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 7

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

11	Louis Vuitton Malletier, S.A.,	)	Case No.: C 07 3952 JW (HRL)
12)	
	Plaintiff,	)	OPPOSITION OF PLAINTIFF LOUIS
13	v.	)	VUITTON MALLETIER, S.A. TO
		)	DEFENDANTS' MOTION IN LIMINE
14	Akanoc Solutions, Inc., et al.	)	NO. 11 TO BAR NON-RELEVANT
		)	EVIDENCE AT TRIAL; DECLARATION
15	Defendants.	)	OF J. ANDREW COOMBS IN SUPPORT

16 **INTRODUCTION**

17 Recognizing the inevitable liability which will undoubtedly attach once any trier of fact is
 18 presented with the evidence of Defendants' systematic, pervasive and intentional participation in
 19 thousands of separate acts of direct infringement, Defendants fail to recognize any limits in their
 20 efforts to prevent the introduction of that evidence. Throughout the litigation, Defendants have
 21 consistently obstructed discovery and delayed or failed to produce relevant, requested discovery –
 22 in some cases only doing so after repeated motion practice and orders compelling production.

23 Now, in the pre-trial phase, having witnessed the ordered inspection of a mere handful of
 24 servers which reveals widespread infection of their hardware with an array of illegal conduct far
 25 exceeding that which was expressly alleged in the First Amended Complaint, Defendants go to
 26 extreme lengths to prevent the presentation of Plaintiff's case. Defendants' unsupported and ill-
 27 considered motion to "pare" down Plaintiff's allegations was denied, without the necessity of oral
 28 argument. Docket No. 167. Now, Defendants improperly seek essentially the same relief on the

1 same grounds, except they purport to extend this relief to “any evidence” Plaintiff may seek to
2 introduce at trial.

3 The fundamental premise of Defendants’ motion is flawed: evidence of Internet offers for
4 sale published to American consumers and evidence of completed sales is highly probative on the
5 elements of Plaintiff’s claims which, Defendants concede, entails proof of the underlying direct
6 infringement.

7 Defendants’ “request that the Court enter an order precluding Louis Vuitton from
8 presenting any evidence at trial”¹ is also facially overbroad and particularly in bad faith given
9 Defendants’ stated data losses and fabricated inabilities to produce discoverable material within
10 their possession and control, culminating in the court-ordered server inspection.² Defendants
11 produced little to no evidence, despite their obligation and ability to do so, and are now pursuing
12 twelve (12) motions in limine in the hopes that Plaintiff’s independently developed evidence will
13 be deemed inadmissible.

14 Defendants improperly seek to benefit from a situation of their own making: “It is
15 fundamental that a party that does not provide discovery cannot profit from its own failure...and
16 may be estopped from ‘supporting or opposing designated claims or defenses.’” General Atomic
17 Co. v. Exxon Nuclear Co., 90 F.R.D. 290, 1981 U.S. Dist. LEXIS 9374, at *60 (S.D. Cal. April 23,
18 1981) (quoting Dellums v. Powell, 566 F.2d 231, 235 (D.C. Cir. 1977)). This motion blatantly and
19 unfairly seeks an advantage due to Defendants’ own bad faith discovery failures and should be
20 denied for that reason.

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

22 Motions in limine should be granted sparingly. Alliance Fin. Capital, Inc. v. Herzfeld, 2007
23 Bankr. LEXIS 4511, at *2 (N.D. Ga. December 17, 2007) citing Sperberg v. Goodyear Tire &
24 Rubber Co., 519 F.2d 708, 712 (6th Cir. 1975); Middleby Corp. v. Hussmann Corp. 1992 U.S. Dist.
25 LEXIS 13138, at *9-10 (N.D. Ill. August 27, 1992). “A pretrial motion in limine forces a court to
26

27 ¹ As unbelievable as it is, this entire quotation is a direct, unedited quote. Motion No. 11, p. 4:5-6.
28 ² Defendants also seek to exclude the data extracted from their own servers pursuant to Court Order
in their Motion in Limine No. 12.

1 decide the merits of introducing a piece of evidence without the benefit of the context of trial.”
 2 CFM Communs., LLC v. Mitts Telecasting Co., 424 F. Supp. 2d 1229, 1233 (E.D. Cal. 2005); see
 3 also U.S. v. Marino, 200 F.3d 6, 11 (1st Cir. 1999) (recognizing that proffered evidence can be
 4 more accurately assessed in the context of other evidence).

5 Evidence should be “excluded on a motion in limine only if the evidence is *clearly*
 6 inadmissible for any purpose” (internal quotations omitted, emphasis added). Fresenius Med. Care
 7 Holdings, Inc. v. Baxter Int’l, Inc., 2006 U.S. Dist. LEXIS 42159, at *14 (N.D. Cal. June 12,
 8 2006). This means Defendants will have to overcome the well established policies favoring
 9 admissibility. Daubert v. Merrell Dow Pharms., 509 U.S. 579, 587 (1993) (“The Rules’ basic
 10 standard of relevance thus is a liberal one.”); U.S. v. Curtin, 489 F.3d 935, 942 (9th Cir. 2007)
 11 citing Huddleston v. United States, 485 U.S. 681, 688-89 (1988) (the version of Rule 404(b) which
 12 became law was intended to “plac[e] greater emphasis on admissibility than did the final Court
 13 version.”); see also U.S. v. Williams, 445 F.3d 724, 732 (4th Cir. 2006) (relief against admissibility
 14 under Rule 403 should be granted sparingly); U.S. v. Fleming, 215 F.3d 930, 939 (9th Cir. 2000)
 15 (Rule 403 favors admissibility); U.S. v. Hankey, 203 F.3d 1160, 1172 (9th Cir. 2000) (“the
 16 application of Rule 403 must be cautious and sparing”); Fed. R. Evid. 102 Adv. Comm. Notes
 17 (“rules are to be liberally construed in favor of admissibility” within the bounds of the Rules to
 18 achieve goals of “speedy, inexpensive, and fair trials designed to reach the truth”). Defendants fail
 19 to meet their burden given the probative value of the evidence, the Rules, sound case law, and in
 20 light of these policies.

