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

20 NANJING NUTRABUILDING BIO-
21 TECH CO., LTD.,
22 Plaintiff,

23 vs.

24 BONERGE LIFESCIENCE (HUNAN)
25 CO., LTD., and DOES 1-9,
26 INCLUSIVE,
27 Defendants.

) Case No. 5:25-cv-00271-JGB-SHK

) [Hon. Jesus G. Bernal]

) **JOINT RULE 26(f) REPORT**

) Scheduling Conference:

) Date: August 25, 2025

) Time: 11:00 a.m.

) Location: Courtroom 1

) 3470 Twelfth Street

) Riverside, California 92501

1 **I. JOINT RULE 26(F) REPORT**

2 Plaintiff NANJING NUTRABUILDING BIO-TECH CO., LTD. (“Plaintiff”
3 or “NNB”) and Defendant BONERGE LIFESCIENCE (HUNAN) CO., LTD.
4 (“Defendant” or “Bonerge”) (Plaintiff and Defendant are collectively referred to as
5 the “Parties”) hereby jointly submit this Joint Rule 26(f) Report following a
6 videoconference of counsel on July 17, 2025 and follow-up correspondence related
7 thereto as the Report was being prepared. **Exhibit A** attached hereto contains the
8 parties’ proposed schedule for the case.
9

10 **II. STATEMENT OF THE CASE**

11 This is a case related to the dietary supplement industry, and in particular,
12 related to berberine metabolites, including dihydroberberine, and the administration
13 of pharmaceutically effective amounts of berberine metabolites, including
14 dihydroberberine, to manage and improve glucose tolerance and related metabolic
15 issues (e.g., metabolic syndrome). NNB asserts infringement by Bonerge of United
16 States Patent No. 10,278,961 (the “’961 Patent”) based on Bonerge’s making, using,
17 importing, offering to sell, and/or selling dihydroberberine in/into the U.S.

18 Bonerge denies infringement and contends that the asserted claims of the ‘961
19 Patent are invalid under 35 U.S.C. §§ 102 and/or 103 based on prior art, and/or
20 invalid based on other grounds under 35 U.S.C. § 112.
21

22 **III. SUBJECT MATTER JURISDICTION**

23 The parties agree that subject matter jurisdiction for NNB’s patent
24 infringement claims is proper under 28 U.S.C. §§ 1331 and 1338(a).
25

26 **IV. LEGAL ISSUES**

27 Without waiving their rights to present additional legal issues, the parties
28 presently believe that the primary legal issues to be adjudicated are as follows:

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- Claim construction of any terms the parties believe may require construction.
- Whether Bonerge’s making, using, importing, offering to sell, and/or selling in/into the U.S. of dihydroberberine infringe one or more claims of the ‘961 Patent literally, under the doctrine of equivalents, or indirectly (contributory or induced infringement).
- Whether any of the asserted claims of the ‘961 Patent are invalid under 35 U.S.C. §§ 102, 103, and/or 112.
- Whether NNB is entitled to injunctive relief, preventing Bonerge from continuing to make, use, import, offer to sell, and/or sell dihydroberberine in/into the U.S. and/or contribute to and/or induce infringement by downstream makers, users, importers, and/or re-sellers in/into the U.S. of dihydroberberine.
- Whether Bonerge’s conduct, if found to be infringing, was/is willful and intentional.
- The extent of NNB’s lost profits and/or Bonerge’s profits generated from Bonerge’s making, using, importing, offering to sell, and/or selling dihydroberberine and/or contributing to and/or inducing infringement of others involved in making, using, importing, and/or re-selling dihydroberberine in violation of the ‘961 Patent, and/or a reasonable royalty related thereto.
- Whether this is an exceptional case.

V. PARTIES, AND NON-PARTY WITNESSES

Subject to developments in the case, the parties may rely on at least the following witnesses (other than expert witnesses to be disclosed at a later date) and documents:

1 **Potential Witnesses**

2
3 **NNB's Statement:**

- 4 • Representatives of NNB to testify regarding the patent, the alleged
5 infringement, and damages and harm to NNB caused by the alleged infringement;
6 • At least one inventor on the '961 Patent;
7 • Representatives of Nature's Fusion, LLC regarding the alleged
8 infringement and any enticements, materials, instructions for use, or the like provided
9 to it by Bonerge.

