

1 HONORABLE JAMES L. ROBART  
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7 UNITED STATES DISTRICT COURT  
8 WESTERN DISTRICT OF WASHINGTON  
9 AT SEATTLE

10 CENTRAL FREIGHT LINES, INC., a Texas )  
11 Corporation )  
12 Plaintiff, ) NO. 2:17-CV-00814-JLR  
13 v. )  
14 ) TRIAL DATE: OCTOBER 21, 2019  
15 AMAZON FULFILLMENT SERVICES, )  
16 a Delaware corporation, and DOES 1 through )  
25, inclusive, )  
Defendants. )  
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JOINT PRETRIAL ORDER  
NO. 2:18-cv-00814-JLR

ROETZEL & ANDRESS LPA  
30 N. LASALLE STREET SUITE 2800  
CHICAGO, IL 60602  
312.580.1200

## I. JURISDICTION

This Court has jurisdiction in this matter under 28 U.S.C. § 1332(a) because the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs, and is between citizens of different states.

## **II. CLAIMS AND DEFENSES REMAINING FOR TRIAL AFTER THE COURT'S SUMMARY JUDGMENT RULING**

On July 31, 2019, this Court entered its Order on the Motions for Summary judgment (“Order”), which narrowed the claims and issues that remain for trial. At the September 10, 2019 hearing on Plaintiff’s *Daubert* motions, the Court advised the parties to sharpen and focus the issues for trial. The Court’s September 17, 2019 Order on Plaintiff’s Motions to Exclude (“*Daubert* Ruling”) further narrowed the remaining issues for trial. The claims and defenses remain for trial as a result of these rulings are set forth below.

## A. PLAINTIFFS' CLAIMS AND DEFENSES

## 1. Counts I and II – Declaratory Judgment and Breach of Contract

### *Set Off*

The Court “GRANT[ED] CFL summary judgment on its declaratory judgment claims that AFS’s \$2,856,602.00 setoff was improper.” (Order, 51:12-15.). This issue therefore no longer remains for trial.<sup>1</sup>

## 8+ Pallet Issue

The Court held that: (1) CFL and AFS reached an oral agreement beginning on January 16, 2014 pursuant to which CFL would charge its spot quote rate for shipments that were 9 or more pallet spaces in size (*Id.*, 27-28); (2) this oral agreement did not require CFL to obtain AFS' preapproval of its spot quote rate for shipments that were 9 or more pallet spaces in size. (*Id.*, 29-30); (3) "even if the parties orally agreed to the preapproval requirement, AFS waived this

<sup>1</sup> Central Freight has filed a motion for entry of judgment. (Dkt. # 241.)

1 requirement" (*Id.*, p. 30); (4) the oral agreement "was for CFL to charge its spot-quoted volume  
2 rate, not a 'reasonable' rate" (*Daubert Ruling*, p. 25 n. 8); (5) CFL "should not have spot quoted  
3 shipments that occupied exactly eight pallet spaces" (*Id.*, 32:20-22); (6) the Court was unable to  
4 "determine whether CFL properly charged for the shipments that occupied between one and seven  
5 pallet spaces" (*Id.*, 32:20-22).<sup>2</sup>

6 Based on the aforementioned rulings by the Court, the only issues that CFL must establish  
7 at trial for Counts I and II on the 8+ Pallet issue are:

- 8 • that it billed its volume rate using its spot quote software;
- 9 • the amount AFS owes to CFL on the shipments that were 9 or more pallet spaces to which  
10 the oral agreement applied;
- 11 • the amount AFS owes to CFL on the shipments that were 8 or fewer pallet spaces because  
12 of AFS' miscalculation of what was owed under the Transportation Agreement.

13 **MBOL Issue**

14 The Court ruled that CFL was not obligated under the Transportation Agreement ("TA")  
15 to consolidate multiple BOLs into a single MBOL. (*See Oder*, p. 38, "the Court concludes that the  
16 Agreement allowed CFL to use multiple BOLs"). The Court noted that mutual assent as to whether  
17 CFL would use one MBOL instead of multiple BOLs "may exist." (*Id.*) The sole issue for trial  
18 thus is "whether, and at what date after the Directive, CFL was required to use one MBOL for  
19 same day/same origin/same destination shipments." (*Id.* at 39:17-19.)

20 The \$431,028 that AFS set off on the MBOL was based on its audit of the months of  
21 February, March and April 2016. The sole issue at trial, therefore, is whether there was an  
22

23 <sup>2</sup> In the Order, the Court found there are "genuine issues of material fact whether such an agreement [as the January  
24 16, 2014 oral agreement] existed prior to that date, and whether any agreement that existed prior to January 16, 2014,  
25 contained a preapproval requirement." (Order, 33:16-19.) However, it is undisputed that all of the 8+ Pallet Shipments  
26 for which AFS claims CFL overbilled it took place after the January 16, 2014 agreement. (*See Pl. Trial Ex. 167, AFS'*  
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1 agreement to combine BOLs, and, if so when it was reached. For example, if CFL establishes there  
2 was no agreement as of the end of April 2016, CFL is entitled to payment of the \$431,028 that  
3 AFS set off.

4 Further trial issues are: (1) “whether the \$112,203.52 payment [by CFL on the MBOL  
5 Issue] was a reimbursement pursuant to the Agreement, or whether it was payment in furtherance  
6 of a settlement.” (Order, 55:16-19); (2) if it was payment in furtherance of a settlement, whether  
7 CFL is entitled to repayment of this money because AFS continued to pursue additional money  
8 from CFL after it was paid.

9 **Tender ID Issue**

10 The issues at trial on the Tender ID Issue are: (i) whether and when there was an agreement  
11 that CFL was required to include a valid Tender ID; and (ii) whether AFS could refuse payment  
12 for a shipment that was made because of no Tender ID. (*Id.*, 40-41.)

13 **Damages for “bad faith”**

14 In addition to its actual damages, CFL may – if the jury finds that AFS acted with “bad  
15 faith” – be entitled to the attorneys’ fees it expended in this litigation. (Order, 56:8-17.) As stated  
16 in the Order, an award of attorney fees is proper under the bad faith exception when the fees were  
17 incurred as a result of: (1) an “intentional and calculated action” that (2) left “the plaintiff with  
18 only one course of action: that is, litigation.” (*Id.*, 56:8-12 (quotation omitted).)

19 **2. Central Freight’s Claims Dismissed by the Court at Summary Judgment**

20 The following claims were dismissed by the Court and are no longer part of the trial: Count  
21 III – Fraud, Count IV – Fraudulent Inducement, Count V – Conversion, Count VI – Promissory  
22 Estoppel (dismissed as moot because of other rulings), and Count VIII – Violation of Consumer  
23 Protection Acts.

24 **3. Central Freight’s Defenses at Trial to AFS’s Counterclaims.**

25 1. AFS’ counterclaims are barred by the doctrines of laches, estoppel, release, waiver,  
26 ratification, acquiescence, bad faith and/or unclean hands, and other equitable defenses.

1           2. AFS' counterclaims are barred in whole or in part because AFS has suffered no  
2 damage caused by the actions alleged in the Counterclaims.

3           3. AFS' counterclaims are barred by Defendants' own material breach of the Contract.

4           4. Any allegation that Central Freight breached the Contract is legally excused and  
5 justified by AFS' material breach of the Contract.

6           5. Any claims by AFS against Central Freight's outstanding invoices are time-barred.

7           **AFS'S COUNTERCLAIMS AND DEFENSES**

8           AFS does not accept or ratify CFL's characterization of the Court's Orders and documents  
9 which speak for themselves. Because AFS's defenses and counterclaims are intertwined, AFS  
10 addresses them together. AFS will pursue the following defenses and counterclaims at trial:

11           (1) CFL breached the terms of the transportation agreement by failing to charge the  
12 contractual rates for shipments occupying 1-8 pallet positions;

13           (2) CFL breached the terms of the oral modification of the transportation agreement by  
14 (a) failing to use its spot quote rating software to determine rates for shipments occupying more  
15 than 9 pallet positions, and/or (b) inflated the rates it charged AFS for shipments occupying 9 or  
16 more pallet positions;

17           (3) The parties modified the transportation agreement to require CFL to consolidate  
18 shipments and CFL breached that agreement by failing to consolidate shipments onto a single bill  
19 of lading for shipments moving in February, March, April, June of 2016;

20           **Central Freight's Response to (3):** The only months at issue for trial on the MBOL Issue  
21 are February, March and April of 2016. In its Counterclaim, AFS asserts that "Central Freight  
22 charged AFS multiple times for the same single shipments .... Central Freight's billing procedures  
23 resulted in AFS overpaying Central Freight by \$431,028, of which only a fraction was  
24 reimbursed." (Dkt. # 48, Counterclaim ¶ 30.) By email dated June 23, 2016, Christian Piller  
25 confirmed to CFL that the audit was "only ... February 2016 through April 2016 . . ."  
26 (CFL\_003684, Trial Ex. 42.) Both of the "Multiple ARN Audit" spreadsheets AFS produced in

1 discovery, AFS\_CFL\_00000839 and AFS\_CFL\_00001599, end in April of 2016. (See Dkt. # 105,  
2 p. 6, confirming production of the setoff audits.) In addition, AFS is time-barred by both the  
3 limitations period set forth in the TA and federal law, 49 U.S.C. § 14705, from asserting a claim  
4 more than 18 months after the claim arose. AFS' claim on shipments from June 2016 is time-  
5 barred. AFS should not be permitted to expand its prayer for affirmative relief on the eve of trial.

6 **AFS's Reply:** AFS's counterclaims have always been that CFL "materially breached the  
7 Contract ... by charging AFS multiple times for single shipments." Dkt. No. 48, ¶¶ 21-25, 42. This  
8 is an affirmative claim and is not limited to amounts AFS calculated in its audit as overcharges by  
9 CFL. CFL claims that AFS did not disclose this amount during discovery; however, CFL limited  
10 its discovery to AFS's audit. *See* Dkt. No. 99-1, at 9, 17 (requesting the invoice numbers for "all  
11 freight services that you claim were overbilled *pursuant to the Audit.*"); *see also* Dkt. No. 139, ¶  
12 49 (placing CFL's May/June 2016 audit in dispute for this litigation)<sup>3</sup>; Dkt. No. 144, ¶ 49  
13 (admitting that CFL agreed to "self-audit its multiple BOL shipments occurring in May and June  
14 2016, and agreed to repay these amounts, which amounted to \$112,203.52 and \$145,698.94");  
15 Dkt. No. 156, at 23 ("CFL agreed to repay the overcharges from May and June 2016."). Similarly,  
16 in its Motion to Compel, CFL only moved to compel the invoices for the "audit *it [AFS]* conducted  
17 of CFL's performance in 2016." *See* Dkt No. 98 at 2 (seeking the "full, accurate and complete  
18 copy of the *July 2016 Audit.*"), and AFS responded appropriately. The audit in dispute was  
19 conducted by *CFL* in August 2016. *See* Dkt. No. 158-2, at 11. AFS produced this audit as  
20 AFS\_CFL\_00001527. Moreover, AFS included these amounts in its Amended Initial Disclosures,  
21 served on CFL on May 9, 2019. Finally, the statute of limitations does not apply to AFS's  
22 counterclaims. *Olsen v. Pesarik*, 118 Wn. App. 688, 692, 77 P.3d 385 (2003); *Seattle First Nat.*

23  
24  
25 <sup>3</sup> CFL's First Amended Complaint, Dkt. No. 139, does not explicitly claim that it is entitled to recover the \$112,203.52  
26 it paid for unconsolidated May 2016 shipments. Nevertheless, CFL requests that amount be included as part of its  
damages.

1      *Bank, N.A. v. Siebol*, 64 Wn. App. 401, 407, 824 P.2d 1252 (1992). CFL’s objections are  
2      unwarranted.

