considering four factors: bad faith, undue delay, prejudice to the opposing party, and the  
10 futility of amendment.” (*Kaplan v. Rose*, 49 F.3d 1363, 1370 (9th Cir. 1994).)

13 **2. *The Facts Giving Rise to Defendants’ Proposed Amendments Did***  
14 ***Not Occur Until After the Scheduling Order’s Deadline to Amend***

15 Defendants have not been dilatory nor are they acting in bad faith in seeking leave  
16 to amend at this time. (Decl. Lin, ¶ 4.) The original scheduling order in this case set the  
17 deadline to seek amendment as March 25, 2013. (Dkt. 87.) However, Plaintiffs did not  
18 commit the act complained of, filing a knowingly false § 15 declaration of  
19 incontestability, until *June 2013*. (Decl. Kamarei, ¶ 5, Ex. D.) While Plaintiffs have filed  
20 a Petition to Abandon the false declaration on or about October 25, 2013, this action was  
21 taken only after Defendants notified Plaintiffs that they were aware of the false filing  
22 and further, has not yet been granted by the USPTO. Further, Plaintiffs did not produce  
23 the video in which Kathryn Li admits that Plaintiffs did not enter the U.S. market until  
24 2008 until *August 2013, well past the amendment cutoff.* (*Id.* at ¶ 6, Ex. E.) The video

1 itself is an admission that Defendants did not have a copy of until August 2013. While  
2 Alice Lin was at the meeting depicted in this video, Ms. Lin had no way of  
3 understanding the significance of Kathryn Li's speech at that time, and could not recall  
4 these statements four years later, nor its legal effect upon the trademark registration.  
5 Furthermore, Plaintiffs filed their Section 8 Affidavit also in June 2013, claiming  
6 continued use of their mark. However, according to Plaintiffs' own notice, they ceased  
7 all their U.S. operations in September 2010. (Decl. Kamarei, ¶ 10, Ex. I.) Therefore,  
8 there was no possible way to add counterclaims addressing these issues within the time  
9 originally set by this Court given that Plaintiff filed its § 15 declaration with the USPTO  
10 and produced the video containing the admission well after the Court's deadline.  
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15 Further, the amendments are necessary in order to judiciously and efficiently deal  
16 with all issues related to the instant case. The issues of Plaintiffs' false § 15 declaration  
17 and their false claims about when they first used the RENA marks are inextricably  
18 intertwined with the issues in this case, which dispute the validity of that same mark.  
19 Defendants are contemplating filing a Cancellation petition with the USPTO. Therefore,  
20 Defendants should be given leave to include these issues in their case.  
21  
22

23 Plaintiffs will not be prejudiced by the addition of this claim. The evidence and  
24 facts surrounding their own filing of the declaration of incontestability are already in  
25 their possession. Furthermore, whether the issue is contended with during this case or  
26 before the USPTO, Plaintiffs will have to deal with it including discovery relating to this  
27  
28



**PROOF OF SERVICE**

1  
2 I, the undersigned, declare that I am employed in the County of Santa Clara, State  
3 of California. I am over the age of 18 and not party to the within cause; my business  
4 address is 50 W. San Fernando Street, Suite 900, San Jose, CA 95113.  
5

6 On November 6, 2013, I electronically filed the foregoing document with the  
7 Clerk of the Court by using the CM/ECF system. All parties required to be served are  
8 registered with this Court’s CM-ECF system and will receive true and correct copies of  
9 such document(s) through that system. As such, Defendants Sis-Joyce International  
10 Co., Ltd. and Alice Lin’s Motion for Extension of Certain Deadlines in the Scheduling  
11 Order was served on all counsel pursuant to Local Rule 5-3.2.1.  
12  
13

14 I declare under penalty of perjury that the foregoing is true and correct and that  
15 this declaration was executed on November 6, 2013.  
16  
17  
18

19 /s/ Katja Grasso  
20 KATJA GRASSO  
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