21 **B. Relevance is a Liberal Standard that Louis Vuitton Exceeds With Its on Point**
 22 **Evidence of Defendants’ Contributory Liability Through Continued Hosting of**
 23 **Infringing Websites Despite Notice.**

24 The evidence Defendants seek to exclude meets the liberal standard of relevance
 25 consistently relied upon and cited by the United States Supreme Court. Daubert, 509 U.S. at 587
 26 (“basic standard of relevance...is a liberal one”). In a dissenting opinion, four justices of the
 27 Supreme Court described the Federal Rules of Evidence to have changed from the common law “in
 28

1 the direction of flexibility,” which, “liberalizes the rules for admission of relevant evidence.”
2 Tome v. United States, 513 U.S. 150, 174 (1995) (dissenting opinion by Justice Breyer, with whom
3 The Chief Justice, Justice O'Connor, and Justice Thomas joined). While the trial judge is relied
4 upon to keep “the barely relevant, the time wasting, and the prejudicial from the jury,” Id. citing
5 United States v. Abel, 469 U.S. 45, 54 (1984), evidence that speaks directly to the elements of the
6 claims at issue should be clearly admissible if otherwise acceptable under the Rules. Thus, Fed. R.
7 Evid. 401 and 402 that admit evidence that has “any tendency to make the existence of any fact
8 that is of consequence...more probable or less probable than it would be without the evidence” is a
9 low threshold that Louis Vuitton easily surpasses.

10 There can be little more relevant to this case for contributory copyright and trademark
11 infringement than evidence of the hosting and continued hosting by Defendants of infringing
12 websites despite notice. Louis Vuitton seeks to introduce evidence of Defendants’ advertisements
13 and policies, counterfeit Louis Vuitton products sold by websites hosted by Defendants, instances
14 of notice, and Defendants’ continued hosting of infringing websites despite notice. The
15 determination of relevance here is straightforward and most all of the evidence offered by Louis
16 Vuitton meets and exceeds the requisite showing of “any tendency.” Fed. R. Evid. 401. Louis
17 Vuitton’s evidence is not ancillary or inconsequential to its claims, its evidence is fundamental and
18 incriminating.

19 Even in light of the “broad discretion” trial judges have to determine relevance, the high
20 probative value of the evidence offered by Louis Vuitton exceeds the standard required by the
21 Rules to address Defendants’ contributory infringement. Wood v. Alaska, 957 F.2d 1544, 1550
22 (9th Cir. 1992) (discussed as part of 6th Amendment violation inquiry). The Court should deny
23 Defendants’ Motion No. 11 in its entirety.

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1 **C. Louis Vuitton’s Evidence is Sufficiently Probative for a Relevance Inquiry to**
2 **Prove the Elements of Direct Copyright and Trademark Infringement.**

3 Aside from its relevance to contributory liability, the evidence Defendants’ seek to exclude
4 by Motion No. 11 is relevant to prove direct infringement under both theories of copyright and
5 trademark infringement.

6 **a. Copyright Infringement**

7 To prove direct copyright infringement, a plaintiff must show ownership of the copyright
8 and a violation of one of the exclusive rights of copyright. Feist Publ’ns, Inc. v. Rural Tel. Serv.
9 Co., 499 U.S. 340, 361 (1991); 17 USC §§ 106, 501. Louis Vuitton has identified its United States
10 Copyrights as exhibits and Defendants do not appear to challenge their validity. In light of the
11 presumption of validity afforded to registrations, Louis Vuitton’s ownership of the valid copyrights
12 is satisfied.

13 Defendants’ “customers” have violated several of the exclusive rights of copyright
14 including copying and the right to distribute copies. Unlike in Shaw v. Lindheim, 919 F.2d 1353,
15 1356 (9th Cir. 1990), where direct evidence of copying was unavailable, Id., here, direct evidence
16 of copying and distribution exists in the website printouts depicting pirated copies of Plaintiff’s
17 valid copyrighted designs, admissions from some of those printouts that the products are “replica”
18 or “mirror-images” of the real thing, and the pirated products themselves that were purchased from
19 the infringing websites. Louis Vuitton’s witness, Mr. Livadkin, has testified and anticipates
20 testifying at trial that he is able to identify counterfeit and pirated products from their offers alone.
21 Declaration of J. Andrew Coombs (“Coombs Decl.”) at ¶ 2 (Declaration of Nikolay Livadkin at ¶¶
22 5-6). There could be little more probative on direct infringement of copying and distribution than
23 the unauthorized website offers themselves and the survey of piratical products that was purchased
24 from the infringing websites.

25 While Louis Vuitton’s evidence is probative to prove unlawful copying and distribution by
26 the infringing websites that were hosted by Defendants in violation of the Copyright Act, the same
27 evidence is also probative to prove violation of the public display right specifically. 17 USC §

1 106(5). Displaying a work “publicly” means (1) displaying it in a public “place where a substantial
2 number of persons outside of a normal circle of a family and its social acquaintances is gathered; or
3 (2) to transmit or otherwise communicate...a display of the work to a place specified by clause (1)
4 or to the public, by means of any device or process, whether the members of the public capable of
5 receiving the...display receive it in the same place or in separate places and at the same time or at
6 different times.” 17 USC § 101.

7 “The concept of display is broad.” Playboy Ent. v. Frena, 839 F. Supp. 1552, 1556-57
8 (M.D. Fla. 1993) (naming a computer system specifically as a means to complete a “public
9 display” under the Copyright Act); see also On Command Video Corp. v. Columbia Picture
10 Industries, 777 F. Supp. 787, 789-90 (N.D. Cal. 1991) (finding non-public nature of place of
11 viewing having no bearing on whether members of the “public” had access). The websites stored
12 the infringing images on Defendants’ servers, the images were publicly available due to acts by the
13 website operator and Defendants, and the websites openly displayed their infringing products for
14 sale to the general public. Coombs Decl. at ¶¶ 2-4. Even if Louis Vuitton viewed, captured and
15 printed out the website content from a non-public place, the public accessibility of the content that
16 is located on Defendants’ servers creates the violation. This interpretation of the “public display”
17 clause is in line with Ninth Circuit jurisprudence. Perfect 10, Inc. v Amazon.com, Inc., 508 F.3d
18 1146, 1159-60 (9th Cir. 2007) (endorsing “server test” that finds a public display in violation of a
19 copyright owner’s exclusive right when infringer stores and displays infringing image). Thus, the
20 website displays of Defendants’ “customers” of the infringing offers fall squarely within the
21 Copyright Act’s definition of public display in violation of Louis Vuitton’s exclusive rights.