3                (4)     AFS is entitled to retain the \$112,203.52 CFL issued AFS for unconsolidated  
4      shipments that moved in May of 2016;

5                (5)     CFL breached the terms of the transportation agreement by failing to provide the  
6      required Tender ID on its invoices;

7                (6)     CFL is not entitled to damages for shipments for which it failed to identify the  
8      Tender ID on certain unpaid invoices; certain invoices which were untimely submitted; and for  
9      invoices not authorized by AFS;

10               **Central Freight’s Response to (6):** AFS’s belated attempt to state a claim on the eve of  
11      trial based upon the “setoff invoices” (as distinct from the “audit invoices”) is improper because  
12      AFS previously stated in discovery that information concerning the “invoices Central Freight  
13      submitted after the Audit” (i.e., the “setoff invoices”) “is irrelevant to any claim or defense in this  
14      litigation.” (AFS’ Answers to Plaintiff’s First Set of Interrogatories, No. 2.) Moreover, AFS stated  
15      it did not have a claim against the “setoff invoices” when it stated that it “set off this amount  
16      [\$2,856,602] from amounts *otherwise due*.” (AFS’ Answers to Plaintiff’s First Set of  
17      Interrogatories, No. 6 (emphasis added).) AFS’ answers to discovery foreclosed its attempt to  
18      assert claims against the “setoff invoices” (invoices Central Freight submitted for work performed  
19      after the 2016 audit that AFS refused to pay). It cannot do so now. In addition, AFS is time-barred  
20      by both the limitations period set forth in the TA and federal law, 49 U.S.C. § 14705, from asserting  
21      these claims more than 18 months after they arose.

22               **AFS’s Reply:** This allegation is an improper attempt to supplement CFL’s motion in limine  
23      addressing this issue by asserting alternative grounds for relief. *See* Dkt. No. 216, at 8-9. It also  
24      seeks to circumvent this Court’s ruling that these issues are “relevant to AFS’s breach of contract  
25      counterclaim.” Dkt. No. 238, at 16. CFL was well aware that AFS asserts these claims after CFL  
26      sought damages in excess of the set off amount. These claims were clearly raised during discovery

1 and were explicitly identified in the expert report of William Partin. *See* Dkt. No.158-2, at 69  
2 (dated May 2, 2019); *see also* Dkt. No. 156, at 43 (dated May 6, 2019). Because CFL was well  
3 aware of these damages prior to the discovery cutoff, it cannot now raise an issue that this is an  
4 undisclosed claim. Finally, statute of limitations defenses do not apply to AFS's counterclaims.  
5 *Olsen v. Pesarik*, 118 Wn. App. 688, 692, 77 P.3d 385 (2003); *Seattle First Nat. Bank, N.A. v.*  
6 *Siebol*, 64 Wn. App. 401, 407, 824 P.2d 1252 (1992).

7 (7) AFS did not act in bad faith because CFL misrepresented the agreements it had  
8 with prior AFS carrier managers, and AFS understood CFL's ability to spot quote as following  
9 industry procedures regarding spot quoting shipments.

### 10 III. STIPULATED FACTS

11 The parties are prepared to stipulate to the following facts, which are relevant and about  
12 which they believe there is no dispute:

13 1. Central Freight is a less-than-truckload ("LTL") freight carrier based in the  
14 southwestern United States. Central Freight also performs Truckload ("TL") services and operates  
15 throughout the Southern United States.

16 2. LTL is a shipping option for freight shipments larger than parcel (small package)  
17 but less than a full truckload ("TL").

18 3. Central Freight and AFS entered into a Transportation Agreement ("TA") with an  
19 effective date of July 7, 2011.

20 4. The TA was renewed on an annual basis and was in full force and effect until it was  
21 terminated in early 2017.

22 5. Central Freight made hundreds of thousands of LTL freight shipments for AFS over  
23 the years the TA was in effect.

24 6. In 2011, Central Freight objected to transporting large volume shipments which  
25 had been tendered to Central Freight.

1       7.    Central Freight informed AFS that it did not want to pick up and transport large  
2 volume shipments.

3       8.    The Court has ruled that, on January 16, 2014, Christian Piller, of AFS, and Central  
4 Freight orally modified the TA to allow Central Freight to use its spot quote rating software system  
5 to set pricing for shipments that occupied nine or more pallet spaces.

6       9.    The Court has ruled that the oral modification of the TA for shipments that were  
7 nine or more pallets in size did not require Central Freight to get preapproval from AFS of the  
8 pricing for those shipments.

9       10.   In 2014, AFS implemented a computerized invoice auditing program, the  
10 Transportation Invoice Processing System, or “TIPS”, to support the goal of ensuring that AFS  
11 paid its carriers the right amount and on time.

12       11.   If there was a variance between TIPS’s estimated manifest amount and the LTL  
13 carrier’s invoice, the system would flag the invoice as “off manifest.” TIPS also compared other  
14 metrics to determine if an invoice would be flagged as “off manifest.”

15       12.   AFS paid thousands of invoices for shipments Central Freight transported for  
16 Amazon, including those that Central Freight contends were rated using Central Freight’s spot  
17 quote program.

18       13.   In June of 2016, AFS denied that it had ever entered into an agreement with Central  
19 Freight regarding large volume shipments.

20       14.   A bill of lading (“BOL”) is a contract between a shipper and carrier for a shipment  
21 by warranting payment to a carrier for that shipment. It identifies the freight, the person who  
22 receives it, the place of delivery and the terms of the agreement.

23       15.   On February 13, 2016, Brett Beavers of AFS sent an email to AFS’s LTL carriers  
24 directing the carriers to combine multiple BOL into a Master BOL (“MBOL”) for shipments going  
25 from the same origin to the same destination on the same day onto a single MBOL. The email  
26 instructed carriers to invoice AFS based upon the MBOL.

1       16. Combining multiple shipments, each identified by a single BOL, into a MBOL can  
2 modify the pricing of the shipments.

3       17. AFS sent the February 13, 2016 email to a single billing clerk at Central Freight.

4       18. On February 24, 2016, Barry Rankin, then the Director of Credit and Collections at  
5 Central Freight, forwarded the February 13, 2016 directive to Central Freight's EDI team.

6       19. On March 2, 2016, Tom Botsios was forwarded the February 13, 2016 email.

7       20. On April 4, 2016, AFS sent another email to its LTL carriers notifying them that if  
8 they did not include the proper Tender ID on an invoice, AFS might refuse to pay the invoice.

9       21. A Tender ID is a unique reference number used by AFS to provide authorization  
10 for a carrier to transport a shipment.

11       22. A Tender ID may include multiple Amazon Reference Numbers ("ARN").

12       23. In 2016, AFS initiated an audit of its LTL freight carriers to determine whether the  
13 carriers were complying with MBOL processes.

14       24. AFS's MBOL audit claimed that Central Freight overcharged AFS by \$431,028 for  
15 the months of February, March and April 2016.

16       25. AFS also audited Central Freight to determine its compliance with Tender ID  
17 procedures.

18       26. In June of 2016, an Amazon employee noticed that Central Freight was not  
19 applying the contractual discounts to some shipments.

20       27. AFS then audited Central Freight to determine whether it was applying the discount  
21 percentages set forth in its contract with AFS to applicable shipments, i.e., the 0% discount audit.

22       28. The 0% Discount audit reviewed shipments sent April 2015 through May 2016.

23       29. On August 10, 2016, AFS sent CFL a demand letter ("Demand Letter") claiming  
24 that Central Freight had overcharged AFS: (1) \$2,389,538.00 for failing to apply the contractual  
25 discount to certain shipments; \$431,028.00 for failing to consolidate multiple BOLs in February,  
26 March and April 2016; and (3) \$36,036.00 for supplying AFS with incorrect Tender IDs. Based on

1 those asserted errors, AFS demanded that CFL reimburse AFS \$2,856,602.00 no later than  
2 September 15, 2016.

3 30. Central Freight refused to pay AFS the amounts set forth in the Demand Letter.

4 31. AFS decided to withhold money it owed Central Freight for freight services  
5 rendered in order to “set off” the \$2,856,602 million it had demanded from Central Freight but that  
6 Central Freight refused to pay.

7 32. AFS continued to tender shipments to Central Freight and Central Freight  
8 continued to pick up and transport shipments for AFS, until the end of February/beginning of  
9 March 2017.

10 33. On February 14, 2017, AFS informed Central Freight that it would not be awarding  
11 Central Freight any LTL business in 2017.

12 34. AFS did not inform Central Freight in advance of its intent to effectuate a set off.

13 35. AFS began withholding payments to Central Freight on March 13, 2017.

14 36. AFS calculated the amount to set off for the 0% discount and Tender ID audits from  
15 a spreadsheet bates numbered AFS\_CFL\_00000351.

16 37. Later, AFS admitted that the spreadsheet AFS\_CFL\_00000351 was missorted.

17 38. To correct the error, AFS produced another spreadsheet, AFS\_CFL00001597,  
18 which contains all the same shipments on its original 0% Discount Audit (AFS\_CFL\_00000351).  
19 AFS\_CFL\_00001597 did not include the Tender ID audit, which was included in  
20 AFS\_CFL\_00000351.

21 39. However, AFS\_CFL\_00001597 calculated the overcharge to be \$2,415,787.27,  
22 more than the amount shown in AFS\_CFL\_00000351 and the amount AFS set off from Central  
23 Freight.

24 40. The 0% Discount audit contained 6,298 shipments, including shipments that were  
25 1 to 8 pallets in size, shipments that were nine pallets or more in size, as well as shipments  
26 comprised of non-palletized freight.

1       41.    AFS initially withheld as set off an amount that was \$530,152.21 more than was  
2 set forth in the AFS\_CFL\_00000351 audit spreadsheet.

3       42.    AFS paid the \$530,161.23 a few weeks after Central Freight filed this lawsuit.

4       43.    CFL claims AFS is currently withholding \$2,856,602 from Central Freight based  
5 upon the setoff.

6       44.    Of the 6,298 shipments in the 0% Discount audit, 4,151 of the shipments occupied  
7 8 or fewer pallet spaces.

8       45.    Shipments that occupied fewer than 9 pallet spaces should have been rated under  
9 the TA.

10       46.    The proper way to rate a shipment under the TA is to (i) determine the CzarLite  
11 Base Rate, (ii) apply the contractual discount to the CzarLite Base Rate and then (iii) apply AFS's  
12 fuel surcharge.

#### 13                   IV.    ISSUES OF LAW

14       1.    Whether Central Freight agreed to consolidate shipments onto MBOL, such that  
15 Central Freight and AFS formed a contract on the MBOL Issue, after April 30, 2016.

16       2.    Whether AFS breached the Transportation Agreement by withholding as set off  
17 \$431,028 on the MBOL Issue.

18       3.    Whether Central Freight breached the Transportation Agreement by failing to  
19 consolidate shipments and consequently overcharging AFS by \$431,028 for shipments in  
20 February, March and April of 2016, and \$145,698.94 for June 2016.

22       **Central Freight Response to (3):** Shipments from June of 2016 are time-barred, barred  
23 by AFS's responses in discovery and AFS omitted any claims against these shipments from its  
24 Counterclaim. See page 4, *supra*.

1           4.     Whether AFS breached the Transportation Agreement by withholding as set off  
2     \$36,036 on the Tender ID issue.

3           5.     Whether Central Freight breached the Transportation Agreement by failing to  
4     provide proper Tender IDs on its invoices to AFS.

5           **Central Freight Response to (5):** AFS' claims against the "setoff invoices," those  
6     invoices that remain unpaid and are distinct from the invoices AFS audited (i.e., the "audit  
7     invoices") are time-barred and barred by AFS's responses in discovery. See page 5, *supra*.

9           6.     Whether AFS breached the Transportation Agreement by setting off an amount of  
10    funds from Central Freight for shipments that occupied 8 or fewer pallet spaces in excess of the  
11    rates determined by the Transportation Agreement.

12           7.     Whether Central Freight breached the Transportation Agreement by failing to apply  
13    the contractual discount or minimum charge rates to shipments occupying fewer than 8 pallet  
14    spaces.

16           8.     Whether AFS breached the oral agreement found by the Court by setting off funds  
17    for shipments that were rated pursuant to the oral agreement (i.e., those occupying 9 or more pallet  
18    spaces).

19           9.     Whether Central Freight breached the oral agreement found by the Court by failing  
20    to use its spot quote system to rate shipments that occupied 9 or more pallet spaces as agreed.

22           10.    Whether AFS engaged in bad faith by (i) denying the existence of the oral  
23    agreement, conducting an audit of shipments subject to the oral agreement and setting off money  
24    from Central Freight based shipments subject to the oral agreement (ii) disregarding its own  
25    internal and external policies, including terms in the Transportation Agreement, regarding bills of  
26

1 lading, auditing Central Freight for its failure to consolidate certain shipments and setting off  
2 money from Central Freight for that alleged failure; and/or (iii) setting off money from Central  
3 Freight instead of engaging in a proper dispute resolution process.

