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

21 NANJING NUTRABUILDING BIO-TECH CO., LTD.,	}	Case No. 5:25-cv-00271-JGB-SP
22 Plaintiff,		[Hon. Jesus G. Bernal]
23 vs.	}	PLAINTIFF NANJING NUTRABUILDING BIO-TECH CO., LTD'S DISCLOSURE OF ASSERTED CLAIMS AND INFRINGEMENT CONTENTIONS
24 BONERGE LIFESCIENCE (HUNAN) CO., LTD., and DOES 1-9, INCLUSIVE,		
25 Defendants.		

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1 **NANJING NUTRABUILDING BIO-TECH CO., LTD'S DISCLOSURE OF**
2 **ASSERTED CLAIMS AND INFRINGEMENT CONTENTIONS**

3 Pursuant to agreement of the parties and as set forth in the Joint Rule 26(f)
4 Report, the Northern District of California Patent Local Rules ("N.D. Cal. Pat. L.R.")
5 shall apply as a guide for the parties' respective infringement and invalidity
6 contentions and disclosures. Accordingly, Plaintiff Nanjing Nutrabuilding Bio-Tech
7 Co., Ltd. ("Plaintiff" or "NNB") hereby serves its Disclosure of Asserted Claims and
8 Infringement Contentions under N.D. Cal. Pat. L.R. 3-1 and associated disclosures
9 under N.D. Cal. Pat. L.R. 3-2.

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11 **PATENT LOCAL RULE 3-1 DISCLOSURE**

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13 Pat. L.R. 3-1(a) – Asserted Claims:

14 At the present time, NNB believes that at least claims 1, 2, 5, and 7 of U.S.
15 Patent No. 10,278,961 (hereafter the "961 Patent") are being infringed by Bonerge
16 under 35 U.S.C. §§ 271(b) and 271(c), and possibly under 35 U.S.C. § 271(a).
17 Bonerge has yet to produce many documents, so it is not clear what it may do or not
18 do relative to making, using, importing, offering to sell, and/or selling
19 dihydroberberine for purchase and consumption by end users to manage glucose
20 tolerance.

21
22 Pat. L.R. 3-1(b) – Accused Instrumentalities:

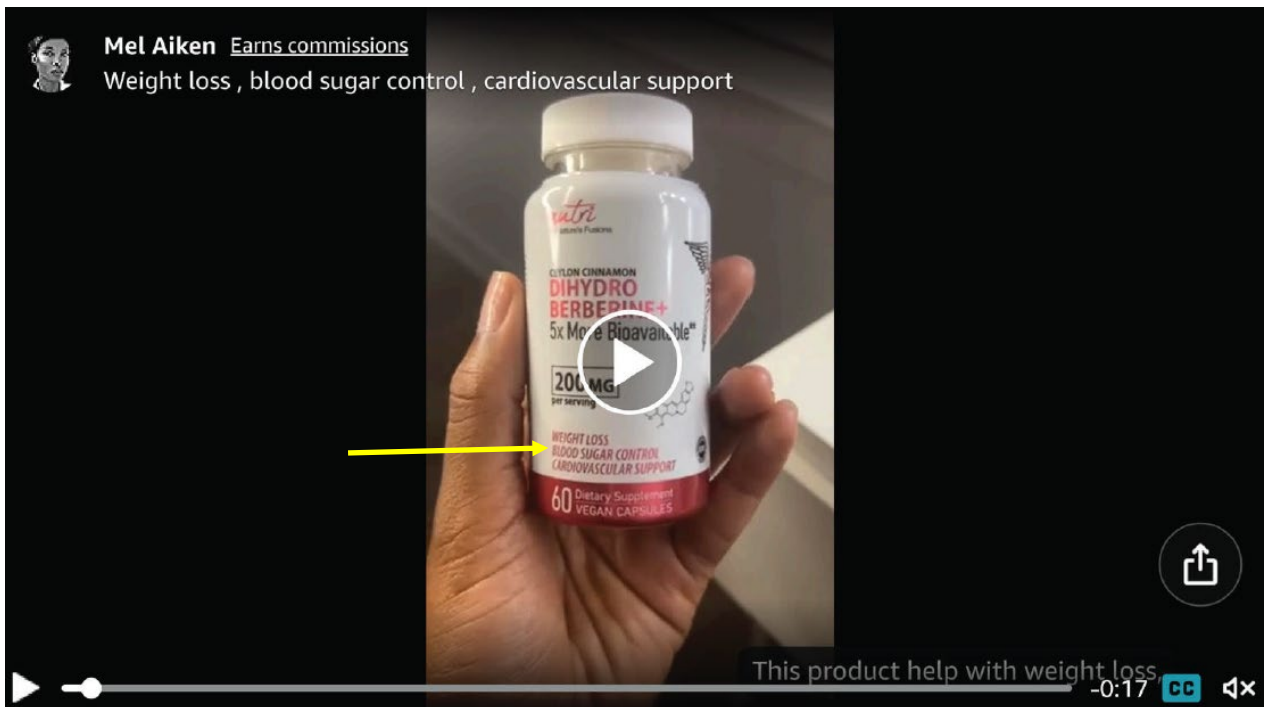
23 The accused instrumentalities include, at least, bottles of dihydroberberine
24 tablets or capsules, wherein the dihydroberberine was supplied by Bonerge (*see e.g.*
25 NNB 669; Request for Admission Nos. 9, 10, 12, 13), and ultimately re-sold to end
26 users who administer the dihydroberberine at least to manage glucose tolerance.