22 Thus, the evidence objected to by Defendants is properly admitted and Defendants’ Motion
23 No. 11, properly denied.

24 **b. Trademark Counterfeiting**

25 Willful trademark infringement occurs when one intentionally uses a counterfeit mark in
26 commerce, knowing the mark was counterfeit, in connection with the sale, offering for sale, or
27 distribution of goods that was likely to confuse or deceive. See 15 U.S.C. Section 1114(1)(a);

1 Westinghouse Elec. Corp. v. General Circuit Breaker & Elec. Supply Inc., 106 F.3d 894, 899 (9th
2 Cir. 1997) (“Section 1114 of the Lanham Act, which establishes the trademark counterfeiting cause
3 of action, prohibits the use of ‘any reproduction, counterfeit, copy, or colorable imitation of a
4 registered mark in connection with the sale ... of any goods ... [where] such use is likely to cause
5 confusion ... or to deceive.’”).

6 Controlling decisions have found sufficient contacts and effects on interstate commerce for
7 even wholly extraterritorial acts in violation of the Lanham Act. See Steele v. Bulova Watch Co.,
8 344 U.S. 280, 286 (1952) (describing Lanham Act jurisdictional grant as “broad”); Reebok Int’l v.
9 Marnatech Enters., 970 F.2d 552, 554-55 (9th Cir. 1992) citing Ocean Garden v. Marktrade Co.,
10 953 F.2d 500, 503 (9th Cir. 1991) (“The sales of infringing goods in a foreign country may have a
11 sufficient effect on commerce to invoke Lanham Act jurisdiction.”). Therefore, the websites
12 themselves and the counterfeit and pirated purchases fulfill the prerequisite of interstate commerce
13 because the content of the websites is located in San Jose, California on Defendants’ servers, the
14 website operators contracted with Defendants in San Jose and presumably send payment to San
15 Jose, and the products were purchased through various websites by Louis Vuitton’s investigator in
16 Texas. Coombs Decl. at ¶¶ 3-4.

17 There is a presumption of a likelihood of confusion, or a likelihood of confusion as a matter
18 of law, when the offending mark is a counterfeit mark, or a mark virtually identical to a previously
19 registered mark coupled with the intent to pass off or borrow from established good will.

20 Brookfield Communs. v. W. Coast Entm’t Corp., 174 F.3d 1036, 1056 (9th Cir. 1999) (“In light of
21 the virtual identity of marks, if they were used with identical products or services likelihood of
22 confusion would follow as a matter of course.”); Shakespeare Co. v. Silstar Corp. of Am., 110 F.3d
23 234, 241 (4th Cir. 1997) (“Our cases make clear, however, that that presumption arises only where
24 the intentional copying is motivated by an “intent to exploit the good will created by an already
25 registered trademark””); Polo Fashions, Inc. v. Craftex, Inc., 816 F.2d 145, 148 (4th Cir. 1987)
26 (“Where, as here, one produces counterfeit goods in an apparent attempt to capitalize upon the
27 popularity of, and demand for, another's product, there is a presumption of a likelihood of

1 confusion."); see Lindy Pen Co. v. Bic Pen Corp., 796 F.2d 254, 256-57 (9th Cir. 1986) (reversing
 2 a district court's finding of no likelihood of confusion even though the six other likelihood of
 3 confusion factors all weighed against a finding of likelihood of confusion); Phillip Morris USA
 4 Inc. v. Shalabi, 352 F. Supp. 2d 1067, 1073 (C.D. Cal. 2004) citing Phillip Morris USA Inc. v.
 5 Felizardo, 2004 U.S. Dist. LEXIS 11154, at *18 (S.D.N.Y. June 18, 2004) ("However, "in cases
 6 involving counterfeit marks, it is unnecessary to perform the step-by-step examination . . . because
 7 counterfeit marks are inherently confusing."); Phillip Morris USA Inc. v. Felizardo, 2004 U.S.
 8 Dist. LEXIS 11154, at *18 (S.D.N.Y. June 18, 2004) ("[C]ounterfeit marks are inherently
 9 confusing."); Gucci America, Inc. v. Duty Free Apparel, Ltd., 286 F. Supp. 2d 284, 287 (S.D.N.Y.
 10 2003); ("[C]ounterfeits by their very nature, cause confusion...Indeed, confusing the customer is
 11 the whole purpose of creating counterfeit goods."); Microsoft Corp. v. Software Wholesale Club,
 12 Inc., 129 F. Supp. 2d 995, 1007 fn. 11 (S.D. Tex. 2000) ("However, in the case of a counterfeit
 13 mark, likelihood of confusion is clear."); Dial-A-Mattress Operating Corp. v. Mattress Madness,
 14 Inc., 841 F. Supp. 1339, 1346 (E.D.N.Y. 1994) ("Moreover, confusion is simply inevitable since
 15 the parties are selling the same products in the same channels of commerce under the guise of the
 16 identical Dial-A-Mattress mark."). Thus, the infringing website offers and the counterfeit products
 17 themselves are properly offered to satisfy, as a matter of law, confusing similarity.

18 There is no question of the relevance of the evidence of infringing websites and their
 19 infringing offers or the purchase of knock-off products from these websites. Defendants' Motion
 20 No. 11 should be denied.

21 **D. A Preclusion Order of the Magnitude Defendants' Seek Would be Too**
 22 **Sweeping.**

23 Aside from its lack of merit, Defendants' Motion No. 11 seeks relief that is impermissibly
 24 broad. A motion in limine may properly be denied where it is too sweeping in scope. Weiss v. La
 25 Suisse, Societe d'Assurances sur la Vie, 293 F. Supp. 2d 397, 407 (S.D.N.Y. 2003) citing Baxter
 26 Diagnostics, Inc. v. Novatek Medical, Inc., 1998 U.S. Dist. LEXIS 15093, No. 94 Civ. 5220, 1998
 27 WL 665138 at *3 (S.D.N.Y. Sept. 25, 1998). Defendants' blanket request to exclude all of Louis

1 Vuitton's evidence, despite its facially probative value, is exactly the kind of over-inclusive relief
2 courts have refused. This relief is inherently unfair. Without cause, the result of a preclusion order
3 of the magnitude requested by Defendants would effectively rob Louis Vuitton of its
4 constitutionally and statutorily based intellectual property rights as it would be unable to enforce
5 them. Such a result would be constitutionally violative and is an improper use of a motion in
6 limine. Defendants' motion, even if it was supported by the facts of this case, should be denied as
7 inappropriate and improperly sweeping.