10 NNB reserves the right to supplement this list through its Rule 26(a)
11 disclosures and/or through discovery.

12
13 **Bonerge's Statement:**

- 14 • Representatives of Bonerge to testify regarding its business operations
15 and its financials with respect to the accused product; and
16 • Inventor or inventors identified on the '961 Patent.

17 Bonerge reserves the right to supplement this list through its Rule 26(a)
18 disclosures and/or through discovery.

19
20 **Potential Key Documents**

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22 **NNB's Statement:**

- 23 • The '961 Patent;
24 • The file history for the '961 Patent;
25 • Documentation showing the chain-of-title for the '961 Patent;
26 • Exemplars of products and their labels/advertising incorporating the
27 allegedly infringing product.
28 • Bonerge's financials related to importation and sales of the accused

1 products into/in the U.S. for use in a lost profits and/or reasonable
2 royalty analysis of damages.

3 NNB reserves the right to supplement this list through its Rule 26(a)
4 disclosures and/or through discovery.

5

6 **Bonerge's Statement:**

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- The '961 Patent;
- 8 • The file history for the '961 Patent;
- 9 • Documentation showing the chain-of-title for the '961 Patent;
- 10 • Bonerge's financials related to importation and sales of the accused
11 products into/in the U.S. for use in a lost profits and/or reasonable
12 royalty analysis of damages.
- 13 • NNB's licenses if any that cover the making, using, importing, offering
14 to sell, and/or selling of dihydroberberine.
- 15 • Prior art literature regarding berberine and dihydroberberine.

16 Bonerge reserves the right to supplement this list through its Rule 26(a)
17 disclosures and/or through discovery.

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19 **Parents, Affiliates, Subsidiaries:**

20

- **Plaintiff's Statement:**
 - 21 ○ NNB Nutrition USA, LLC (affiliate of Plaintiff)
 - 22 ○ Ingredientology Inside, LLC (subsidiary of Plaintiff)
 - 23 ○ Ingredientology (HK) Ltd. (subsidiary of Plaintiff)
 - 24 ○ EXP Labs, LLC (subsidiary of Plaintiff)
- 25
- 26 • **Bonerge's Statement:**
 - 27 ○ Bonerge has no parent, affiliate, or subsidiary companies.

28

1 **VI. DAMAGES**

2 **A. NNB’s Statement**

3 NNB cannot quantify its potential damages at this time because it is unaware
4 of the extent of the alleged infringement by Bonerge in terms of the amount of
5 dihydroberberine imported into and/or sold in the U.S., including pending orders and
6 shipments, nor is it aware of Bonerge’s profit margin on its sales of dihydroberberine.

7
8 **B. Bonerge’s Statement**

9 Bonerge contends that the asserted ’961 patent is invalid or not infringed. To
10 the extent the Court finds the ’961 Patent is valid and infringed, NNB has not
11 specified its damage theories – whether NNB seeks damages under a lost profit
12 theory or reasonable royalty theory. Accordingly, it is premature for Bonerge to
13 provide a rebuttal to NNB’s damage statement.

14
15 **VII. INSURANCE**

16 The parties are unaware of any insurance coverage applying to this matter.

17
18 **VIII. MOTIONS**

19 The parties do not anticipate any motions to amend pleadings, add parties, or
20 transfer venue.

21 Defendant Bonerge expects to petition the USPTO to initiate an *Inter Partes*
22 *Reexamination* proceeding (IPR) to invalidate the ’961 Patent, and will move the
23 Court to stay the District Court proceeding pending the resolution of the IPR
24 proceedings.

25
26 **IX. MANUAL FOR COMPLEX LITIGATION**

27 The parties do not believe this is a case that warrants, or qualifies for, use of
28 the Manual for Complex Litigation.

1 **X. STATUS OF DISCOVERY**

2 The parties will have exchanged their respective Rule 26(a) Initial Disclosures
3 by the time of the Scheduling Conference.

4 The parties anticipate beginning written discovery shortly.
5

6 **XI. DISCOVERY PLAN**

7 The parties do not believe any changes to the disclosure requirements under
8 Rule 26(a) are needed.

9 The parties do not believe discovery should be conducted in phases of liability
10 versus damages, other than the need to conduct discovery related to claim
11 construction, if needed, early in the discovery period given the timing of the claim
12 construction process that the parties have proposed.

