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6 Attorneys for Plaintiff
Louis Vuitton Malletier, S.A.
7

8
9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA (SAN JOSE)

11 Louis Vuitton Malletier, S.A.,)	Case No. C 07 3952 JW
)	
12 Plaintiff,)	PLAINTIFF'S OPPOSITION TO
)	DEFENDANTS' MOTION IN LIMINE
13 v.)	No. 7 TO EXCLUDE EVIDENCE NOT
)	PREVIOUSLY DISCLOSED IN INITIAL
14 Akanoc Solutions, Inc., et al.)	AND SUPPLEMENTAL
)	DISCLOSURES; DECLARATION OF J.
15 Defendants.)	ANDREW COOMBS, EXHIBITS IN
)	SUPPORT

16
17 **INTRODUCTION**

18 Plaintiff Louis Vuitton Malletier, S.A. ("Plaintiff") files this Opposition to Defendants'
19 Motion in Limine No. 7 to Exclude Evidence Not Previously Disclosed in Initial and Supplemental
20 Disclosures ("Motion No. 7"). Defendants' motion is fundamentally flawed because it is based on
21 a misstatement of the underlying factual record and applicable legal standards. Moreover, even
22 were the motion otherwise proper, it should be denied to the extent that Defendants' own discovery
23 defaults require Plaintiff to rely upon the evidence which is the subject of this motion.¹

24 The perversity of Defendants' reasoning is evident not only from the fact that the Motion
25 seeks to exclude documents and data which they should have produced in the first place, it seeks to
26 exclude documents evidencing continuing post-litigation contributory infringement when, by

27
28 ¹ In addition to its other defects, Defendants' Motion does not identify with specificity the exhibits
they seek to exclude and should be further denied as vague and ambiguous.

1 definition, such evidence did not exist at the time of the initial disclosures because it occurred after
2 those disclosures (although within the categories of documents identified in those disclosures and
3 thereafter produced by Plaintiff in conformity with the Federal Rules of Civil Procedure).

4 **A. The Rules of Evidence Favor Admissibility**

5 Motions in limine should be granted sparingly. Alliance Fin. Capital, Inc. v. Herzfeld, 2007
6 Bankr. LEXIS 4511, at *2 (N.D. Ga. December 17, 2007) citing Sperberg v. Goodyear Tire &
7 Rubber Co., 519 F.2d 708, 712 (6th Cir. 1975); Middleby Corp. v. Hussmann Corp. 1992 U.S. Dist.
8 LEXIS 13138, at *9-10 (N.D. Ill. August 27, 1992). “A pretrial motion in limine forces a court to
9 decide the merits of introducing a piece of evidence without the benefit of the context of trial.”
10 CFM Communs., LLC v. Mitts Telecasting Co., 424 F. Supp. 2d 1229, 1233 (E.D. Cal. 2005); *see*
11 *also* U.S. v. Marino, 200 F.3d 6, 11 (1st Cir. 1999) (recognizing that proffered evidence can be
12 more accurately assessed in the context of other evidence).

13 Evidence should be “excluded on a motion in limine only if the evidence is *clearly*
14 inadmissible for any purpose” (internal quotations omitted, emphasis added). Fresenius Med. Care
15 Holdings, Inc. v. Baxter Int’l, Inc., 2006 U.S. Dist. LEXIS 42159, at *14 (N.D. Cal. June 12,
16 2006). This means Defendants will have to overcome the well established policies favoring
17 admissibility. Daubert v. Merrell Dow Pharms., 509 U.S. 579, 587 (1993) (“The Rules’ basic
18 standard of relevance thus is a liberal one.”); U.S. v. Curtin, 489 F.3d 935, 942 (9th Cir. 2007)
19 citing Huddleston v. United States, 485 U.S. 681, 688-89 (1988) (“the version of Rule 404(b)
20 which became law was intended to “plac[e] greater emphasis on admissibility than did the final
21 Court version.”); *see also* U.S. v. Williams, 445 F.3d 724, 732 (4th Cir. 2006) (relief against
22 admissibility under Rule 403 should be granted sparingly); U.S. v. Fleming, 215 F.3d 930, 939 (9th
23 Cir. 2000) (Rule 403 favors admissibility); U.S. v. Hankey, 203 F.3d 1160, 1172 (9th Cir. 2000)
24 (“the application of Rule 403 must be cautious and sparing”); Fed. R. Evid. 102 Adv. Comm. Notes
25 (“rules are to be liberally construed in favor of admissibility” within the bounds of the Rules to
26 achieve goals of “speedy, inexpensive, and fair trials designed to reach the truth”). Defendants fail
27
28

1 to meet their burden given the highly probative value of the evidence, the lack of unfair prejudice,
2 the Rules, sound case law, and in light of these policies.

