

1 J. Andrew Coombs (SBN 123881)
 2 *andy@coombspc.com*
 3 Annie S. Wang (SBN 243027)
 4 *annie@coombspc.com*
 5 J. Andrew Coombs, A Professional Corporation
 517 E. Wilson Ave., Suite 202
 6 Glendale, California 91206
 7 Telephone: (818) 500-3200
 8 Facsimile: (818) 500-3201

6 Attorneys for Plaintiff
 Louis Vuitton Malletier, S.A.

8 David A. Gauntlett (SBN 96399)
 9 James A. Lowe (SBN 214383)
 10 *jal@gauntlettlaw.com*
 11 GAUNTLETT & ASSOCIATES
 18400 Von Karman, Suite 300
 12 Irvine, California 92612
 13 Telephone: (949) 553-1010
 14 Facsimile: (949) 553-2050

12 Attorneys for Defendants
 13 Akanoc Solutions, Inc.,
 14 Managed Solutions Group, Inc. and Steve Chen

15 UNITED STATES DISTRICT COURT
 16 NORTHERN DISTRICT OF CALIFORNIA (SAN JOSE)

17	Louis Vuitton Malletier, S.A.,)	Case No. C 07 3952 JW
18)	
19	Plaintiff,)	JOINT PRETRIAL CONFERENCE
20)	STATEMENT
21	v.)	
22	Akanoc Solutions, Inc., et al.)	<u>Final Pretrial Conference</u>
23)	Date: March 23, 2009
24)	Time: 3:00 p.m.
25	Defendants.)	Court: Hon. James Ware

23 Plaintiff Louis Vuitton Malletier, S.A. (“Plaintiff”) and Defendants Akanoc Solutions, Inc.,
 24 Managed Solutions Group, Inc. and Steve Chen (collectively “Defendants”) submit the following
 25 Joint Pretrial Conference Statement.

1 **I. Claims and Defenses**

2
3 **A. Plaintiff's Claims**

4 Plaintiff Louis Vuitton Malletier, S.A. ("Plaintiff" or "Louis Vuitton") claims the
5 Defendants Managed Solutions Group, Inc., Akanoc Solutions, Inc. and their principal Steve Chen
6 (collectively "Defendants") are liable for contributory infringement of registered trademarks and
7 copyrights owned by Louis Vuitton. Louis Vuitton is a manufacturer and distributor of luxury
8 goods and it has been engaged in that business for over a hundred years. Its trademarks, including
9 LOUIS VUITTON, LV, the Monogram device trademark and others have been in use and
10 registered with trademark authorities around the world for most of that time. Certain designs have
11 been registered as copyrights with the United States Copyright Office. Louis Vuitton claims these
12 trademarks and copyrights have been used to display, market, distribute and sell counterfeit and
13 unauthorized merchandise on numerous websites hosted by Defendants and that the goods and
14 services provided by Defendants were provided despite notice concerning the underlying
15 counterfeiting activity.

16 **B. Defenses**

17
18 The Defendants deny that they or any of them engaged in any conduct that contributed to
19 the infringement of any right of the Plaintiff. The Defendants assert that most of the evidence
20 relied upon by the Plaintiff is inadmissible for various reasons. Even if the Plaintiff's proffered
21 evidence is admitted, the Defendants assert that the Plaintiff cannot satisfy the elements of any
22 claim of direct or contributory infringement or proof of any damages. Akanoc Solutions, Inc. and
23 Managed Solutions Group, Inc. are Internet hosting companies that provide access to the Internet to
24 third party wholesale resellers of Internet hosting services. Steve Chen is manager of the other two
25 Defendants. Their customers of Akanoc and MSG, in turn, resell Internet access services to third
26 party retail users of the Internet. Akanoc and MSG bundle Internet hosting services for their
27 wholesale customers consisting of access to a computer server, use of a group of Internet protocol
28 (IP) addresses, and a quantity of Internet bandwidth that is obtained, in turn, from large

1 communications companies. A package of these Internet access services is provided for a monthly
2 service charge (typically \$50 to \$60 per month). The wholesale customers of Akanoc and MSG
3 are then free to resell the Internet access to their own retail customers. To the best of the
4 Defendants' knowledge, the third party retail users use the services for various uses including
5 Internet telephone services, downloading software, Internet games, on-line data storage, and
6 websites, among other uses. The Defendants have no control over the uses made of the Internet by
7 its wholesale customers or the retail customers of the wholesale customers and have no knowledge
8 of the uses that may change frequently.

9
10 Akanoc and MSG never host any third party Website. They do not design or provide any
11 technical support to any Website. Akanoc and MSG operate like a telephone company in simply
12 keeping the communications operating without any monitoring or control over any transmitted or
13 stored content. Akanoc and MSG provide only unmanaged Internet hosting services and are unlike
14 ISPs that deal typically with individual customers or small businesses so they provide no
15 management of content or service, except to keep the communication lines open. No defendant
16 participates in any business or revenue sharing with any wholesale customer or its retail customer.
17 The low price per month for substantial bandwidth reflects the minimal services provided and
18 competitive demands for unmanaged services.

19 No defendant has ever had any knowledge of any infringing conduct of any user of its
20 services because they do not and cannot lawfully monitor customer activity. But if anyone
21 complains about abuse of Internet services, including alleged spamming or copyright or trademark
22 infringement, Akanoc or MSG will notify their wholesale customer of the complaint and demand
23 that the customer remove the complained of content. This is done without any investigation of the
24 accuracy of any complaint because no defendant has the ability to verify or investigate such
25 complaints and because there are substantial abuse reports made every day about some small
26 fraction of the approximately 40,000 IP addresses rented to customers. If there are repeated
27 complaints about a customer's usage, other steps can be taken up to unplugging a server but this is
28 not often done because there are likely to be hundreds or thousands of innocent third party users on

1 a server who would be harmed by such action. Whenever the Plaintiff has complained about
2 infringement, Akanoc or MSG has taken appropriate action, consistent with its protocol and
3 industry practices.

4 Defendants contend they are “service providers” as that term is utilized in the Digital
5 Millennium Copyright Act, 17 U.S.C. § 512 et seq., (DMCA) Plaintiff failed to substantially
6 comply with notification requirements of the DMCA as to claimed infringements. Defendants, are
7 immune from liability for monetary relief pursuant to 17 U.S.C. § 512(a), (b), (c) and (d).
8 Defendants’ conduct is mandated by and compliant with the Stored Communications Act (18
9 U.S.C. §§ 2700-2712). Defendants’ conduct as Internet service providers is privileged.



11 **II. Relief**

12 Louis Vuitton seeks entry of a permanent injunction enjoining Defendants from further
13 contributory infringement of its intellectual property rights. Louis Vuitton is also entitled to elect
14 between statutory damages and actual damages under both the Copyright Act and the Trademark
15 Act. Nintendo of America, Inc. v. Dragon Pacific Int’l, Inc., et al., 40 F.3d 1007, 1011 (9th Cir.
16 1994). Under the Trademark Act, Defendants are liable for damages of up to \$2,000,000 for each
17 trademark willfully counterfeited or up to \$200,000 for each trademark innocently counterfeited.
18 Under the Copyright Act, Defendants are liable for damages of up to \$150,000 for each copyright
19 willfully infringed or up to \$30,000 for each copyright innocently infringed. In view of the
20 wholesale nature of the counterfeiting activity (and the fact that Defendants are jointly and
21 severally liable with each of the underlying counterfeiters whose illegal activities were aided by
22 Defendants) and Louis Vuitton’s claim that the underlying activities were willful, Louis Vuitton
23 will seek up to either \$30,000,000 or \$300,000 in statutory damages. In addition, Louis Vuitton
24 may seek actual damages under the Copyright Act or Trademark Act in the form of profits
25 Defendants derived from their contributory conduct. Such actual damages are calculated based on
26 the price charged by Defendants for server packages used to host infringing websites as well as
27 such other service fees and charges as Defendants may levy.



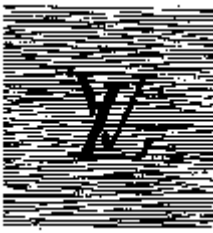



Louis Vuitton will make its election at the time the matter is submitted to the jury. Louis Vuitton will also seek its attorneys' fees and costs in connection with litigating this matter.




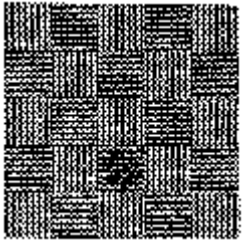
III. Undisputed Facts

- 1.) Louis Vuitton Malletier, S.A. is a corporation duly organized and existing under the laws of France.
- 2.) Akanoc Solutions, Inc. is a corporation duly organized and existing under the laws of California.
- 3.) Managed Solutions Group, Inc. is a corporation duly organized and existing under the laws of California.
- 4.) Racklogic Technologies, Inc. is a corporation duly organized and existing under the laws of California.
- 5.) Racklogic Technologies, Inc. supplies 95% of Akanoc Solutions, Inc.'s servers.
- 6.) Racklogic Technologies, Inc., Akanoc Solutions, Inc. and Managed Solutions Group, Inc. all share a business address at 45535 Northport Loop East, Fremont, California.
- 7.) Louis Vuitton Malletier, S.A. owns the following trademarks:

TRADEMARK	REGISTRATION NUMBER	TRADEMARK PICTURE	CLASS OF GOODS
Louis Vuitton (Interlocked Letters) in a Circle Design	286,345		18
Louis Vuitton (Interlocked Letters) and Monogram Canvas Design	297,594		18
LOUIS VUITTON	1,045,932	LOUIS VUITTON	18

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TRADEMARK	REGISTRATION NUMBER	TRADEMARK PICTURE	CLASS OF GOODS
Louis Vuitton (Interlocked Letters) Design	1,519,828		18
LOUIS VUITTON MALLETIER A PARIS in Rectangle	1,615,681		16, 18
Louis Vuitton (Interlocked Letters) on Epi Leather Design	1,655,564		18
Louis Vuitton (Interlocked Letters) and Monogram Canvas Pattern Design	1,770,131		25
Louis Vuitton (Interlocked Letters) Design	1,794,905		16, 25
Louis Vuitton (Interlocked Letters) and Monogram Canvas Design	1,875,198		16

TRADEMARK	REGISTRATION NUMBER	TRADEMARK PICTURE	CLASS OF GOODS
Louis Vuitton (Interlocked Letters)	1,938,808		14, 24
LOUIS VUITTON World Mark	1,990,760	LOUIS VUITTON	16, 18, 24, 25
Louis Vuitton (Interlocked Letters) Design	2,291,907		34
LOUIS VUITTON	2,303,212	LOUIS VUITTON	34
Louis Vuitton (Interlocked Letters) Design	2,361,695		25
LOUIS VUITTON PARIS and Damier (pattern design)	2,378,388		18

8.) Each of the trademarks listed in above table is valid, effective and enforceable.

9.) Louis Vuitton Malletier, S.A. owns the following copyrights:

<u>Copyright</u>	<u>Registration No.</u>	<u>Date Published</u>	<u>Date Registered</u>

1	Multicolor Monogram	VA 1-250-121	12/18/02	6/24/04
2	Black Print			
3	Mutlicolor Monogram	VA 1-250-120	12/18/02	6/24/04
4	White Print			

6
7 10.) Each of the copyrights listed above is valid, effective and enforceable.

8 11.) Akanoc Solutions, Inc. filed an Interim Designation of Agent to Receive Notification of
9 Claimed Infringement with the United States Copyright Office on 11/30/07 which is
10 marked as Exhibit 54.

11 12.) Managed Solutions Group, Inc. filed an Interim Designation of Agent to Receive
12 Notification of Claimed Infringement with the United States Copyright Office on 11/30/07
13 which is marked as Exhibit 55.

14 13.) The Exhibit 54 and Exhibit 55 filings were the first filings of such notices with the United
15 States Copyright Office by any of the Defendants.

16 14.) Managed Solutions Group, Inc. is an Internet Service Provider based in Fremont,
17 California.

18 15.) Akanoc Solutions, Inc. is an Internet Service Provider based in Fremont, California.

19 **IV. Disputed Facts**

20 Plaintiff identifies the following disputed facts:

- 21 1.) That Defendants had actual or constructive knowledge of the infringing sites on their
22 servers.
- 23 2.) That Defendants had the ability to stop the infringing sites.
- 24 3.) That Defendants have the ability to review content on their servers.
- 25 4.) That Defendants have authority to review content on their servers.
- 26 5.) That Defendants did not respond to notices of infringement.
- 27 6.) That Defendants did not follow industry standards.
- 28

1
2 7.) That Defendants failed to employ responsible business practices to respond to notices of
3 infringement received from plaintiff.

4 The Defendants dispute:

- 5 1.) Whether the underlying websites were infringing.
6 2.) Whether the underlying infringing websites, if any, were hosted by them.
7 3.) Whether Defendants received adequate notice of the underlying infringing
8 websites, if any.
9 4.) That they have sufficient control over the websites to remove the infringing
10 material.
11 5.) That Dediwebhost.com is owned and operated by Akanoc Solutions, Inc.
12 6.) That Akanoc.com is owned and operated by Akanoc Solutions, Inc.
13 7.) That Coloalacarte.com is owned and operated by Akanoc Solutions, Inc.
14 8.) Which, if any, trademarks were infringed?
15 9.) Which, if any copyrights were infringed?
16 10.) Who infringed Vuitton's trademarks?
17 11.) Who infringed Vuitton's copyrights?
18 12.) When did the trademark infringement take place?
19 13.) When did the copyright infringement took place?
20 14.) Whether products sold on the accused Websites infringed Vuitton's rights?
21 15.) Whether the products Louis Vuitton purchased were sold by an accused
22 website using Akanoc's servers?
23 16.) Whether the products Louis Vuitton purchased were sold by an accused
24 website using MSG's servers?
25 17.) Whether the relevant accused website was located in Akanoc's IP range at
26 the time of sale?
27
28

- 1
2
3
4
5
6
7
8
9
10
11
12
- 18.) Whether the relevant accused website was located in MSG's IP range at the time of sale?
 - 19.) Whether Akanoc acted reasonably after receiving Vuitton's notification of infringement?
 - 20.) Whether MSG acted reasonably or expeditiously to remove the infringing content after receiving Vuitton's notification of infringement?
 - 21.) Whether, for notices sent on or after November 30, 2007, Vuitton gave proper notice in writing to Akanoc or MSG as required under the Digital Millennium Copyright Act?
 - 22.) Whether Defendants are entitled to the protection of the "safe harbor" provision of the DMCA.

13 **V. Agreed Statement of Facts**

14 The Parties agree that no part of this case can be tried based on upon an agreed statement of
15 facts.

16 **VI. Stipulations**

17 None.

18
19 **VII. Disputed Law**

20 **1.** Louis Vuitton asserts that the law applicable to its claims for contributory
21 infringement were articulated by the Court in its ruling against Defendants on their motion for
22 summary judgment and that there is no disputed issue of law. To the extent that the Defendants
23 attempt to re-litigate the applicable legal standards at trial, these matters are law of the case and
24 further litigation of these issues is precluded. Jeffries v. Wood, 114 F.3d 1484, 1489 (9th Cir.
25 1997); Segal v. American Tel. & Tel. Co., 606 F.2d 842, 845 (9th Cir. 1979).

26 **Defendants identify the following disputed issues of law in addition to evidentiary**
27 **issues:**

1 **2. Whether Louis Vuitton is required to identify a direct infringer to be successful**
2 **on its inducement of copyright infringement claims.**

3 Defendants contend Louis Vuitton is required to identify direct infringers in China. *See E-*
4 *Pass Technologies, Inc. v. 3Com Corp.*, 473 F.3d 1213, 1222-23 (Fed.Cir.2007) (implying that in
5 order to successfully make out an inducement of infringement claim based on direct infringement
6 by a defendant's customers, the plaintiff should be able to point to at least one end user that
7 infringed).