13 The parties' discovery plan includes fact discovery (and some limited expert
14 discovery to the extent it pertains to claim construction) occurring during the earlier
15 stages of the case up to and through the Markman Hearing. Because it is helpful to
16 key other discovery deadlines to the timing of the issuance of the Court's Claim
17 Construction Order, it is difficult to predict the specific dates when the parties may
18 need to cut-off fact discovery and traditional (non-Markman) expert discovery. And,
19 inasmuch as the outcome of the Markman process may dictate certain issues that
20 require further discovery, the parties have proposed what they believe is a reasonable
21 amount of time post-Claim Construction Order during which to conduct fact
22 discovery, with some expert discovery to follow.

23 The parties' proposed schedule differs from the Court's Exhibit A Scheduling
24 Worksheet, in part, inasmuch as the parties believe it is most conducive to conduct
25 expert discovery after the completion of fact discovery so as to avoid fact disclosures
26 during expert discovery that could require amendment or supplementation of
27 previously submitted expert reports.
28

1 **A. Schedule for Completion of All Discovery**

2 The parties' proposed case schedule is attached hereto as **Exhibit A**. The
3 parties anticipate being able to complete all discovery within 28 weeks after the
4 Court's issuance of its Claim Construction/Markman Order.

5
6 **B. Subjects on which Discovery May be Needed**

7 Subject to developments in the case, the parties anticipate needing discovery
8 on at least the following subjects:

9
10 **NNB's Statement:**

- 11 • Bonerge's process for manufacturing dihydroberberine and the quality
12 control standards related thereto;
- 13 • Any changes made to the manufacturing process and/or quality control
14 standards over time;
- 15 • Bonerge's invalidity contentions;
- 16 • Bonerge's non-infringement contentions;
- 17 • Bonerge's knowledge of the patents-in-suit, and/or applications
18 therefor, including dates and circumstances related to such knowledge;
- 19 • Bonerge's reliance on any advice of counsel, and any opinions (written
20 or oral) related thereto, for purposes of rebutting willfulness;
- 21 • Importation and sales of dihydroberberine into the U.S., including
22 financial information related to manufacturing costs, distribution,
23 supply chain, and set-up costs, sales prices, and profits, and advertising,
24 marketing, and promotion of the accused product(s);
- 25 • Documents and things provided to customer(s) in connection with
26 dihydroberberine, including materials for information, instruction, and
27 training related to the use of dihydroberberine either for subsequent
28 compounding or use by end users;

- 1 • Any licenses Bonerge may have in connection with making, using,
2 importing, offering to sell, and/or selling dihydroberberine;
- 3 • Bonerge's correspondence with its customers, distributors, supply chain
4 participants, importers, customs brokers, or the like regarding
5 dihydroberberine sales in and to the U.S., its use in compounding or end
6 user, or regarding Plaintiff;
- 7 • Bonerge's board meetings or internal communications as they pertain to
8 this lawsuit, or the demand letters sent by NNB prior to this lawsuit;
- 9 • Bonerge's affirmative defenses; and
- 10 • Claim construction-related matters.

11
12 Plaintiff submits that this list is representative only, and it reserves the right to
13 take discovery on additional matters as the need arises, particularly as it relates to
14 infringement and damages.

15
16 **Bonerge's Statement:**

- 17 • NNB's infringement contentions;
- 18 • NNB's patent validity defenses;
- 19 • NNB's acquisition of the '961 patent including chain of title documents;
- 20 • NNB's dihydroberberine manufacturing processes and the quality
21 control standards related thereto;
- 22 • NNB's correspondence with its customers, distributors, supply chain
23 participants, importers, customs brokers, or the like regarding
24 dihydroberberine sales in and to the U.S., its use in compounding or end
25 user;
- 26 • NNB's importation, marketing and sales of dihydroberberine, including
27 financial information related to manufacturing costs, distribution,
28 supply chain, and set-up costs, sales prices, and profits, and advertising,

- 1 marketing, and promotion of its dihydroberberine product(s);
- 2 • Any licenses NNB may have in connection with making, using,
- 3 importing, offering to sell, and/or selling dihydroberberine; and
- 4 • Claim construction-related matters.