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NNB 517.



NNB 522.

1 Pat. L.R. 3-1(c) – Claim Chart:

Claim/Language	Infringement Contentions/Evidence
2 3 4 1.0 / A method of 5 managing glucose 6 tolerance in an 7 individual, the method 8 comprising: 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	The end users, with full knowledge and intent of Bonerge and its U.S. re-seller customers, purchase dihydroberberine to manage their own glucose tolerance. The dihydroberberine product sold by Nature’s Fusion, who receives its dihydroberberine from Bonerge (<i>see</i> Documents NNB 112-114), indicates directly on the bottle that it is useful for “Healthy Metabolism.” Bonerge’s and/or Nature’s Fusion’s marketing materials also reference dihydroberberine as supporting healthy metabolism and regulating glucose levels. NNB sent cease and desist letters about the patents-in-suit to Bonerge in September and October of 2024, and then to Nature’s Fusion in November of 2024, who in response, referenced Bonerge as its manufacturer. <i>See</i> NNB106-114. Bonerge’s specimen with its GLUCOSOBBER trademark registration either shows direct infringement by Bonerge, or at a minimum, provides support for indirect infringement claims (inducement and contributory infringement). <i>See</i> NNB 669-704. Additionally, there is substantial evidence of Bonerge’s intent to actively induce infringement by its customers such as Nature’s Fusion (and others who will be identified during discovery), who then sell to end users. <i>See</i> NNB 8-14, 49-54, 115-118, 119-126, 127-

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	<p>130, 131-142, 143-165, 473-479, 480-491, 500, 669-704. Direct infringement at least by Nature’s Fusion is shown in NNB 166-169, 170-172, 710-712, 713-715, 716-718, 719-721, 722-724, 725-727, if not Bonerge itself (<i>see</i> NNB 90-94 – referencing sales and a U.S. address – and NNB 669).</p> <p>The upshot is that the foregoing evidence not only shows references to dihydroberberine, but does so in a manner pertaining to managing glucose tolerance and providing substantial amounts of information to re-sellers and the public that administration of dihydroberberine is useful for managing glucose tolerance. In other words, the intent to cause others to perform the method is there, and the instructions and directions to end users to perform the method is also there.</p>
1.1 / administering, to an individual, a pharmaceutically effective amount of dihydroberberine,	<p>With the full knowledge, intent, and conscious objective of Bonerge and its U.S. re-seller customers such as Nature’s Fusion, individuals are caused, encouraged, and induced to administer a pharmaceutically effective amount of dihydroberberine. Nature’s Fusion’s dihydroberberine product mentions healthy metabolism and blood sugar control directly on the bottle (<i>see e.g.</i> NNB 517, 522), Bonerge’s marketing and articles on its website and elsewhere reference to the ability of dihydroberberine to manage glucose levels in individuals (<i>see</i> documents referenced above).</p>

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1.2 / wherein the pharmaceutically effective amount of dihydroberberine comprises approximately 25 mg to approximately 800 mg of dihydroberberine.	The amount of dihydroberberine indicated on a representative example of Nature's Fusion's product is 100 mg or 200 mg per capsule, which is within the range indicated by the claim. <i>See</i> NNB 52, 166-172, 517, 522, 710-712, 713-715, 716-718, 719-721, 722-724, 725-727.
2.0 / The method of claim 1	<i>See</i> claim 1, <i>supra</i> .
2.1 / wherein the administration of dihydroberberine reduces fasting glucose levels.	Bonerge and Nature's Fusion tout dihydroberberine as having this ability. <i>See e.g.</i> NNB 52, 128, 133, 166, 517, 522, 532-535, 536-542.
5.0 / The method of claim 1	<i>See</i> claim 1, <i>supra</i> .
5.1 / wherein the dihydroberberine is orally administered as a capsule or tablet.	Nature's Fusion's dihydroberberine product is in capsule form. <i>See</i> NNB 166-172, 710-712, 713-715, 716-718, 719-721, 722-724, 725-727.
7.0 / The method of claim 1	<i>See</i> claim 1, <i>supra</i> .