8 For the foregoing reasons, Defendants' Motion No. 11 should be denied.

9
10 Dated: June 22, 2009

J. Andrew Coombs, A Professional Corp.

11 /s/ J. Andrew Coombs
12 By: J. Andrew Coombs
13 Annie S. Wang
14 Attorneys for Plaintiff Louis Vuitton Malletier, S.A.
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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. 11. 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 an excerpt from the Declaration of Nikolay Livadkin in Support of Opposition to Defendants’ Motion for Summary Judgment.

3. Attached Exhibit B is a true and accurate copy of the Declaration of Robert Holmes in Support of Opposition to Defendants’ Motion for Summary Judgment.

4. Attached Exhibit C is a true and accurate copy of portions of the transcript from the deposition testimony of Robert L. Holmes, which took place on or about April 1, 2008.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 22nd day of June, 2009, at Glendale, California.

/s/ J. Andrew Coombs
J. ANDREW COOMBS

EXHIBIT A

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7






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

10	Louis Vuitton Malletier, S.A.,	)	Case No.: C 07 3952 JW
11)	
12	Plaintiff,	)	DECLARATION OF NIKOLAY
13	v.	)	LIVADKIN IN SUPPORT OF
14	Akanoc Solutions, Inc., et al.	)	OPPOSITION TO DEFENDANTS'
15		)	MOTION FOR SUMMARY
16	Defendants.	)	JUDGMENT; EXHIBITS THERETO
17		)	Date: September 8, 2008
		)	Time: 9:00 a.m.
		)	Courtroom 8, 4 th Floor
)	
)	



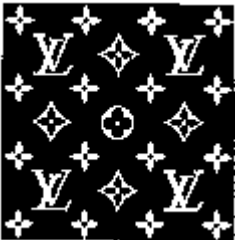


18 I, NIKOLAY LIVADKIN, declare as follows:


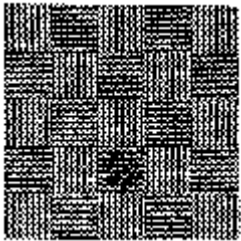
19
20 1. I am an Anti-Counterfeiting Coordinator with LVMH Fashion Group, a division of
21 LVMH. I have responsibility for global Internet enforcement for brands included within LVMH
22 Fashion Group, specifically including Plaintiff, Louis Vuitton Malletier, S.A. ("Louis Vuitton"). I
23 have had responsibility for Louis Vuitton's Internet enforcement efforts since 2002. Except as
24 otherwise expressly stated to the contrary, I have personal knowledge of the following facts and, if
25 called as a witness, I could and would competently testify as follows.
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2. Louis Vuitton has duly registered and renewed the following trademarks and copyrights with the United States Patent and Trademark Office and the United States Copyright Office, respectively:

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
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

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TRADEMARK	REGISTRATION NUMBER	TRADEMARK PICTURE	CLASS OF GOODS
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
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

TRADEMARK	REGISTRATION NUMBER	TRADEMARK PICTURE	CLASS OF GOODS
Louis Vuitton (Interlocked Letters) Design	2,361,695		25
LOUIS VUITTON PARIS and Damier (pattern design)	2,378,388		18

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date Published</u>	<u>Date Registered</u>
Multicolor Monogram – Black Print	VA 1-250-121	12/18/02	06/24/04
Multicolor Monogram – White Print	VA 1-250-120	12/18/02	06/24/04

3. True and correct copies or proof of registration of all of the aforementioned properties are collectively attached hereto as Exhibit A.

4. Counterfeiting of Louis Vuitton brands online is widespread. A significant percentage of the overall online counterfeiting activity as it relates to the Louis Vuitton brand originates in the People’s Republic of China. In view of various practical and legal impediments to efficient and effective enforcement of trademark rights in the People’s Republic of China, a significant part of Louis Vuitton’s online enforcement efforts occur in end user markets, specifically including the United States.

1 5. Louis Vuitton is well-positioned to identify counterfeit sales online for several
2 reasons. Among the more important factors is the fact that Louis Vuitton has a strictly controlled
3 distribution network such that the only online sites which sell new authentic Louis Vuitton
4 merchandise in the United States are eluxury.com and louisvuitton.com, controlled by Plaintiff.
5 Samples of offers for Louis Vuitton merchandise from those authorized sites are attached as
6 Exhibit B and C, respectively. Although there is a secondary market for legitimate used Louis
7 Vuitton merchandise, in most cases counterfeit sites are easily distinguished. First, many sites
8 specifically self-identify their sites as offerors of “replica” merchandise. Second, many sites offer
9 a range of merchandise inconsistent with the more limited range of product offered by sellers in the
10 secondary market. Third, counterfeiters identify products in ways which distinguish their product
11 from legitimate merchandise. Finally, the price point of legitimate Louis Vuitton merchandise,
12 combined with strict control over distribution which effectively eliminates any significant
13 discounting of legitimate merchandise all aid me in confirming counterfeit offers online.

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16 6. Over my years of managing Louis Vuitton’s online enforcement efforts, during
17 which time I have analyzed product purchased from several hundred websites each year, I have
18 never obtained legitimate product from a website where my initial determination was that the
19 offered product was counterfeit.

20
21 7. As a general rule, Louis Vuitton strives to secure voluntary compliance with its
22 trademarks rights and the trademark laws through the service of cease and desist letters. In every
23 case, before a demand letter is transmitted, I insure that Louis Vuitton’s file includes evidence of
24 the infringing offer, specifically including contemporaneous printouts from the website evidencing
25 at least some of the offers which are the subject of Louis Vuitton’s demands.

