

Brulant's contractual obligations, but Campmor may introduce extrinsic evidence for the purpose of proving negligent misrepresentation.

- 4) Brulant's motion to bar lay testimony of Campmor managers and employees regarding Brulant's performance under the contracts is DENIED.
- 5) Brulant's motion to bar testimony of Red Baritone and Net Concepts employees is DENIED in part and GRANTED in part. These witnesses may give testimony on technical subject matters so long as the testimony is based on their personal knowledge and experience. They may not give speculative opinions of a technical nature that are not based on their personal experience.
- 6) Brulant's motion to exclude customer feedback emails is DENIED.
- 7) Brulant's motion to exclude internal Brulant emails is DENIED.
- 8) Brulant's motion to enforce the limitation of liability clause is DENIED.
- 9) Brulant's motion to strike references in the Final Pretrial Order about Brulant making knowing misrepresentations is GRANTED.
- 10) Brulant's motion to strike portions of the Final Pretrial Order that refer to Campmor's claims for punitive damages and attorneys' fees is DENIED.
- 11) Brulant's motion to bar portions of Lori Sakowitz's and Susan Ruffalo's depositions is DENIED.
- 12) Campmor's motion to exclude testimony and argument concerning Campmor's service of process from trial is GRANTED.

/s/ William H. Walls

United States Senior District Judge