4 11. Whether AFS should repay Central Freight the \$112,203.52 it paid AFS because  
5 the payment was contingent on resolving all payment issues between Central Freight and AFS.  
6

## 7 V. WITNESSES

### 8 A. EXPERT WITNESSES

9 1. Each party shall be entitled to two expert witnesses. The witnesses may be called  
10 to testify on the following topics: (i) industry custom and practice regarding multiple bills of  
11 lading; (ii) CFL's spot quote program and how the program calculates rates.

12 2. The name(s) and addresses of the expert witness(es) to be used by each party at the  
13 trial and the issue upon which each will testify is:

14 (a) On behalf of plaintiff; **Michael Regan** (Possible Witness Only), TranzAct  
15 Technologies, Inc., 360 W. Butterfield Road, Suite 400, Elmhurst, IL 60126. Mr. Regan will testify  
16 consistent with his expert report and his rebuttal report and his deposition given in this matter.

17 (b) On behalf of defendant:

18 (i) **Nicole Bolton** (Will Testify), 18 Remount Rd., North Little Rock, AR  
19 72118. Ms. Bolton will testify "whether CFL failed to use its spot-quote program, or artificially  
20 inflated its volume rates" (Dkt. No. 238, at 27); CFL's spot quote system, as detailed in her  
21 supplemental report (*see* Dkt. No. 238, at 5 n. 4); and industry custom and practice regarding  
22 multiple bills of lading (Dkt. No. 238, at 30), as set forth in her expert reports. Ms. Bolton will not  
23 testify about the reasonableness of Central Freight's spot quote rates themselves or as compared  
24 with the LTL industry at large. (Dkt. No. 238.)

25 (ii) **William Partin** (Possible Witness Only), 400 108th Ave N.E. Suite  
26 615, Bellevue WA 98004. Mr. Partin may testify regarding CFL's claimed damages stemming

1 from the 0% Discount audit and the amount CFL overcharged for certain shipments that had 0%  
2 discount applied. Mr. Partin will not testify about the timeliness of Central Freight's invoices or  
3 the validity or invalidity of Tender IDs Central Freight included on its invoices. (Dkt. # 238, pp.  
4 18-20.)

5 **B. WITNESSES**

6 **1. Central Freight's Witnesses**

7 Pursuant to LCR 16(h), Central Freight identifies the names and addresses of all witnesses  
8 who might be called by it and the general nature of the expected testimony of each. Central Freight  
9 also reserve the right to call any witnesses identified by AFS, as part of Central Freight's case in  
10 chief or in rebuttal.

11 All current employees and retained experts of Central Freight may be contacted via  
12 Plaintiff's counsel.

13 1. **Tom Botsios (Central Freight Lines)**, Central Freight Lines, Inc., 5601 West Waco Dr.,  
14 Waco, TX 76710 - **Will Testify**

15 Mr. Botsios will testify regarding:

16 The nature of Central Freight's business as an LTL carrier; his experience in  
17 trucking industry and at Central Freight; Central Freight's business practices; the  
18 trucking industry; CzarLite; bills of lading; the TA, including but not limited to its  
19 negotiation, terms, pricing or rating arrangements, rights and responsibilities  
20 thereunder and amendments; the business between AFS and Central Freight; the  
21 agreement between AFS and Central Freight permitting Central Freight to use its  
22 spot quote system to rate volume shipments; Central Freight's use of its spot quote  
23 system to rate volume shipments for AFS; misrepresentations made by AFS; the  
24 "audits" AFS provided Central Freight; Central Freight's attempts to resolve  
25 disputes with AFS; AFS's set off of funds to compensate for Central Freight's  
26 alleged overcharges; Central Freight's attempts to assess and analyze AFS's

1       “audits”; amounts owed by AFS to Central Freight; damages incurred by Central  
2       Freight caused by AFS; AFS’s bad faith. It is further anticipated that Mr. Botsios  
3       will testify consistent with his deposition testimony given in this matter.

4       2. **Don Orr (Central Freight Lines)**, May be Contacted Through Counsel for Central Freight  
5       Lines - **Possible Witness Only**

6       Mr. Orr will testify regarding:

7       The history of Central Freight and its business; his experience in the trucking  
8       industry and his tenure with Central Freight; the MBOL dispute; attempts to resolve  
9       the disputes between AFS and Central Freight; damages incurred by Central Freight  
10      caused by AFS; AFS’s bad faith. It is further anticipated that Mr. Orr will testify  
11      consistent with his deposition testimony given in this matter.

12      3. **Samantha Amaro (Central Freight Lines)**, Central Freight Lines, Inc., 5601 West Waco  
13      Dr., Waco, TX 76710 – **Will Testify**

14      Ms. Amaro will testify regarding:

15      Her tenure and experience at Central Freight; Central Freight’s business practices; the TA;  
16      Central Freight’s spot quote practices; the agreement between AFS and Central Freight  
17      regarding volume shipments; Central Freight’s use of its spot quote system; amounts owed  
18      by AFS to Central Freight; damages incurred by Central Freight as a result of AFS’s  
19      conduct; the MBOL dispute; communications between Central Freight and AFS before,  
20      during and after the MBOL dispute, 0% Discount Dispute, TenderID Dispute. It is further  
21      anticipated that Ms. Amaro will testify consistent with her deposition testimony given in  
22      this matter.

23      4. **Doug Culbertson (Central Freight Lines)**, Central Freight Lines, Inc., 5601 West Waco  
24      Dr., Waco, TX 76710 – **Will Testify**

25      Mr. Culbertson will testify regarding:

1 His experience in the trucking industry and tenure with Central Freight; Central  
2 Freight's business practices and procedures; the TA; how LTL shipments are rated  
3 under CzarLite and the TA; how Central Freight uses pallet spaces in rating a  
4 shipment; Central Freight's spot quote system; Central Freight's use of its spot  
5 quote program to rate volume shipments; bills of lading and related documents  
6 Central Freight creates and/or uses during the shipping and billing process; his  
7 review of AFS' 0% Discount Spreadsheet (AFS\_CFL\_00001597) and supporting  
8 documents to determine which shipments were nine or more pallet spaces in size,  
9 and which were 8 pallets or fewer in size (CFL\_098680); documents  
10 (CFL\_052745-52906) that show that Central Freight performed services for AFS  
11 for the shipments subject to AFS's Tender ID audit, AFS\_CFL\_00001598; the  
12 MBOL Dispute; AFS's incorrect "audits"; Central Freight's assessment and  
13 analysis of various AFS's "audits"; spreadsheets created by him or at his direction  
14 relating to the audits; Central Freight's unpaid invoices; damages incurred by  
15 Central Freight as a result of AFS's conduct; Central Freight's damages  
16 calculations. It is further anticipated that Mr. Culbertson will testify consistent with  
17 his deposition testimony given in this matter.

18 5. **Christian Piller (AFS), 2337 W Lyndale Street, Unit 2, Chicago, IL 60647-3229 - Will**  
19 **Testify as an Adverse Witness**

20 Mr. Piller will testify regarding:

21 His tenure, experience and roles at AFS; the TA; the "audit" AFS provided to  
22 Central Freight; agreements between AFS and Central Freight regarding volume  
23 shipments; the various audits AFS conducted of Central Freight, including  
24 spreadsheets supporting those audits; the EDI invoices for all Central Freight  
25 invoices that AFS audited, AFS\_CFL\_00001946-91242; AFS's TIPS System;  
26 AFS's policies and procedures regarding bills of lading; the MBOL Dispute;

1 internal AFS communications regarding MBOL issues; AFS's decision to set off  
2 funds owed to Central Freight; AFS's build up of its accounts payable balance to  
3 Central Freight to support the setoff; AFS's repudiation of the oral agreement with  
4 Central Freight; his review of CFL financial data; AFS's bad faith. It is also  
5 anticipated that Piller will also testify consistent with his deposition testimony  
6 given in this matter.

7 **6. Brett Beavers (AFS), c/o Foster Pepper PLLC, 1111 Third Ave., Suite 3000,**  
8 **Seattle, WA 98101-3299 – Will Testify as an Adverse Witness**

9 Mr. Beavers will testify regarding:

10 His tenure, experience and role at AFS; LTL rates and invoicing practices; AFS's  
11 invoicing, billing and payment practices, including but not limited to EDI and other  
12 data transfers; AFS's TIPS system; bills of lading; AFS's policies and procedures  
13 regarding bills of lading; the MBOL Dispute; AFS's audits, including spreadsheets  
14 supporting those audits; AFS's decision to set off funds owed to Central Freight;  
15 AFS's build up of its accounts payable balance to Central Freight to support the  
16 setoff; AFS's bad faith. It is also anticipated that Mr. Beavers will also testify  
17 consistent with his deposition testimony given in this matter.

18 **7. Andrea Lau (AFS), 6609 43<sup>rd</sup> Ave. S., Seattle, WA 98118 – Possible Adverse Witness**  
19 **Only**

20 Ms. Lau may testify regarding:

21 Her tenure and experience at AFS; AFS's invoicing, billing and payment practices;  
22 her knowledge of Central Freight's rates and invoicing practices; internal  
23 discussions at AFS about Central Freight's refusal to accept large volume  
24 shipments; AFS's knowledge that Central Freight was rating certain shipments at  
25 rate other than that set forth in the TA; AFS's knowledge that that Central Freight  
26 was using its spot quote system to rate volume shipments for AFS; AFS's TIPS

1 system; agreements between AFS and Central Freight regarding large volume  
2 shipments; her communications with Central Freight. It is also anticipated that Ms.  
3 Lau will testify consistent with her deposition testimony given in this matter.

4 8. **Ankush Khandelwal (AFS), c/o Foster Pepper PLLC, 1111 Third Ave., Suite 3000,**  
5 **Seattle, WA 98101-3299 – Will Testify as an Adverse Witness**

6 Mr. Khandelwal will testify regarding:

7 His tenure and experience at AFS; his lack of experience at AFS in the spring of  
8 2016; LTL rates and invoicing practices; AFS's invoicing, billing and payment  
9 practices, including but not limited to EDI and other data transfers; AFS's TIPS  
10 system; his knowledge of Central Freight's rates and invoicing practices;  
11 agreements between AFS and Central Freight regarding large volume shipments;  
12 his communications with Central Freight including but not limited to his knowledge  
13 that Central Freight was using its spot quote system to rate volume shipments for  
14 AFS; AFS's audits of Central Freight, including spreadsheets supporting those  
15 audits; AFS's decision to set off funds owed to Central Freight; AFS's decision not  
16 to inform Central Freight that it did not intend to pay Central Freight for services  
17 rendered in early 2016; the amounts AFS set off from Central Freight. It is further  
18 anticipated that Mr. Khandelwal will testify consistent with his deposition  
19 testimony given in this matter.

20 9. **Allison Stein (AFS), 3901 1st Ave NW, No. 301, Seattle, WA 98107-4956 – Possible**  
21 **Adverse Witness Only**

22 Ms. Stein may testify regarding:

23 Her tenure and experience at AFS; AFS's invoicing, billing and payment practices;  
24 her knowledge of Central Freight's rates and invoicing practices; AFS's knowledge  
25 that Central Freight was rating certain shipments at rates other than that set forth in  
26 the TA; AFS's knowledge that Central Freight was using its spot quote system to

rate volume shipments for AFS; AFS's TIPS system; her communications with Central Freight. It is also anticipated that Ms. Stein will testify consistent with her deposition testimony given in this matter.

10. **Todd Militzer (Central Freight Lines)**, 1420 Danbury Drive, Mansfield, TX 76063 –

## Will Testify

Militzer will testify regarding:

His experience in the freight shipping industry; his tenure and experience at Central Freight; Central Freight's invoicing and billing practices; Central Freight's use of its spot quote system; his analysis of AFS's purported audits and demands for payment; spreadsheets created by him or at his direction, including but not limited to CFL\_094418; AFS's set off of funds owed to Central Freight; comparison of spreadsheets created by him with those created after his tenure at CFL; the amounts AFS owes Central Freight; Central Freight's damages caused by AFS. It is further anticipated that Mr. Militzer will testify consistent with his deposition testimony given in this matter.

11. **Robert Harris (Central Freight Lines)**, 1300 Placid Circle, Apt 2405, Waco, TX 76706

– May Testify<sup>4</sup>

Mr. Harris testify regarding:

His tenure, experience and roles at Central Freight; Central Freight's spot quote system; Central Freight's use of its spot quote system to rate volume shipments for AFS; CFL's procedure for billing its volume rate using the spot quote system for AFS volume shipments.