26 8. Each cease and desist letter is followed by a letter to the internet service provider
27 (“ISP”) which acts as host of the website offering counterfeit Louis Vuitton merchandise. In most
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1 cases, demand letters sent to ISPs are sent to enforce both Louis Vuitton's trademark rights and
2 copyrights. In few cases, where only Louis Vuitton's trademark rights are concerned, I transmit
3 such letters in the form of notices called for under the Digital Millennium Copyright Act
4 ("DMCA"). In my experience, responsible ISPs are familiar with the standards and requirements
5 imposed by the DMCA and are more likely to remove infringing offers where Louis Vuitton's
6 demand addressed to the ISP are framed in the familiar format of a DMCA notice. Before sending
7 a demand to an ISP, I ping the website to confirm the Internet Protocol ("IP") address of the
8 website and I research the Internet, using widely accessible online records to identify the ISP to
9 which the IP address was assigned. I insure that Louis Vuitton's files include records of those
10 additional investigative steps before sending a demand to an ISP.
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13 9. The initial demand to an ISP is transmitted usually by email and, if Louis Vuitton
14 does not receive a satisfactory response within a one to two week time frame or confirm that the
15 counterfeit offers have been deleted, a follow up is sent. The follow up refers to the initial demand,
16 includes a copy of the initial demand and is transmitted by messenger service or by some method
17 intended to confirm receipt of the demand at the address to which the demand has been sent. I rely
18 upon online records to find the address to which demands are sent, specifically including "Contact
19 Me" pages for the ISP and, more importantly, the agent for service filing under the DMCA with the
20 United States Copyright Office.
21

22 10. My office sends hundreds of DMCA notices to ISPs based in the United States each
23 year and the vast majority of these notices result in an immediate disabling of the counterfeit offers
24 which the subject of the DMCA notice.
25

26 11. During the second half of 2006, I began to notice a pattern where counterfeit offers
27 were not removed, even in response to follow up demands. Upon closer examination it appeared
28 that most of these demands were addressed to the Defendants. In connection with that examination

1 I noted that (a) neither of the ISP Defendants had filed a notice with the Copyright Office
2 designated an agent for service of DMCA notices, and (b) that one of the ISP Defendants, Managed
3 Solutions Group, Inc. did not maintain a webpage which posted terms of service, acceptable use
4 policy or other document listing policies for handling notices of infringement as required by the
5 DMCA or a “Contact Us” page with appropriate contact information. Consequently, I researched
6 the World Wide Web and noticed several postings of commercial offers by Managed Solutions
7 Group, Inc. designating www.managed.com as the corporate website for Managed Solutions
8 Group, Inc. I then visited the website located at www.managed.com and noted under “Contact Us”,
9 that the “corporate offices” were located at 2115 Linwood Avenue 5th Floor, Fort Lee, NJ 07024,
10 while for network administration issues the contact electronic mail address was
11 abuse@webhostplus.com. As a result of (b) I was later informed from discovery in this action, that
12 the New Jersey address to which two demands were sent as detailed below, actually belonged to a
13 different company, Managed, Inc., which was a company “spun” out of Managed Solutions Group,
14 Inc., a defendant in this case, and that the website www.managed.com was simply not updated to
15 reflect the change in corporate structure.

18 12. On or about October 16, 2006, I sent a letter via electronic mail to Managed
19 Solutions Group, Inc., 2115 Linwood Ave 5th Floor, Fort Lee NJ 07024, USA at
20 abuse@webhostplus.com regarding wendy929.net, hosted on IP address 205.209.163.83 registered
21 to Managed Solutions Group, Inc. After receiving no response and confirming that the
22 objectionable material was still viewable, I sent a “reminder” or follow up electronic mail to
23 abuse@webhostplus.com on or about October 25, 2006. In the absence of any kind of response, I
24 noticed that the wendy929.net was moved to a different server with IP address 204.13.69.140,
25 registered to Akanoc Solutions, Inc. I then sent another letter and email on or about October 30,
26 2006, to Akanoc Solutions, Inc. at 45535 Northport loop East, Fremont, CA 94538, USA and
27
28

1 abuse@akanoc.com. I never received a response to any of these letters or emails. Two reminder
2 letters were sent, by electronic mail on or about January 17, 2007 to abuse@akanoc.com and by
3 express mail, on January 23, 2007. Again, no response to these letters or emails was received and
4 wendy929.net remained on Akanoc Solutions, Inc.'s server 204.13.69.140 until approximately
5 mid-December 2007.

6
7 13. On or about February 7, 2007, I sent a letter via electronic mail to Managed
8 Solutions Group, Inc., 2115 Linwood Ave 5th Floor, Fort Lee, New Jersey 07024, USA on
9 abuse@webhostplus.com regarding atozbrand.com, hosted on IP address 205.209.140.10 registered
10 to Managed Solutions Group, Inc. After receiving no response and confirming that the
11 objectionable material was still viewable, I sent a follow up "reminder" letter by express mail to
12 Managed Solutions Group Inc at 46750 Fremont Blvd, Fremont, CA 94538, USA on or about
13 February 21, 2007. I never received a response to any of these letters or email. On or about March
14 22, 2007, the express mail carrier DHL returned the February 21, 2007 follow up letter and
15 explained that the package could not be delivered at that location. On or about March 30, 2007, I
16 drafted a new cease and desist letter and sent it by DHL express mail to Managed Solutions Group,
17 Inc., attn: Steve Chen, 45535 Northport Loop East, Fremont, CA 94538. DHL confirmed delivery
18 of the letter on April 4, 2007. I received no response whatsoever to this letter but noticed on or
19 about April 7, 2007 that atozbrand.com was moved to a different server with IP address
20 204.16.195.49, registered to Akanoc Solutions, Inc. on which atozbrand.com remained until
21 approximately mid-June 2007.

22
23
24 14. On or about February 9, 2007, I sent a letter via electronic mail to Akanoc Solutions
25 Inc., 45535 Northport Loop East, Fremont, CA 95538, USA on abuse@akanoc.com regarding
26 bag925.com, hosted on IP address 204.16.195.46, registered to Akanoc Solutions, Inc.. After
27 receiving no response and confirming that the objectionable material was still viewable, I sent a
28

1 follow up “reminder” letter by express mail carrier DHL to Akanoc Solutions Inc. 45535 Northport
2 Loop East, Fremont, CA 95538, USA on or about February 19, 2007 (DHL confirmed delivery on
3 March 5, 2007). I never received a response to any of these letter or email, while bag925.com
4 remained on various servers registered to Akanoc Solutions, Inc. until approximately mid-June
5 2007.
6