1 2 3 4	7.1 / wherein the dihydroberberine is administered at least once daily.	Nature's Fusion's dihydroberberine product directs end users to take one capsule daily. <i>See</i> NNB 167, 170-171, 710-712, 713-715, 716-718, 719-721, 722-724, 725-727.
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6 Pat. L.R. 3-1(d) – Indirect Infringement:

7 The direct infringement is by Bonerge, Nature's Fusion, and end users, in the
8 sense that Bonerge and Nature's Fusion explicitly, clearly, and directly, offer for sale
9 dihydroberberine, including in capsule form to be used according to the method of
10 claim 1 and its asserted dependent claims. *See e.g.* Documents referenced in claim
11 chart; NNB 517, 522, 669; Request for Admission Nos. 9, 10, 12, 13.

12 Additionally, the direct infringement would technically be carried out by the
13 end users of the dihydroberberine capsules sold by, for example, Nature's Fusion
14 (and others similarly situated) who were supplied dihydroberberine by Bonerge. *See*
15 NNB 166-172, 710-712, 713-715, 716-718, 719-721, 722-724, 725-727.

16 In fact, Bonerge's own website, trade show presentations, and other public
17 advertisements and such, as referenced in the documents cited herein, at a minimum,
18 imply, and more likely, directly assert that Bonerge has performed research (or relied
19 on research results from others, including NNB) demonstrating that dihydroberberine
20 is efficacious in managing glucose levels and glucose tolerance. This not only
21 evidences intent to induce infringement, but if any of the research and testing was
22 performed in the U.S., this would constitute direct infringement of at least claim 1 of
23 the '961 Patent by Bonerge, as well.

24 Bonerge is intentionally and knowingly supplying dihydroberberine to
25 Nature's Fusion (and likely others to be determined through discovery) with the full
26 knowledge and intent that the dihydroberberine will be heavily marketed and sold to
27 end users in the United States. Bonerge and Nature's Fusions advertising is explicit
28 in directing end users to use dihydroberberine to manage glucose tolerance. *See* NNB

1 8-14, 49-54, 106-111, 115-118, 119-126, 127-130, 131-142, 143-165, 473-479, 480-
2 491, 500, 669-704. It is undeniable that Bonerge and its U.S. re-sellers are
3 intentionally and knowingly targeting consumers with the proposition that
4 administering dihydroberberine in an amount that falls within this scope of claim 1
5 of the '961 Patent, and with a frequency within the scope of claim 7 of the '961
6 Patent, that individually and/or collectively helps manage glucose levels in said
7 consumers.

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9 Pat. L.R. 3-1(e) – Literal Infringement/Doctrine of Equivalents:

10 At this time, NNB believes the infringement is literal.

11
12 Pat. L.R. 3-1(f) – Priority Date:

13 The priority date is the filing date for the related provisional patent application
14 62/324,794, which was filed on April 19, 2016.

15
16 Pat. L.R. 3-1(g) – Practice of the Claimed Invention:

17 NNB practices the claimed invention by selling dihydroberberine through re-
18 sellers, with at least one of the purposes being to manage blood glucose levels. *See*
19 *e.g.* NNB 728-732, 733-735, 753-763, 773, 779-783, 788-791.

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21 Pat. L.R. 3-1(h) – Timing of First Infringement, Damages Period:

22 The date of the timing of the first infringement is unknown inasmuch as
23 Bonerge has yet to produce documents or otherwise provide such information. NNB
24 will supplement these disclosures once such information is provided.

25 The start of the claimed damages period is at least as early as on or about
26 September 25, 2024 (*see* NNB 106-107, 747-750). NNB reserves the right to argue
27 an earlier damages period, as it does virtually mark (*see* NNB 664-668, 737-738, 773,
28 770-783, 788-791). NNB is in the process of investigating when it began virtually

1 marking as to the '961 Patent.