3 **B. Plaintiff Made the Required Disclosures**

4 Defendants' Motion No. 7 is predicated upon the flawed assertion that Plaintiff will seek to
5 introduce evidence "not listed in Vuitton's initial disclosures or any supplemental disclosure." As
6 Defendants did not supply the Court with a copy of Plaintiff's Disclosures in this matter (which
7 were not filed but served in conformity with the provisions of Fed.R.Civ.P. 26), Plaintiff attaches a
8 copy of those disclosures hereto as Exhibit A. Declaration of J. Andrew Coombs ("Coombs
9 Decl.") at ¶ 2, Ex. A.

10 As is evident from the attached Exhibit A disclosures, Plaintiff did supply "a description by
11 category and location – of all documents, electronically stored information and tangible things that
12 the disclosing party has in its possession, custody or control and may use to support its claims or
13 defenses...." Fed.R.Civ.P. 26(a)(1)(A)(ii). Specifically, Plaintiff identified: "Printouts from
14 websites hosted by Defendants" and "Documents relating to investigation of websites hosted by
15 Defendants". See Ex. A. It appears that these are precisely the categories of documents to which
16 Defendants now purport to object by way of this motion.

17 The adequacy of these disclosures is underscored by the fact that Defendants have not, until
18 the filing of this motion, objected in any way to the adequacy of Plaintiff's disclosures.
19 Fed.R.Civ.P. 26(a)(1)(C).

20 Significantly, these disclosures were broad enough to encompass evidence of ongoing
21 contributory infringement of Plaintiff's rights after the initial disclosures were filed. The Court
22 will recall, for example, that Plaintiff was granted leave to amend the Complaint to expressly
23 identify additional websites identified by Plaintiff after the litigation was filed. Printouts from
24 those added websites and "Documents relating to investigation of websites" hosted by Defendants,
25 although discovered after the initial disclosures, were still within the categories of documents
26 already identified.

1 **C. Plaintiff Has Not Only Disclosed, It Has Produced the Evidence in Dispute**

2 Consistent with Defendants need to elevate form over substance (given the inevitable ruling
3 against them from any adjudication of this matter based on substance) Defendants fail to note that
4 the disputed material has been produced.

5 Plaintiff's first production of documents back in February of 2008, consisted of over Two
6 Thousand Seven Hundred (2,700) pages of infringing websites, documents relating to Defendants'
7 status as host of those websites, cease and desist letters, trademark and copyright certifications,
8 documents from Defendants' own website and documents relating to the counterfeit purchases by
9 Louis Vuitton's investigator, among other things. Coombs Decl. at ¶ 3, Ex. C. Additional website
10 and hosting related documents were forwarded to Defendants throughout this litigation as
11 attachments to supplemental cease and desist letters shortly after their creation. *Id.* at ¶ 4, Ex. D.
12 Given Defendants' insistence to continue the complained of behavior, Plaintiff is still acquiring
13 evidence to date.

14 Defendants also state that the objectionable material is "virtually identical" to "Internet
15 printouts" that Louis Vuitton disclosed earlier. Motion No. 7 at p 5. It is nonsensical for
16 Defendants to argue that later discovered documents, "virtually identical" to documents already
17 produced, are now somehow outside of the scope of Plaintiff's disclosures. The documents were
18 identified in Plaintiff's initial disclosures, Plaintiff has had to incur additional burdens of
19 production in light of Defendants' default, the infringements are ongoing which has produced more
20 recent documents, and Defendants have already received the material.

21 Moreover, Defendants do not dispute that all such documents have been produced and
22 copies made available well in advance of deadlines contemplated by the Federal Rules.
23 Fed.R.Civ.P. 26(a)(3)(B) ("disclosures must be made at least 30 days before trial").² Motion No. 7
24 at p. 4.