7 15. On or about October 23, 2006, I sent a letter via electronic mail to Akanoc
8 Solutions, Inc., 45535 Northport Loop East, Fremont, CA 95538 at abuse@akanoc.com regarding
9 eshoes99.com, hosted on IP address 204.16.197.26 , registered to Akanoc Solutions, Inc. After
10 receiving no response and confirming that the objectionable material was still viewable, I sent a
11 follow up email on or about January 17, 2007 to abuse@akanoc.com and a follow up letter on
12 February 6, 2007 by express mail carrier Fedex to Akanoc Solutions, Inc., 45535 Northport Loop
13 East, Fremont, CA 95538. Fedex confirmed delivery on February 8, 2007. On or about February
14 14, 2007, I realized that eshoes99.com had been actually moved to another server with IP address
15 205.209.172.165, registered to Managed Solutions Group, Inc. and decided to send a new cease
16 and desist letter that same day via email to Managed Solutions Group, Inc., 46750 Fremont Blvd.
17 #107, Fremont, CA 94538 at abuse@managedsg-inc.com. After receiving no response and
18 confirming that the objectionable material was still viewable, I sent a follow up letter by express
19 mail carrier DHL to Managed Solutions Group, Inc. at 46750 Fremont Blvd. #107, Fremont, CA
20 94538, USA on or about February 23, 2007. Still without a response or evidence of action, I
21 contacted DHL and was informed by DHL on March 20, 2007 that the package could not be
22 delivered at that location and the follow up letter was returned to me on or about March 23, 2007. I
23 then sent a new cease and desist letter to Managed Solutions Group, Inc., Steve Chen, 45535
24 Northport Loop East, Fremont, CA 94538 via express mail carrier DHL on or about March 30,
25
26
27
28

1 2007, delivery of which DHL confirmed on April 3, 2007. I never received a response to any of
2 these letters or email.

3 16. On or about February 21, 2007, I sent a letter via electronic mail to Akanoc
4 Solutions Inc., 45535 Northport Loop East, Fremont, CA 94538, USA at info@akanoc.com
5 regarding ape168.com, hosted on 204.16.197.27 registered to Akanoc Solutions, Inc.. After
6 receiving no response and confirming that the objectionable material was still viewable, I sent a
7 follow up or “reminder” letter by express mail carrier DHL to Akanoc Solutions Inc. at 45535
8 Northport Loop East, Fremont, CA 94538, USA on or about March 19, 2007. DHL confirmed
9 delivery of the letter on March 23, 2007. I never received a response to any of these letter or email.
10

11 17. I caused further investigation to be made concerning each of the websites which was
12 the subject of the DMCA notices sent to the ISP Defendants, as well as other websites hosted by
13 Defendants in this action and evidentiary purchases were made on behalf of Louis Vuitton by an
14 investigator acting under Louis Vuitton’s direction. Each of the purchases was reviewed by me
15 and I have confirmed that each is counterfeit. Pursuant to that investigation and analysis we
16 determined that the ISP defendants operated out of the same premises and that they appeared to be
17 owned and operated by the same individual, the individual defendant Steven Chen. I caused a
18 further written demand to be transmitted to Mr. Chen’s attention on or about April 20, 2007, and
19 when that, also, did not result in a disabling of the counterfeit offers, Louis Vuitton filed the
20 present action.
21

22 18. During the course of the litigation, Louis Vuitton has identified numerous additional
23 websites which now total more than eighty (80) which were hosted by servers controlled by the ISP
24 Defendants and which have each been the subject of subsequent demands to disable the infringing
25 offers. Follow up investigation concerning those demands reveal that, notwithstanding the present
26 litigation, in many cases the infringing offers which were the subject of Louis Vuitton’s demands
27
28

1 remained accessible through the ISP Defendants' servers for several weeks after the initial demand
2 was transmitted.

3 19. Additionally, while investigating the infringing websites, I conducted Reverse IP
4 Searches to determine other websites hosted at the same IP Address of an identified infringing
5 website. Through this process, I reviewed hundreds of websites which also sold counterfeit Louis
6 Vuitton product while hosted by one or another of the Defendants.

8 20. All of the counterfeiting activities that Defendants support and allow to continue
9 damage Louis Vuitton's goodwill, undermine the value of its intellectual properties, and affect
10 sales of legitimate product. However, in this instance, and given the difficulty associated with
11 Defendants' lack of information due to "crash", erasure or otherwise, Louis Vuitton seeks to
12 recover statutory damages.

14 I declare under penalty of perjury under the laws of the United States of America that the
15 foregoing is true and correct.

16 Executed this 30 day of July, 2008, at Paris, France

17
18 
19 _____
20 NIKOLAY LIVADKIN

EXHIBIT B

DECLARATION OF ROBERT L. HOLMES

I, Robert L. Holmes, declare as follows:

1. I am a private detective and the principal of IPCybercrime.com, LLC (“IPCybercrime”). IPCybercrime is located in Plano, Texas, and specializes in intellectual property investigations on the Internet. I have over 25 years of experience investigating counterfeiters on the internet and identifying involved parties. 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. Beginning in or around 2007, I began investigating a number of websites selling allegedly counterfeit goods of Louis Vuitton which were hosted at IP addresses allocated to the Defendants in this case. I had heard of Defendants prior to receiving this assignment from Louis Vuitton as Defendants have been found by me to have hosted other infringing websites selling counterfeits of other companies’ goods. From my experience and research in investigations of online counterfeiting, I understand Defendants have a reputation for hosting websites that specialize in counterfeiting as well as spam activities.

3. On or about May 15, 2007, I began investigating the website bag4sell.com at IP Address 204.13.66.161 which was offering suspect Louis Vuitton products. On or about that date, I confirmed that bag4sell.com was being hosted by Akanoc Solutions, Inc. I confirmed that bag4sell.com was hosted by Akanoc Solutions, Inc. using at least three different methods of verification, including the “pinging” method. On or about May 15, 2007, an order was placed for a sample of Louis Vuitton product and was received by my office on or about May 30, 2007. The contact for this purchase was nina@bag4sell.com and bag4sell@gmail.com. The return address stated the product originated from Guangdong, China. The payee for this purchase was Jinxiu Fang. This purchase was later forwarded for review by Louis Vuitton.