8 Louis Vuitton does not dispute that proof of an underlying direct infringement is necessary
9 to succeed on its claims for contributory infringement. *Perfect 10, Inc. v. Visa International*
10 *Service Association, et al.*, 494 F.3d 788, 803-807 (9th Cir. 2007) (referencing underlying acts of
11 unidentified “users”, “third parties” and “offending websites” separate and apart from the
12 defendants named in the case law). There is no authority requiring Louis Vuitton to identify the
13 underlying infringer with particularity, especially where, as here, the infringer’s ability to operate
14 anonymously has been facilitated and advanced by the Defendants’ own conduct.

15 **3. Whether Vuitton must prove that each defendant materially contributed to**
16 **direct copyright infringement by third parties.**

17 Defendants contend the law is clear that Vuitton must prove the each defendant materially
18 contributed to direct copyright infringement by third parties. “[O]ne who, with knowledge of the
19 infringing activity, induces, causes or materially contributes to the infringing conduct of another,
20 may be held liable as a ‘contributory’ infringer. [citations omitted] Put differently, liability exists if
21 the defendant engages in personal conduct that encourages or assists the infringement. *A & M*
22 *Records, Inc. v. Napster, Inc.*, 239 F.3d 1004, 1019 (9th Cir.2001)

23 Louis Vuitton does not dispute this issue and asserts the evidence will demonstrate ample
24 involvement by each of the named defendants.

1 **4. Whether the Stored Communications Act (18 U.S.C. § 2701 et seq.) prohibits**
2 **Internet Service Providers such as MSG and Akanoc from monitoring the content of their**
3 **servers.**

4 Louis Vuitton contends that Defendants’ efforts to re-litigate this issue should be summarily
5 rejected. First, the matter has been considered and rejected by the Court in ruling upon
6 Defendants’ objections to Magistrate Judge Lloyd’s order compelling production or inspection of
7 servers and in ruling on Defendants’ motion for summary judgment. Second, the defense has been
8 waived by Defendants’ failure to assert the defense in their Answer or to otherwise raise the
9 purported defense except in response to Louis Vuitton’s demands for production of documents.
10 Third, Louis Vuitton’s theory of liability is not predicated upon “monitoring” as contemplated by
11 the Stored Communications Act.

12 Defendants contend that in addition the 11th Circuit has held the Stored Communications
13 Act does not apply unless the Internet website “is configured in some way as to limit ready access
14 by the general public”. *Snow v. DirecTV, Inc.*, 450 F.3d 1314, 1322 (11th Cir. 2006). Evidence
15 will demonstrate that the websites at issue are all publicly accessible and in fact depend upon the
16 public access provided by Defendants. In addition, the Stored Communications Act provides
17 express limitation on liability for disclosure made pursuant to court processes. *18 U.S.C. 2707*.
18 Louis Vuitton has demonstrated that the Defendants authorities are inapposite, as outlined in its
19 Reply in support of its motion to compel. Docket No. 40.

20 Defendants contend MSG and Akanoc are prohibited by U.S. law from monitoring or
21 viewing customer activity except for maintenance purposes or upon issuance of a search warrant.
22 In 1996, Congress passed the Electronic Communications Privacy Act (“ECPA”) in order “to
23 ensure the security of electronic communications.” *Quon v. Arch Wireless Operating Co., Inc.*, 309
24 F.Supp.2d 1204, 1207 (C.D.Cal. 2004) Title II of the ECPA created the Stored Communications
25 Act (“SCA”).¹ The SCA addressed “access to stored wire and electronic communication and
26

27 ¹ Title I of the ECPA amended the Wiretap Act to adopt for the SCA the same definitions as used
28 in the federal Wiretap Act. *See* 18 U.S.C. § 2711

1 transactional records.” *Quon v. Arch Wireless Operating Co., Inc.*, 309 F.Supp.2d at 1207, citing to
2 S.Rep. No. 99-541, at 3; 1986 U.S.C.C.A.N at 3557. “The ECPA’s legislative history indicates that
3 Congress passed the SCA to prohibit a provider of an electronic communications service ‘from
4 knowingly divulging the contents of any communication while in electronic storage by that service
5 to any person other than the addressee or intended recipient.’” *Quon v. Arch Wireless Operating
6 Co., Inc.*, 309 F.Supp.2d at 1207, citing to S.Rep. No. 99-541, at 37; 1986 U.S.C.C.A.N at 3591.

7 Defendants contend the SCA prohibits Defendants from disclosing the contents of
8 communications in electronic storage:

9
10 A person or entity providing an electronic communication² service to
11 the public **shall not** knowingly **divulge** to any person or entity the
12 **contents** of a **communication** while **in electronic storage** by that
13 service.³ (emphasis added)

14 The Defendants contend they are subject to the SCA as electronic communication service
15 providers defined by the SCA as “any service which provides to users thereof the ability to send or
16 receive wire or electronic communications.”⁴ MSG is governed by the SCA because they are
17 Internet service providers whose servers, routers and cables carry Internet traffic and provide
18 access to the Internet including the ability to send, receive and store electronic communications.
19 *Dyer v. Northwest Airlines Corporations*, 334 F.Supp.2d 1196, 1199 (D.N.D. 2004) (“The . .
20 .definition of ‘electronic communications service’ clearly includes Internet service providers such
21 as America Online, as well as telecommunications companies whose cables and phone lines carry
22 internet traffic.”)

23 The Defendants contend the website files ordered produced are “electronic storage” under
24 the SCA. If the information sought by Louis Vuitton exists at all, it would only exist in electronic
25 storage on the computer servers. The Ninth Circuit agrees that website information stored on a

26 ²An “ ‘electronic communication’ [is defined as:] any transfer of signs, signals, writing, images,
27 sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio,
28 electromagnetic, photoelectronic or photooptical system that affects interstate or foreign
commerce...” 18 U.S.C. § 2510(12).

³18 U.S.C. § 2702(a)(1)

⁴18 U.S.C. § 2510(15).

1 computer is “electronic storage” as defined by the SCA. *See Konop v. Hawaiian Airlines, Inc.*, 302
2 F.3d 868, 879 (9th Cir. (Cal.) 2002) (“The parties agree that the relevant ‘electronic
3 communications service’ is Konop’s Website, and that the website was in ‘electronic storage.’”)

4 Defendants contend section 2701(a) of the SCA creates criminal liability for obeying the
5 Magistrate Judge’s discovery order:

6
7 Except as provided in subsection (c) of this section whoever—
8 (1) intentionally accesses without authorization a facility through
9 which an electronic communication service is provided; or
10 (2) intentionally exceeds an authorization to access that facility;
and thereby obtains, alters, or prevents authorized access to a wire or
electronic communication while it is in electronic storage in such
system shall be punished as provided in subsection (b) of this section.

11 Defendants contend they do not have authorization to access its customers’ information on
12 its servers. The only person who can give “authorization” under the SCA is a “user” of the
13 service.⁵ A “user” is defined as one who uses the service and is duly authorized to do so.⁶ Even
14 being eligible to access a website or Internet service is not enough to qualify as a “user” under the
15 SCA; one must have permission from the owner of the website and actually access the service in
16 order to be able to give authorization under the SCA.⁷ Under this strict definition, neither the
17 Defendants nor the Magistrate Judge can give authorization under the SCA because they are not
18 “users” under the SCA. The only “users” that can give authorization are the website owners.

19 Defendants contend the content on MSG’s servers is SCA-protected because it is expressly
20 configured **not** to be publically accessible. This material is (1) stored on Defendants’ Internet
21 servers located in Defendants’ secured, publicly inaccessible, San Jose, California facility⁸ and (2)
22 only accessible by Defendants’ own customers because only those individual customers have the

23
24 ⁵18 U.S.C. § 2701(c)(2)

25 ⁶*Id.*

26 ⁷*Konop*, 302 F.3d at 880 (holding that even a Hawaiian Airlines employee who was merely
27 authorized to access Snow’s website, but had not actually accessed it himself, was (1) not a “user”
28 under the SCA and (2) could not give authority under the SCA to Hawaiian Airlines to access
Snow’s website using the employee’s name.)

⁸Declaration of Steve Chen in Opposition to Motion to Compel Production of Electronic
Communications on Internet Servers (“Chen Decl.”) ¶4.

1 passwords⁹ to access the servers.¹⁰

2 Defendants contend the Ninth Circuit has held that SCA protection applied to a website
3 whose owner (a Hawaiian Airlines pilot) limited access to it by requiring users to input the names
4 of Hawaiian Airlines pilots. *Konop*, 302 F.3d at 879-881. In that situation, access to the website
5 by Hawaiian Airlines executives was found improper even when “authorized” by pilots who
6 permitted their supervisors to use their identity to gain access to an anti-company site. *Snow v.*
7 *DirectTV*, 450 F.3d 1314, 1322 (11th Cir. 2006) agreed that the *Konop* website was SCA-protected
8 because its modest access restriction was sufficient to limit ready access by the general public.

9 **5. Which *Sleekcraft* factors are relevant to the jury’s determination of likelihood**
10 **of confusion as to source of goods.**

11 Defendants contend a likelihood of confusion must be established before liability for
12 secondary trademark infringement can be established. *Perfumbay.com Inc. v. eBay, Inc.*, 506 F.3d
13 1165, 1173 (9th Cir. 2007) (“The core element of trademark infringement is whether customers are
14 likely to be confused about the source or sponsorship of the products.”). *AMF, Inc. v. Sleekcraft*
15 *Boats*, 599 F.2d 341, 348-349 (9th Cir. 1979) lists eight factors that may be considered by a jury to
16 establish likelihood of confusion. The *Sleekcraft* factors are: (1) the strength of the mark; (2)
17 proximity or relatedness of the goods; (3) the similarity of the marks; (4) evidence of actual
18 confusion; (5) the marketing channels used; (6) the degree of care customers are likely to exercise
19 in purchasing the goods; (7) the defendant’s intent in selecting the mark; and (8) the likelihood of
20 expansion into other markets.” citing *McCord*, 452 F.3d at 1136, n. 9.

21 Defendants contend only those factors that are relevant to the particular case should be
22 considered by the jury. *Metro Pub., Ltd. v. San Jose Mercury News*, 987 F.2d 637, 640 (9th Cir.

23 ⁹Chen Decl. ¶3

24 ¹⁰The Magistrate Judge’s Order states that “at the motion hearing, defendants also confirmed that
25 their servers rotate in and out of use, that defendants initially assign passwords to their clients, and
26 that defendants also re-set passwords when servers have been “returned” or “abandoned.” (Order
27 Granting Plaintiff’s Motion to Compel Documents, fn 4, p.4) While this is true, the Magistrate
28 Judge’s order fails to mention that, while defendants do reset passwords when they reformat the
hard drive and reconfigure returned or abandoned servers the passwords are then changed by
customers once the servers are put back into use. Once the customers change the passwords,
defendants are unable to access the server using the old password. [Chen Decl. ¶3].

1 1993) (“Because each [*Sleekcraft*] factor is not necessarily relevant to every case, this list functions
2 as a guide and is ‘neither exhaustive or exclusive.’”); *Brookfield Communications v. West Coast*
3 *Communications*, 174 F.3d 1036, 1054 (9th Cir.1999) (“Some factors are much more helpful than
4 others, and the relative importance of each individual factor will be case specific [I]t is often
5 possible to reach a conclusion with respect to likelihood of confusion after considering only a
6 subset of the factors.”)

7 Plaintiff states that though the likelihood of confusion is a factual determination normally
8 made using the Sleekcraft eight factor test, in cases involving counterfeit marks, it is unnecessary
9 to perform the step-by-step examination because counterfeit marks are inherently confusing, thus,
10 “if they were used with identical products or services, likelihood of confusion would follow as a
11 matter of course.” Brookfield Communs. v. W. Coast Entm't Corp., 174 F.3d 1036, 1056 (9th Cir.
12 1999); Phillip Morris USA Inc. v. Shalabi, 352 F. Supp. 2d 1067, 1073 (C.D. Cal. 2004); see Lindy
13 Pen Co. v. Bic Pen Corp., 796 F.2d 254, 256-57 (9th Cir. 1986) (reversing a district court's finding
14 of no likelihood of confusion even though the six other likelihood of confusion factors all weighed
15 against a finding of likelihood of confusion)); Shakespeare Co. v. Silstar Corp. of Am., 110 F.3d
16 234, 241 (4th Cir. 1997) (presumption exists when intent to pass off exists); Polo Fashions, Inc. v.
17 Craftex, Inc., 816 F.2d 145, 148 (4th Cir. 1987) (“Where, as here, one produces counterfeit goods in
18 an apparent attempt to capitalize upon the popularity of, and demand for, another's product, there is
19 a presumption of a likelihood of confusion.”); Phillip Morris USA Inc. v. Felizardo, 2004 U.S.
20 Dist. LEXIS 11154, at *18 (S.D.N.Y. June 18, 2004) (“counterfeit marks are inherently
21 confusing”); Gucci America, Inc. v. Duty Free Apparel, Ltd., 286 F. Supp. 2d 284, 287 (S.D.N.Y.
22 2003) (“counterfeits by their very nature, cause confusion”); Microsoft Corp. v. Software
23 Wholesale Club, Inc., 129 F. Supp. 2d 995 (S.D. Tex. 2000) (multifactor test unnecessary because
24 “in the case of a counterfeit mark, likelihood of confusion is clear”).

25 **6. Whether the alternative element of contributory copyright infringement,**
26 **“whether a defendant continued to supply an infringing product to an infringer with**
27

1 **knowledge that the infringer is mislabeling the particular product supplied,” applies if a**
2 **defendant allegedly supplied a *service* rather than a product.**

3 Defendants contend *Perfect 10, Inc. v. Visa Intern. Service Ass'n*, 494 F.3d 788, 807 (9th
4 Cir. 2007) is clear that the alternative second prong of the *Inwood Labs* test for contributory
5 trademark infringement does not apply if the defendant supplies a service, rather than a product:

6 “To be liable for contributory trademark infringement, **a defendant**
7 **must have** (1) “intentionally induced” the primary infringer to
8 **infringe**, or (2) **continued to supply an infringing product to an**
9 **infringer** with knowledge that the infringer is mislabeling the
10 particular product supplied. [citing *Inwood Labs., Inc. v. Ives Labs.,*
11 *Inc.*, 456 U.S. 844, 855 (1982)].

12 Defendants contend Element 2 does not apply because it is undisputed that MSG and
13 Akanoc supply a *service*. They do not supply a product to any alleged infringers.

14 Louis Vuitton contends that Defendants supply goods and services which directly relate to
15 the rampant infringing activity occurring on their servers. As stated by the Court, “MSGI owns
16 most of the hardware and Akanoc is primarily charged with operating it.” Judge Ware’s Order
17 Granting in Part and Denying in Part Defendants’ Motion for Summary Judgment, C07-03952 JW,
18 2:12-13 (Filed December 23, 2008) [hereinafter “Summary Judgment Ruling”]. Defendants’ sell
19 their goods including their hardware or server space, and they also supply services by maintaining
20 dedicated access to those goods, among other things.

21 Louis Vuitton states that in addition to other applicable law on the material contribution
22 prong, current Ninth Circuit standards for contributory liability would apply to Defendants even if
23 they provided only a service in that “a computer system operator can be held contributorily liable if
24 it has actual knowledge that specific infringing material is available using its system, and can take
25 simple measures to prevent further damage to copyrighted works, yet continues to provide access
26 to infringing works.” *Perfect 10, Inc. v. Amazon.com, Inc.*, 508 F.3d 1146, 1172 (9th Cir. 2006);
27 see also *A&M Records, Inc. v. Napster, Inc.*, 239 F.3d 1004, 1021 (9th Cir. 2001) (in the context of
28 a provider of Internet access or services, “if a computer system operator learns of specific
infringing material available on his system and fails to purge such material from the system, the

1 operator knows of and contributes to direct infringement,” finding liability for knowledge,
2 assistance and failure to block access to infringing content); see also Religious Technology Center
3 v. Netcom On-Line Communication Services, Inc., 907 F. Supp. 1361, 1374 (N.D. Cal. 1995)
4 (finding electronic bulletin board operator contributorily liable for failing to delete an infringing
5 post).