<sup>4</sup> Central Freight has designated parts of Mr. Harris's deposition for use at trial in an abundance of caution. Mr. Harris is a former employee of Central Freight and, despite efforts, counsel for Central Freight has been unable to confirm his attendance at trial. Moreover, he resides more than 100 miles from Seattle.

1 12. **David Heim (Central Freight Lines)** – 1513 Melody Lane, Keller, Texas 76262 – **May**  
2 **Testify via deposition**

3 Mr. Heim may testify regarding:

4 His tenure, experience and roles at Central Freight; Central Freight’s rating and billing  
5 practices; Central Freight’s spot quote system; Central Freight’s use of its spot quote  
6 system to rate volume shipments for AFS; CFL’s procedure for billing its volume rate using  
7 the spot quote system for AFS volume shipments.

8 13. **Allen Parrot (Central Freight Lines)**, 15410 Prade Ranch Lane, Cypress, TX 77429-  
9 **Possible Witness Only via deposition**

10 Mr. Parrot may testify regarding:

11 His tenure, experience and role at Central Freight; Central Freight’s invoicing and  
12 billing practices; the amounts AFS owes to Central Freight; Central Freight’s  
13 damages caused by AFS; AFS’s set off of funds owed to Central Freight; directives  
14 he gave Central Freight officers and employees regarding AFS’s audits and set off,  
15 including the creation of CFL\_052072; and the attorneys’ fees and costs expended  
16 by CFL in this matter. It is further anticipated that Mr. Parrot will testify consistent  
17 with his deposition testimony given in this matter.

18  
19 Central Freight Lines may rely upon testimony from the depositions of the following  
20 persons: (i) Robert Flannery; (ii) Robert Black; (iii) David Heim; (iv) Robert Harris; (v) Allen  
21 Parrot; (vi) Christian Piller; and (vii) Allison Stein.<sup>5</sup>

22 Those portions of the deposition of **Robert Flannery** that Central Freight Lines may offer  
23 into evidence are:

24  
25 <sup>5</sup> Central Freight intends to submit the videotaped depositions of Robert Flannery, Christian Piller and Allison Stein,  
26 should any of their designations be used at trial.

1     • 253:2 – 255:7

2               Those portions of the deposition of **Robert Black** that Central Freight Lines may offer into  
3 evidence are:

4     • 13:5-8           • 19:10 – 20:23           • 22:4-14           • 24:2-9  
5     • 25:4-26:23    • 27:2-25           • 28:14-24    • 29:9-24  
6     • 31:14 – 32:7   • 32:12 – 33:14    • 34:12 – 35:6   • 46:7-23  
7     • 49:22 – 50:3   • 54:6-13           • 58:12-20    • 59:2-16  
8     • 66:19-25       • 79:20-25

9               Those portions of the deposition of **David Heim** that Central Freight Lines may offer into  
10 evidence are:

11    • 12:22 – 13:2    • 13:6-14           • 13:24 – 14:8    • 15:10 – 16:21  
12    • 19:6 – 20:22    • 22:12-14       • 23:6 – 24:13    • 26:12-20  
13    • 27:6-12           • 27:15 – 28:11    • 28:22 – 29:17   • 29:21 – 31:23  
14    • 36:14-24        • 38:3-6           • 40:8-19        • 43:3-19  
15    • 61:24 – 62:2

16               Those portions of the deposition of **Robert Harris** that Central Freight Lines may offer  
17 into evidence are:

18    • 12:14-21        • 13:13-20        • 14:18 – 15:14    • 15:22 – 17:20  
19    • 26:11-15        • 31:22 – 32:12    • 33:13-24        • 37:23 – 38:10  
20    • 39:14 – 41:11    • 42:24 – 43:4    • 43:6 – 44:23    • 45:3-11  
21    • 50:11-24        • 51:17-19        • 51:22 – 52:7    • 79:11 – 80:11  
22    • 83:12-23        • 85:10 – 86:22    • 87:22 – 88:24   • 91:13-22  
23    • 92:16 – 93:19    • 94:22 – 95:8    • 97:9 – 98:2

24               Those portions of the March 8, 2019 deposition of **Allen Parrot** that Central Freight Lines  
25 may offer into evidence are:

26    • 14:8-21        • 15:2-8           • 30:8-10        • 46:8-23  
27    • 48:6-18        • 49:19 – 50:4    • 72:8-20

1           Those portions of the April 22, 2019 30(b)(6) deposition of **Allen Parrot** that Central  
2 Freight Lines may offer into evidence are:

3           • 41:12-25           • 42:7-25           • 43:2-25           • 44:3-19  
4           • 45:7 – 46:5       • 49:17-24       • 50:24 – 52:20       • 57:5-9

5           Those portions of the deposition of **Christian Piller** that Central Freight Lines may offer  
6 into evidence are:

7           • 11:6-8           • 11:18-25           • 12:1-25  
8           • 13:1-7           • 14:20 – 15:21       • 16:6 – 19:10  
9           • 19:21 – 20:6       • 20:13-16       • 27:10 – 28:12  
10          • 28:15 – 30:16       • 30:23 – 34:5       • 43:16 – 44:10  
11          • 44:21 – 45:17       • 45:22 – 46:2       • 46:7-9  
12          • 46:13-18       • 47:17 – 23       • 48:13 – 49:20  
13          • 50: 11-14       • 51:1-6       • 51:14 – 52:4  
14          • 53:5-17       • 53:23-25       • 54:1-3  
15          • 55:4-16       • 58:24 – 60:3       • 64:2 – 66:19  
16          • 69:18 – 74:5       • 101:1 – 105:6       • 106:25 – 107:11  
17          • 107:15 – 108:1       • 108:15 – 109:10       • 111:7 – 112:7  
18          • 112:23 – 113:6       • 113:23 – 114:5       • 129:17 – 130:8  
19          • 131:8-12       • 132:2-15       • 133:16 – 134:8  
20          • 134:10-12       • 139:5-13       • 143:8-15  
21          • 143:17-24       • 144:2-5       • 149:19-25  
22          • 150:2-3       • 153:18 – 154:25       • 155:3-7  
23          • 155:10-12       • 160:15 – 161:3       • 161:5-6  
24          • 162:3 – 163:6       • 163:18 – 164:19       • 164:22 – 165:14  
25          • 165:16       • 166:3 – 167:25       • 168:19 – 171:16  
26          • 171:18 – 174:11       • 180:18-24       • 181:1-2  
27          • 185:11 – 187:6       • 187:8 – 188:5       • 188:7 – 189:8  
28          • 189:10-24       • 190:1 – 191:13       • 197:4 – 199:17  
29          • 199:19-23       • 199:25 – 201:23       • 202:12-16  
30          • 202:21 – 203:7       • 203:9-23       • 203:25 – 204:1  
31          • 204:7-11       • 204:13 – 205:2       • 209:4-6  
32          • 209:18 – 210:20       • 210:22 – 211:5       • 211:15-21  
33          • 211:25 – 216:19       • 216:21 – 217:4       • 217:6-8

- 1      • 217:11
- 2      • 218:23 – 219:23
- 3      • 220:20-25
- 4      • 221:19-22
- 5      • 222:8-21
- 6      • 223:16-17
- 7      • 228:12 – 230:7
- 8      • 230:19 – 232:12
- 9      • 233:1-19
- 10     • 235:3-5
- 11     • 243:2-7
- 12     • 252:11 – 253:18
- 13     • 254:19 – 259:10
- 14     • 261:15 – 263:14
- 15     • 268:2 – 269:10
- 16     • 274:19 – 275:4
- 17     • 279:11-19
- 18     • 293:5-11
- 19     • 298:3
- 20     • 217:22 – 218:2
- 21     • 219:25 – 220:9
- 22     • 221:2-4
- 23     • 221:24 – 222:1
- 24     • 222:23
- 25     • 224:7-17
- 26     • 230:10-11
- 27     • 232:14-18
- 28     • 233:21 – 234:6
- 29     • 235:24 - 238:25
- 30     • 243:9-10
- 31     • 253:20 – 254:2
- 32     • 259:12 – 260:13
- 33     • 263:19 – 267:4
- 34     • 270:10 – 273:6
- 35     • 275:21 – 276:1
- 36     • 280:12 – 281:24
- 37     • 293:14 – 294:15
- 38     • 298:8-14
- 39     • 218:4-21
- 40     • 220:11-18
- 41     • 221:12-17
- 42     • 222:3-5
- 43     • 222:25 – 223:14
- 44     • 224:19 – 225:1
- 45     • 230:14:17
- 46     • 232:20-22
- 47     • 234:24-25
- 48     • 239:13-20
- 49     • 245:14 – 251:2
- 50     • 254:4-16
- 51     • 260:15 – 261:7
- 52     • 267:10-25
- 53     • 273:24 – 274:11
- 54     • 277:8 – 278:13
- 55     • 285:18 – 290:2
- 56     • 295:3 – 296:11

Those portions of the deposition of **Allison Stein** that Central Freight Lines may offer into evidence are:

- 16     • 8:2 – 16:22
- 17     • 16:25 – 18:11
- 18     • 18:18 – 19:9
- 19     • 19:14 – 24:24
- 20     • 25:4 – 26:10
- 21     • 26:12-15
- 22     • 26:17-18
- 23     • 26:20 – 28:19
- 24     • 28:22 – 29:21
- 25     • 30:1 – 33:5
- 26     • 33:7-9
- 27     • 33:15 – 34:7
- 28     • 34:10
- 29     • 34:12 – 35:5
- 30     • 47:17 – 48:7
- 31     • 50:7 – 51:16
- 32     • 52:3-9
- 33     • 52:12-25
- 34     • 54:9-11
- 35     • 54:13-19
- 36     • 55:14 – 56:7
- 37     • 56:16-21
- 38     • 56:24
- 39     • 57:1-19
- 40     • 59:1-23
- 41     • 60:1-9
- 42     • 60:17-25
- 43     • 61:1 – 65:9
- 44     • 78:8-19
- 45     • 79:1-17
- 46     • 79:20 – 81:17
- 47     • 82:11 – 84:25
- 48     • 89:20 – 90:12
- 49     • 90:25 – 92:18
- 50     • 93:18-24
- 51     • 94:1
- 52     • 94:3-5
- 53     • 100:17 – 101:6
- 54     • 101:8
- 55     • 101:10-13
- 56     • 102:3 – 103:9
- 57     • 104:24 – 106:12

- 1      • 36:10-12
- 2      • 36:15 – 37:4
- 3      • 37:6-7
- 4      • 37:9-25
- 5      • 38:2
- 6      • 38:4-25
- 7      • 39:2
- 8      • 39:4 – 42:24
- 9      • 43:2 – 44:3
- 10     • 44:6 – 45:5
- 11     • 45:8
- 12     • 45:10 – 46:22
- 13     • 46:25
- 14     • 47:2
- 15     • 95:12-13
- 16     • 95:16 – 66:21
- 17     • 66:24 – 67:15
- 18     • 67:18-19
- 19     • 68:1 – 72:23
- 20     • 73:1-2
- 21     • 73:5-19
- 22     • 73:23-25
- 23     • 74:2-9
- 24     • 74:11 – 75:5
- 25     • 75:15 – 76:16
- 26     • 76:20 – 77:20
- 27     • 77:24 – 78:3
- 28     • 78:6
- 29     • 108:5 – 111:21
- 30     • 112:1 – 114:17
- 31     • 114:21 – 115:12
- 32     • 115:20 – 117:10
- 33     • 117:16 – 118:2
- 34     • 139:9 – 140:6
- 35     • 141:1-142:3
- 36     • 142:8-17
- 37     • 142:21 – 143:7
- 38     • 143:21-25
- 39     • 144:3-22

## 2. AFS's Witnesses

### 1. Christian Piller (AFS) – 2337 W Lyndale Street, Unit 2, Chicago, IL 60647 – **Will Testify**

Mr. Piller will testify regarding the modification of the transportation agreement, Central Freight's improper invoicing practices, AFS's audits of Central Freight, the LTL transportation industry, misrepresentations made by Central Freight to AFS, and AFS's setoff of funds.