1 4. On or about May 15, 2007, I began investigating the website innike.com at IP Address
2 205.209.165.82 which was offering suspect Louis Vuitton products. On or about that date, I
3 confirmed that innike.com was being hosted by Managed Solutions Group, Inc. I confirmed that
4 innike.com was hosted by Managed Solutions Group, Inc. using at least three different methods of
5 verification, including the “pinging” method. On or about May 15, 2007, an order was placed for a
6 sample of Louis Vuitton product and was received by my office on or about May 30, 2007. The
7 contact for this purchase was innike02@yahoo.com and innike03@hotmail.com. The return
8 address stated the product originated from Foshan, China. The payee for this purchase was Siyi
9 Wang. This purchase was later forwarded for review by Louis Vuitton.

11 5. On or about May 15, 2007, I began investigating the website soapparel.com at IP
12 Address 204.16.192.244 which was offering suspect Louis Vuitton products. On or about that
13 date, I confirmed that soapparel.com was being hosted by Akanoc Solutions, Inc. I confirmed that
14 soapparel.com was hosted by Akanoc Solutions, Inc. using at least three different methods of
15 verification, including the “pinging” method. On or about May 15, 2007, an order was placed for a
16 sample of Louis Vuitton product and was received by my office on or about May 30, 2007. The
17 contact for this purchase was “Vivian” and email address soapparel@yahoo.com.cn. The return
18 address stated the product originated from Guangdong, China. The payee for this purchase was Si
19 Yi Wang. This purchase was later forwarded for review by Louis Vuitton.

22 6. On or about May 22, 2007, I began investigating the website wendy929.net at IP
23 Address 204.13.69.140 which was offering suspect Louis Vuitton products. On or about that date,
24 I confirmed that wendy929.net was being hosted by Akanoc Solutions, Inc. I confirmed that
25 wendy929.net was hosted by Akanoc, Solutions Inc. using at least three different methods of
26 verification, including the “pinging” method. On or about May 22, 2007, an order was placed for a
27 sample of Louis Vuitton product and was received by my office on or about June 26, 2007. The
28

1 contact for this purchase was bag929@126.com. The return address stated the product originated
2 from Shanghai, China. The payee for this purchase was Weiliang Zhang. This purchase was later
3 forwarded for review by Louis Vuitton.

4
5 7. On or about May 31, 2007, I began investigating the website famous-shop.com at IP
6 Address 205.209.143.93 which was offering suspect Louis Vuitton products. On or about that
7 date, I confirmed that famous-shop.com was being hosted by Managed Solutions Group, Inc. I
8 confirmed that famous-shop.com was hosted by Managed Solutions Group, Inc. using at least three
9 different methods of verification, including the “pinging” method. On or about May 31, 2007, an
10 order was placed for a sample of Louis Vuitton product and was received by my office on or about
11 August 7, 2007. The contact for this purchase was famous-shop01@hotmail.com. The return
12 address was illegible, however, the payee for this purchase was Qiaolin Zhang. This purchase was
13 later forwarded for review by Louis Vuitton.

14
15 8. On or about June 5, 2007, I began investigating the website pickyourgoods.com at IP
16 Address 205.209.165.84 which was offering suspect Louis Vuitton products. On or about that
17 date, I confirmed that pickyourgoods.com was being hosted by Managed Solutions Group, Inc. I
18 confirmed that pickyourgoods.com was hosted by Managed Solutions Group, Inc. using at least
19 three different methods of verification, including the “pinging” method. On or about June 5, 2007,
20 an order was placed for a sample of Louis Vuitton product and was received by my office on or
21 about June 26, 2007. The contact for this purchase was “Rose” with email
22 pickyourgoods@yahoo.com.cn. The return address stated the product originated from Xingtai,
23 China. The payee for this purchase was Linxiao Wang. This purchase was later forwarded for
24 review by Louis Vuitton.

25
26 9. On or about June 28 2007, I began investigating the website watchnreplica.net at IP
27 Address 66.79.176.207 which was offering suspect Louis Vuitton products. On or about that date,
28

1 I confirmed that watchnreplica.net was being hosted by Managed Solutions Group, Inc. I
2 confirmed that watchnreplica.net was hosted by Managed Solutions Group, Inc. using at least three
3 different methods of verification, including the “pinging” method. On or about June 27 2007, an
4 order was placed for a sample of Louis Vuitton product and was received by my office on or about
5 July 24, 2007. The contact for this purchase was lvbagz@gmail.com. The return address was in
6 Chinese. However, the payee for this purchase was HK NEWENDER E-BUSINESS C TSIM
7 SHAT SUI HK. This purchase was later forwarded for review by Louis Vuitton.
8

9 10. On or about July 26, 2007, I began investigating the website replica-ebags.com at IP
10 Address 204.16.193.146 which was offering suspect Louis Vuitton products. On or about that
11 date, I confirmed that replica-ebags.com was being hosted by Akanoc Solutions, Inc. I confirmed
12 that replica-ebags.com was hosted by Akanoc Solutions, Inc. using at least three different methods
13 of verification, including the “pinging” method. On or about July 26, 2007, an order was placed
14 for a sample of Louis Vuitton product and was received by my office on or about August 14, 2007.
15 The contact for this purchase sales@replica-ebags.com. The return address stated the product
16 originated from Hunan, China. The payee for this purchase was T24CC.COM. This purchase was
17 later forwarded for review by Louis Vuitton.
18

19 20 11. On or about July 27, 2007, I began investigating the website watchesreplica.net at IP
21 Address 204.16.193.146 which was offering suspect Louis Vuitton products. On or about that
22 date, I confirmed that watchesreplica.net was being hosted by Akanoc Solutions, Inc. I confirmed
23 that watchesreplica.net was hosted by Akanoc Solutions, Inc. using at least three different methods
24 of verification, including the “pinging” method. On or about July 27, 2007, an order was placed
25 for a sample of Louis Vuitton product and was received by my office on or about August 14, 2007.
26 The contact for this purchase was sales@watchesreplica.net. The return address stated the product
27
28

originated from Hunan, China. The payee for this purchase was Tujian Zhou. This purchase was later forwarded for review by Louis Vuitton.