25 ² As recently as February, 2009, Plaintiff continues to discover new evidence of additional
26 contributory infringement by Defendants. This information is being produced as it becomes
27 available to Plaintiff, but the fact that Defendants' own ongoing wrongful conduct generates
28 additional evidence supporting Plaintiff's claims even after this date does not obviate its
admissibility insofar as it is all within the scope of disclosures admittedly made to Defendants in
November, 2007.

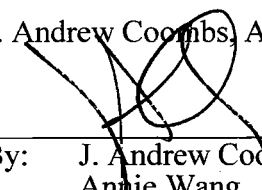
1 **C. Defendants Own Discovery Misconduct Bars Them From Seeking to Exclude**
2 **Relevant Evidence Plaintiff Was Obligated to Generate By Other Means**

3 Throughout this litigation, Defendants have deliberately and systematically avoided
4 fulfillment of their discovery obligations.³ In particular, Defendants have produced not one bit (let
5 alone byte) of data hosted on their servers, nor one data entry evidencing Internet traffic through
6 their routers, despite two Court orders to do so. In particular, Defendants have produced no
7 website content hosted on their servers and which evidences both the underlying direct
8 infringement and the fact that such infringing activity was hosted on servers which two Courts
9 have now found were within Defendants “possession, custody or control” as part of those
10 discovery motions – despite the fact that Plaintiff has been able to generate such evidence as a
11 general member of the Internet using public. Although the Stored Communications Act has been
12 repeatedly asserted by Defendants as a basis for refusing to produce even this publically accessible
13 information, (i) in Opposition to the underlying motion to compel; (ii) in support of its (overruled)
14 objections to the Magistrate Judge’s order compelling production and (iii) in refusing to cooperate
15 in the development of a protocol as ordered by the Magistrate Judge, these supposedly crucial
16 privileges were not even mentioned in Defendants’ initial objections and responses to the discovery
17 and now twice rejected by the Court in this case.

18 For all the foregoing reasons, Defendants Motion No. 7 is properly denied.

19
20 Dated: March 9, 2009

J. Andrew Coombs, A Professional Corp.

21
22 By:  J. Andrew Coombs
Annie Wang

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

24
25
26
27 ³ Plaintiff will not even dwell on the mysterious disappearance of all email communications (by an
28 Internet Service Provider no less) as of approximately the same date this litigation was filed.

DECLARATION OF J. ANDREW COOMBS

I, J. Andrew Coombs, declare as follows:

1. I am an attorney at law duly admitted to practice before the Courts of the State of California and the United States District Court for the Northern District of California. I am counsel of record for Plaintiff Louis Vuitton Malletier, S.A. ("Plaintiff" or "Louis Vuitton") in an action styled Louis Vuitton Malletier, S.A. v. Akanoc Solutions, Inc., et al., Case No. C 07 3952 JW. I submit this declaration in support of Plaintiff's Opposition to Defendants' Motion in Limine No. 7. Except as otherwise stated to the contrary, I have personal knowledge of the following facts and, if called as a witness, I could and would competently testify as follows.

2. Attached Exhibit A is a true and accurate copy of Plaintiff's Initial Disclosures dated November 28, 2007.

3. I am informed and believe that Plaintiff's first production of documents in response to discovery requests was made in February of 2008, and consisted of approximately 2,792 pages of documents consisting of infringing websites, documents relating to Defendants' status as host of those websites, cease and desist letters, trademark and copyright certifications, documents from Defendants' own website and documents relating to the counterfeit purchases by Louis Vuitton's investigator, among other things. Attached hereto as Exhibit B is a copy of the transmittal letter of Plaintiff's first production dated February 8, 2008.

4. I am informed and believe that throughout this litigation, Plaintiff has produced additional materials as attachments to cease and desist letters. Attached hereto as Exhibit C are true and correct copies of an example of such supplemental materials produced to Defendants.

5. I am informed and believe that Plaintiff's exhibits continue to be collected to date. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 9th day of March, 2009, at Glendale, California.