6
7 **7. Whether the “direct control and monitoring” test for contributory trademark**
8 **infringement applies if the alleged direct infringer supplies a *product* rather than a service.**

9 Defendants contend that the direct control and monitoring test only applies if the *direct*
10 *infringer* (not the defendant) supplies a *service* rather than a product. In this case, the alleged
11 direct infringers supply only products (alleged counterfeit goods). *Perfect 10, Inc. v. Visa Intern.*
12 *Service Ass’n*, 494 F.3d 788, 807 (9th Cir. 2007) explains that if the second element of contributory
13 trademark infringement applies because the *defendant* continued to supply an infringing *product* to
14 an infringer, and further if the *direct infringer* supplies a *service* rather than a product, for liability
15 to attach there must be “direct control and monitoring of the instrumentality used by the third party
16 to infringe:

17 “When the alleged **direct infringer** supplies a **service** rather than a
18 product, under the second prong of this test, the court must “consider
19 the extent of control exercised by the defendant over the third party's
20 means of infringement.” [citing *Lockheed Martin Corp. v. Network*
21 *Solutions, Inc.*, 194 F.3d 980, 984 (9th Cir.1999)] **For liability to**
22 **attach, there must be [d]irect control and monitoring** of the
23 instrumentality used by a third party to infringe the plaintiff's mark.”
24 *Id.*

25 *Visa Int’l*, 494 F.3d at 807

26 Defendants contend that the ‘direct control and monitoring’ test does not apply not only because
27 the defendants supply a service rather than a product. It also does not apply because the alleged
28 direct infringers supply a product rather than a service.

29 Defendants supply both goods and services to infringers. Additionally, Louis Vuitton states
30 that it is not precluded to show the extent of control by Defendants of the infringing means for
31 purposes of contributory infringement depending on whether the underlying infringement is a

1 product or service. The standard for contributory trademark infringement is that a plaintiff must
2 establish that the defendant (1) intentionally induced the primary infringer to infringe or (2)
3 continued to supply an infringing product to an infringer with knowledge that the infringer is
4 mislabeling the particular product supplied. Perfect 10, Inc. v. Visa Int’l Service Assoc., et al., 494
5 F.3d 788, 807 (9th Cir. 2007). In Lockheed Martin Corp. v. Network Solutions, Inc., 194 F.3d 980,
6 983 (9th Cir. 1999), “the Ninth Circuit held that even though an internet service provider did not
7 supply a “product” to infringing third parties, the court should “consider the extent of control
8 exercised by the defendant over the third party’s means of infringement...[a]ccordingly, when a
9 defendant offers a service instead of a product, a plaintiff can base its contributory trademark
10 infringement claim on the “extent of control” theory or the “intentional inducement theory”.
11 Summary Judgment Ruling 15:1-18.

12 **8. Whether the “willfully blind” approach to proving contributory trademark**
13 **infringement applies in this case.**

14 Defendants contend one way for a plaintiff to demonstrate ‘direct control and monitoring’
15 by defendants is to show that the defendants were willfully blind to infringing activity:
16

17 **Direct control and monitoring** of the instrumentality used by a
18 third-party to infringe the plaintiff’s mark can lead to liability. . . **This**
19 **second test can be met where one** knows or has reason to know of
20 the infringing activity, and [is] ‘**willfully blind**’ to such activity.
Perfect 10, Inc. v. Cybernet Ventures, Inc., 213 F.Supp.2d 1146,
1188-1189 (C.D.Cal. 2002)

21 Defendants contend the “direct control and monitoring” test does not apply here because the
22 alleged direct infringers supply a *product* rather than a *service*. See *Visa Int’l*, 494 F.3d at 807. As
23 a result, the “willfully blind” approach does not apply here either.

24 Louis Vuitton states Defendants’ contentions are at odds with principles of law already
25 articulated in this case by the Court in ruling on their motion for summary judgment. Internet
26 service providers like the Defendants can not remain willfully blind to trademark infringement
27 taking place on their premises. Fonovisa, Inc. v. Cherry Auction, Inc., 76 F.3d 259, 265 (9th Cir.
28 1996); Summary Judgment Ruling 16:20-17:5 (“Defendants physically host websites on their

1 servers and route internet traffic to and from those websites...As with the flea market operators in
2 Fonovisa, Defendants cannot remain “willfully blind” to trademark infringement taking place on
3 their servers.”).

4 **9. Whether Louis Vuitton can prove direct infringement by showing violation of**
5 **one or more of Louis Vuitton’s exclusive rights under the Copyright Act per 17 U.S.C. § 106.**

6 Louis Vuitton states this is not a disputed issue of law and that proof of underlying direct
7 infringement is an element of its cause of action for contributory copyright infringement. The offer
8 for sale, display, distribution and sale of product embodying unauthorized (“replica”) copies of
9 Louis Vuitton’s copyrights will be proved.

10 Defendants contend the elements of direct copyright infringement are (1) ownership of the
11 allegedly infringed material and (2) violation of an exclusive right granted to copyright holders
12 under 17 U.S.C. § 106. *A&M Records, Inc. v. Napster, Inc.*, 239 F.3d 1004, 1013 (9th Cir.2001)

13 17 U.S.C. § 106 provides that the owner of a copyright has the exclusive rights to do and to
14 authorize any of the following:

15 (1) to reproduce the copyrighted work in copies or phonorecords;

16 (2) to prepare derivative works based upon the copyrighted work;

17 (3) to distribute copies or phonorecords of the copyrighted work to the public by sale or
18 other transfer of ownership, or by rental, lease, or lending;

19 (4) in the case of literary, musical, dramatic, and choreographic works, pantomimes, and
20 motion pictures and other audiovisual works, to perform the copyrighted work publicly;

21 (5) in the case of literary, musical, dramatic, and choreographic works, pantomimes, and
22 pictorial, graphic, or sculptural works, including the individual images of a motion picture or other
23 audiovisual work, to display the copyrighted work publicly; and

24 (6) in the case of sound recordings, to perform the copyrighted work publicly by means of a
25 digital audio transmission.

26 Defendants contend Louis Vuitton cannot claim violation of any exclusive rights under 17
27 U.S.C. § 106 (and satisfy this element of direct infringement) because it cannot identify any
28

1 infringement, any direct infringers or prove that any infringement of copyrights took place at any
2 Website hosted on Defendants' servers.

3 **10. Whether Defendants are liable for statutory damages under the Copyright Act**
4 **and Trademark Act and to what extent.**

5 Under the Copyright Act, "Where two or more persons have joined in or contributed to a
6 single infringement of a single copyright, they are all jointly and severally liable, and in such
7 circumstances, in a single infringement action there is but a single set of statutory damages (with
8 one minimum) for which all such persons are liable. Even if the infringement is willful, joint and
9 several liability has still been applied." Nimmer on Copyright §14.04 [E][2](d). If the defendant's
10 infringement "copies from several different copyrighted works owned by the plaintiff, the
11 applicable minimum damages can be multiplied by the number of such infringed copyrights."
12 Nimmer on Copyright §14.04 [E](1).

13 The Trademark Act allows for the award of statutory damages for use of counterfeit marks
14 per counterfeit mark per type of goods or services sold, offered for sale or distributed as the court
15 considers just. 15 U.S.C. 1117 (c). Thus, Plaintiff contends that each of Plaintiff's trademarks that
16 are adjudged to have been infringed would be entitled to a separate statutory damage award against
17 Defendants should Plaintiff elect to pursue statutory damages in the trademark context.

18 **11. Whether MSG's and Akanoc's computer servers are capable of substantial**
19 **non-infringing uses.**

20 Louis Vuitton contends that this is not an issue for decision in this case as Louis Vuitton
21 does not challenge the technology or package of goods and services offered by Defendants but only
22 their failure to take appropriate steps to disable specific acts of infringement as contemplated by
23 applicable standards of contributory liability. Louis Vuitton contends that the Court has already
24 ruled on the application of this doctrine (and against Defendants) on the Motion for Summary
25 Judgment.

26 Defendants contend "Liability for contributory copyright infringement attaches when "one
27 who, with knowledge of the infringing activity, induces, causes or materially contributes to the
28

1 infringing conduct of another.” *Perfect 10, Inc. v. Cybernet Ventures, Inc.*, 213 F.Supp.2d 1146,
2 1169 (C.D.Cal.2002), citing *A & M Records, Inc. v. Napster, Inc.*, 239 F.3d 1004, 1019 (9th
3 Cir.2001) (“Napster II”).

4 Defendants contend because defendants’ computer servers are capable of substantial non-
5 infringing uses, they cannot be deemed to have constructive knowledge of infringing activity for
6 purposes of liability for contributory copyright infringement. See *A&M Records, Inc. v. Napster,*
7 *Inc.*, 239 F.3d 1004, 1020-1021 (9th Cir. 2001) (“The *Sony* Court declined to impute the requisite
8 level of knowledge where the defendants made and sold equipment capable of both infringing and
9 “substantial noninfringing uses. . . We are bound to follow *Sony*, and will not impute the requisite
10 level of knowledge to Napster merely because peer-to-peer file sharing technology may be used to
11 infringe plaintiffs' copyrights.”)

12 See also *Perfect 10 v. Google, Inc.*, 416 F.Supp.2d 828, 853 (C.D.Cal.2006) (“Under *Sony*,
13 Google cannot be deemed to have constructive knowledge of infringing activity since its search
14 engine clearly is capable of commercially significant noninfringing uses.”)

15 Defendants contend, as a result, to prevail Vuitton must prove each defendant had *actual*
16 knowledge of direct infringement. See *A&M Records, Inc. v. Napster, Inc.*, 239 F.3d 1004, 1020
17 (9th Cir. 2001) (“[A]ctual, specific knowledge of direct infringement renders *Sony's* holding of
18 limited assistance to a defendant seeking to avoid contributory liability.”)

19 **12.) Whether Defendants are entitled to the protection of the “safe harbor”**
20 **provisions of the DMCA.**

21 Defendants contend: The Defendants are entitled to the benefit of the “safe harbor”
22 provisions of the DMCA, 17 U.S.C. § 512(a), (b), (c) and (d) as to some or all alleged
23 infringements.
24

25 Louis Vuitton contends that the safe harbor provisions of the DMCA have no application to
26 Louis Vuitton’s claim for contributory copyright infringement, that the Defendants will be unable
27 to prove their compliance with the conditions required for safe harbor immunity, and, even if they
28

1 were otherwise eligible, their failure to act expeditiously to remove infringing material deprives
2 them of this defense.

3 **13. Whether Akanoc’s and MSG’s Internet hosting services entail the kind of**
4 **‘direct control and monitoring’ required to justify an extension of *Inwood’s* “supplies a**
5 **product” requirement to the instant action.**

6 Louis Vuitton contends the applicable standards are well supported by case law and have
7 been articulated by the Court in ruling on Defendants’ motion for summary judgment.

8 Defendants contend contributory trademark infringement occurs when the defendant either
9 intentionally induces a third party to infringe the plaintiff’s mark or **supplies a product** to a third
10 party **with actual or constructive knowledge** that the product is being used to infringe the service
11 mark. *Inwood Lab., Inc. v. Ives Lab., Inc.*, 456 U.S. 844, 853-54 (1982)

12 Defendants contend that when measuring and weighing a fact pattern in the contributory
13 infringement context without the convenient “product” mold dealt with in *Inwood Lab.*, “we
14 consider the extent of control exercised by the defendant over the third party’s means of
15 infringement.” *Hard Rock Café Licensing Corporation v. Concession Services, Inc.*, 955 F.2d
16 1143, 1148-49 (noting the common-law responsibilities of a landlord regarding illegal activity on a
17 rented premises); see *Fonovisa*, 76 F.3d at 265 (adopting *Hard Rock’s* analysis). Direct control and
18 monitoring of the instrumentality used by a third party to infringe the plaintiff’s mark permits the
19 expansion of *Inwood Lab.’s* “supplies a product” requirement for contributory infringement.

20 Defendants contend but the provision of Internet hosting services does not entail the kind of
21 direct control and monitoring required to justify the extension of the “supplies a product” rule to
22 Internet hosting. See *Lockheed Martin Corp. v. Network Solutions, Inc.*, 194 F.3d 980, 985 (“In an
23 attempt to fit under *Fonovisa’s* umbrella, Lockheed characterizes NSI’s service as a licensing
24 arrangement with alleged third party infringers. Although we accept Lockheed’s argument that
25 NSI licenses its routing service to domain-name registrants, the routing service is just that – a
26 service. In *Fonovisa* and *Hard Rock*, by contrast, the defendants licensed *real estate* with the
27 consequent direct control over the activity that the third party alleged infringers engaged in on the
28

1 premises.”)

2
3 **VIII. Witnesses**

4 Plaintiff anticipates calling the following witnesses:

- 5 1.) Nikolay Livadkin, Anti-Counterfeiting Coordinator, LVMH Fashion Group
6 2.) Robert Holmes, Principal, IPCybercrime.com, LLC
7 3.) Steve Chen, Defendant
8 4.) Juliana Luk, employee of Defendant

9 Defendants anticipate calling the following witnesses:

- 10 1.) Steve Chen
11 2.) Will Lone
12 3.) Andrew Cheng
13 4.) Juliana Luk
14 5.) Any witness listed or called by Plaintiff

15
16 **IX. Evidence**

17 The Parties have prepared the attached lists of anticipated exhibits.

18 Plaintiff reserves the right to supplement as provided by the Court based on its pending
19 administrative motion pertaining to its underlying motion to compel production of documents or to
20 permit inspection of servers operated by the Defendants. Plaintiff also reserves the right to
21 supplement any new evidence obtained after the filing of its exhibit list.

22 Plaintiff anticipates using excerpts from the Deposition Transcript of Juliana Luk, as well as
23 Defendants’ Responses to Plaintiff’s Requests for Admissions.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

X. Any Other Matters

None.

Dated: February 23, 2009

J. Andrew Coombs, A Professional Corp.

 /s/ J. Andrew Coombs

By: J. Andrew Coombs
 Annie S. Wang
Attorneys for Plaintiff Louis Vuitton Malletier, S.A.