5

6 Defendant submits that the list above is representative only, and it reserves the

7 right to take discovery on additional matters as the need arises, particularly as it

8 relates to invalidity, non-infringement, and damages.

9

10 **C. Any orders that the court should issue under Rule 26(c) or under**

11 **Rule 16(b) and (c)**

12 The parties agree that the case will involve a protective order to protect

13 confidentiality of business records and perhaps other proprietary information, as they

14 are direct competitors. The parties will work to submit a Stipulated Protective Order

15 directly to Magistrate Judge Kewalramani that largely tracks the form Protective

16 Order on Judge Kewalramani’s page on the Court’s website.

17

18 **D. Disclosure, Discovery, or Preservation of Electronically-stored**

19 **Information (“ESI”)**

20 With the exception of email as noted below, the parties shall produce

21 documents and information in native, paper, or PDF format. If produced in a PDF

22 format, the documents shall be produced in single-document PDF files (e.g., a five-

23 page contract would be one five-page PDF file, or a ten-page patent would be one

24 ten-page PDF file). The parties agree that it is impermissible to provide a mass of

25 different documents in a single PDF file, except for invoices, which can be produced

26 in bulk.

27 Email Production Format: The Parties have agreed to preserve electronically-

28 stored e-mail communications in TIFF compatible format with metadata intact.

1 Should either of the parties have a good faith basis for requiring the production of
2 specific emails in a TIFF/OCR format with metadata intact, the parties will meet and
3 confer concerning such a request with a view towards resolving any dispute in the
4 least burdensome and expensive manner possible. Otherwise, emails may be
5 produced in the same manner as other documents.

6 Email Discovery:

7 (1) General ESI production requests under Federal Rules of Civil Procedure
8 34 and 45 shall not include email or other forms of electronic communication
9 (collectively “email”). To obtain email, parties must propound specific email
10 production requests;

11 (2) Email production requests shall only be propounded for specific issues,
12 rather than general discovery of a product or business;

13 (3) Email production requests shall be phased to occur after the parties have
14 exchanged initial disclosures and basic documentation about the patents, the prior
15 art, the accused instrumentalities, and the relevant finances;

16 (4) Email production requests shall identify the custodian, search terms, and
17 time frame. The parties shall cooperate to identify the proper custodians, proper
18 search terms and proper timeframe;

19 (5) Each requesting party shall limit its email production requests to a total
20 of five custodians per producing party for all such requests. The parties may jointly
21 agree to modify this limit without the Court’s leave. The Court shall consider
22 contested requests for up to five additional custodians per producing party, upon
23 showing a distinct need based on the size, complexity, and issues of this specific case.
24 Should a party serve email production requests for additional custodians beyond the
25 limits agreed to by the parties or granted by the Court pursuant to this paragraph, the
26 requesting party shall bear all reasonable costs caused by such additional discovery;

27 (6) Each requesting party shall limit its email production requests to a total
28 of five search terms per custodian per party. The parties may jointly agree to modify

1 this limit without the Court’s leave. The Court shall consider contested requests for
2 up to five additional search terms per custodian, upon showing a distinct need based
3 on the size, complexity, and issues of this specific case. The search terms shall be
4 narrowly tailored to particular issues. Indiscriminate terms, such as the producing
5 company’s name or its product name, are inappropriate unless combined with
6 narrowing search criteria that sufficiently reduce the risk of overproduction. A
7 conjunctive combination of multiple words or phrases (*e.g.*, “computer” and
8 “system”) narrows the search and shall count as a single search term. A disjunctive
9 combination of multiple words or phrases (*e.g.*, “computer” or “system”) broadens
10 the search, and thus each word or phrase shall count as a separate search term unless
11 they are variants of the same word. Use of narrowing search criteria (*e.g.*, “and,”
12 “but not,” “w/x”) is encouraged to limit the production and shall be considered when
13 determining whether to shift costs for disproportionate discovery. Should a party
14 serve email production requests with search terms beyond the limits agreed to by the
15 parties or granted by the Court pursuant to this paragraph, the requesting party shall
16 bear all reasonable costs caused by such additional discovery.