J. ANDREW COOMBS

EXHIBIT A

1 J. Andrew Coombs (SBN 123881)
andy@coombspc.com
2 Annie S. Wang (SBN 243027)
annie@coombspc.com
3 J. Andrew Coombs, A Prof. Corp.
4 517 East Wilson Avenue, Suite 202
Glendale, California 91206
5 Telephone: (818) 500-3200
Facsimile: (818) 500-3201

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

8
9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA

11 Louis Vuitton Malletier, S.A.,
12 Plaintiff,

13 v.

14 Akanoc Solutions, Inc., et al.,
15 Defendants.

Case No.: C 07 3952 JW

DISCLOSURES OF PLAINTIFF
LOUIS VUITTON MALLETIER, S.A.
PURSUANT TO FED.R.CIV.P. 26

16
17 Plaintiff Louis Vuitton Malletier, S.A.. (hereafter "Louis Vuitton"), hereby makes the
18 following Initial Disclosures in accordance with F.R.C.P. 26(a)(1). In doing so, Louis Vuitton does
19 not waive any valid objections it may have to any request to produce documents identified herein.
20 This disclosure is based on information reasonably available to Louis Vuitton as of this date. Louis
21 Vuitton reserves the right to supplement this disclosure if and when additional responsive
22 information becomes available.

23 (A) Persons likely to have discoverable information

24 1. Nikolay Livadkin

25 Anti-counterfeiting Manager / Intellectual Property Department

26 Louis Vuitton Malletier

27 2, Rue du Pont Neuf

28 Louis Vuitton v. Akanoc, et al.: Voluntary Disclosures

- 1 -

ORIGINAL

1 Paris, France, 75001

2 2. Robert Holmes

3 IP Cybercrime.com

4 400 Bank of America Plano Tower

5 101 East Park Boulevard

6 Plano, Texas 75074

7
8 Louis Vuitton further states that the Defendants Akanoc Solutions, Inc., Managed Solutions
9 Group, Inc. and Steven Chen (collectively "Defendants") have discoverable information regarding
10 this case. Plaintiff also identifies Defendants' employees, customers and third party service
11 providers as potential witnesses in support of its claims.
12

13 **(B) Document disclosure**

14 In accordance with Fed. R. Civ. P. 26(a)(1)(B), Louis Vuitton hereby provides the
15 following descriptions of categories of non-privileged documents known to it at this time that may
16 be relevant to the disputed facts in this matter:\

- 17 1. Counterfeit Louis Vuitton merchandise and packaging sold through websites hosted
18 by Defendants.
19
20 2. Louis Vuitton trademark registrations.
21
22 3. Louis Vuitton copyright registrations.
23
24 4. Printouts from websites hosted by Defendants
25
26 5. Documents relating to investigation of websites hosted by Defendants

27 These documents are located at J. Andrew Coombs, A P.C., 517 E. Wilson Ave., Suite 202,
28 Glendale, California 91206.

(C)

1 **A computation of any category of damages claimed.**

2 In addition to injunctive relief, Louis Vuitton may seek the following damages:

- 3 1. Statutory damages under the Trademark Act of up to One Million Dollars per counterfeit
4 mark per type of goods sold, offered for sale, or distributed.
5
6 2. Statutory damages under the Copyright Act of up to One Hundred and Fifty Thousand
7 Dollars for each registered copyright infringed upon.
8
9 3. Three times the amount of Louis Vuitton's actual damages.
10 4. Attorney's Fees.
11 5. Costs.

12 Louis Vuitton does not yet have complete information regarding the sales of counterfeit
13 Louis Vuitton products made using Defendants services, and requires that information in order to
14 accurately compute its damages.

15 **(D) Insurance agreements.**

16 Not applicable.

17 Dated: November 28, 2007

J. Andrew Coombs, A Professional Corp.

18
19 By: 

20 J. Andrew Coombs
21 Annie S. Wang

22 Attorneys for Plaintiff Louis Vuitton Malletier, S.A.
23
24
25
26
27
28

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 E. Wilson Ave., Suite 202, Glendale, California 91206.