Dated: February 23, 2009

Gauntlett & Associates

 /s/ James A. Lowe

By: David A. Gauntlett
 James A. Lowe
Attorneys for Defendants Akanoc Solutions, Inc.,
Managed Solutions Group, Inc. and Steve Chen

Plaintiff's Exhibit List

Louis Vuitton Malletier, S.A. v. Akanoc Solutions, Inc., et al. CV07-3952 JW

Ex. #	Description	Identified	Admitted
1	Email dated 1/17/07 to abuse@akanoc.com (www.wendy929.net)	4/8/2008	
2	Letter dated 2/9/07 to Akanoc Solutions Inc. (www.bag925.com)	4/8/2008	
3	Letter dated 2/19/07 to Akanoc Solutions Inc. (www.bag925.com) w/tracking	4/8/2008	
4	Letter dated 2/21/07 to Akanoc Solutions Inc. (www.ape168.com) w/tracking	4/8/2008	
5	Letter dated 3/19/07 to Akanoc Solutions Inc. (www.ape168.com) w/tracking	4/8/2008	
6	Letter from J. Andrew Coombs, Esq. to Steve Chen dated 4/20/07	4/8/2008	
7	Letter from J. Andrew Coombs, Esq. to James. A. Lowe, Esq. dated 11/26/07	4/8/2008	
8	Email from security to noraq (www.watchesreplica.net) dated 11/29/07	4/8/2008	
9	Email from security to noraq@126.com (www.ebuynike.com and www.ecshoes.com) dated 11/30/07	4/8/2008	
10	Email from security to wa78@mail2000.com.tw (www.famous-shop.com) dated 12/19/07	4/8/2008	
11	Email from security to idc@abcde.cn (www.worldkeytrade.com) dated 12/13/07	4/8/2008	
12	Emails between security and idc@abcde.cn dated 12/14/07	4/8/2008	
13	Letter from J.Andrew Coombs, Esq. to James A. Lowe, Esq. dated 3/3/08	4/8/2008	
14	Letter from J.Andrew Coombs, Esq. to James A. Lowe, Esq. dated 3/31/08	4/8/2008	
15	Letter dated 2/7/07 to Managed Solutions Group Inc. (New Jersey) from Louis Vuitton (www.atozbrand.com)	2/18/2009	
16	Letter dated 2/14/07 to Managed Solutions Group Inc. from Louis Vuitton (www.eshoes99.com)	4/8/2008	
17	Letter dated 2/21/07 to Managed Solutions Group from Louis Vuitton (www.atozbrand.com) w/tracking	4/8/2008	
18	Letter dated 2/23/07 to Managed Solutions Group from Louis Vuitton (www.eshoes99.com) w/tracking	4/8/2008	
19	Letter dated 3/30/07 to Managed Solutions Group Inc. and Steve Chen from Louis Vuitton (www.atozbrand.com) w/tracking	4/8/2008	
20	ARIN WHOIS Database Search Results for "akanoc" dated 4/8/08	4/8/2008	
21	Akanoc Solutions Inc. Service Agreement	4/8/2008	
22	Dediwebhost.com advertisement	4/8/2008	
23	Dediwebhost.com printout re company profile dated 4/8/08	4/8/2008	

24	Dediwebhost.com printout re managed services dated 4/8/08	4/8/2008	
25	ARIN Service Agreement	4/8/2008	
26	Email from security to wangkiyo@hotmail.com ("www.eastarebiz.com") dated 3/3/08	4/8/2008	
27	Email from security to wangkiyo@hotmail.com (www.eastarbiz.net) dated 4/1/08	4/8/2008	
28	Acceptable Use Policy	4/8/2008	
29	Email from security to steve chen ("checked the content") dated 10/3/07	4/8/2008	
30	Email from security to Will Lone ("content inspection") dated 11/29/07	4/8/2008	
31	Email from steve chen to security (content checking, unplug if moved around, past complaints) dated 9/12/07	4/8/2008	
32	Email from security to caizj ("2nd time" "verify result") dated 9/11/07	4/8/2008	
33	Email from security to zhonghh (www.pickbags.com re Lacoste) dated 9/7/07	4/8/2008	
34	Document from ARIN WHOIS Database Search	4/9/2008	
35	Spreadsheet	4/9/2008	
36	Letter to Manged Solutions Group Inc. from Louis Vuitton (www.wendy929.net) dated 10/16/06	4/9/2008	
37	Letter to Manged Solutions Group Inc. and Steve Chen from Louis Vuitton (www.eshoes99.com) dated 3/30/07 w/tracking	4/9/2008	
38	Email from Steve Chen to Security (www.lvbagz.com) dated 9/14/07	4/9/2008	
39	Email from security to noraq dated 9/14/07 (re counterfeit Lacoste)	4/9/2008	
40	Email from security to zhonghh and Willone (re infringement of HUBLOT watches) dated 12/23/07	4/9/2008	
41	Email from security to Steve Chen (www.watch-ebay.com) dated 8/21/07	4/9/2008	
42	Manged Solutions Group, Inc. Income Statement for Fiscal Year 2007	4/9/2008	
43	Email from security to abuse@knownhost.com dated 9/2/07	4/12/2008	
44	Email from security to ahuji.biz dated 9/6/07	4/12/2008	
45	Email from security to zhaomuserver (www.nikeshoesoffer.com) dated 12/13/07	4/12/2008	
46	Email from security to Noraq@126.com dated 9/13/07	4/12/2008	
47	Email from security to Brian C. Roche (re Microsoft infringement) dated 9/12/07	4/12/2008	
48	Email from security to Steve Chen dated 9/1/07	4/12/2008	
49	Email from security to Steve Chen dated 7/10/07	4/12/2008	
50	Email from security to support@tooming.com (re "2nd note") dated 9/15/07	4/12/2008	
51	Letter from J. Andrew Coombs, Esq. to James A. Lowe, Esq. dated 1/30/09	2/18/2009	

52	Letter from J. Andrew Coombs, Esq. to James A. Lowe, Esq. dated 2/4/09	2/18/2009	
53	Response to 9/19/08 letter from James A. Lowe, Esq. to J. Andrew Coombs, Esq. dated 10/2/08	2/18/2009	
54	Interim Designation of Agent to Receive Notification of Claimed Infringement for Akanoc Solutions, Inc. dated received 11/30/07	2/18/2009	
55	Interim Designation of Agent to Receive Notification of Claimed Infringement for Managed Solutions Group, Inc. dated received 11/30/07	2/18/2009	
56	Akanoc Acceptable Use Policy dated 4/30/08	2/18/2009	
57	Letter dated 1/17/07 (email) to abuse@akanoc.com re www.eshoes99.com	2/18/2009	
58	Letter/email dated 10/23/06 to abuse@akanoc.com re www.eshoes99.com	2/18/2009	
59	Email dated 10/25/06 to abuse@webhostplus.com re www.wendy929.net	2/18/2009	
60	Letter dated 10/30/06 to Akanoc Solutions Inc. re www.wendy929.net	2/18/2009	
61	Letter dated 2/6/07 to Akanoc Solutions Inc. from Louis Vuitton (www.eshoes99.com) w/tracking	2/18/2009	
62	Letter stamped reminder dated 1/23/07 to Akanoc Solutions Inc re www.wendy929.net	2/18/2009	
63	Website www.wendy929.net 8/11/06	2/18/2009	
63.1	Website www.wendy929.net 10/11/06	2/18/2009	
63.2	Website www.wendy929.net 10/30/06	2/18/2009	
63.3	Website www.wendy929.net 7/16/07	2/18/2009	
63.4	Website www.wendy929.net 9/19/07	2/18/2009	
64	Hosting Status www.wendy929.net 10/16/06	2/18/2009	
64.1	Hosting Status www.wendy929.net 10/23/06	2/18/2009	
64.2	Hosting Status www.wendy929.net 10/30/06	2/18/2009	
64.3	Hosting Status www.wendy929.net 4/17/07	2/18/2009	
64.4	Hosting Status www.wendy929.net 9/19/07	2/18/2009	
64.5	Hosting Status www.wendy929.net 3/10/08	2/18/2009	
65	R. Holmes buy report dated 6/26/07 w/images of product and packaging purchased from www.wendy929.net and related documents (CONFIDENTIAL)	2/18/2009	
66			
67	Evidence www.wendy929.net multi-colored handbag and packaging	2/18/2009	
68	Website www.ape168.com	2/18/2009	
68.1	Website www.ape168.com dated 10/23/06	2/18/2009	
69	Hosting Status www.ape168.com dated 3/10/08	2/18/2009	
69.1	Hosting Status www.ape168.com	2/18/2009	
69.2	Hosting Status www.ape168.com dated 3/14/07	2/18/2009	
69.3	Hosting Status www.ape168.com dated 7/24/08	2/18/2009	
70	Website www.atozbrand.com	2/18/2009	
70.1	Website www.atozbrand.com 1/31/07	2/18/2009	
70.2	Website www.atozbrand.com dated 3/19/07	2/18/2009	
71	Hosting Status www.atozbrand.com dated 3/10/08	2/18/2009	

71.1	Hosting Status www.atozbrand.com	2/18/2009	
71.2	Hosting Status www.atozbrand.com dated 1/31/07	2/18/2009	
71.3	Hosting Status www.atozbrand.com dated 4/10/07	2/18/2009	
71.4	Hosting Status www.atozbrand.com dated 7/24/08	2/18/2009	
72	Website www.bag925.com	2/18/2009	
72.1	Website www.bag925.com dated 10/9/06	2/18/2009	
73	Hosting Status www.bag925.com	2/18/2009	
73.1	Hosting Status www.bag925.com 3/10/08	2/18/2009	
73.2	Hosting Status www.bag925.com 10/9/06	2/18/2009	
73.3	Hosting Status www.bag925.com 7/24/08	2/18/2009	
74	Louis Vuitton response to customer complaint dated 1/31/07 re www.atozbrand.com	2/18/2009	
75	Website www.eshoes99.com 9/19/07	2/18/2009	
75.1	Website www.eshoes99.com 10/23/07	2/18/2009	
75.2	Website www.eshoes99.com 11/22/07	2/18/2009	
76	Hosting Status www.eshoes99.com	2/18/2009	
76.1	Hosting Status www.eshoes99.com 10/23/06	2/18/2009	
76.2	Hosting Status www.eshoes99.com 2/23/07	2/18/2009	
76.3	Hosting Status www.eshoes99.com 3/14/07	2/18/2009	
76.4	Hosting Status www.eshoes99.com 4/10/07	2/18/2009	
76.5	Hosting Status www.eshoes99.com 9/19/07	2/18/2009	
76.6	Hosting Status www.eshoes99.com 3/10/08	2/18/2009	
77	Website www.315ec.com 8/29/07	2/18/2009	
78	Hosting Status www.315ec.com 8/29/07	2/18/2009	
78.1	Hosting Status www.315ec.com 9/19/07	2/18/2009	
78.2	Hosting Status www.315ec.com 3/10/08	2/18/2009	
79	Website www.Bag4sell.com 3/8/07	2/18/2009	
79.1	Website www.Bag4sell.com 9/19/07	2/18/2009	
80	Hosting Status www.Bag4sell.com 3/8/07	2/18/2009	
80.1	Hosting Status www.Bag4sell.com 9/19/07	2/18/2009	
80.2	Hosting Status www.Bag4sell.com 3/10/08	2/18/2009	
81	R. Holmes buy report dated 5/30/07 w/images of product and packaging purchased from www.bag4sell.com and related documents (CONFIDENTIAL)	2/18/2009	
82	Evidence www.bag4sell.com LV purse (small, brown monogram) and packaging	2/18/2009	
83			
84	Website www.Bigworldshoes.com 11/14/07	2/18/2009	
84.1	Website www.Bigworldshoes.com 1/27/09	2/18/2009	
84.2	Website www.Bigworldshoes.com 1/28/09	2/18/2009	
85	Hosting Status www.Bigworldshoes.com 11/14/07	2/18/2009	
85.1	Hosting Status www.Bigworldshoes.com 3/10/08	2/18/2009	
85.2	Hosting Status www.Bigworldshoes.com 1/23/09	2/18/2009	
85.3	Hosting Status www.Bigworldshoes.com 1/27/09	2/18/2009	
85.4	Hosting Status www.Bigworldshoes.com 1/28/09	2/18/2009	
86			
87	Website www.Brandfashioner.com 8/29/07	2/18/2009	
87.1	Website www.Brandfashioner.com 8/30/07	2/18/2009	
87.2	Website www.Brandfashioner.com 9/19/07	2/18/2009	
88	Hosting Status www.Brandfashioner.com 8/30/07	2/18/2009	

88.1	Hosting Status www.Brandfashioner.com 9/19/07	2/18/2009	
88.2	Hosting Status www.Brandfashioner.com 3/10/08	2/18/2009	
89	Website www.Brandstylesales.com 10/11/07	2/18/2009	
90	Hosting Status www.Brandstylesales.com 10/11/07	2/18/2009	
90.1	Hosting Status www.Brandstylesales.com 3/10/08	2/18/2009	
91	Hosting Status www.Brandtrading.net 3/10/08	2/18/2009	
92	Website www.Buymyshoes.net 9/28/07	2/18/2009	
92.1	Website www.Buymyshoes.net 11/22/07	2/18/2009	
93	Hosting Status www.Buymyshoes.net 9/28/07	2/18/2009	
93.1	Hosting Status www.Buymyshoes.net 3/10/08	2/18/2009	
93.2	Hosting Status www.Buymyshoes.net 3/12/08	2/18/2009	
94	Website www.Cn-nike.us 5/12/08	2/18/2009	
94.1	Website www.Cn-nike.us 1/29/09	2/18/2009	
94.2	Website www.Cn-nike.us 2/11/09	2/18/2009	
95	Hosting Status www.Cn-nike.us 10/4/07	2/18/2009	
95.1	Hosting Status www.Cn-nike.us 11/23/07	2/18/2009	
95.2	Hosting Status www.Cn-nike.us 3/13/08	2/18/2009	
95.3	Hosting Status www.Cn-nike.us 4/28/08	2/18/2009	
95.4	Hosting Status www.Cn-nike.us 4/29/08	2/18/2009	
95.5	Hosting Status www.Cn-nike.us 5/13/08	2/18/2009	
95.6	Hosting Status www.Cn-nike.us 1/29/09	2/18/2009	
95.7	Hosting Status www.Cn-nike.us 2/11/09	2/18/2009	
96	Website www.Dreamyshoes.com 11/13/07	2/18/2009	
96.1	Website www.Dreamyshoes.com 1/27/09	2/18/2009	
96.2	Website www.Dreamyshoes.com 1/28/09	2/18/2009	
97	Hosting Status www.Dreamyshoes.com 11/13/07	2/18/2009	
97.1	Hosting Status www.Dreamyshoes.com 3/10/08	2/18/2009	
97.2	Hosting Status www.Dreamyshoes.com 1/23/09	2/18/2009	
97.3	Hosting Status www.Dreamyshoes.com 1/27/09	2/18/2009	
97.4	Hosting Status www.Dreamyshoes.com 1/28/09	2/18/2009	
97.5	Hosting Status www.Dreamyshoes.com (no date)	2/18/2009	
98	Website www.Eastarbiz.com 8/13/07	2/18/2009	
98.1	Website www.Eastarbiz.com 9/19/07	2/18/2009	
98.2	Website www.Eastarbiz.com 9/21/07	2/18/2009	
98.3	Website www.Eastarbiz.com 5/12/08	2/18/2009	
99	Hosting Status www.Eastarbiz.com 8/13/07	2/18/2009	
99.1	Hosting Status www.Eastarbiz.com 9/19/07	2/18/2009	
99.2	Hosting Status www.Eastarbiz.com 3/10/08	2/18/2009	
99.3	Hosting Status www.Eastarbiz.com 4/28/08	2/18/2009	
99.4	Hosting Status www.Eastarbiz.com 4/29/08	2/18/2009	
99.5	Hosting Status www.Eastarbiz.com 5/13/08	2/18/2009	
100	Hosting Status www.Eastarbiz.net 8/21/08	2/18/2009	
101	Website www.Ebuynike.com 10/24/07	2/18/2009	
102	Hosting Status www.Ebuynike.com 10/23/07	2/18/2009	
102.1	Hosting Status www.Ebuynike.com 3/10/08	2/18/2009	
103	Website www.Ecshoes.com 8/10/07	2/18/2009	
104	Hosting Status www.Echoes.com 10/2/07	2/18/2009	
104.1	Hosting Status www.Echoes.com 3/10/08	2/18/2009	
105	Webstie www.Egotobuy.com 9/28/07	2/18/2009	
106	Hosting Status www.Egotobuy.com 9/28/07	2/18/2009	
106.1	Hosting Status www.Egotobuy.com 3/10/08	2/18/2009	