### 2. Brett Beavers (AFS) – c/o Foster Pepper PLLC, 1111 Third Avenue, Suite 3000, Seattle, WA 98101 – **Will Testify**

Mr. Beavers will testify regarding Central Freight's improper invoicing practices, the modification of the transportation agreement, Central Freight's invoices, the LTL transportation industry, AFS's auditing system, the audits he conducted, and AFS's setoff of funds.

### 3. Ankush Khandelwal (AFS) – c/o Foster Pepper PLLC, 1111 Third Avenue, Suite 3000, Seattle, WA 98101 – **Will Testify**

1                   Mr. Khandelwal will testify concerning AFS's invoicing processing system, Central  
2                   Freight's improper invoicing practices, audits he created, and amounts setoff by AFS.

3       **4. Robert Flannery (AFS) – 7376 Longview Court, Naples, Florida 34109 – May Testify**  
4                   Mr. Flannery may testify regarding the LTL transportation industry, the transportation  
5                   agreement, and Central Freight's improper invoicing practices.

6       **5. Joseph Kraninger (AFS) – 4701 Wyngate Way, Forest Lake, Minnesota 55025 – May**  
7                   **Testify**

8                   Mr. Kraninger may testify regarding the alleged modification of the transportation  
9                   agreement, the transportation agreement, and the LTL transportation industry.

10      **6. Allen Parrot (Central Freight Lines) – 15410 Prade Ranch Lane, Cypress, Texas 77429**  
11                   **– May Testify via Deposition**

12                   Mr. Parrot may testify regarding Central Freight's improper invoicing practices and alleged  
13                   damages.

14      **7. David Heim (Central Freight Lines) – 1513 Melody Lane, Keller, Texas 76262 – Will**  
15                   **Testify via Deposition**

16                   Mr. Heim will testify regarding the transportation agreement, the implementation of the  
17                   oral modification, Central Freight's improper invoicing practices, and Central Freight's  
18                   alleged damages.

19      **8. Don Orr (Central Freight Lines) – c/o Roetzel & Andress, 30 N LaSalle St #2800,**  
20                   Chicago, IL 60602 – **Will Testify**

21                   Mr. Orr will testify regarding the transportation agreement, the modification to the  
22                   transportation agreement, Central Freight's improper invoicing practices, Central Freight's  
23                   alleged damages, and Central Freight's misrepresentations to AFS.

24      **9. Doug Culbertson (Central Freight Lines) – c/o Roetzel & Andress, 30 N LaSalle St**  
25                   #2800, Chicago, IL 60602 – **Will Testify**

1                   Mr. Culbertson will testify regarding the transportation agreement, the modification of the  
2                   transportation agreement, Central Freight's improper invoicing practices, and Central  
3                   Freight's alleged damages.

4           10. **Grady Christie (Central Freight Lines)** – c/o Roetzel & Andress, 30 N LaSalle St #2800,  
5           Chicago, IL 60602 – **Will Testify**

6                   Mr. Christie may testify regarding Central Freight's spot quote program.

7           11. **Todd Militzer (Central Freight Lines)** – 1420 Danbury Drive, Mansfield, TX 76063 –  
8           **May Testify**

9                   Mr. Militzer may testify regarding Central Freight's improper invoicing practices, and  
10                  Central Freight's alleged damages.

11           12. **Thomas Botsios (Central Freight Lines)** – c/o Roetzel & Andress, 30 N LaSalle St  
12                  #2800, Chicago, IL 60602 – **Will Testify**

13                   Mr. Botsios will testify regarding the transportation agreement, any oral modification to it,  
14                  Central Freight's alleged damages, Central Freight's misrepresentations to AFS, and  
15                  Central Freight's alleged damages.

16           13. **Allison Stein (AFS)** – 3901 1<sup>st</sup> Ave NW, No. 301, Seattle, WA 98107 – **May Testify**

17                   Ms. Stein may testify regarding AFS's invoicing processing system.

18           14. **Robert Black (Central Freight Lines)** – 635 Old Bethany Road, Bruceville, Texas 76630  
19           – **May Testify via Deposition**

20                   Mr. Black will testify regarding Central Freight's spot quote program, invoicing practices,  
21                  and any modification to the transportation agreement.

22           15. **Kristin Kubitz (Central Freight Lines)** – 1881 Battle Lake Road, Riesel, TX 76682 –  
23           **May Testify via Deposition**

24                   Ms. Kubitz may testify regarding the transportation agreement, the modification of the  
25                  transportation agreement, Central Freight's improper invoicing practices, and Central  
26                  Freight's alleged damages.

1 16. **Samantha Amaro (Central Freight Lines)** – c/o Roetzel & Andress, 30 N LaSalle St  
2 #2800, Chicago, IL 60602 – **May Testify**

3 Ms. Amaro may testify regarding the transportation agreement, the modification to the  
4 transportation agreement, Central Freight's improper invoicing practices, and Central  
5 Freight's alleged damages.

6 AFS reserves the right to use any deposition testimony designated by CFL. AFS may rely  
7 upon testimony from the depositions of the following persons: (i) Robert Harris; (ii) Joseph  
8 Kraninger; (iii) Robert Black; (iv) Kristin Kubitza; (v) David Heim; (vi) Grady Christy; (vii) Don  
9 Orr; (viii) Allen Parrot; (ix) FRCP 30(b)(6) of Allen Parrot, (x) Christian Piller, and (xi) Allison  
10 Stein.<sup>6</sup>

11 Those portions of the deposition of **Robert Harris** that AFS may offer into evidence are:

12

- 13 • 16:25-22:16
- 13 • 37:23-40:17
- 14 • 82:14-25
- 13 • 23:2-8
- 13 • 43:8-44:19
- 14 • 83:2-84:3
- 13 • 25:20-26:10
- 13 • 49:18-52:4
- 14 • 90:9-93:19
- 13 • 31:19-21
- 13 • 62:21-63:13
- 14 • 95:24-97:22

15 Those portions of the deposition of **Joseph Kraninger** that AFS may offer into evidence  
16 are:

17

- 18 • 22:4-6
- 18 • 75:23-76:6
- 19 • 84:4-15
- 20 • 152:2-16
- 18 • 23:13-24
- 18 • 76:15-18
- 19 • 97:2-24
- 20 • 154:13-155:24
- 18 • 28:10-25
- 18 • 78:23-81:18
- 19 • 108:18-111:6
- 20 • 50:16-51:8
- 18 • 83:5-16
- 19 • 129:1-6

21 Those portions of the deposition of **Robert Black** that AFS may offer into evidence are:

22

- 23 • 27:21-38:12
- 23 • 85:6-100:3
- 23 • 41:14-50:9
- 23 • 100:10-104:18
- 23 • 52:15-53:25
- 23 • 67:2-68:2

25

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26 <sup>6</sup> Ms. Stein and Mr. Piller are expected to testify live at trial. These are AFS's counterdesignations to CFL's designations.

1  
2 Those portions of the deposition of **Kristin Kubitza** that AFS may offer into evidence are:

3 • 8:21-9:7 • 14:2-16:15 • 20:13-21:7 • 27:21-29:25

4  
5 Those portions of the deposition of **David Heim** that AFS may offer into evidence are:

6 • 28:22-32:10 • 33:13-25 • 35:11-36:7 • 39:10-41:12  
7 • 41:23-43:19 • 44:20-46:21 • 48:11-57:25 • 58:17-61:19  
8 • 64:11-72:12 • 73:10-78:2 • 83:9-24 • 88:23-90:4  
• 95:12-96:17 • 110:10-25 • 125:22-126:12

9 Those portions of the deposition of **Grady Christie** that AFS may offer into evidence are:

10 • 23:12-24:4 • 24:20-33:11 • 34:20-37:18 • 38:15-39:11  
11 • 40:21-45:18 • 46:16-48:13 • 50:20-51:25 • 57:21-58:3  
• 65:3-66:2

12 Those portions of the deposition of **Don Orr** that AFS may offer into evidence are:

13 • 52:12-22 • 58:12-60:5 • 86:2-16 • 87:16-25  
14 • 116:4-14 • 120:22-121:9 • 129:5-21 • 130:3-13

16 Those portions of the deposition of **Allen Parrot** that AFS may offer into evidence are:

17 • 30:18-31:17 • 36:12-17 • 40:5-8 • 41:2-6  
18 • 42:16-22 • 44:3-7 • 51:11-22

19 Those portions of the deposition of **FRCP 30(b)(6) of Allen Parrot** that AFS may offer  
20 into evidence are:

21 • 42:5-15 • 43:8-44:6 • 44:19-45:6 • 51:21-52:14  
22 • 65:8-11 • 70:9-71:2 • 76:2-77:5 • 140:4016

23 Those portions of the deposition of **Christian Piller** that AFS may offer into evidence are:

24 • 74:7-24 • 75:10-76:6 • 110:19-111:2 • 251:3-21

1 Those portions of the deposition of **Allison Stein** that AFS may offer into evidence are:

2 • 26:17-18 • 48:8-12 • 77:21-33 • 86:5-89:16  
3 • 97:1-99:21 • 140:18-25

4 **VI. TRIAL EXHIBITS**

5 **(a) Admissibility stipulated:**

6 Plaintiff's Exhibits:

Ex. No.	Description	Bates No.
1	Transportation Agreement	CFL_000115
4	Re: Case 153157441 - TL Rate, 1/16/14	CFL_003232
8	RE: Amazon, 1/17/14	CFL_003219
18	RE: CENF Multiple ARNs and BOL audit, 6/23/2016 email with MBOL audit	CFL_003645
19	FW: Amazon Tenders w/Multi ARN Numbers, 6/29/2016 email re EDI 204	AFS_CFL_00096879
20	FW: CENF Multiple ARNs and BOL audit, 6/29/2016 email	CFL_003647
21	RE: Amazon LTL Invoicing, 2/13/2016 - 6/30/2016 email chain	AFS_CFL_00000171
26	RE: Email addresses Multiple BOLs communications were sent to, 6/30/2016, with exhibits	CFL_027052
28	RE: Master BOL Billing, 7/8/2016 - 7/11/2016 email chain Piller and D Orr	AFS_CFL_00000173
51	Ramp down plan Email, 2/14/17	AFS_CFL_00095995
58	CENF LTL.XLSX, Carrier Pricing Schedule	AFS_CFL_00105690
62	RE: Fb 736367152, 12/15/2014, Harris email	CFL_030368
64	Re: PCO to FON 2 shipments each 10 PLTS AMZ, 11/20/2015, Harris email chain	CFL_027731
73	Amazon Volume.xlsx	CFL_001321
87	RE: Amazon LTL Invoicing, 2/18/2016, Beavers email	AFS_CFL_00098917
88	FW: Amazon LTL Invoicing, 2/24/2016, Rankin email	CFL_008034
89	FW: Amazon LTL Invoicing, 2/14/2016, Amaro email with exhibits	CFL_008109

1	90	Missing ARN and Duplicate BOL's, 5/3/2016 appointment scheduler	CFL_027282
2	91	RE: Amazon LTL Invoicing, 3/9/2016 email	AFS_CFL_00099101
3	92	Amazon LTL Invoicing Update, 4/4/2016 Beavers email directive	AFS_CFL_00098953
4	93	CENF Multiple ARNs and BOL audit, 6/22/2016 Piller email	AFS_CFL_00097147
5	102	FW: Amazon LTL Invoicing Update, 5/10/2016 Beavers email directive	AFS_CFL_00099001
6	156	RE: amazon.com QP's 2345812 and 2345817, 11/11/2011 TOC email	CFL_004629
7	166	0% discount audit, CENF_Final.xlsx (missorted)	AFS_CFL_00000351
8	167	0% discount audit, CENF_Final_Corrected Data.xlsx	AFS_CFL_00001597
9	169	Multiple ARN Audit (CENF only), CENF_Invoice_Details.xlsx	AFS_CFL_00001599
10	170	Tender ID Audit, CENF_Pallets_Data_Ver2.xlsx	AFS_CFL_00001598
11	172	Amazon Carrier Manual Requirements and Expectations, Carrier Manual v2.docx	AFS_CFL_00000440
12	174	Amazon Carrier Manual Requirements & Expectations, Carrier Manual 2016 Final (June).docx	AFS_CFL_00000071
13	180	Bolton Rebuttal to Regan	
14	182	Bolton Expert Report	
15	183	Bolton Supplemental Report (re Spot Quote Program)	
16	185	Regan Rebuttal to Bolton Report	
17	187	Partin Expert Report	
18	190	Partin Declaration	
19	191	Partin's M&P Setoff Analysis.xlsx	
20	192	Partin's M&P 8 Pallet Analysis.xlsx	
21	194	Amazon Master Bill May June 2016 Summary.xlsx	CFL_004171
22	196	Unpaid Invoices - Data Pull.xlsx	AFS_CFL_00107729
23	203	CFL's Responses to Amazon's 1st IROGS, RFP (11/8/2017)	
24	204	CFL's Responses to Amazon's 2nd IROGS, RFP	
25	205	CFL's Suppl Response to Amazon's discovery (2/15/2019)	
26	206	CFL's Responses to Amazon's 3rd IROGS, RFP	
27	207	CFL's Responses to Amazon's 4th RFP (3/25/2019)	
28	208	CFL's Answers to Amazon's 1st RFA (9/26/2018)	