On November 28, 2007, I served on the interested parties in this action with the:

- **DISCLOSURES OF PLAINTIFF LOUIS VUITTON MALLETIER, S.A.
PURSUANT TO FED.R.CIV.P. 26**
-

for the following civil action:

Louis Vuitton Malletier S.A. v. Akanoc Solutions, Inc., et al.

by placing a true copy thereof in an envelope to be immediately sealed thereafter. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

James A. Lowe, Esq. Gauntlett & Associates 18400 Von Karman Ave., Suite 300 Irvine, California 92612	
---	--

Place of Mailing: Glendale, California
Executed on November 28, 2007, at Glendale, California.



Jeremy Cordero

EXHIBIT B

LAW OFFICES
J. ANDREW COOMBS
A PROFESSIONAL CORPORATION
517 EAST WILSON AVENUE, SUITE 202
GLENDALE, CALIFORNIA 91206-5902
TELEPHONE (818) 500-3200
FACSIMILE (818) 500-3201

February 8, 2008

Via First Class Mail

James A. Lowe, Esq.
Gauntlett & Associates
18400 Von Karman Ave., Suite 300
Irvine, California 92612

Re: **Louis Vuitton Malletier, S.A. v. Akanoc Solutions, Inc., et al.**
Case No.: CV 07-3952 JW

Dear Mr. Lowe:

In reference to the above matter, enclosed please find one (1) disc, which contain Plaintiff's response to Defendant's first request for document production.

Thank you.

Very Truly Yours,

J. Andrew Coombs,
A Professional Corporation



By: Jeremy Cordero
For Plaintiff Louis Vuitton Malletier, S.A.

JJC:bm

EXHIBIT C

LAW OFFICES
J. ANDREW COOMBS
A PROFESSIONAL CORPORATION
517 EAST WILSON AVENUE, SUITE 202
GLENDALE, CALIFORNIA 91206-5902
TELEPHONE (818) 500-3200
FACSIMILE (818) 500-3201

April 7, 2008

Via E-Mail and
First Class Mail
jal@gauntlettlaw.com

James A. Lowe, Esq.
Gauntlett & Associates
18400 Von Karman, Suite 300
Irvine, California 92612

Re: Louis Vuitton v. Akanoc Solutions, et al.

Dear Mr. Lowe:

I follow up on our letter of March 31, 2008 concerning sites offering counterfeit Louis Vuitton merchandise hosted by servers owned and controlled by your clients, the defendants in the above-captioned matter. I note that one of those sites, eshoes99.net is still hosted by Akanoc Solutions, as evidenced by the attached.

Very Truly Yours,

J. Andrew Coombs
A Professional Corporation

By: J. Andrew Coombs
Attorney for Louis Vuitton Malletier, S.A.

Enclosures

JAC:asw



Specializing in Wholesale Jordan Shoes, we are top Jordan shoe suppliers. wholesale jordan shoes best expert in sport wholesale. em>

Inquiry Basket (0) | join | Help

Eshoes99.net
Guangzhou Huihong Trading CO., Ltd



Huihong

Jordan 23 ,Airmax 87,Soccer jersey

Home About us Product Contact Feedback Vip service Help Price

Search Search Email: eshoes99@yahoo.com.cn

You are here: Home » Product Directory » Handbags » LV

Handbags

LV

Gucci

Chloe

Chanel

Dior

Coach

Fendi

Fendi 1 Fendi 2

Hermes

Prada

Burberry

Balenciaga

Juicy

Dooney Bourke

Dolce Gabbana

Guess

Jimmy Choo

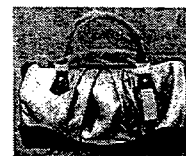
LV



code: Hlv-305
stock: yes



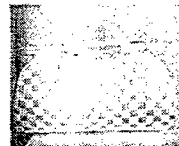
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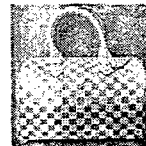
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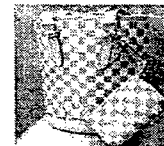
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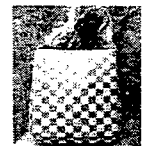
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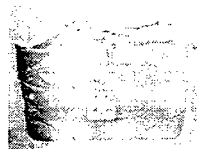
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stock: yes



code: Hlv-299
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stock: yes



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stock: yes



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stock: yes



code: Hlv-295
stock: yes



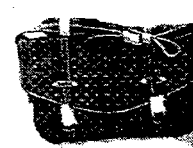
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stock: yes