3 12. On or about October 15, 2007, I began investigating the website guccifendi.com at IP
4 Address 204.16.194.103 which was offering suspect Louis Vuitton products. On or about that
5 date, I confirmed that guccifendi.com was being hosted by Akanoc Solutions, Inc. I confirmed that
6 guccifendi.com was hosted by Akanoc Solutions, Inc. using at least three different methods of
7 verification, including the “pinging” method. On or about October 25, 2007, an order was placed
8 for a sample of Louis Vuitton product and was received by my office on or about November 13,
9 2007. The contact for this purchase was guccifendi68@vip.163.com. The return address stated the
10 product originated from Beijing, China. The payee for this purchase was Yangla Li. This purchase
11 was later forwarded for review by Louis Vuitton.
12

13 13. On or about October 15, 2007, I began investigating the website luxury2us.com at IP
14 Address 204.16.193.105 which was offering suspect Louis Vuitton products. On or about that
15 date, I confirmed that luxury2us.com was being hosted by Akanoc Solutions, Inc. I confirmed that
16 luxury2us.com was hosted by Akanoc Solutions, Inc. using at least three different methods of
17 verification, including the “pinging” method. On or about October 25, 2007, an order was placed
18 for a sample of Louis Vuitton product and was received by my office on or about November 6,
19 2007. The contact for this purchase was luxury2us@yahoo.com.cn. The return address was in
20 Chinese. The payee for this purchase was Li Liu. This purchase was later forwarded for review by
21 Louis Vuitton.
22

23 14. On or about October 15, 2007, I began investigating the website rrgnl.com at IP
24 Address 205.209.180.88 which was offering suspect Louis Vuitton products. On or about that
25 date, I confirmed that rrgnl.com was being hosted by Managed Solutions Group, Inc. I confirmed
26 that rrgnl.com was hosted by Managed Solutions Group, Inc. using at least three different methods
27
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1 of verification, including the “pinging” method. On or about October 25, 2007, an order was
2 placed for a sample of Louis Vuitton product and was received by my office on or about November
3 6, 2007. The contact for this purchase nike-rrgnl@hotmail.com. The return address stated the
4 product originated from Shanghai, China. The payee for this purchase was Feiyong Gao. This
5 purchase was later forwarded for review by Louis Vuitton.
6

7 15. On or about October 15, 2007, I began investigating the website sunny7shoes.com at IP
8 Address 205.209.136.108 which was offering suspect Louis Vuitton products. On or about that
9 date, I confirmed that sunny7shoes.com was being hosted by Managed Solutions Group, Inc. I
10 confirmed that sunny7shoes.com was hosted by Managed Solutions Group, Inc. using at least three
11 different methods of verification, including the “pinging” method. On or about October 25, 2007,
12 an order was placed for a sample of Louis Vuitton product and was received by my office on or
13 about November 6, 2007. The contact for this purchase was sunny7shoes@gmail.com. The return
14 address stated the product originated from Guangdong, China. The payee for this purchase was
15 Bin Sun. This purchase was later forwarded for review by Louis Vuitton.
16

17 16. In connection with the above investigations, I also conducted Reverse IP Searches to
18 determine other websites hosted at the same respective IP Address. Through this process, I
19 reviewed hundreds of websites which also sold suspect Louis Vuitton products while hosted by one
20 of the Defendants.
21

22 I declare under penalty of perjury under the laws of the United States that the foregoing is
23 true and correct.

24 Executed this 31st day of July, 2008, at Plano, Texas.

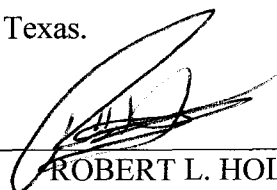
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27 _____
28 ROBERT L. HOLMES

EXHIBIT C

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

LOUIS VUITTON MALLETTIER, S.A.,)
)
 PLAINTIFF)
 VS) C.A. NO. C 07 3952 JW
)
 AKANOC SOLUTIONS, INC., MANAGED)
 SOLUTIONS GROUP, INC., STEVEN)
 CHEN AND DOES 1 THROUGH 10,)
 INCLUSIVE,)
 DEFENDANTS)
 _____)

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ORAL DEPOSITION OF ROBERT L. HOLMES,
produced as a witness at the instance of the Defendants,
and duly sworn, was taken in the above-styled
and -numbered cause on the 1st day of April, 2008, from
9:31 AM to 6:22 PM, before Ronald R. Cope, a CSR in and
for the State of Texas, Registered Professional Reporter
and Certified Realtime Reporter, reported by machine
shorthand at the offices of U.S. Legal
Support/MillerParker, Inc., 5910 North Central
Expressway, 100 Premier Place, Dallas, Texas, 75206,
pursuant to the Federal Rules of Civil Procedure and the
provisions stated on the record or attached hereto.

ROBERT L. HOLMES

1 they -- I don't know of their advertising practices, so
2 I don't -- yeah. I can't testify to how they advertise
3 or if they induce --

4 Q. You have no knowledge or no evidence that the
5 three Defendants in this case have induced or caused the
6 infringing conduct on the part of website operators?

7 A. Well, I know they have thousands of customers
8 that sell the product.

9 MR. COOMBS: Move to strike to interpose
10 the same objections.

11 Q. (BY MR. LOWE) I don't believe you answered my
12 question. Do you have any knowledge or any evidence
13 that the three Defendants -- any of the three Defendants
14 in this case induced or caused the infringing conduct on
15 the part of website operators?

16 A. No personal knowledge.

17 Q. Do you have any evidence or knowledge that any
18 of the three Defendants in this lawsuit have materially
19 contributed to the infringing conduct of website
20 operators?

21 MR. COOMBS: Same objections.

22 A. Yes.

23 Q. (BY MR. LOWE) What?

24 A. They facilitate the sale of that product by
25 hosting the space that those items are stored upon, and

1 they also advertise to Chinese businesses to sell to the
2 United States.

3 Q. So what you're saying is that they have
4 equipment upon which the websites are hosted?

5 A. What I'm saying is their website advertises for
6 Chinese businesses to do business with the United
7 States, and all the customers that I found that are
8 customers of these entities are selling -- are offering
9 goods that are purported to be counterfeit.

10 Q. All of the customers?

11 A. All the ones that I've seen.

12 Q. How many have you seen?

13 A. Many dozens.

14 Q. Do you have any idea how many websites are
15 hosted by the hosting services of the three Defendants?

16 A. Many hundreds. The reason --

17 Q. What is the basis --

18 Go ahead.

19 A. Oh, I'm sorry. The reason I say that is --
20 okay. With an IP address, say, for example, the one
21 that I believe ends with .66.161, with that IP address,
22 when you run a reverse IP search on that specific IP
23 address, there were maybe 20 or 30 domain names stored
24 on that IP address or that resolved to that IP address.
25 With each domain that resolves to that IP address is