17 The parties agree to meet and confer in good faith prior to any resort to the
18 Court (except in an emergency situation, if any) and to avoid undue burden and
19 expense and to make reasonable efforts to limit burden and expense as it pertains to
20 email discovery and ESI.

21 If either party requests the ESI in native format, and such native documents
22 have not been previously produced, they shall be provided in native format (without
23 load files) at no cost.

24 Nevertheless, if a request for production of ESI in native format would impose
25 costs or burden on the party greatly in excess of the cost or burden of producing such
26 information in paper or .pdf format (for instance, because such ESI contains
27 confidential or privileged information that cannot be readily redacted in native
28 format), a responding party may convert such information to paper or .pdf format for

1 production. To the extent the receiving party believes it requires such information in
2 native format (which was previously produced in paper or .pdf format because of
3 allegedly excess cost or burden), the parties will meet and confer in good faith to
4 address any disputes with a view towards resolution without having to involve the
5 Court.

6
7 **E. Issues About Claims of Privilege or of Protection as Trial-**
8 **Preparation Materials**

9 To the extent required by Rule or as set forth herein, the parties agree to log
10 privileged and/or work product documents and produce privilege logs in accordance
11 with Fed.R.Civ.P. 26(b)(5)(A)(ii) within thirty (30) days of the date on which non-
12 privileged documents are produced in response to a request also encompassing such
13 privileged documents. The parties also agree that they need not provide a log of
14 privileged communications between counsel of record in this matter and their
15 respective clients, but reserve the right to later request such a privilege log if the need
16 arises. The parties further agree that privileged and/or work product documents
17 created by any party after the filing of the complaint in this case do not need to be
18 logged.

19 With respect to privileged information inadvertently disclosed, if the Court
20 believes it is necessary above and beyond the parties' agreement herein to the
21 indented language immediately below, the parties are amenable to jointly seeking a
22 Rule 502(d) Order, which would be worded substantially, if not identically, to the
23 following:

24 The production of privileged or work-product protected
25 documents, electronically stored information (“ESI”) or
26 information, whether inadvertent or otherwise, is not a
27 waiver of the privilege, or protection from discovery, in
28 this case or in any other federal or state proceeding. This

1 Order shall be interpreted to provide the maximum
2 protection allowed by Federal Rule of Evidence 502(d).

3 Upon becoming aware of a potentially privileged document in the other party's
4 production, the receiving party shall provide written notice to the producing party,
5 including identifying the particular document(s) that may be privileged, the
6 producing party shall then have 7 days to confirm whether or not the document should
7 be "clawed back." If after 7 days, assuming the absence of extenuating
8 circumstances, the producing party does not respond, the document shall be deemed
9 non-privileged, and that designation may only be changed thereafter by an Order of
10 the Court.

11

12 **XII. DISCOVERY CUT-OFF**

13 The parties anticipate being able to complete all discovery within 28 weeks
14 after the Court's issuance of its Claim Construction Order.

15 With respect to fact (non-expert) discovery, the parties anticipate being able to
16 complete such discovery, including depositions of non-expert witnesses within 16
17 weeks after the Court's issuance of its Claim Construction Order.

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19 **XIII. EXPERT DISCOVERY**

- 20 • Initial Expert Reports due – 20 weeks after the Court's issuance of its
21 Claim Construction Order.
- 22 • Rebuttal Expert Reports due – 24 weeks after the Court's issuance of its
23 Claim Construction Order.
- 24 • Expert Discovery cut-off – 28 weeks after the Court's issuance of its
25 Claim Construction Order.

26

27 **XIV. DISPOSITIVE MOTIONS**

28 The parties believe the issues of infringement and/or invalidity can likely be

1 determined by summary judgment motions.

2 In connection with summary judgment motions, the parties agree and propose
3 that moving papers should be due 42 days before the hearing date, opposition papers
4 due 28 days before the hearing date, and reply papers due 14 days before the hearing
5 date. This proposed schedule has been included in **Exhibit A**.

6
7 **XV. SETTLEMENT**

8 Following two (2) cease and desist letters that did not result in a resolution of
9 this matter, the case was filed. Thereafter, counsel for the parties engaged in both
10 written correspondence and several calls regarding resolution, but the parties were
11 unable to resolve the dispute.