107	Website www.Emsyou.com 11/20/07	2/18/2009	
108	Hosting Status www.Emsyou.com 11/20/07	2/18/2009	
108.1	Hosting Status www.Emsyou.com 3/10/08	2/18/2009	
109	Hosting Status www.Eshoes99.net 1/23/09	2/18/2009	
109.1	Hosting Status www.Eshoes99.net 1/27/09	2/18/2009	
110	Website www.Famous-shop.com 3/8/07	2/18/2009	
110.1	Website www.Famous-shop.com 4/20/07	2/18/2009	
111	Hosting Status www.Famous-shop.com 3/7/07	2/18/2009	
111.1	Hosting Status www.Famous-shop.com 4/20/07	2/18/2009	
111.2	Hosting Status www.Famous-shop.com 9/19/07	2/18/2009	
111.3	Hosting Status www.Famous-shop.com 3/10/08	2/18/2009	
112			
113	Hosting Status www.Fansjersey.com 3/10/08	2/18/2009	
114	Website www.Guccifendi.com 8/20/07	2/18/2009	
114.1	Website www.Guccifendi.com 9/19/07	2/18/2009	
115	Hosting Status www.Guccifendi.com 8/20/07	2/18/2009	
115.1	Hosting Status www.Guccifendi.com 9/19/07	2/18/2009	
115.2	Hosting Status www.Guccifendi.com 3/10/08	2/18/2009	
116	R. Holmes buy report dated 11/13/07 w/images of product and packaging purchased from www.guccifendi.com and related documents (CONFIDENTIAL)	2/18/2009	
117	Evidence www.guccifendi.com LV handbag white w/multicolored monogram and packaging	2/18/2009	
118	Website www.Gz-free.com 8/14/07	2/18/2009	
118.1	Website www.Gz-free.com 9/19/07	2/18/2009	
119	Hosting Status www.Gz-free.com 8/13/07	2/18/2009	
119.1	Hosting Status www.Gz-free.com 8/14/07	2/18/2009	
119.2	Hosting Status www.Gz-free.com 9/19/07	2/18/2009	
119.3	Hosting Status www.Gz-free.com 3/13/08	2/18/2009	
120	Website www.Handbagsell.com 10/29/07	2/18/2009	
120.1	Website www.Handbagsell.com 11/22/07	2/18/2009	
121	Hosting Status www.Handbagsell.com 10/29/07	2/18/2009	
121.1	Hosting Status www.Handbagsell.com 3/10/08	2/18/2009	
122	Website www.ilouisvuitton.com 10/24/07	2/18/2009	
123	Hosting Status www.ilouisvuitton.com 10/24/07	2/18/2009	
123.1	Hosting Status www.ilouisvuitton.com 3/12/08	2/18/2009	
124	Website www.Imitation-gold.com 10/2/07	2/18/2009	
125	Hosting Status www.Imitation-gold.com 10/2/07	2/18/2009	
125.1	Hosting Status www.Imitation-gold.com 3/12/08	2/18/2009	
126	Website www.Innike.com 4/2/07	2/18/2009	
126.1	Website www.Innike.com 9/19/07	2/18/2009	
127	Hosting Status www.Innike.com 4/2/07	2/18/2009	
127.1	Hosting Status www.Innike.com 9/19/07	2/18/2009	
127.2	Hosting Status www.Innike.com 3/12/08	2/18/2009	
128	R. Holmes buy report dated 5/30/07 w/images of product and packaging purchased from www.innike.com and related documents (CONFIDENTIAL)	2/18/2009	
129	Evidence www.innike.com LV multi-colored handbag with pink flowers and packaging	2/18/2009	

130	Website www.Longtimegroup.com 10/29/07	2/18/2009	
131	Hosting Status www.Longtimegroup.com 10/29/07	2/18/2009	
131.1	Hosting Status www.Longtimegroup.com 3/12/08	2/18/2009	
132	Hosting Status www.Louis-vuitton-bags.org 3/12/08	2/18/2009	
133	Website www.Louisvuittonbagz.com 9/6/07	2/18/2009	
134	Hosting Status www.Louisvuittonbagz.com 9/6/07	2/18/2009	
134.1	Hosting Status www.Louisvuttionbagz.com 11/22/07	2/18/2009	
134.2	Hosting Status www.Louisvuttionbagz.com 3/10/08	2/18/2009	
134.3	Hosting Status www.Louisvuttionbagz.com 3/12/08	2/18/2009	
135	Website www.Lovernike.com 10/11/07	2/18/2009	
135.1	Website www.Lovernike.com 10/15/07	2/18/2009	
136	Hosting Status www.Lovernike.com 10/11/07	2/18/2009	
136.1	Hosting Status www.Lovernike.com 3/10/08	2/18/2009	
137	Website www.Luxelike.com 9/20/07	2/18/2009	
137.1	Website www.Luxelike.com 11/5/07	2/18/2009	
138	Hosting Status www.Luxelike.com 9/20/07	2/18/2009	
138.1	Hosting Status www.Luxelike.com 3/13/08	2/18/2009	
139	Website www.Luxury2us.com 10/2/07	2/18/2009	
140	Hosting Status www.Luxury2us.com 10/2/07	2/18/2009	
140.1	Hosting Status www.Luxury2us.com 3/10/08	2/18/2009	
141	R. Holmes buy report dated 11/6/07 w/images of product and packaging purchased rom www.luxury2us.com and related documents (CONFIDENTIAL)	2/18/2009	
142	Evidence www.luxury2us.com LV wallet (white/multicolor monogram) and packaging	2/18/2009	
143	Website www.Lvbagz.com 3/12/07	2/18/2009	
144	Hosting Status www.Lvbagz.com 9/6/07	2/18/2009	
144.1	Hosting Status www.Lvbagz.com 3/10/08	2/18/2009	
144.2	Hosting Status www.Lvbagz.com 4/28/08	2/18/2009	
144.3	Hosting Status www.Lvbagz.com 4/29/08	2/18/2009	
145	Hosting Status www.Lv-nike.com 3/10/08	2/18/2009	
146	Website www.Mailgoods.com 9/24/07	2/18/2009	
146.1	Website www.Mailgoods.com - FAQ - 11/22/07	2/18/2009	
147	Hosting Status www.Mailgoods.com 9/24/07	2/18/2009	
147.1	Hosting Status www.Mailgoods.com 3/10/08	2/18/2009	
148	Hosting Status www.Myshoes99.com 3/10/08	2/18/2009	
149	Website www.Nike558.com 8/23/07	2/18/2009	
150	Hosting Status www.Nike558.com 8/23/07	2/18/2009	
150.1	Hosting Status www.Nike558.com 9/19/07	2/18/2009	
150.2	Hosting Status www.Nike558.com 3/10/08	2/18/2009	
151	Website www.Nikeshoesoffer.com 8/29/07	2/18/2009	
151.1	Website www.Nikeshoesoffer.com 9/19/07	2/18/2009	
151.2	Website www.Nikeshoesoffer.com 11/22/07 - About Us Page	2/18/2009	
152	Hosting Status www.Nikeshoesoffer.com 8/29/07	2/18/2009	
152.1	Hosting Status www.Nikeshoesoffer.com 9/19/07	2/18/2009	
152.2	Hosting Status www.Nikeshoesoffer.com 3/10/08	2/18/2009	
153	Website www.Nikewto.com 9/25/07	2/18/2009	
153.1	Website www.Nikewto.com 11/22/07	2/18/2009	
153.2	Website www.Nikewto.com 11/28/07	2/18/2009	

154	Hosting Status www.Nikewto.com 9/25/07	2/18/2009	
154.1	Hosting Status www.Nikewto.com 3/10/08	2/18/2009	
155	Website www.Nonstopbeauty.com 8/13/07	2/18/2009	
155.1	Website www.Nonstopbeauty.com 9/19/07	2/18/2009	
156	Hosting Status www.Nonstopbeauty.com 8/13/07	2/18/2009	
156.1	Hosting Status www.Nonstopbeauty.com 9/19/07	2/18/2009	
156.2	Hosting Status www.Nonstopbeauty.com 3/10/08	2/18/2009	
157	Website www.Bizyao.com	2/18/2009	
158	Hosting Status www.Bizyao.com 3/10/08	2/18/2009	
159	Webiste www.Nikebrother.com 5/13/08	2/18/2009	
160	Hosting Status www.Nikebrother.com 4/28/08	2/18/2009	
160.1	Hosting Status www.Nikebrother.com 4/29/08	2/18/2009	
160.2	Hosting Status www.Nikebrother.com 5/13/08	2/18/2009	
161	Website www.ecvv.com/www.lkkfashion2006.com 5/13/08	2/18/2009	
162	Hosting Status www.lkkfashion2006.com 4/28/08	2/18/2009	
162.1	Hosting Status www.lkkfashion2006.com 4/29/08	2/18/2009	
162.2	Hosting Status www.lkkfashion2006.com 5/13/08	2/18/2009	
163	Website www.Lv-handbag.com 5/13/08	2/18/2009	
164	Hosting Status www.Lv-handbag.com 4/28/08	2/18/2009	
164.1	Hosting Status www.Lv-handbag.com 4/29/08	2/18/2009	
164.2	Hosting Status www.Lv-handbag.com 5/13/08	2/18/2009	
165	Website www.At88.com 5/12/08	2/18/2009	
166	Hosting Status www.At88.com 4/28/08	2/18/2009	
166.1	Hosting Status www.At88.com 4/29/08	2/18/2009	
166.2	Hosting Status www.At88.com 5/13/08	2/18/2009	
167	Website www.Pfcstation.com 8/2/07	2/18/2009	
167.1	Website www.Pfcstation.com 9/19/07	2/18/2009	
168	Hosting Status www.Pfcstation.com 8/2/07	2/18/2009	
168.1	Hosting Status www.Pfcstation.com 9/19/07	2/18/2009	
168.2	Hosting Status www.Pfcstation.com 3/10/08	2/18/2009	
169	Website www.Pickhiphop.com 9/10/07	2/18/2009	
169.1	Website www.Pickhiphop.com 11/22/07	2/18/2009	
170	Hosting Status www.Pickhiphop.com 9/10/07	2/18/2009	
170.1	Hosting Status www.Pickhiphop.com 3/10/08	2/18/2009	
171	Website www.Pickyourgoods.com 3/30/07	2/18/2009	
171.1	Website www.Pickyourgoods.com 9/19/07	2/18/2009	
171.2	Website www.Pickyourgoods.com 11/22/07	2/18/2009	
172	Hosting Status www.Pickyourgoods.com 4/2/07	2/18/2009	
172.1	Hosting Status www.Pickyourgoods.com 9/19/07	2/18/2009	
173	R. Holmes buy report dated 6/26/07 w/images of product and packaging purchased from www.pickyourgoods.com and related documents (CONFIDENTIAL)	2/18/2009	
174			
175	Evidence www.pickyourgoods.com LV Monogram bag (brown) and packaging	2/18/2009	
176	Website www.Pickyourorder.com 9/25/07	2/18/2009	
177	Hosting Status www.Pickyourorder.com 9/25/07	2/18/2009	
177.1	Hosting Status www.Pickyourorder.com 11/15/07	2/18/2009	
177.2	Hosting Status www.Pickyourorder.com 3/10/08	2/18/2009	

178	Website www.Pro-jordan.com 8/7/07	2/18/2009	
178.1	Website www.Pro-jordan.com 9/19/07	2/18/2009	
179	Hosting Status www.Pro-jordan.com 8/7/07	2/18/2009	
179.1	Hosting Status www.Pro-jordan.com 9/19/07	2/18/2009	
179.2	Hosting Status www.Pro-jordan.com 3/10/08	2/18/2009	
180			
181	Hosting Status www.Replica-ebags.com 3/10/08	2/18/2009	
182			
183	Website www.Rrgnl.com 8/27/07	2/18/2009	
183.1	Website www.Rrgnl.com 9/19/07	2/18/2009	
184	Hosting Status www.Rrgnl.com 8/27/07	2/18/2009	
184.1	Hosting Status www.Rrgnl.com 9/19/07	2/18/2009	
184.2	Hosting Status www.Rrgnl.com 3/10/08	2/18/2009	
185	R. Holmes buy report dated 11/6/07 w/images of product and packaging purchased from www.rrgnl.com and related documents (CONFIDENTIAL)	2/18/2009	
186	Evidence www.Rrgnl.com LV belt (brown w/tan monogram) and packaging	2/18/2009	
187	Website www.Shoes-order.com 8/31/07	2/18/2009	
187.1	Website www.Shoes-order.com 9/19/07	2/18/2009	
187.2	Website www.Shoes-order.com 11/22/07	2/18/2009	
188	Hosting Status www.Shoes-order.com 8/31/07	2/18/2009	
188.1	Hosting Status www.Shoes-order.com 9/19/07	2/18/2009	
188.2	Hosting Status www.Shoes-order.com 3/10/08	2/18/2009	
189	Website www.Soapparel.com 2/7/07	2/18/2009	
189.1	Website www.Soapparel.com ad on tradekey.com 2/7/07	2/18/2009	
189.2	Website www.Soapparel.com 4/2/07	2/18/2009	
189.3	Website www.Soapparel.com 9/19/07	2/18/2009	
190	Hosting Status www.Soapparel.com 4/2/07	2/18/2009	
190.1	Hosting Status www.Soapparel.com 9/19/07	2/18/2009	
190.2	Hosting Status www.Soapparel.com 3/10/08	2/18/2009	
191	R. Holmes buy report dated 5/30/07 w/images of product and packaging purchased from www.soapparel.com and related documents (CONFIDENTIAL)	2/18/2009	
192	Evidence www.soapparel.com LV cruise bag (red label) and packaging	2/18/2009	
193	Website www.Sunny7shoes.com 10/1/07	2/18/2009	
193.1	Website www.Sunny7shoes.com 1/27/09	2/18/2009	
194	Hosting Status www.Sunny7shoes.com 10/1/07	2/18/2009	
194.1	Hosting Status www.Sunny7shoes.com 3/10/08	2/18/2009	
194.2	Hosting Status www.Sunny7shoes.com 1/23/09	2/18/2009	
194.3	Hosting Status www.Sunny7shoes.com 1/27/09	2/18/2009	
195	R. Holmes buy report dated 11/6/07 w/images of product and packaging purchased from www.sunny7shoes.com and related documents (CONFIDENTIAL)	2/18/2009	
196	Evidence www.Sunny7shoes.com LV wallet (brown w/tan monogram) and packaging	2/18/2009	