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stock: yes



code: Hlv-292
stock: yes



code: Hlv-291
stock: yes



code: Hlv-290
stock: yes

PAGE: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

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http://www.eshoes99.net/class_70_Handbag_677_LV.html

4/7/2008

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wholesale Jordan shoes

soccer jersey supplier | nike supplier | wholesale nike shoes | wholesale nike sneakers | Nike Shoes Supplier | wholesale jordan shoes | wholesale shoes | jordan shoes supplier

wholesale Jordan shoes Jordan, also known as Air Jordan or His Airness has been considered basketball's greatest-ever player. Jordan signed the deal with Nike in 1984, and Jordan Brand, a Nike subsidiary started producing the air jordan shoes. The company came up with Air Jordan I designed by Peter Moore in 1985. Bruce Kilgore designed the Air Jordan II launched in 1986/87 and Tinker Hatfield designed Air Jordan III and Air Jordan IV released in 1988 and 1989 respectively. The company has recently released Air Jordan XXI in Feb, 2006. Today, **wholesale Jordan shoes** like Air Jordans or Nike Air Jordans are worn and endorsed by athletes all over the globe. The wholesale Air Jordan are the air jordan shoes sold at the wholesale quotes. The wholesale Air Jordans are not for public sale directly, rather thru the Air Jordan retailers. The wholesale Air Jordan are usually sold in big volumes to retailers who further resale them to the consumers. The wholesale Air Jordan may include Air Jordan shoes, Air Jordan sneakers and all Air Jordans up to the latest Air Jordan XXI. The retailers always look to buy wholesale Air Jordan at the cheapest possible rates, to earn maximum profits. They always pursue cheap wholesale Air Jordans to sell them at good retail prices.

181739



Whois Record for Eshoes99.net (E Shoes 99)

Front Page Information

Website Title: [wholesale Nike shoes](#)

Title Relevancy: 100%

Meta Description: We are a Nike factory, factory Nike shoes we wholesale Nike shoes from our Nike factory, Wholesale Nike shoes all shoes come with original boxes and retro cards.

Description Relevancy: 47%

Relevancy:

AboutUs: [Wiki Article on Eshoes99.net](#)

SEO Score: 79%

Terms: 545 (Unique: 294, Linked: 251)

Images: 42 (Alt tags missing: 29)

Links: 154 (Internal: 154, Outbound: 0)

iFrames: 2 (Parts of page not indexed by most search engines.)

Indexed Data

Alexa Trend/Rank: #6,025,061 5,481,652 over the last three months.

Registry Data

ICANN Registrar: XIN NET TECHNOLOGY CORP. (XIN)

Created: 2008-03-04

Expires: 2009-03-04

Registrar Status: [OK](#)

Name Server: NS1.72DNS.COM (has 7,328 domains)

Name Server: NS2.72DNS.COM

Whois Server: whois.paycenter.com.cn

Server Data

Server Type: Microsoft-IIS/6.0

IP Address: 204.16.192.77 [W](#) [R](#) [P](#) [F](#) [F](#)

IP Location: - New York - New York - Cloud Solutions Inc

Response Code: 200

Blacklist Status: Clear

Domain Status: Registered And Active Website

DomainTools Exclusive

Registrant Search: "liu mao" owns about 2 other domains

NS History: 2 changes on 3 unique names over 1 year

IP History: 4 changes on 4 unique names over 1 year

Whois History: 2 records have been archived since 2008-03-04

Reverse IP: 4 other sites hosted on this server

Monitor Domain: [Set Free Alerts on eshoes99.net](#)Free Tool: [Download DomainTools for Windows](#)

Whois Record

Domain Name: eshoes99.net

Registrant:

liu mao

guang zhou tian fu lu 22hao
510620

Administrative Contact:

liu mao

liu mao
guang zhou tian fu lu 22hao
GuangZhou Beijing 510620
CN
tel: 86 20 87576568

Add Missing Thumbnail:

[Queue Thumbnail For Addition](#)