1	209	CFL's Answers to Amazon's 2nd RFA (12/19/2018)	
2	210	Amazon's Supp Responses to CFL's 1st IROGS, RFP	
3	211	Amazon's Answers to CFL's 1st RFA (11/22/2017)	
4	212	Amazon's Answers to CFL's 2nd RFA (8/17/2018)	
5	213	Amazon's Responses to CFL's 2nd IROGS, RFP	
	219	CENF Additional On Hold Invoices.xlsx	AFS_CFL_00001604

6 Defendant's Exhibits:

Ex. No.	Document	Bates No.
A-28	FW: CENF setoff	AFS_CFL_00001530
A-29	FW: LTL Rate Update (Confidential)	AFS_CFL_00001531
A-38	RE: Payment Activity	AFS_CFL_00096651
A-39	FW: Amazon LTL Invoicing	AFS_CFL_00097148
A-40	RE: Master BOL Billing	AFS_CFL_00097172
A-41	RE: CENF Multiple ARNs and BOL audit	AFS_CFL_00097518
A-43	RE: Carrier Rate Information	AFS_CFL_00098414
A-44	Re: Invoice details correction	AFS_CFL_00098416
A-45	corrected invoices Amazon.pdf	AFS_CFL_00098421
A-58	RE: Pay date on Redirect bills	AFS_CFL_00101216
A-63	Fwd: Audit Failed Invoices Week - 27.	AFS_CFL_00101257
A-64	amazon spot quote.pdf	AFS_CFL_00101260
A-89	RE: 3.30 TL and LTL Invoice Approvals	AFS_CFL_00107572
A-94	Re: Over 90 corrected redirects	CFL_001235
A-95	incorrect redirect resend 1-17-2017.xlsx	CFL_001237
A-96	FW: Vendor Caused delivery delays	CFL_001258
A-97	EDI Events.xlsx	CFL_001262
A-101	Ankits list 11-30.xlsx	CFL_002984
A-102	CENF_carrier.xlsx	CFL_002992
A-103	CENF.xlsx	CFL_002994
A-104	CENF.xlsx	CFL_002998
A-105	CENF.xlsx	CFL_003000
A-106	RE: Amazon	CFL_003202
A-107	Re: [Case 161729651] [PO:8U5LMPIE] [SAT1] TRUCK LOAD RATE PO: 8U5LMPIE ARN:	CFL_003226
A-108	RE: Amazon 2014 Consolidation Mira Loma and Ft Worth Proposal	CFL_003238

1	A-109	Fwd: RE: [Case 161729651] [PO: 8U5LMPIE] [SAT1] TRUCK LOAD RATE PO: 8U5LMPIE ARN: 2008359231	CFL_003359
2	A-110	RE: Amazon LTL Invoicing	CFL_003489
3	A-111	RE: Amazon LTL Invoicing	CFL_003492
4	A-113	RE: Amazon LTL Invoicing	CFL_003669
5	A-114	FW: New Invoicing rules	CFL_003842
6	A-115	RE: linear Foot charges - demand notice	CFL_003919
7	A-116	RE: Master BOL Billing	CFL_003963
8	A-117	Master BOL Billing	CFL_004023
9	A-118	RE: Master BOL Billing	CFL_004071
10	A-119	FW: Amazon Master May June 2016	CFL_004170
11	A-138	Fwd: RE: Invoice details correction	CFL_004826
12	A-139	Re: Fwd: FW: Amazon LTL Invoicing Update	CFL_004860
13	A-140	Re: Fwd: Fwd: Amazon LTL Invoicing Update	CFL_004937
14	A-141	Inbound LTL redirect invoicing procedure	CFL_005051
15	A-142	FW: Fwd: Amazon LTL Invoicing Update April 4 email	CFL_005053
16	A-148	Fwd: Fwd: Amazon LTL Invoicing	CFL_005439
17	A-149	Amazon	CFL_005465
18	A-150	RE: Fwd: Amazon LTL Invoicing	CFL_005566
19	A-153	Re: Amazon Tenders w/Multi ARN Numbers	CFL_006454
20	A-154	Amazon_ProcessID_47345043_ISACon trolNumber 000103159 Unwrap.X12	CFL_006456
21	A-155	Amazon_ProcessID_47345022_ISACon trolNumber 000103140 Unwrap.X12	CFL_006457
22	A-156	Amazon_ProcessID_47192253_ISACon trolNumber 000096520 Unwrap.X12	CFL_006459
23	A-157	RE: FW: ECRDD Report Fri - 10/18	CFL_007306
24	A-158	RE: CENF Duplicates	CFL_007375
25	A-159	FW: EDI DD and DP Compliance	CFL_007871
26	A-160	Carrier Manual 2016 Final (June).docx	CFL_007872
27	A-161	FW: Amazon LTL Invoicing	CFL_008075
28	A-162	Fwd: FW: FW: Amazon LTL Invoicing	CFL_008092
29	A-163	RE: Amazon LTL Invoicing	CFL_008112
30	A-165	Fwd: Fwd: FW: CENF Invalid Invoices 4.6 (Amazon duplicates)	CFL_008234
31	A-167	FW: CENF Invalid Invoices 8.5	CFL_008241

1	A-176	FW: Amazon Issues	CFL_009064
2	A-177	RE: Fwd: FW: CENF Invalid Invoices 9.22 – Amazon	CFL_009320
3	A-178	Cancellation Letter.doc	CFL_009356
4	A-182	RE: Amazon - Weekly CENF Meeting - RECAP	CFL_027036
5	A-183	FW: Amazon - CFL Contract	CFL_027086
6	A-184	RE: Amazon FTW1 Proposed Lane Changes January	CFL_027240
7	A-192	Re: CENF PRO 716937016	CFL_030387
8	A-193	PaperwiseDocument-1.tif	CFL_030399
9	A-194	RE: Fb 731780516	CFL_030880
10	A-195	RE: OB loads to FTW	CFL_031477
11	A-197	RE: Tender Match	CFL_051935
12	A-198	RE: [Case 1808114641] [Various] Volume shipments over 8 pallets need retendered	CFL_051982
13	A-199	RE: Ramp down plan	CFL_052067
14	A-200	E-Mail 1.pdf	CFL_052070
15	A-201	Re: Response Required: Heavy or High Volume LTL Shipments	CFL_052075
16	A-202	FW: Amazon Addendum 3 to Exhibit B.doc	CFL_052200
17	A-203	Addendum 3 to Exhibit B.doc	CFL_052201
18	A-204	RE: RE: [Case 123670351] [CENF][Confirm][OAK3][344237150] [PHX7] [CENF] [OAK3] Please redirect from PHX7 to OAK3	CFL_052203
19	A-205	RE: Amazon Truck Load Quote	CFL_052206
20	A-206	RE: TL Quote	CFL_052210
21	A-207	RE: Pacific Cycle Inc // QP 4532480 CENF PRO 732367776	CFL_052215
22	A-208	RE: Fb 723405205	CFL_052220
23	A-209	RE: Amazon Re-rated Bills	CFL_052293
24	A-210	Re: Amazon Re-rated Bills	CFL_052300
25	A-211	RE: Amazon 1280 loose pieces	CFL_052348
26	A-212	FW: Pup load 3 bills same s/ same c/ same day. To AMZ. 18 plts total	CFL_052379
27	A-213	RE: Amazon	CFL_052530
28	A-216	CzarLite2011_ratingGuide(12015191 1).PDF	CFL_000001
29	A-217	NTD manual(12015193_1).PDF	CFL_000014
30	A-218	BOL and Weighing and Inspection Reports	CFL_088159
31	A-219	AmazonConsigneeShipments2012-2017BLDR	CFL_091759

1	A-223	EDI Invoices	AFS_CFL_00001607 – AFS_CFL_00091244
2	A-224	EDI Invoices	AFS_CFL_00107730 – AFS_CFL_00146626

5 **(b) Authenticity stipulated, admissibility disputed:**

6 Plaintiff's Exhibits:

Ex. No.	Description	Bates No.
2	1/4/2013 Botsios email to Lau re loading pallets	CFL_004778
3	RE: Case 153157441 - TL Rate, 1/16/14	CFL_003304
5	RE: Case 153157441 - TL Rate, 1/16/14	CFL_003250
6	RE: Case 153157441 - TL Rate, with Addendum 4, 1/16/14	CFL_003243
9	FW: [Case 161729651] [PO: 8U5LMPIE] [SAT1] TRUCK LOAD RATE, 2/14/14	CFL_003423
10	RE: [Case 161729651] [PO: 8U5LMPIE] [SAT1] TRUCK LOAD RATE, 2/14/14	CFL_003351
11	Re: OAK3-CHA2 Redirect Question, 6/14/2014	CFL_003402
12	RE: Canceled: CENF Daily Peak Call, 11/12/2014 email re Piller departure	CFL_003262
13	Fwd: Re: Amazon Off Manifest Bills, 11/14/2014 email with exhibits	CFL_052328
14	FW: Amazon, 6/20/16, Botsios to Piller	CFL_003192
15	RE: Amazon, 6/20/16, Piller response	CFL_003209
16	RE: Amazon, 6/20/16, Botsios response	CFL_003187
17	RE: Amazon, 6/20/16, Piller response	CFL_003189
22	RE: CENF Multiple ARNs and BOL audit, 6/22/2016 - 6/29/2016 CFL email chain	CFL_003749
23	RE: Case 153157441 - TL Rate, 1/15/2014 - 7/18/2016 email chain Botsios and Piller	CFL_003893
24	8/10/2016 Demand Letter from Piller to CFL	AFS_CFL_00001544
25	Declaration of Tom Botsios	
27	FW: Fwd: Amazon LTL Invoicing Update April 4 email, 4/4/16 - 7/6/16 email chain	CFL_008132

1	29	Re: Master BOL Billing, 7/13/2016	CFL_004002
2	30	RE: Master BOL Billing, 7/13/2016	AFS_CFL_00097113
3	31	Case 153157441 - TL Rate, 1/15/14	CFL_003321
4	32	RE: LTL Clawback, 5/5/2016	AFS_CFL_00104853
5	33	RE: Amazon LTL Invoicing Update, 5/11/16	AFS_CFL_00000210
6	34	RE: Amazon LTL Invoicing Update, 5/11/2016 email Piller to Beavers	AFS_CFL_00000190
7	35	RE: Amazon LTL Invoicing Update, 4/4/2016 - 5/11/2016	AFS_CFL_00103716
8	36	RE: Monthly Vendor Reports from Controllership, 5/24/2016	AFS_CFL_00104736
9	37	Re: LTL Analysis 6-7-16.xlsx, 6/13/2016	AFS_CFL_00097365
10	38	Re: 8 PALLETS/1 BILL AMAZON, 6/14/2016	CFL_003547
11	39	RE: Carrier Rate Information, 6/15/2016, email Piller to Azzi and Ankush	AFS_CFL_00098810
12	40	RE: Carrier Rate Information, 6/15/2016 email Azzi to Piller and Anksuh	AFS_CFL_00098824
13	41	RE: LTL Analysis 6-7-16.xlsx, 6/23/2016 email	AFS_CFL_00098672
14	42	RE: CENF Multiple ARNs and BOL audit, 6/23/2016 email Piller re MBOL audit	CFL_003684
15	43	FW: Master BOL Billing, 7/8/16	AFS_CFL_00096971
16	44	RE: ONT8 Update, 7/15/2016, Piller email	AFS_CFL_00092682
17	45	CENF Settlement Letter synopsis, 11/2/2016 email Piller to K Breedlove	AFS_CFL_00099249
18	46	FW: Financial Due Diligence, 11/23/16	AFS_CFL_00095566
19	47	Re: Amazon response, 11/23/16	AFS_CFL_00096859
20	48	FW: [V1824882] deprecate Central Freight (CENF), 12/19/2016 email Piller to Azzi	AFS_CFL_00097124
21	49	Conversation with Piller, Christian, 3/31/17	AFS_CFL_00092636
22	50	RE: Multiple Reports for Inbound LTL, 5/24/16	AFS_CFL_00103551
23	52	RE: LTL RFQ Approvals Doc, 2/14/2017	AFS_CFL_00097099
24	53	CENF setoff Email, 3/12/17	AFS_CFL_00000146
25	54	CENF payables Email, 11/29/16	AFS_CFL_00097341
26	55	RE: Central Freight (CENF), 3/2/17	AFS_CFL_00092658
	56	RE: CENF Communication, 4/3/17	AFS_CFL_00097230