197	Website www.Super925.com 8/7/07	2/18/2009	
198	Hosting Status www.Super925.com 8/7/07	2/18/2009	
198.1	Hosting Status www.Super925.com 3/10/08	2/18/2009	
198.2	Hosting Status www.Super925.com 3/12/08	2/18/2009	
199			
200	Hosting Status www.Swisshours.biz 3/10/08	2/18/2009	
201			
202	Hosting Status www.Tytrade88.com 3/10/08	2/18/2009	
203			
204	Hosting Status www.Watchesnreplica.com 3/10/08	2/18/2009	
205	Website www.Watchesreplica.net 7/27/07	2/18/2009	
206	Hosting Status www.Watchesreplica.net 7/27/07	2/18/2009	
206.1	Hosting Status www.Watchesreplica.net 3/10/08	2/18/2009	
207			
208	Website www.Watchnreplica.net 7/9/07	2/18/2009	
209	Hosting Status www.Watchnreplica.net 7/9/07	2/18/2009	
210	R. Holmes buy report dated 7/24/07 w/images of product and packaging purchased from www.watchnreplica.net and related documents (CONFIDENTIAL)	2/18/2009	
211	Evidence www.Watchnreplica.net - LV watch (black) and packaging	2/18/2009	
212	Website www.Wearonline.net 1/23/06	2/18/2009	
213	Hosting Status www.Wearonline.net 10/15/07	2/18/2009	
213.1	Hosting Status www.Wearonline.net 3/10/08	2/18/2009	
213.2	Hosting Status www.Wearonline.net 4/28/08	2/18/2009	
213.3	Hosting Status www.Wearonline.net 4/29/08	2/18/2009	
213.4	Hosting Status www.Wearonline.net 5/13/08	2/18/2009	
214	Website www.Wendy929.com 1/09/07	2/18/2009	
215	Hosting Status www.Wendy929.com 6/22/07	2/18/2009	
215.1	Hosting Status www.Wendy929.com 3/10/08	2/18/2009	
216	Website www.Worldkeytrade.com 11/20/07	2/18/2009	
217	Hosting Status www.Worldkeytrade.com 3/10/08	2/18/2009	
217.1	Hosting Status www.Worldkeytrade.com 3/11/08	2/18/2009	
218	Website www.Yeahebay.com 11/28/07	2/18/2009	
219	Hosting Status www.Yeahebay.com 3/11/08	2/18/2009	
220		2/18/2009	
221	Hosting Status www.Yseenet.net 3/11/08	2/18/2009	
222	Website www.2008allshoes.com 7/25/08	2/18/2009	
222.1	Website www.2008allshoes.com 1/20/09	2/18/2009	
223	Hosting Status www.2008allshoes.com 1/20/09	2/18/2009	
224	Website www.21cntrade.com 7/25/08	2/18/2009	
225	Hosting Status www.21cntrade.com 2/18/09	2/18/2009	
226	Website www.21cn-trade.com 7/25/08	2/18/2009	
227	Hosting Status www.21cn-trade.com 2/18/09	2/18/2009	
228	Website www.Activestreetwear.com 7/25/08	2/18/2009	
228.1	Website www.Activestreetwear.com 1/19/09	2/18/2009	
228.2	Website www.Activestreetwear.com 1/26/09	2/18/2009	
229	Hosting Status www.ActiveStreetwear.com 1/19/09	2/18/2009	
229.1	Hosting Status www.ActiveStreetwear.com 1/26/09	2/18/2009	

230	Website www.Aifacn.com 7/25/08	2/18/2009	
230.1	Website www.Aifacn.com 1/19/09	2/18/2009	
231	Hosting Status www.Aifacn.com 1/19/09	2/18/2009	
232	Website www.Aileapparelonline.com 7/25/08	2/18/2009	
232.1	Website www.Aileapparelonline.com 1/19/09	2/18/2009	
232.2	Website www.Aileapparelonline.com 1/26/09	2/18/2009	
233	Hosting Status www.Aileapparelonline.com 1/19/09	2/18/2009	
233.1	Hosting Status www.Aileapparelonline.com 1/26/09	2/18/2009	
234	Website www.Alijordan.com 7/25/08	2/18/2009	
234.1	Website www.Alijordan.com 1/19/09	2/18/2009	
235	Hosting Status www.Alijordan.com 1/19/09	2/18/2009	
236	Website www.Asiaagora.com 7/25/08	2/18/2009	
237	Hosting Status www.Asiaagora.com 2/18/09	2/18/2009	
238	Website www.Bbnike.com 7/25/08	2/18/2009	
239	Hosting Status www.Bbnike.com 2/18/09	2/18/2009	
240	Website www.Bestgoods4u.com 7/25/08	2/18/2009	
240.1	Website www.Bestgoods4u.com 1/19/09	2/18/2009	
241	Hosting Status www.Bestgoods4u.com 1/19/09	2/18/2009	
242	Website www.Biz918.com 8/5/08	2/18/2009	
243	Hosting Status www.biz918.com 2/18/09	2/18/2009	
244	Website www.Bizwto.com 7/25/08	2/18/2009	
244.1	Website www.Bizwto.com 1/20/09	2/18/2009	
244.2	Website www.Bizwto.com 1/26/09	2/18/2009	
245	Hosting Status www.Bizwto.com 1/20/09	2/18/2009	
245.1	Hosting Status www.Bizwto.com 1/26/09	2/18/2009	
246	Website www.Brandshoesclub.com 7/25/08	2/18/2009	
247	Hosting Status www.Brandshoesclub.com 2/18/09	2/18/2009	
248	Website www.Chinabizshop.com 7/25/08	2/18/2009	
248.1	Website www.Chinabizshop.com 1/20/09	2/18/2009	
249	Hosting Status www.Chinabizshop.com 1/20/09	2/18/2009	
250	Website www.China-sneakers.com 7/25/08	2/18/2009	
250.1	Website www.China-sneakers.com 1/20/09	2/18/2009	
251	Hosting Status www.China-sneakers.com 1/20/09	2/18/2009	
252	Website www.Cicitrade.com 7/25/08	2/18/2009	
252.1	Website www.Cicitrade.com 1/20/09	2/18/2009	
252.2	Website www.Cicitrade.com 1/30/09	2/18/2009	
253	Hosting Status www.Cicitrade.com 1/20/09	2/18/2009	
253.1	Hosting Status www.Cicitrade.com 1/30/09	2/18/2009	
254	Website www.Cn2009.com 7/25/08	2/18/2009	
254.1	Website www.Cn2009.com 1/20/09	2/18/2009	
254.2	Website www.Cn2009.com 1/30/09	2/18/2009	
255	Hosting Status www.Cn2009.com 1/20/09	2/18/2009	
255.1	Hosting Status www.Cn2009.com 1/30/09	2/18/2009	
256	Website www.Cnlv.us 7/25/08	2/18/2009	
256.1	Website www.Cnlv.us 1/20/09	2/18/2009	
256.2	Website www.Cnlv.us 1/30/09	2/18/2009	
257	Hosting Status www.Cnlv.us 1/20/09	2/18/2009	
257.1	Hosting Status www.Cnlv.us 1/30/09	2/18/2009	
258	Website www.Cn-nfl.com 7/25/08	2/18/2009	
259	Hosting Status www.Cn-nfl.com 2/18/09	2/18/2009	
260	Website www.Cntradetop.com 7/25/08	2/18/2009	

261	Hosting Status www.Cntradetop.com 2/18/09	2/18/2009	
262	Website www.Cocotrade.com 7/25/08	2/18/2009	
262.1	Website www.Cocotrade.com 1/20/09	2/18/2009	
263	Hosting Status www.Cocotrade.com 1/20/09	2/18/2009	
264	Website www.Copy-offer.com 7/25/08	2/18/2009	
264.1	Website www.Copy-offer.com 1/20/09	2/18/2009	
265	Hosting Status www.Copy-Offer.com 1/20/09	2/18/2009	
266	Website www.Copytransfer.com 7/25/08	2/18/2009	
266.1	Website www.Copytransfer.com 1/26/09	2/18/2009	
267	Hosting Status www.Copytransfer.com 1/26/09	2/18/2009	
268	Website www.Cxdtrade.com 7/25/08	2/18/2009	
268.1	Website www.Cxdtrade.com 1/20/09	2/18/2009	
269	Hosting Status www.Cxdtrade.com 1/20/09	2/18/2009	
270	Website www.Dadidatrade.com 7/25/08	2/18/2009	
270.1	Website www.Dadidatrade.com 1/26/09	2/18/2009	
271	Hosting Status www.Dadidatrade.com 1/26/09	2/18/2009	
272	Website www.Divastyle-exclusives.com 7/25/08	2/18/2009	
273	Hosting Status www.Divastyle-exclusives.com 2/18/09	2/18/2009	
274	Website www.Dowellchina.com 7/25/08	2/18/2009	
275	Hosting Status www.Dowellchina.com 2/18/09	2/18/2009	
276	Website www.E-bayshoe.com 7/25/08	2/18/2009	
276.1	Website www.E-bayshoe.com 1/20/09	2/18/2009	
277	Hosting Status www.E-bayshoe.com 1/20/09	2/18/2009	
278	Website www.Ebaytra.com 7/25/08	2/18/2009	
278.1	Website www.Ebaytra.com 1/20/09	2/18/2009	
279	Hosting Status www.Ebaytra.com 1/20/09	2/18/2009	
280	Website www.Ec21china.com 7/25/08	2/18/2009	
280.1	Website www.Ec21china.com 1/20/09	2/18/2009	
280.2	Website www.Ec21china.com 1/30/09	2/18/2009	
281	Hosting Status www.Ec21china.com 1/20/09	2/18/2009	
281.1	Hosting Status www.Ec21china.com 1/30/09	2/18/2009	
282	Website www.Ecvvnike.com 7/25/08	2/18/2009	
283	Hosting Status www.Ecvvnike.com 2/18/09	2/18/2009	
284	Website www.Electricvip.com 7/25/08	2/18/2009	
284.1	Website www.Electricvip.com 1/20/09	2/18/2009	
285	Hosting Status www.Electricvip.com 1/20/09	2/18/2009	
286	Website www.Equaldeal.com 5/12/08	2/18/2009	
286.1	Website www.Equaldeal.com 7/25/08	2/18/2009	
286.2	Website www.Equaldeal.com 1/28/09	2/18/2009	
287	Hosting Status www.Equaldeal.com 4/28/08	2/18/2009	
287.1	Hosting Status www.Equaldeal.com 4/29/08	2/18/2009	
287.2	Hosting Status www.Equaldeal.com 5/13/08	2/18/2009	
287.3	Hosting Status www.Equaldeal.com 1/28/09	2/18/2009	
288	Website www.Eshoesbiz.com 7/25/08	2/18/2009	
288.1	Website www.Eshoesbiz.com 1/27/09	2/18/2009	
289	Hosting Status www.Eshoesbiz.com 1/27/09	2/18/2009	
290	Website www.Factory-trade.com 7/25/08	2/18/2009	
291	Hosting Status www.Factory-trade.com 2/18/09	2/18/2009	
292	Website www.Fallinmall.com 7/25/08	2/18/2009	
292.1	Website www.Fallinmall.com 1/26/09	2/18/2009	
293	Hosting Status www.Fallinmall.com 1/26/09	2/18/2009	

294	Website www.Fashionholland.com 7/25/08	2/18/2009	
294.1	Website www.Fashionholland.com 1/20/09	2/18/2009	
294.2	Website www.Fashionholland.com 1/30/09	2/18/2009	
295	Hosting Status www.Fashionholland.com 1/20/09	2/18/2009	
295.1	Hosting Status www.Fashionholland.com 1/26/09	2/18/2009	
295.2	Hosting Status www.Fashionholland.com 1/30/09	2/18/2009	
296	Website www.Fugems.com 7/25/08	2/18/2009	
297	Hosting Status www.Fugems.com 2/18/09	2/18/2009	
298	Website www.Gegtrade.com 7/25/08	2/18/2009	
299	Hosting Status www.Gegtrade.com 2/18/09	2/18/2009	
300	Website www.Gift-pop.com 7/25/08	2/18/2009	
300.1	Website www.Gift-pop.com 1/20/09	2/18/2009	
301	Hosting Status www.Gift-pop.com 1/20/09	2/18/2009	
301.1	Hosting Status www.Gift-pop.com 1/26/09	2/18/2009	
302	Website www.Goingwto.com 7/25/08	2/18/2009	
303	Hosting Status www.Goingwto.com 2/18/09	2/18/2009	
304	Website www.Guangruntrade.com 7/25/08	2/18/2009	
304.1	Website www.Guangruntrade.com 1/20/09	2/18/2009	
305	Hosting Status www.Guangruntrade.com 1/20/09	2/18/2009	
305.1	Hosting Status www.Guangruntrade.com 1/26/09	2/18/2009	
306	Website www.lknowkick.com 7/25/08	2/18/2009	
306.1	Website www.lknowkick.com 1/20/09	2/18/2009	
307	Hosting Status www.lknowkick.com 1/20/09	2/18/2009	
308	Website www.ilovereplica.com 7/25/08	2/18/2009	
309	Hosting Status www.ilovereplica.com 2/18/09	2/18/2009	
310	Website www.Joinustrade.com 7/25/08	2/18/2009	
310.1	Website www.Joinustrade.com 1/20/09	2/18/2009	
311	Hosting Status www.Joinustrade.com 1/20/09	2/18/2009	
312	Website www.Jordanaf1.com 7/25/08	2/18/2009	
312.1	Website www.Jordanaf1.com 1/20/09	2/18/2009	
312.2	Website www.Jordanaf1.com 1/30/09	2/18/2009	
313	Hosting Status www.Jordanaf1.com 1/20/09	2/18/2009	
313.1	Hosting Status www.Jordanaf1.com 1/26/09	2/18/2009	
313.2	Hosting Status www.Jordanaf1.com 1/30/09	2/18/2009	
314	Website www.Jordan-plaza.com 7/25/08	2/18/2009	
315	Hosting Status www.Jordan-plaza.com 2/18/09	2/18/2009	
316	Website www.Kickaaa.com 7/25/08	2/18/2009	
316.1	Website www.Kickaaa.com 1/26/09	2/18/2009	
316.2	Website www.Kickaaa.com 1/30/09	2/18/2009	
317	Hosting Status www.Kickaaa.com 1/26/09	2/18/2009	
317.1	Hosting Status www.Kickaaa.com 1/30/09	2/18/2009	
318	Website www.Kneagle.com 7/25/08	2/18/2009	
318.1	Website www.Kneagle.com 1/20/09	2/18/2009	
319	Hosting Status www.Kneagle.com 1/20/09	2/18/2009	
319.1	Hosting Status www.Kneagle.com 1/26/09	2/18/2009	
320	Website www.Laceduptrade.com 7/25/08	2/18/2009	
321	Hosting Status www.Laceduptrade.com 2/18/09	2/18/2009	
322	Website www.Lg668.com 7/25/08	2/18/2009	
322.1	Website www.Lg668.com 1/26/09	2/18/2009	
323	Hosting Status www.Lg668.com 1/26/09	2/18/2009	
324	Website www.Look9good.com 7/25/08	2/18/2009	

324.1	Website www.Look9good.com 1/28/09	2/18/2009	
325	Hosting Status www.Look9good.com 1/28/09	2/18/2009	
326	Website www.Maike998.com 7/25/08	2/18/2009	
326.1	Website www.Maike998.com 1/23/09	2/18/2009	
326.2	Website www.Maike998.com 1/30/09	2/18/2009	
327	Hosting Status www.Maike998.com 1/23/09	2/18/2009	
327.1	Hosting Status www.Maike998.com 1/30/09	2/18/2009	
328	Website www.Mayfurtrade.com 7/25/08	2/18/2009	
329	Hosting Status www.Mayfurtrade.com 2/18/09	2/18/2009	
330	Website www.Nft.cc 7/25/08	2/18/2009	
331			
332	Website www.Nikejordan.us 7/25/08	2/18/2009	
332.1	Website www.Nikejordan.us 1/26/09	2/18/2009	
332.2	Website www.Nikejordan.us 1/30/09	2/18/2009	
333	Hosting Status www.Nikejordan.us 1/26/09	2/18/2009	
333.1	Hosting Status www.Nikejordan.us 1/30/09	2/18/2009	
334	Website www.Nikejordanun.com 7/25/08	2/18/2009	
335	Hosting Status www.Nikejordanun.com 2/18/09	2/18/2009	
336	Website www.Nike-king.com 7/25/08	2/18/2009	
337	Hosting Status www.Nike-king.com 2/18/09	2/18/2009	
338	Website www.Nikeme.com 7/25/08	2/18/2009	
338.1	Website www.Nikeme.com 1/23/09	2/18/2009	
339	Hosting Status www.Nikeme.com 1/23/09	2/18/2009	
340	Website www.Nikeseller.com 7/25/08	2/18/2009	
340.1	Website www.Nikeseller.com 1/26/09	2/18/2009	
341	Hosting Status www.Nikeseller.com 1/26/09	2/18/2009	
342	Website www.Nikeshoes888.com 7/25/08	2/18/2009	
342.1	Website www.Nikeshoes888.com 1/27/09	2/18/2009	
343	Hosting Status www.Nikeshoes888.com 1/27/09	2/18/2009	
344	Website www.Nikeshoeshua.com 7/25/08	2/18/2009	
344.1	Website www.Nikeshoeshua.com 1/23/09	2/18/2009	
345	Hosting Status www.Nikeshoeshua.com 1/23/09	2/18/2009	
346	Website www.Nikeshoesshopping.com 7/25/08	2/18/2009	
346.1	Website www.Nikeshoesshopping.com 1/23/09	2/18/2009	
347	Hosting Status www.Nikeshoesshopping.com 1/23/09	2/18/2009	
348	Website www.Nikeskyb2b.com 7/25/08	2/18/2009	
349	Hosting Status www.Nikeskyb2b.com 2/18/09	2/18/2009	
350	Website www.Niketradng.com 7/25/08	2/18/2009	
350.1	Website www.Niketradng.com 1/23/09	2/18/2009	
350.2	Website www.Niketradng.com 1/30/09	2/18/2009	
351	Hosting Status www.Niketradng.com 1/23/09	2/18/2009	
351.1	Hosting Status www.Niketradng.com 1/30/09	2/18/2009	
352	Website www.nikexp.com 9/20/07	2/18/2009	
352.1	Website www.nikexp.com 5/6/08	2/18/2009	
353	Hosting Status www.Nikexp.com 4/28/08	2/18/2009	
353.1	Hosting Status www.Nikexp.com 4/29/08	2/18/2009	
353.2	Hosting Status www.Nikexp.com 5/13/08	2/18/2009	
353.3	Hosting Status www.Nikexp.com 9/20/07	2/18/2009	
353.4	Hosting Status www.Nikexp.com 12/07/07	2/18/2009	
353.5	Hosting Status www.Nikexp.com 5/6/08	2/18/2009	
354	Website www.Nikezone23.com 8/5/08	2/18/2009	