12 With respect to Local Rule 16-15.4, the parties agree that private mediation is
13 presently preferred as a settlement approach. In terms of timing, the parties believe
14 that late in the fact discovery period and prior to expert report being due may be a
15 suitable time for mediation.

16
17 **XVI. TRIAL ESTIMATE**

18 The parties anticipate a jury trial that will take 4-5 court days.

19 NNB anticipates calling approximately 6-8 witnesses.

20 Bonerge anticipates calling approximately 5-7 witnesses.

21
22 **XVII. TRIAL COUNSEL**

23 NNB – Mark D. Nielsen (lead trial counsel); C. Wook Pak; Daniel M. Cislo.

24 Bonerge – Hua Chen (lead trial counsel); Calvin Chai; Shruti Aggarwal.

25
26 **XVIII. INDEPENDENT EXPERT OR MASTER**

27 The parties do not anticipate the need for an independent expert or Master.
28

1 **XIX. TIMETABLE**

2 The parties' proposed case schedule is attached hereto as **Exhibit A**.

3
4 **XX. OTHER ISSUES**

5
6 **A. Service by Electronic Mail**

7 The parties agree that service by e-mail to the email address(es) registered with
8 CM/ECF for the Receiving Party's counsel of record is equivalent to service by
9 personal service pursuant to Fed.R.Civ.P. 5(b)(2)(A) or (B) if sent by 4:59 p.m.
10 Pacific time, unless the recipient can show that he or she did not receive the email by
11 4:59 p.m. Pacific time. The 4:59 p.m. Pacific time deadline does not apply to service
12 of responses to written discovery and similar matters, and such responses may be
13 served up to 11:59 p.m. Pacific time. This agreement also does not apply to motions
14 or other documents filed by CM/ECF (addressed below). An individual e-mail
15 message shall not exceed 15 MB in size. If documents are served by e-mail, the
16 originals need not follow by regular mail. In the event certain documents are too
17 large to be sent by e-mail (e.g., large exhibits to main document), then the parties
18 agree to serve those large documents the following day by Federal Express next
19 business day service or via a cloud-storage/file sharing system.

20 Regarding ECF-filed documents, the Parties believe that they should follow
21 the Court's Local Rule 5-3.2.1 and General Order No. 10-07 with respect to service
22 of documents electronically filed with the Court.

23
24 **B. Patent Case**

25 Because this is a patent case, the parties agree that infringement and invalidity
26 contentions should be included in the case schedule (*see Exhibit A* attached hereto),
27 as well as a schedule for an early Markman Hearing.

28

1 **C. Translators**

2 Because one or more of the witnesses may not be native English speakers, the
3 parties agree that depositions of any such witnesses may last up to 10.5 hours on the
4 record (not necessarily over one day) to accommodate for translation time.

5 Similarly, an extra day or so of trial should be budgeted because of the need
6 for translators, which will cause trial to proceed somewhat less expeditiously than
7 what may be typical for trials entirely in English.

8
9 **XXI. MAGISTRATE JUDGE PRESIDE**

10 The parties do not wish to have a Magistrate Judge preside for all purposes.

11
12 Respectfully submitted:
13
14 SCHEEF & STONE LLP
15 By: /s/Mark D. Nielsen
 Mark D. Nielsen

 Respectfully submitted:
 SCIENBIZIP, P.C.
16 By: /s/Hua Chen (with permission)
 Hua Chen
17 Attorney for Defendant,
18 BONERGE LIFESCIENCE (HUNAN)
 CO., LTD.

16 CISLO & THOMAS LLP
17 Daniel M. Cislo
18 C. Wook Pak
19 Attorneys for Plaintiff,
20 NANJING NUTRABUILDING BIO-
21 TECH CO., LTD.

 Dated: July 25, 2025

22 Dated: July 25, 2025

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EXHIBIT A TO JOINT STATUS REPORT/JOINT RULE 26(F) REPORT

In connection with the Joint Rule 26(f) Report, Plaintiff NANJING NUTRABUILDING BIO-TECH CO., LTD. (“Plaintiff” or “NNB”) and Defendant BONERGE LIFESCIENCE (HUNAN) CO., LTD. (“Defendant” or “Bonerge”) (Plaintiff and Defendant are collectively referred to as the “Parties”) hereby jointly submit this Exhibit A attached to the Joint Rule 26(f) Report.

