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IN THE UNITED STATES DISTRICT COURT

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FOR THE DISTRICT OF ARIZONA

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9 Pacific Indemnity Co.,

No. CV-08-0466-PHX-FJM

10 Plaintiff,

ORDER

11 vs.

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13 Pickens Kane Moving & Storage Co.;

Atlas Van Lines, Inc.,

14 Defendants.

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16 Pickens Kane Moving & Storage Co.

17 Cross-Claimant

18

19 vs.

20 Atlas Van Lines, Inc.

21 Cross-Defendant

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23 Atlas Van Lines, Inc.

24 Cross-Claimant

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26 vs.

27 Pickens Kane Moving & Storage Co.

28 Cross-Defendant.

1 The court has before it Pickens Kane’s motion for reconsideration¹ (doc. 142), Pacific
2 Indemnity’s motion for reconsideration and joinder in Pickens Kane’s motion (doc. 144),
3 Atlas Van Line’s (“Atlas”) response (doc. 148), and Pickens Kane’s response (doc. 150), as
4 directed by our order entered September 28, 2009 (doc. 145). Atlas filed a second,
5 unauthorized response to the motions for reconsideration (doc. 149), which we decline to
6 consider. See LRCiv 7.2(g)(2).

7 In their motion for reconsideration, Pickens Kane and Pacific Indemnity ask us to
8 reconsider the conclusion in our order dated September 9, 2009 (“Order”) (doc. 139) that
9 Atlas’ liability under the Carmack Amendment for loss to the Manasters’ property is limited
10 to \$5.00 per pound. Because the motions do not demonstrate a manifest error or introduce
11 new facts or legal authority that could not have been brought to our attention earlier, the
12 motions to reconsider this conclusion are denied. See LRCiv 7.2(g)(1).

13 Pacific Indemnity further requests that we clarify our Order to provide that Atlas is
14 directly liable to both Pickens Kane and Pacific Indemnity. Atlas does not object to this
15 request. Atlas Response at 1. Therefore, we clarify our Order to provide that Atlas is liable
16 to both Pacific Indemnity and Pickens Kane in the total amount of \$5.00 per pound, or
17 \$52,500.00.² This liability is in addition to any liability that Atlas may have to Pickens Kane
18 for its reasonable expenses under 49 U.S.C. § 14706(b). We will consider Pickens Kane’s
19 request for § 14706(b) expenses pursuant to a properly filed motion under LRCiv 54.2.

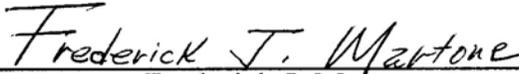
24 ¹Pickens Kane also moves for a new trial pursuant to Rule 59(a), Fed. R. Civ. P.
25 Because there has been no trial, Pickens Kane’s motion is improper and is denied.

26 ²The parties have stipulated in their joint pretrial statement filed on September 29,
27 2009, that the weight of the shipment was 10,500 pounds. Thus, based on our conclusion
28 that Atlas’ liability is limited to \$5.00 per pound, Atlas’ maximum liability is \$52,500.00
(10,500 pounds x \$5.00).

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IT IS ORDERED DENYING Pickens Kane motion for reconsideration (doc. 142)
and **GRANTING IN PART AND DENYING IN PART** Pacific Indemnity's motion for
reconsideration (doc. 144).

DATED this 5th day of October, 2009.



Frederick J. Martone
United States District Judge