354.1	Website www.Nikezone23.com 1/27/09	2/18/2009	
355	Hosting Status www.Nikezone23.com 1/27/09	2/18/2009	
356	Website www.Popularkicks8.com 5/13/08	2/18/2009	
356.1	Website www.Popularkicks8.com 7/25/08	2/18/2009	
356.2	Website www.Popularkicks8.com 1/27/09	2/18/2009	
356.3	Website www.Popularkicks8.com 1/29/09	2/18/2009	
357	Hosting Status www.Popularkicks8.com 4/28/08	2/18/2009	
357.1	Hosting Status www.Popularkicks8.com 4/29/08	2/18/2009	
357.2	Hosting Status www.Popularkicks8.com 1/29/09	2/18/2009	
357.3	Hosting Status www.Popularkicks8.com 1/27/09	2/18/2009	
357.4	Hosting Status www.Popularkicks8.com 9/5/08	2/18/2009	
357.5	Hosting Status www.Popularkicks8.com 6/19/08	2/18/2009	
358	Website www.Realfashion.us 7/25/08	2/18/2009	
358.1	Website www.Realfashion.us 1/23/09	2/18/2009	
358.2	Website www.Realfashion.us 1/30/09	2/18/2009	
359	Hosting Status www.Realfashion.us 1/23/09	2/18/2009	
359.1	Hosting Status www.Realfashion.us 1/30/09	2/18/2009	
360	Website www.Replicabc.com 5/13/08	2/18/2009	
360.1	Website www.Replicabc.com 2/11/09	2/18/2009	
360.2	Website www.Replicabc.com 1/27/09	2/18/2009	
361	Hosting Status www.Replicabc.com 4/28/08	2/18/2009	
361.1	Hosting Status www.Replicabc.com 4/29/08	2/18/2009	
361.2	Hosting Status www.Replicabc.com 5/13/08	2/18/2009	
361.3	Hosting Status www.Replicabc.com 1/27/09	2/18/2009	
361.4	Hosting Status www.Replicabc.com 2/11/09	2/18/2009	
362	Website www.Ruimachina.com 7/25/08	2/18/2009	
362.1	Website www.Ruimachina.com 1/26/09	2/18/2009	
362.2	Website www.Ruimachina.com 1/30/09	2/18/2009	
363	Hosting Status www.Ruimachina.com 1/26/09	2/18/2009	
363.1	Hosting Status www.Ruimachina.com 1/30/09	2/18/2009	
364	Website www.Sellcnshoes.com 7/25/08	2/18/2009	
364.1	Website www.Sellcnshoes.com 1/26/09	2/18/2009	
365	Hosting Status www.sellcnshoes.com 1/26/09	2/18/2009	
366	Website www.Shoestrade.biz 7/25/08	2/18/2009	
366.1	Website www.Shoestrade.biz 2/10/09	2/18/2009	
367	Hosting Status www.Shoestrade.biz 2/10/09	2/18/2009	
367.1	Website www.Shoestrade.biz 1/23/09	2/18/2009	
367.2	Hosting Status www.Shoestrade.biz 1/23/09	2/18/2009	
367.3	Website www.Shoestrade.biz 1/30/09	2/18/2009	
367.4	Hosting Status www.Shoestrade.biz 1/30/09	2/18/2009	
368	Website www.Shoestrade168.com 7/25/08	2/18/2009	
368.1	Website www.Shoestrade168.com 1/26/09 (redirect to nike-shoes.com.cn)	2/18/2009	
369	Hosting Status www.nike-shoes.com.cn 1/26/09	2/18/2009	
370	Website www.Shop-zappos.com 8/5/08	2/18/2009	
371	Hosting Status www.Shop-zappos.com 2/18/09	2/18/2009	
372	Website www.Shopping-key.com 7/25/08	2/18/2009	
372.1	Website www.Shopping-key.com 1/23/09	2/18/2009	
372.2	Hosting Status www.Shopping-key.com 1/23/09	2/18/2009	
373	Hosting Status www.Shopping-key.com 1/23/09	2/18/2009	
374	Website www.Shp365.com 7/25/08	2/18/2009	

375	Hosting Status www.Shp365.com 2/18/09	2/18/2009	
376	Website www.Sndress-trade.com 7/25/08	2/18/2009	
376.1	Website www.Sndress-trade.com 1/23/09	2/18/2009	
377	Hosting Status www.Sndress-trade.com 1/23/09	2/18/2009	
378	Website www.Sneaker123.com 8/5/08	2/18/2009	
378.1	Website www.Sneaker123.com 1/23/09	2/18/2009	
378.2	Website www.Sneaker123.com 1/30/09	2/18/2009	
379	Hosting Status www.Sneaker123.com 1/23/09	2/18/2009	
379.1	Hosting Status www.Sneaker123.com 1/30/09	2/18/2009	
380	Website www.Sportshoesshow.com 7/25/08	2/18/2009	
380.1	Website www.sportshoesshow.com 1/23/09	2/18/2009	
381	Hosting Status www.sportshoesshow.com 1/23/09	2/18/2009	
382	Website www.Sport-sky.com 7/25/08	2/18/2009	
382.1	Website www.sport-sky.com 1/23/09	2/18/2009	
383	Hosting Status www.sport-sky.com 1/23/09	2/18/2009	
384	Website www.Super99nike.com 7/25/08	2/18/2009	
384.1	Website www.super99nike.com 1/23/09	2/18/2009	
384.2	Website www.super99nike.com 1/30/09	2/18/2009	
385	Hosting Status www.super99nike.com 1/23/09	2/18/2009	
385.1	Hosting Status www.super99nike.com 1/30/09	2/18/2009	
386	Website www.Thefirstshoes.com 7/25/08	2/18/2009	
387	Hosting Status www.Thefirstshoes.com 2/18/09	2/18/2009	
388	Website www.Tmslw.com 8/5/08	2/18/2009	
389	Hosting Status www.Tmslw.com 2/18/09	2/18/2009	
390	Website www.Tomorrow-trade.com 7/25/08	2/18/2009	
391	Hosting Status www.Tomorrow-trade.com 2/18/09	2/18/2009	
392	Website www.Tophopworld.com 8/5/08	2/18/2009	
392.1	Website www.tophopworld.com 1/23/09	2/18/2009	
392.2	Website www.tophopworld.com 1/30/09	2/18/2009	
393	Hosting Status www.tophopworld.com 1/23/09	2/18/2009	
393.1	Hosting Status www.tophopworld.com 1/30/09	2/18/2009	
394	Website www.Trade31.com 7/25/08	2/18/2009	
394.1	Website www.trade31.com 1/23/09	2/18/2009	
394.2	Website www.trade31.com 1/30/09	2/18/2009	
395	Hosting Status www.trade31.com 1/23/09	2/18/2009	
395.1	Hosting Status www.trade31.com 1/30/09	2/18/2009	
396	Website www.Trade58.com 7/25/08	2/18/2009	
397	Hosting Status www.Trade58.com 2/18/09	2/18/2009	
398	Website www.Trade789.com 7/25/08	2/18/2009	
398.1	Website www.trade789.com 1/23/09	2/18/2009	
398.2	Website www.trade789.com 1/30/09	2/18/2009	
399	Hosting Status www.trade789.com 1/23/09	2/18/2009	
399.1	Hosting Status www.trade789.com 1/30/09	2/18/2009	
400	Website www.Tradekey1.com 7/25/08	2/18/2009	
400.1	Website www.tradekey1.com 1/26/09	2/18/2009	
401	Hosting Status www.tradekey1.com 1/26/09	2/18/2009	
401.1	Hosting Status www.tradekey1.com 1/30/09	2/18/2009	
402	Website www.Tradekeylead.com 5/13/08	2/18/2009	
403	Hosting Status www.Tradekeylead.com 4/28/08	2/18/2009	
403.1	Hosting Status www.Tradekeylead.com 4/29/08	2/18/2009	
403.2	Hosting Status www.Tradekeylead.com 5/13/08	2/18/2009	

404	Website www.Top-handbag.com 5/13/08	2/18/2009	
405	Hosting Status www.Top-handbag.com 4/28/08	2/18/2009	
405.1	Hosting Status www.Top-handbag.com 4/29/08	2/18/2009	
405.2	Hosting Status www.Top-handbag.com 5/13/08	2/18/2009	
406	Hosting Status www.Tradekeystar.com 4/28/08	2/18/2009	
406.1	Hosting Status www.Tradekeystar.com 4/29/08	2/18/2009	
406.2	Hosting Status www.tradekeystar.com 5/13/08	2/18/2009	
406.3	Hosting Status www.tradekeystar.com 12/20/07	2/18/2009	
406.4	Hosting Status www.tradekeystar.com 4/24/08	2/18/2009	
406.5	Hosting Status www.tradekeystar.com 6/5/08	2/18/2009	
406.6	Website www.tradekeystar.com 12/20/07	2/18/2009	
406.7	Website www.tradekeystar.com 6/5/08	2/18/2009	
407	Website www.Tradewto.com 7/25/08	2/18/2009	
407.1	Website www.tradewto.com 1/27/09	2/18/2009	
408	Hosting Status www.tradewto.com 1/27/09	2/18/2009	
409	Website www.Trapkicks.com 7/25/08	2/18/2009	
409.1	Website www.Trapkicks.com 1/26/09	2/18/2009	
409.2	Website www.trapkicks.com 1/27/09	2/18/2009	
409.3	Website www.trapkicks.com 1/30/09	2/18/2009	
409.4	Website www.trapkicks.com 2/10/09	2/18/2009	
410	Hosting Status www.Trapkicks.com 1/26/09	2/18/2009	
410.1	Hosting Status www.trapkicks.com 1/30/09	2/18/2009	
410.2	Hosting Status www.trapkicks.com 2/10/09	2/18/2009	
411	Website www.Trendstown.com 7/25/08	2/18/2009	
412	Hosting Status www.Trendstown.com 2/18/09	2/18/2009	
413	Website www.Viciper.com 7/25/08	2/18/2009	
413.1	Website www.viciper.com 1/22/09	2/18/2009	
414	Hosting Status www.viciper.com 1/22/09	2/18/2009	
415	Website www.Vow-Nike.com 7/25/08	2/18/2009	
415.1	Website www.vow-nike.com 1/29/09	2/18/2009	
416	Hosting Status www.vow-nike.com 1/29/09	2/18/2009	
417	Website www.Well-Telecom.com 8/5/08	2/18/2009	
417.1	Website www.Well-Telecom.com 1/26/09	2/18/2009	
418	Hosting Status www.well-telecom.com 1/26/09	2/18/2009	
419	Website www.Wholesale-bn.com 7/25/08	2/18/2009	
419.1	Website www.wholesale-bn.com 1/22/09	2/18/2009	
420	Hosting Status www.wholesale-bn.com 1/22/09	2/18/2009	
421	Website www.Wholesalerelectron.com 7/25/08	2/18/2009	
421.1	Website www.whosalerelectron.com 1/22/09	2/18/2009	
422	Hosting Status www.whosalerelectron.com 1/22/09	2/18/2009	
423	Website www.Xinda-trade.com 7/25/08	2/18/2009	
423.1	Website www.xinda-trade.com 1/22/09	2/18/2009	
424	Hosting Status www.xinda-trade.com 1/22/09	2/18/2009	
424.1	Hosting Status www.xinda-trade.com 1/23/09	2/18/2009	
425	Website www.Xinteshoes.com 7/25/08	2/18/2009	
425.1	Website www.xinteshoes.com 1/23/09	2/18/2009	
425.2	Website www.xinteshoes.com 1/30/09	2/18/2009	
426	Hosting Status www.xinteshoes.com 1/23/09	2/18/2009	
426.1	Hosting Status www.xinteshoes.com 1/30/09	2/18/2009	
427	Website www.Xqmade.com 7/25/08	2/18/2009	
427.1	Website www.xqmade.com 1/23/09	2/18/2009	

428	Hosting Status www.xqmade.com 1/23/09	2/18/2009	
429	Website www.Yabertrade.com 7/25/08	2/18/2009	
429.1	Website www.Yabertrade.com 1/23/09	2/18/2009	
430	Hosting Status www.yabertrade.com 1/23/09	2/18/2009	
431	Website www.Yournikeshop.com 7/25/08	2/18/2009	
431.1	Website www.Yournikeshop.com 1/27/09	2/18/2009	
431.2	Website www.Yournikeshop.com 1/28/09	2/18/2009	
431.3	Website www.Yournikeshop.com 1/30/09	2/18/2009	
432	Hosting Status www.Yournikeshop.com 1/27/09	2/18/2009	
432.1	Hosting Status www.Yournikeshop.com 1/28/09	2/18/2009	
432.2	Hosting Status www.Yournikeshop.com 130/09	2/18/2009	
433	Website www.Brandstreets.com.cn 6/18/08	2/18/2009	
434	Hosting Status www.Branstreets.com.cn 6/18/08	2/18/2009	
435			
436	Email to security@akanoc.com from zhonghh@it8.cn dated 1/15/08 stating "we have received letter complaint from legal authority...re counterfeit products" www.Luxury2us.com	2/18/2009	
437	Email from chris@burning-g.net to security@akanoc.com cc:will@akanoc.com dated 1/15/08 re www.famous-shop.com - email is in regards to receiving letter complaint	2/18/2009	
438	Email from zhonghh@it8.cn to security@akanoc.com dated 1/15/08 re website www.shoes-order.com engaging in sale of counterfeit product	2/18/2009	
439	Email from zhonghh@it8.cn to security@akanoc.com dated 1/15/08 re website www.buymyshoes.net engaging in sale of counterfeit product	2/18/2009	
440	Email from noraq@126.com to security@akanoc.com dated 1/14/08 re www.nikeshoesoffer.com stating "we have shutdown the site and will not open it until they remove the content in question"	2/18/2009	
441	Email from security@akanoc.com to noraq@126.com dated 1/14/08 re www.nikeshoesoffer.com engaging in sale of counterfeit product	2/18/2009	
442	Email from security@akanoc.com to support@zlinkj.com dated 1/14/08 re www.pickyourgoods.com engaging in sale of counterfeit product	2/18/2009	
443	Email from security to wangkiyo@hotmail.com re www.pickyourorder.com dated 1/14/08 engaging in the sale of counterfeit product	2/18/2009	
444	Email from noraq@126.com to security@akanoc.com dated 1/14/08 re www.replica-ebags.com engaging in sale of counterfeit product and pushing customer to resolve	2/18/2009	
445	Email from security@akanoc.com to noraq@126.com dated 1/14/08 re www.replica-ebags.com engaging in sale of counterfeit product	2/18/2009	