SEO Text Browser

SEO Text Browser

Professional supplier in Wholesale Nike Shoes, many more Nike supplier selection. wholesale nike shoes we specializing in top footwear supplier Inquiry Basket Inquiry Basket (0) | join | Help

nike shoe

wholesale nike shoes

nike

Home wholesale nike sneakers About shoes us Nike Shoes

Supplier Product wholesale jordan

shoes Contact jordan shoes

Feedback jordan shoes supplier Vip

service Help Price

wholesale nike shoes

Search: Email

Member

<http://www.eshoes99.net>[Disable SEO Text Browser \(Beta \)](#)[Hide Key](#)

Other TLDs

[.com](#) [.net](#) [.org](#) [.biz](#) [.info](#) [.us](#)

Symbol Key

Available

Available (Previously registered)

Registered (Active website)

Registered (Parted or redirected)

Registered (No website)

On-Hold (Generic)

On-Hold (Redemption Period)

On-Hold (Pending Delete)

Monitor

Preview

No preview

Buy this (Available)

Buy this (Bid at auction)

Jewelry for Resale Only

Wholesale bulk gold, silver, & crystal jewelry, chain by the inch.
www.OlympiaGold.com

10 Rules to Cut Belly Fat

Lose 9 lbs every 11 Days with these 10 idiot Proof Rules of Fat Loss
www.FatLoss10idots.com

Register domain from 1.69

Save on domains and hosting from Direct Dot, why pay more.
www.directdot.com

Ads by Google

Customize This Page

Select the items you want to be shown

Eshoes99.net - E Shoes 99

fax: 86 20 87576568
gzliumao@163.com

Technical Contact:

liu mao
liu mao
guang zhou tian fu lu 22hao
GuangZhou Beijing 510620
CN
tel: 87576568
fax: 87576568
gzliumao@163.com

Billing Contact:

liu mao
liu mao
guang zhou tian fu lu 22hao
GuangZhou Beijing 510620
CN
tel: 87576568
fax: 87576568
gzliumao@163.com

Registration Date: 2008-03-04
Update Date: 2008-03-04
Expiration Date: 2009-03-04

Primary DNS: ns1.72dns.com
Secondary DNS: ns2.72dns.com

61.145.106.133
211.155.220.241



Do you own high-quality generic domains? List them in the April 21st DomainTools Live Auction at the Domain Roundtable Conference in San Francisco. Want to ensure your domain is listed? Register now for the conference - even attendees had a guaranteed acceptance slot of one domain in the Live Auction.

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☒ Server Data ☒ Registry Data
☒ Exclusive Data ☒ Whois Record

Domains for Sale

Domain	Price
ShoesYou.com	\$199.00
CementShoes.com	\$700.00
ConsignmentShoes.com	\$1,000.00
TebogShoes.com	\$1,000.00
SellingShoes.com	\$1,000.00
BasketballShoes.com	\$1,050.00
WowShoes.com	\$1,200.00
MadShoes.com	\$1,200.00
MexicanShoes.com	\$1,300.00
MiniShoes.com	\$1,500.00
MichaelShoes.com	\$1,788.00

Domains At Auction

Domain	Auction Date
LacyShoes.com	04-06-2008
BestCityShoes.com	04-08-2008
DiscountFeet.com	04-06-2008
FeetPlace.net	04-09-2008
HotBootsAndShoes.com	04-08-2008
Aqua-Shoes.com	04-08-2008
Feet-Maniacs.com	04-06-2008
Id4Shoes.net	04-09-2008
XNiteShoes.com	04-08-2008
AcosShoes.com	04-08-2008
AirForceOnes-Shoes.com	04-08-2008
EightySixShoes.com	04-08-2008
FeetSteR.com	04-08-2008

Compare Similar Domains

Domain	Created
EShoes	1997-12-06
E Shoe Sale	1998-12-19
E Shoes 247	1999-12-15
E Shoes City	2000-09-05
E Shoes Direct	2001-09-21
E Shoe Sales	2003-05-02
E Shoes Delivery	2005-06-05
E Shoes - And - Sport	2005-09-23
E Shoes And Sport	2005-09-23
E Shoes 99	2005-10-23
E Shoe Outlet	2006-01-24
E Shoes 24	2006-11-17
E Shoe Repair	2006-11-20
E Shoes Eller	2007-01-09
E Shoe Paradise	2007-01-21