1	57	Conversation with Moore, Becky, 3/6/18	AFS_CFL_00102431
2	60	RE: Amazon Reconsignment, 10/3/2014, Culbertson email	CFL_027748
3	61	RE: Fb 736367152, 12/15/2014, Heim email	CFL_030372
4	63	Re: HAY to FON AMZ 13 PLTS, 11/20/2015, Harris email	CFL_027732
5	65	Amazon Round 2 bid response, 2/24/2016 email w exhibits	CFL_027286
6	66	RE: CENF LTL/TL breakdown, 3/16/2013	AFS_CFL_00105812
7	68	RE: FW: Amazon Billing Change, 7/8/2016	CFL_008166
8	69	RE: Amazon Master Bill Program, 7/8/2016	CFL_010558
9	70	Fwd: RE: FW: Amazon Volume.xlsx, 9/26/2016 email with exhibit	CFL_001344
10	71	Amazon Spots, 9/22/2016 email with exhibit	CFL_027789
11	72	FW: Master BOL Billing, 7/18/2016	AFS_CFL_00092675
12	74	Copy of CENF_Invoice_Details.xlsx	CFL_052891
13	75	Amazon invoice, Drs, WI 1	CFL_052745
14	76	Amazon invoices and DR	CFL_052782
15	78	Amazon invoice Drs, WI 2	CFL_052867
16	79	Amazon - no LOAs 1	CFL_052888
17	81	Analysis of AFS_CFL_00001597.xlsx	CFL_005615
18	82	Spot reconciliation with Amazon 1597 02 15 19.xlsx	CFL_094068
19	83	Declaration of Doug Culbertson	
20	84	Second Declaration of Doug Culbertson with exhibits	
21	85	Culbertson Pallets Analysis	CFL_096236
22	86	SpotQuotes_Part01.pdf – SpotQuotes_Part41.pdf, BOL and W&I forms for 0% discount	CFL_031482 - CFL_051823
23	94	FW: Amazon LTL Invoicing, 7/8/2016 email chain	CFL_051968
24	95	LTL Invoice Process Improvements.docx	AFS_CFL_00099218
25	96	RE: 3.30 TL and LTL Invoice Approvals, 4/9/2015 email chain	AFS_CFL_00098531
26	97	Amazon LTL Invoicing, 2/13/2016 Beavers email directive	CFL_005240
27	98	RE: Master BOL - LTL Deep Dive, 2/22/2016	AFS_CFL_00103802
28	99	RE: Master BOL - LTL Deep Dive, 3/1/2016 email Azzi to Beavers	AFS_CFL_00103619
29	100	RE: Amazon LTL Invoicing, 3/10/2016 email Rankin to Beavers	CFL_005432

1	101	RE: LTL Deep Dive, 5/5/2016 email chain	AFS_CFL_00103714
2	103	RE: Amazon LTL Invoicing Update, 5/11/2016, Beavers to Piller	AFS_CFL_00104018
3	104	Re: Amazon LTL Invoicing Update, 5/12/2016, Piller to Beavers	AFS_CFL_00103835
4	105	RE: Amazon LTL Invoicing Update, 5/12/2016, Beavers to Piller	AFS_CFL_00096115
5	106	RE: LTL Clawback, 5/17/2016 Beavers email	AFS_CFL_00104011
6	107	RE: LTL Clawback, 5/18/2016 Anfinson email	AFS_CFL_00103823
7	108	RE: LTL Clawback, 5/19/2016 Beavers email	AFS_CFL_00104126
8	109	RE: LTL Analysis 6-7-16.xlsx, 6/22/2016 Beavers email	AFS_CFL_00099044
9	110	Re: [MMT-1228] Master BOL Creation, 10/6/2016 chat	AFS_CFL_00103718
10	111	RE: Question on setting off, 2/20/2017 email Beavers to Ankush	AFS_CFL_00099666
11	112	RE: Payment Activity, 4/3/2017 email	AFS_CFL_00095449
12	113	RE: duplicate VRID, 10/13/2017 Beavers email	AFS_CFL_00092629
13	114	RE: multiple BOLs, 10/19/2017 email	AFS_CFL_00104322
14	115	RE: Central Freight is saying they cannot pick up more than 8 pallets?, 9/13/2016	AFS_CFL_00096263
15	116	RE: Accounts Receivable/Invoicing Contact, 7/14/2014	CFL_052223
16	117	Amazon LTL Invoice Auditing, 7/14/2014	CFL_052224
17	118	Re: Fwd: RE: Amazon Rejected Bills, 11/14/17	CFL_003294
18	119	Fwd: Amazon LTL Invoice Auditing, 7/15/14	CFL_003404
19	120	CFL#728880634, 10/29/2014 Mooney email	CFL_052307
20	121	RE: CFL#728880634, 10/29/2014 Stein email	CFL_052308
21	122	CENF Invalid Invoices 11.3, 11/5/2014 email with exhibit	CFL_052312
22	123	Re: CFL#728880634, 11/7/2014 Mooney email	CFL_052316
23	124	RE: CFL#728880634, 11/7/2014 Stein email	CFL_052317
24	125	Amazon Rejected Bills, 11/7/2014 Mooney email	CFL_052320
25	126	RE: Amazon Rejected Bills, 11/11/2014 Stein email	CFL_052325
26	127	Central Freight Balance email, 2/1/2017	AFS_CFL_00098880
	128	RE: Re: Amazon Off Manifest Bills, 11/19/2014 Stein email chain	CFL_052445

1	129	RE: Re: Fwd: RE: Amazon Rejected Bills, 11/19/14 Stein email chain	CFL_003271
2	130	Fwd: RE: Carrier Freight Class Questions, 4/1/2015 email	CFL_052369
3	131	Routing Request response from Amazon.com - CENF {1226400661} {LTL} **Need Response**, 2/26/2013 chat	AFS_CFL_00100195
4	132	Conversation with Gebregiorgis, Haben, 3/1/2013 chat	AFS_CFL_00102675
5	133	RE: [Case 91083241] [V1261676] [PHX5], 4/2/13 TOC communication	AFS_CFL_00105847
6	134	RE: Pallet upper caps for LTL, 3/29/2013 email AFS internal	AFS_CFL_00105808
7	135	RE: RE: [Case 87916751] Freight Not Pickup // ARN:1226400661, 4/5/2013 email to Lau	AFS_CFL_00106262
9	136	Re: [Case 87916751] Freight Not Pickup // ARN:1226400661, 4/8/2013 AFS internal	AFS_CFL_00106197
10	137	RE: [Case 87916751] Freight Not Pickup // ARN:1226400661, 4/11/2013 AFS internal	AFS_CFL_00106205
12	138	RE: [Case 87916751] Freight Not Pickup // ARN:1226400661, 4/11/2013 Flannery email	AFS_CFL_00106188
13	139	RE: CENF Stacked and unstacked data, 8/10/2016 email	AFS_CFL_00000349
14	140	RE: Invoice details correction, 6/20/2016 email with spreadsheet attachment	CFL_005025
15	141	Fwd: RE: Invoice details correction, 6/10/2016 Kubitz email with exhibits	CFL_005014
17	142	RE: RE: Invoice details correction, 6/20/2016 email with exhibit	CFL_004880
18	143	RE: Carrier Rate Information, 6/20/2016 email	AFS_CFL_00098328
19	144	RE: Non-discount invoices for CENF, 7/7/2016 email	AFS_CFL_00098525
20	145	CENF Stacked and unstacked data, 7/25/2016 email to Khandelwal	AFS_CFL_00000352
21	146	RE: CENF Stacked and unstacked data, 7/28/2016 email to Khandelwal	AFS_CFL_00095439
22	147	RE: CENF Stacked and unstacked data, 8/9/2016 email to Khandelwal	AFS_CFL_00000317
23	148	FW: Non-discount invoices for CENF, 8/9/2016 email Azzi to Piller	AFS_CFL_00095840
25	149	RE: Question on setting off, 2/18/2017 Azzi email to Khandelwal	AFS_CFL_00095552

1	150	RE: Question on setting off, 2/18/2017 Khandelwal email to Azzi	AFS_CFL_00098683
2	151	RE: Question on setting off, 2/21/2017 Azzi email to Piller	AFS_CFL_00096647
3	152	RE: Setting off CENF, 3/17/17 email	AFS_CFL_00098337
4	153	RE: Setting off CENF, 3/20/2017 email	AFS_CFL_00000492
5	154	Ticket 0109030253 - Correspondence - Status Assigned - Central Freight Invoices to be placed on-hold, 4/3/2017 TT	AFS_CFL_00095878
6	155	RE: V-Return Estes Invoices, 5/3/17 email re CENF	AFS_CFL_00102277
7	157	Fwd: RE: Invoice details correction, 6/10/2016 email Kubitza to Khandelwal	AFS_CFL_00098197
8	158	RE: CENF Multiple ARNs and BOL audit, 7/8/2016 email Culbertson to Militzer	CFL_004110
9	162	RE: High Volume ARN's for possible retender, 7/8/2016 email	CFL_051971
10	163	FW: LTL Clawback, 5/16/2016 email	AFS_CFL_00104886
11	164	RE: LTL contract summary, 6/17/2016	AFS_CFL_00103753
12	165	RE: Payment Activity, 3/27/2017 email	CFL_002722
13	168	Multiple ARN audit (all LTL carriers), Clawback Comparison.xlsx,	AFS_CFL_00000839
14	171	RE: LTL Clawback Initial Data, 5/20/2016	AFS_CFL_00000849
15	173	Amazon NA Vendor Shipment Manual, Oct 2015, NA_Vendor_Prep_and_Trans_Manual.pdf	AFS_CFL_00000602
16	175	Summary CENF_.xlsx	AFS_CFL_00000353
17	176	Summary_CENF_BookerTable_Final.xlsx	AFS_CFL_00095440
18	177	PalletCount_Final.xlsx	AFS_CFL_00000319
19	178	RE: Inbound Transportation Update, 8/19/2016 email Anfinson to Breedlove	AFS_CFL_00000858
20	179	Regan Expert Report	Regan-Dep001
21	184	Exhibit 3, Bolton Deposition	
22	186	Polash Expert Report	
23	188	Partin notes, deposition exhibit 2	
24	189	Partin notes, deposition exhibit 3	
25	193	Central Freight - Invoices on Hold.xlsxb	AFS_CFL_00001602
26	195	AmazonConsigneeShipments2012-2017 Cleaned (003)(002).xlsx	CFL_094066

1	197	Fwd: Audit Failed Invoices Week – 27, 7/6/2016 email with attachments	CFL_005057
2	199	Amazon's Answer to 1st Complaint and Counterclaim	
3	200	Central Freight's Answer to Counterclaim (Dkt. #50)	
4	201	Central Freight's First Amended Complaint (Dkt. #139)	
5	202	Amazon's Answer to Amended Complaint (Dkt. #144)	
6	214	Court Opinion on Summary Judgment	
7	215	8/1/2019 Letter Kallish to Block	
8	217	Analysis of AFS_CFL_00001597.xlsx by more than and less than 9 pallet spaces	CFL_098680
9	218	Re: Invoice details correction, 6/22/2016 email with attachments	CFL_004907