2 The damages period has not ended because Bonerge continues to infringe by
3 making, using, importing, offering to sell, and/or selling dihydroberberine for the
4 purpose of administration to individuals to manage glucose tolerance. Alternatively,
5 the damages period has not ended because Bonerge is continuing to induce or
6 contribute to the infringement by others by continuing to supply dihydroberberine for
7 compounding into retail products for managing glucose tolerance wherein such
8 products continue to be sold (*see e.g.* NNB 509-516, 517-727, 528-530, 532-535,
9 536-542, 543, 669-704, 710-712, 713-715, 716-718, 719-721, 722-724, 725-727).

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11 Pat. L.R. 3-1(i) - Willfulness:

12 In addition to what is set forth in the Complaint in this action on the subject of
13 willfulness, the basis for NNB's assertion of willfulness is Bonerge's and Nature's
14 Fusion's disregard of NNB's three cease and desist letters – in September, October,
15 and November of 2024 (*see* NNB 106-111; Responses to Requests for Admission
16 Nos. 1-3) – and their simply continuing business as usual as if such letters were never
17 sent and this lawsuit never filed. *See e.g.* NNB 49-54, 55-61, 68-80, 92-94, 119-126,
18 131-142; Response to Interrogatory No. 15. There is substantial evidence that
19 Bonerge has continued to operate unabated, and given Nature's Fusion's response to
20 the November 2024 cease and desist letter and its continued sales both on its own
21 website and on Amazon.com, that such letters and this lawsuit were completely
22 unheeded. *See* NNB 509-516, 517-727, 528-530, 532-535, 536-542, 543, 669-704,
23 710-712, 713-715, 716-718, 719-721, 722-724, 725-727. The parties have not
24 changed the information and/or messaging to their consumers regarding their
25 assertion that dihydroberberine administration can help individuals manage glucose
26 tolerance. *See* NNB 502-508, 509, 510, 517-727, 532-535, 536-542, 710-712, 713-
27 715, 716-718, 719-721, 722-724, 725-727. Therefore, it is with brazen disregard of
28 NNB's presumptively valid patent rights, and awareness of NNB's intent to assert its

1 patent rights, that Bonerge and its re-sellers have continued infringing unabated since
2 at least as early as receipt of NNB's cease and desist letter on September 25, 2024,
3 and then further after NNB's service of this lawsuit on Bonerge on February 12, 2025.
4 *See* Dkt. 11.

5
6 **PATENT LOCAL RULE 3-2 DISCLOSURE:**

7 In addition to the documents NNB produced with its Rule 26(a) Initial
8 Disclosures (Documents NNB 1-501), which contain some of the documents required
9 by N.D. Pat. L.R. 3-2, NNB further produces herewith Documents NNB 502-2008.
10 These documents include, without limitation, purchase orders and financial
11 information related to the product(s) sold in connection with the '961 Patent.

12 A compilation document regarding conception and reduction to practice can
13 be seen at NNB 1687-1727.

14 NNB notes that it has previously produced the file histories for the '961 Patent
15 (*see* NNB 173-472) and ownership-related documents including those related to
16 transfers of an interest in the '961 Patent (*see* NNB 29-34, 38-47, 399-403, 466-472,
17 492-498). NNB also produces NNB 817-840, which may also be within the scope of
18 this disclosure requirement.

19 NNB has also produced an exemplar document regarding its product
20 containerized as a raw material, as well as examples of its marketing, and its
21 incorporation into others' products (*see* NNB 733-735, 753-763, 764-783, 784-791,
22 792-795, 796).

23 NNB has produced license agreements related to its dihydroberberine product
24 and its use by others for re-sale (*see* NNB 929-1670).

25 NNB has produced a substantial number of purchase orders and other financial
26 information that it may rely upon to support a damages claim. *See* NNB 929-1670
27 for licenses; 2005 and 2006 for summary financials for NNB; 841-928, 1671-1686,
28 1728-2004, and 2007-2008 for purchase orders. NNB notes that other than a single

1 purchase order produced by Bonerge, it has not received any other financial
2 information from Bonerge as of the date of this document. NNB notes that if it
3 determines that it was virtually marking prior to September 25, 2024 (see next
4 paragraph), then the damages period will rely on such virtual marking documents.

5 NNB has produced exemplar documents showing patent marking (virtual
6 marking back to NNB's website). *See* NNB 664-668, 736-746, 783, 791. NNB is
7 conducting further information gathering as to when the virtual marking on such
8 products may have commenced and reserves the right to supplement its contentions
9 or otherwise if and when such information is ascertained.

10 NNB incorporates herein by reference its Complaint and exhibits attached
11 thereto to the extent it adds additional details concerning the information required by
12 this disclosure.

13 NNB reserves the right to supplement these disclosures as additional
14 documents and information become available through discovery.

15
16 Dated: September 22, 2025

Respectfully submitted:
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