446	Email from security to zhonghh@it8.cn re www.shoes-order.com dated 1/14/08 engaging in the sale of counterfeit product	2/18/2009	
447	Email from security to "paul liu" "0755sz@gmail.com" re www.soapparel.com dated 1/14/08 engaging in the sale of counterfeit product	2/18/2009	
448	Email from security to zhonghh@it8.cn re www.tytrade88.com dated 1/14/08 engaging in the sale of counterfeit product	2/18/2009	
449	Certified Copyright Certificated VA 1-250-120 Multi-Colored Monogram/White Print	2/18/2009	
450	Certified Copyright Certificated VA 1-250-121 Multi-Colored Monogram/Black Print	2/18/2009	
451	Certified Trademark Certificate 1770131	2/18/2009	
452	Certified Trademark Certificate 1794905	2/18/2009	
453	Certified Trademark Certificate 1615681	2/18/2009	
454	Certified Trademark Certificate 1990760	2/18/2009	
455	Certified Trademark Certificate 2291907	2/18/2009	
456	Certified Trademark Certificate 2303212	2/18/2009	
457	Certified Trademark Certificate 1519828	2/18/2009	
458	Certified Trademark Certificate 1875198	2/18/2009	
459	Certified Trademark Certificate 286345	2/18/2009	
460	Certified Trademark Certificate 1938808	2/18/2009	
461	Certified Trademark Certificate 1045932	2/18/2009	
462	Certified Trademark Certificate 297594	2/18/2009	
463	Certified Trademark Certificate 1655564	2/18/2009	
464	Certified Trademark Certificate 2361695	2/18/2009	
465	Certified Trademark Certificate 2378388	2/18/2009	
466	Email from zhonghh@it8.cn to security@akanoc.com dated 1/14/08 re www.tytrade88.com - chinese characters	2/18/2009	
467	Email from security@akanoc.com to chendan@it8.cn dated 1/14/08 re www.wearonline.net engaging in the sale of counterfeit product	2/18/2009	

468	Email from security@akanoc.com to zhonghh@it8.cn dated 1/14/08 re www.luxury2us.com engaging in the sale of counterfeit product	2/18/2009	
469	Email from security@akanoc.com to qq837369@yahoo.com dated 1/14/08 re www.innike.com engaging in the sale of counterfeit product	2/18/2009	
470	Email from security@akanoc.com to billing@scmsky.com dated 1/14/08 re www.handbagsell.com engaging in the sale of counterfeit product	2/18/2009	
471	Email from "Chen" wa78@mail2000.com.tw to security@akanoc.com dated 1/14/08 re www.famous-shop.com - "this is not my client's domain..."	2/18/2009	
472	Email from security@akanoc.com to chen wa78@mail2000.com dated 1/14/08 re www.famous-shop.com engaing in the sale of counterfeit product	2/18/2009	
473	Email from security@akanoc.com to wangkiyo@hotmail.com dated 1/14/08 re www.eastarbiz.com engaging in sale of counterfeit product	2/18/2009	
474	Email from security@akanoc.com to chendan@it8.cn dated 1/14/08 re www.dreamyshoes.com engaging in the sale of counterfeit product	2/18/2009	
475	Email from security@akanoc.com to zhonghh@it8.cn dated 1/14/08 re www.buymyshoes.net engaging in the sale of counterfeit product	2/18/2009	
476	Email from security to server@tongyong.net re www.lvbagz.com dated 1/11/08	2/18/2009	
477	Email to security to yong@abcde.cn dated 11/29/07 re www.worldkeytrade.com engaging in sale of counterfeit product	2/18/2009	
478	Email from security@akanoc.com to Steve Chen dated 7/19/07 re www.eshoes99.com, www.Bizyao.com and www.famous-shop.com	2/18/2009	
479	Akanoc.com excerpt of Acceptable Use Policy dated 10/30/06	2/18/2009	
480	Akanoc Solutions Contact Page dated 10/23/06	2/18/2009	
481	Akanoc Solutions Contact Page dated 10/30/06	2/18/2009	
482	Letter from J. Andrew Coombs, Esq. to James A. Lowe, Esq. dated 4/7/08	2/18/2009	
483	Letter from J. Andrew Coombs, Esq. to James A. Lowe, Esq. dated 6/2/08	2/18/2009	
484	Letter from J. Andrew Coombs, Esq. to James A. Lowe, Esq. dated 6/20/08	2/18/2009	
485	Letter from J. Andrew Coombs, Esq. to James A. Lowe, Esq. dated 6/24/08	2/18/2009	
486	Response to 6/20/08 letter from James A. Lowe, Esq. to J. Andrew Coombs, Esq. dated 6/24/08	2/18/2009	
487			

488	Letter from J. Andrew Coombs, Esq. to James A. Lowe, Esq. dated 7/25/08	2/18/2009	
489	Letter from J. Andrew Coombs, Esq. to James A. Lowe, Esq. dated 9/19/08	2/18/2009	
490	Website www.Bapesky.com 2/10/09	2/18/2009	
490.1	Website www.Bapesky.com 1/27/09	2/18/2009	
490.2	Website www.Bapesky.com 1/28/09	2/18/2009	
490.3	Website www.Bapesky.com 9/19/08	2/18/2009	
491	Hosting Status www.Bapesky.com 1/23/09	2/18/2009	
491.1	Hosting Status www.Bapesky.com 1/27/09	2/18/2009	
491.2	Hosting Status www.Bapesky.com 1/28/09	2/18/2009	
491.3	Hosting Status www.Bapesky.com 2/10/09	2/18/2009	
491.4	Hosting Status www.Bapesky.com 9/19/08	2/18/2009	
492	Website www.Sportsvendor.biz 2/10/09	2/18/2009	
492.1	Website www.Sportsvendor.biz 1/08/09	2/18/2009	
492.2	Website www.Sportsvendor.biz 6/14/08	2/18/2009	
493	Hosting Status www.Sportsvendor.biz 2/10/09	2/18/2009	
493.1	Hosting Status www.Sportsvendor.biz 1/08/09	2/18/2009	
493.2	Hosting Status www.Sportsvendor.biz 6/14/08	2/18/2009	
494	Defendants' Accounting Records	2/18/2009	
495	Deposition Transcript of Juliana Luk	2/18/2009	
496	Website www.Bagforyourself.com 2/11/09	2/18/2009	
496.1	Website www.Bagforyourself.com 9/19/08	2/18/2009	
496.2	Website www.Bagforyourself.com 8/26/08	2/18/2009	
497	Hosting Status www.Bagforyourself.com 2/11/09	2/18/2009	
497.1	Hosting Status www.Bagforyourself.com 1/28/09	2/18/2009	
497.2	Hosting Status www.Bagforyourself.com 9/19/08	2/18/2009	
497.3	Hosting Status www.Bagforyourself.com 8/26/08	2/18/2009	
498	Website www.Bapedirect.com 2/11/09	2/18/2009	
498.1	Website www.Bapedirect.com 9/19/08	2/18/2009	
498.2	Website www.Bapedirect.com 8/27/08	2/18/2009	
499	Hosting Status www.Bapedirect.com 2/11/09	2/18/2009	
499.1	Hosting Status www.Bapedirect.com 9/19/08	2/18/2009	
499.2	Hosting Status www.Bapedirect.com 8/27/08	2/18/2009	
500	Defendant Managed Solutions Group, Inc.'s Responses to First Set of Requests for Admission dated 4/17/08	2/18/2009	
501	Defendant Akanoc Solutions Inc.'s Responses to First Set of Requests for Admission dated 4/17/08	2/18/2009	
502	Website www.wholesaleprice.us 1/27/09	2/18/2009	
502.1	Website www.wholesaleprice.us 5/30/08	2/18/2009	
502.2	Website www.wholesaleprice.us 6/19/08	2/18/2009	
503	Hosting Status www.wholesaleprice.us 1/27/09	2/18/2009	
503.1	Hosting Status www.wholesaleprice.us 5/30/08	2/18/2009	
503.2	Hosting Status www.wholesaleprice.us 6/19/08	2/18/2009	
504	Website www.supplyingshoes.com 1/27/09	2/18/2009	
504.1	Website www.supplyingshoes.com 1/28/09	2/18/2009	
504.2	Website www.supplyingshoes.com 12/19/07	2/18/2009	
504.3	Website www.supplying sheos.com 6/5/08	2/18/2009	
505	Hosting Status www.supplyingshoes.com 1/27/09	2/18/2009	
505.1	Hosting Status www.supplyingshoes.com 1/28/09	2/18/2009	

505.2	Hosting Status www.supplyingshoes.com 12/19/07	2/18/2009	
505.3	Hosting Status www.supplyingshoes.com 6/5/08	2/18/2009	
506	Website www.itemscatalog.com 1/28/09	2/18/2009	
506.1	Website www.itemscatalog.com 1/30/09	2/18/2009	
507	Hosting Status www.itemscatalog.com 1/28/09	2/18/2009	
507.1	Hosting Status www.itemscatalog.com 1/30/09	2/18/2009	
508	Website www.queen-bag.com 5/14/08	2/18/2009	
509	Hosting Status www.queen-bag.com 5/14/08	2/18/2009	
510	Website www.globwholesale.com 1/28/09	2/18/2009	
511	Hosting Status www.globwholesale.com 1/28/09	2/18/2009	
512	Website www.eshoes99.net 1/27/09	2/18/2009	
512.1	Website www.eshoes99.net 1/28/09	2/18/2009	
512.2	Website www.eshoes99.net 6/26/08	2/18/2009	
512.3	Website www.eshoes99.net 7/25/08	2/18/2009	
513	Hosting Status www.eshoes99.net 9/5/08	2/18/2009	
513.1	Hosting Status www.eshoes99.net 6/26/08	2/18/2009	
513.2	Hosting Status www.eshoes99.net 7/25/08	2/18/2009	
514	Website www.ec21copy.com 1/20/09	2/18/2009	
515	Hosting Status www.ec21copy.com 1/20/09	2/18/2009	
516	Website www.ecvvcn.com 1/20/09	2/18/2009	
517	Hosting Status www.ecvvcn.com 1/20/09	2/18/2009	
518	Website www.nike-shoes.com.cn 1/26/09	2/18/2009	
518.1	Website www.nike-shoes.com.cn 1/27/09	2/18/2009	
519	Hosting Status www.nike-shoes.com.cn 1/26/09	2/18/2009	
519.1	Hosting Status www.nike-shoes.com.cn 1/27/09	2/18/2009	
520	Website www.tradeelectron.com 1/27/09	2/18/2009	
521	Hosting Status www.tradeelectron.com 1/27/09	2/18/2009	
522	Defendants' "Invoice_report-01-2007 to 12-2007"	2/18/2009	
523	Defendants' "Invoice_cancels-01-2007 to 12-2007"	2/18/2009	
524	PayPal Subpoena Production CD	2/18/2009	
525	Website www.66773388.com 1/30/09	2/18/2009	
526	Hosting Status www.66773388.com 1/30/09	2/18/2009	
527	Defendants' Initial Disclosures dated 12/3/07	2/18/2009	
528	Email from steve chen to Security (zhonghh@it5.cn and chendan@it8.cn referenced) dated 8/8/07 re www.ape168.com	2/18/2009	
529			
530	Email from security to server@tongyong.net re www.louisvuittonbagz.com dated 1/11/08	2/18/2009	
531			
532			
533			
534			
535			
536			
537			
538			
539			
540			
541			
542			

543			
544	Email from security to zhaomuserver@126.com re www.brandfashioner.com dated 1/14/08 engaging in the sale of counterfeit product	2/18/2009	
545	Email from zhaomuserver@126.com to security re www.brandfashioner.com dated 1/14/08 stating "I have closed the website."	2/18/2009	
546	Email from security to wangkiyo@hotmail.com re www.bigworldshoes.com dated 1/11/08 re disconnection	2/18/2009	
547			
548			
549	Email from steve chen to chendan and zhonghh@it8.cn re www.guccifendi.com dated 12/13/07 re "15 minutes" and movement of website from one server to another of Defendants' servers	2/18/2009	
550	Email from security to zhonghh re www.bag4sel..com (www.bag4sell.com) dated 11/29/07 re sale of counterfeit product	2/18/2009	
551	Email from security to wangkiyo@hotmail re www.bigworldshoes.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
552	Email from security to zhaomuserver re www.brandfashioner.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
553	Email from security to zhaomuserver re www.brandstylesales.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
554	Email from security to zhonghh re www.buymyshoes.net dated 11/29/07 re sale of counterfeit product	2/18/2009	
555	Email from security to chendan re www.dreamyshoes.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
556	Email from security to wangkiyo@hotmail.com re www.eastarbiz.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
557	Email from security to zhonghh re www.guccifendi.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
558	Email from security to zhaomuserver re www.longtimegroup.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
559	Email from security to zhonghh re www.luxury2us.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
560	Email from security to chendan re www.nike558.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
561	Email from security to zhaomuserver re www.pickhiphop.com dated 11/29/07 re sale of counterfeit product	2/18/2009	

562	Email from security to zhonghh re www.shoes-order.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
563	Email from security to paul liu re www.soapparel.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
564	Email from security to zhonghh re www.super925.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
565		2/18/2009	
566	Email from security to "?????" re www.wendy929.com and www.wendy929.net dated 11/29/07 re sale of counterfeit product	2/18/2009	
567	Email from security to zhaomuserver re www.yeahebay.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
568	Email from security to noraq re www.ebuynike.com and www.ecshoes.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
569	Email from security to zhaomuserver re www.egotobuy.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
570	Email from security to "???" re www.emsyu.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
571	Email from security to "Chen" re www.famous-shop.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
572	Email from security to noraq re www.gz-free.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
573	Email from security to "Billing" re www.handbagsell.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
574	Email from security to zhaomuserver re www.imitation-gold.com dated 11/29/07 re sale of counterfeit products	2/18/2009	
575	Email from security to qq837369@yahoo.com re www.innike.com dated 11/29/07 re sale of counterfeit products	2/18/2009	
576	Email from security to PHYTO TongYong Networks re www.louisvuittonbagz.com dated 11/29/07 re sale of counterfeit products	2/18/2009	
577	Email from security to PHYTO TongYong Networks re www.lvbagz.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
578	Email from security to yong@abcde.cn re www.mailgoods.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
579	Email from security to zhaomuserver re www.nikeshoesoffer.com dated 11/29/07 re sale of counterfeit product	2/18/2009	

580	Email from security to qq837369@yahoo.com re www.pickyourgoods.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
581	Email from security to wangkiyo@hotmail.com re www.pickyourorder.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
582	Email from security to zhonghh re www.pro-jordan.com dated 11/29/07 re sale of counterfeit product	2/18/2009	
583			
584			
585			
586			
587			
588			
589			
590			

DEFENDANTS' EXHIBIT LIST

LOUIS VUITTON MALLETIER V. MANAGED SOLUTIONS, INC. ET AL

Ex. #	Description
1513	MSG Corporate Filings with California Secretary of State
1514	Akanoc Corporate Filings with California Secretary of State
1515	Akanoc Acceptable Use Policy
21*	Akanoc Service Agreement (*Listed as Plaintiff's Ex. 21)
1516	Price lists for Akanoc unmanaged Internet hosting plans
1517	Managed.com Separation Agreements
	Any exhibit used by the Plaintiff