10 Defendant's Exhibits:

Ex. No.	Document	Bates No.
A-1	RE: Amazon	AFS_CFL_00000040
A-21	Carrier Invoice Manual_Inbound- TL.pdf	AFS_CFL_00000969
A-23	RE: LTL RFQ Update	AFS_CFL_00001298
A-25	RE: Amazon Master May June 2016	AFS_CFL_00001431
A-26	FW: Amazon response	AFS_CFL_00001450
A-31	Settlement Agreement	AFS_CFL_00096790
A-34	RE: Financial Due Diligence	AFS_CFL_00095558
A-36	RE: Amazon Vendor Freight Consolidation Bid	AFS_CFL_00095636
A-46	FW: Revised Golden State revenue adjustments file	AFS_CFL_00099053
A-49	Re: Audit failed invoices week 50	AFS_CFL_00101164
A-50	Ankits 12-14-16.xlsx	AFS_CFL_00101166
A-51	Fwd: Audit Failed Invoices Week - 48 CENF	AFS_CFL_00101167
A-52	Re: Audit Failed Invoices Week - 40 CENF	AFS_CFL_00101170
A-53	Ankit's list 9-30-16.xlsx	AFS_CFL_00101171
A-54	Re: Audit Failed Invoices Week - 45 CENF	AFS_CFL_00101206
A-55	Ankits list 11-2.xlsx	AFS_CFL_00101207
A-56	Re: Audit Failed Invoices Week - 37 CENF	AFS_CFL_00101208
A-57	Null - invalid tender 9-6-16.xlsx	AFS_CFL_00101209
A-59	Re: Audit Failed Invoices Week - 42 CENF	AFS_CFL_00101224
A-60	Ankits list 10-21-16.xlsx	AFS_CFL_00101226
A-61	Re: Audit Failed Invoices Week - 48 CENF	AFS_CFL_00101249

1	A-62	Ankits list 11-30.xlsx	AFS_CFL_00101251
2	A-65	Ankits list 11-30-1.xlsx	AFS_CFL_00101268
3	A-66	Ankits list 11-30-1.xlsx	AFS_CFL_00101269
4	A-67	Ankits list 11-30.xlsx	AFS_CFL_00101289
5	A-68	Ankits list 11-30.xlsx	AFS_CFL_00101290
6	A-69	Re: [*SPAM*]	AFS_CFL_00105834
7	A-70	RE: EDI 214 map	AFS_CFL_00105959
8	A-71	Carrier Manual v 9.0.docx	AFS_CFL_00105963
9	A-72	RE: [Case 92222631] [PHX7] [X9716628] V8888007 Y6668281 ARN 1282395171 Amazon Vendor SUNPENTOWN INTERNATIONAL INC	AFS_CFL_00106137
10	A-73	RE: CENF LTL/TL breakdown	AFS_CFL_00106218
11	A-87	OCT IB ME Checklist	AFS_CFL_00107473
12	A-88	INBOUND_CHECKLIST_1014.xlsx	AFS_CFL_00107474
13	A-90	Amazon - and other things	CFL_000334
14	A-91	Amazon Overcharges	CFL_000550
15	A-92	CENF Claim Update	CFL_000653
16	A-93	FW: ARN status	CFL_001031
17	A-98	Fwd: FW: Amazon/Central Freight Demand Letter	CFL_001314
18	A-99	Fwd: RE: FW: Amazon	CFL_001348
19	A-100	RE: Amazon Cancellation Letter	CFL_001555
20	A-112	06301601.PDF	CFL_003515
21	A-120	FW: CARP Editing Phase 2 Heads Up	CFL_004208
22	A-121	RE: Consolidation program	CFL_004282
23	A-122	RE: Emailing: Amazon revisions 111912.pdf	CFL_004318
24	A-123	FW: Emailing: Amazon revisions 111912.pdf	CFL_004327
25	A-124	Amazon revisions 111912.pdf	CFL_004328
26	A-125	Consolidation Pricing 062911.pdf	CFL_004348
27	A-126	RE: URGENT - Pop Chips pick up	CFL_004400
28	A-127	Fwd: Re: misload of po N2797781	CFL_004490
29	A-128	RE: Amazon Addendum 3 to Exhibit B.doc	CFL_004516
30	A-129	FW: Pop Chips pick up	CFL_004530
31	A-130	RE: Pickup Notification for: <u>AMAZON.COM</u> - 620955491 PO: R5176751	CFL_004532
32	A-131	FW: Amazon 091311.pdf	CFL_004545
33	A-132	Amazon 091311.pdf	CFL_004546
34	A-133	Amazon Add 1.pdf	CFL_004547

1	A-134	RE: Amazon 091311.pdf	CFL_004551
2	A-135	Consolidation	CFL_004559
3	A-136	RE: Emailing: Central Freight Lines Quick Pick	CFL_004560
4	A-137	Email 4.pdf	CFL_004767
5	A-143	null or invalid tenders 7-5-16.xlsx	CFL_005061
6	A-144	Null - invalid tender 9-6-16.xlsx	CFL_005073
7	A-145	Case Id 1967295901. Invalid Tender ID.xls	CFL_005125
8	A-146	RE: Amazon shipment at Poundex URGENT!!	CFL_005181
9	A-147	RE: AKA Gourmet (Wine.com)	CFL_005202
10	A-151	New Rules Tariff	CFL_005606
11	A-152	CENF 100 Rules- Final PDF - Current 08-19-2015.pdf	CFL_005648
12	A-164	Central No Tender ID.xlsx	CFL_008115
13	A-166	CENF 4.6.xls	CFL_008237
14	A-168	Charge code list EXT FINAL.docx	CFL_008244
15	A-169	RE: Master rate file	CFL_008393
16	A-170	Amazon MDW2 -Final.xlsx	CFL_008395
17	A-171	Amazon FTW1 Rate Submission 02-16- 16.xlsx	CFL_008396
18	A-172	Amazon SNA4 Final.xlsx	CFL_008397
19	A-173	Amazon 2016 CENF Rate Submission effective 10-13-15.xlsx	CFL_008398
20	A-174	Audit Failed Invoices Week - 27.	CFL_008807
21	A-175	CENF_20160704.xlsx	CFL_008808
22	A-179	RE: 736351545 Amazon	CFL_009371
23	A-180	First Pass of Power-point presentation on Truck Load Business Development	CFL_009389
24	A-181	Truck Load Business Development 3.pdf	CFL_009390
25	A-185	RE: 2 bills same day same S/ Same C/ HAY to FON	CFL_027655
26	A-186	Re: LVG to FRS	CFL_027656
27	A-187	RE: FON to SAN	CFL_027659
28	A-188	RE: F/B 562248336 Bunzl	CFL_027661
29	A-189	Re: Fwd: Re: Documents needed on account	CFL_027669
30	A-190	Re: FW: Pup load 3 bills same s/ same c/ same day. To AMZ. 18 plts total	CFL_027718
31	A-191	Fwd: RE: Amazonw HU and PltSpes 092216.xls	CFL_027747
32	A-196	EDI210_Invoice_Requirement - Inbound and LineHaul Carriers.xlsx	CFL_051826
33	A-214	amazon spot quote rule	CFL_052725

1	A-215	Re: Fwd: Fb's 740013842 & 737680595	CFL_052726
2	A-220	Central Freight Consolidated Balance Sheets	CFL_094348
3	A-221	CENF_Pallet.xlsx	AFS_CFL_00001409
	A-222	9/16/19 Letter from Marc Kallish re: CFL_098680	

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5 **(c) Authenticity and admissibility disputed:**

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7 Plaintiff's Exhibits:

Ex. No.	Description	Bates No.
7	FW: FW: Case 153157441 - TL Rate, 9/11/2016 email chain	CFL_001182
59	Exhibit 11, Culbertson Deposition	
67	RE: Amazon Multiple ARNs and BOL audit, 7/8/2016 email chain	CFL_003992
77	Amazon Litigation Supporting Docs 11.27.18	CFL_052818
80	doc26868720181127150607.pdf	CFL_052892
159	Amazon Aging Report (10-30-2017) (1).xlsx	CFL_094418
160	arp_Amazon_(9-26-2018)_Final_L Westerfeld.xls	CFL_052072
161	CFL Open A/R Invoices	CFL_052907 - 77779
181	Excerpt of T Botsios Deposition (Regan Dep Exhibit 5)	
198	5 EDI Invoices	
216	Roetzel & Andress, LPA invoices (redacted)	

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19 Defendant's Exhibits:

Ex. No.	Document	Bates No.
A-2	Audit Failed Invoices Week - 42 CENF	AFS_CFL_00000257
A-3	CENF.xlsx	AFS_CFL_00000258
A-4	Audit Failed Invoices Week - 37 CENF	AFS_CFL_00000262
A-5	CENF.xlsx	AFS_CFL_00000263
A-6	Audit Failed Invoices Week - 45 CENF	AFS_CFL_00000270
A-7	CENF_carrier.xlsx	AFS_CFL_00000271
A-8	Audit Failed Invoices Week - 40 CENF	AFS_CFL_00000272
A-9	CENF Carrrier.xlsx	AFS_CFL_00000273

1	A-10	Audit Failed Invoices Week - 45 CENF	AFS_CFL_00000281
2	A-11	CENF_.xlsx	AFS_CFL_00000282
3	A-12	Audit failed invoices week 50	AFS_CFL_00000290
4	A-13	CENF.xlsx	AFS_CFL_00000291
5	A-14	Audit failed 05/05/2017	AFS_CFL_00000304
6	A-15	CENF.xlsx	AFS_CFL_00000305
7	A-16	RE: CENF Stacked and unstacked data	AFS_CFL_00000341
8	A-17	Multiple ARNS_Master.xlsx	AFS_CFL_00000343
9	A-18	RE: Fwd: FW: Case Id 1967295901. Invalid Tender	AFS_CFL_00000371
10	A-19	RE: Carrier Onboarding	AFS_CFL_00000437
11	A-20	LTL_INVOICING_1PGR_FINAL.docx	AFS_CFL_00000967
12	A-22	IB-rate.xlsx	AFS_CFL_00000989
13	A-24	CENF_One_Pager.docx	AFS_CFL_00001390
14	A-27	CENF Settlement Letter FINAL.pdf	AFS_CFL_00001455
15	A-30	Central Freight - Payments in 2017.xlsxb	AFS_CFL_00001603
16	A-32	Carrier_Guidelines_Accessorialis.docx	AFS_CFL_00095518
17	A-33	Carrier Invoice Manual_Inbound TL - 2015.docx	AFS_CFL_00095522
18	A-35	CENTRALFREIGHTL_375360_1611 093035255.pdf	23 AFS_CFL_00095568
19	A-37	Central Freight.xlsx	AFS_CFL_00096635
20	A-42	Microsoft_PowerPoint_Slide1.sldx	AFS_CFL_00097729
21	A-47	Golden State Shipments.xls	AFS_CFL_00099056
22	A-48	TL_Invoicing_Peak_2015_Draft_1.docx	AFS_CFL_00100161
23	A-74	Carrier Manual v8.docx	AFS_CFL_00106270
24	A-75	9.8 LTL Invoice Approvals	AFS_CFL_00106353
25	A-76	9.8 LTL Invoice Analysis.xlsx	AFS_CFL_00106354
26	A-77	5.8 TL and LTL Invoice Approvals	AFS_CFL_00106374
27	A-78	Outstanding Invoices 5.5.xlsx	AFS_CFL_00106375
28	A-79	FW: 4.14 TL and LTL Invoice Approvals	AFS_CFL_00106448
29	A-80	CENF8plus.csv	AFS_CFL_00106512
30	A-81	CENF_all.csv	AFS_CFL_00106513
31	A-82	CENFTheyPay.csv	AFS_CFL_00106514
32	A-83	AFS Calculation-Data Pull.xlsx	AFS_CFL_00106515
33	A-84	TIPS DATA 2153 (Based on F_ID).xlsx	AFS_CFL_00106516
34	A-85	TIPS DATA.XLSX	AFS_CFL_00106517
35	A-86	invoice_dump_tips.csv	AFS_CFL_00106518

## VI. ACTION BY THE COURT

- (a) This case is scheduled for trial before a jury on October 21, 2019 at 9:00 AM.
- (b) Trial briefs shall be submitted to the Court on or before October 15, 2019.
- (c) Jury instructions requested by either party shall be submitted to the court on or before October 15, 2019. Suggested questions of either party to be asked of the jury by the court on voir dire shall be submitted to the court on or before October 15, 2019.

This order has been approved by the parties as evidenced by the signatures of their counsel.

8 This order shall control the subsequent course of the action unless modified by a subsequent order.

9 This order shall not be amended except by order of the court pursuant to agreement of the parties

10 or to prevent manifest injustice.

DATED this 15 day of October, 2019.

The Honorable James L. Robart