Deadline	Parties’ Agreed-Upon Due Dates	Court Order	Comments
Parties to exchange Rule 26(a) Initial Disclosures	8/25/2025		
Scheduling Conference	8/25/2025		
Infringement Contentions ¹	9/22/2025		
Invalidity Contentions	11/04/2025		
Last Day to File Motion to Amend Pleadings/Add Parties	11/11/2025		

¹ To be specific, the parties agree that the Patent Local Rules from the Northern District of California may be consulted to ascertain the nature of the disclosure or other documents required. See https://cand.uscourts.gov/wp-content/uploads/2023/03/Patent_Local_Rules_10-19-2023.pdf. While the parties are not meticulously adhering to the schedule set forth in the Northern District of California Patent Local Rules, they are guided by the ordering of the deadlines and the details regarding each task therein that the parties have adopted in **Exhibit A**.

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Exchange of Claim Terms for Possible Construction	11/18/2025		
Exchange Proposed Constructions and Evidence	12/3/2025		
Complete Claim Construction Discovery	12/17/2025		
Joint Claim Construction and Prehearing Statement	1/13/2026		
Simultaneous Opening Markman Briefs	02/27/2026		
Simultaneous Responding Markman Briefs, etc.	03/13/2026		
Markman Hearing	03/27/2026 (or as may otherwise be scheduled by the Court)		

1 Because it is unclear specifically when the Court will issue its Claim
 2 Construction/Markman Order following the Markman Hearing, the parties believe it
 3 may be easier to set a post-Markman schedule in terms of weeks subsequent to the
 4 Markman Order as opposed to specific dates. Because, however, it appears the Court
 5 may prefer specific dates, the parties have alternatively proposed a set of specific
 6 dates based on an assumption that the Court will issue the Markman Order within 28
 7 days of the Markman Hearing. More specifically, the Table below includes Column
 8 A (weeks after Markman Order) and Column B (specific due dates). The parties are
 9 amenable to whichever the Court prefers:

Deadlines:	A. Weeks After Markman Order	B. Specific Due Dates	C. Court Order
Markman Order	[set by Court]	04/24/2026	
Responses to Contention Interrogatories regarding non- infringement and lack of anticipation/non- obviousness	4 (After Markman Order)	05/22/2026	
Plaintiff Files Final Infringement Contentions; All Parties File Advice of Counsel Disclosures	4 (After Markman Order)	05/22/2026	

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Defendant Files Final Invalidity Contentions	8 (After Markman Order)	06/19/2026	
Close of Fact Discovery (meaning discovery motions and compliance with Court Orders regarding discovery, if any, must be completed by this date)	16 (After Markman Order)	08/14/2026	
Initial Expert Reports on issues where proffering party has Burden of Proof	20 (After Markman Order)	09/11/2026	
Rebuttal Expert Reports	24 (After Markman Order)	10/09/2026	
Close of Expert Discovery	28 (After Markman Order)	11/06/2026	
Last Date to File Dispositive Motions	32 (After Markman Order)	12/04/2026	
Oppositions to Dispositive Motion	34 (After Markman Order)	12/18/2026	
Replies on	36 (After	01/08/2027	

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Dispositive Motions	Markman Order)		
Last Date to Hear Dispositive Motions (Monday 9:00 a.m.)	38 (After Markman Order)	01/25/2027	
Last Date to Conduct Settlement Conference	42 (After Markman Order)	02/12/2027	
Final Pretrial Conference and Hearing on Motions in Limine (Monday)	50 (After Markman Order)	4/5/2027	
Jury Trial (Tuesday 9:00 a.m.) Length: 4-5 days	52 (After Markman Order)	4/20/2027	

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CERTIFICATE OF SERVICE

I hereby certify that on July 25, 2025, I electronically filed the foregoing document with the clerk of court for the U.S. District Court, Central District of California, using the electronic case filing system of the court.

Hua Chen
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Telephone: (213) 426-1778
Attorney for Defendant
Bonerge Lifescience (Hunan) Co., Ltd.

FEDERAL: I declare, under penalty of perjury under the laws of the United States of America that the foregoing is true and that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Executed on July 25, 2025, at Frisco, Texas.

/s/ Ann Akins
Ann Akins