

**IN RE: ALL ASBESTOS-RELATED
PERSONAL INJURY OR DEATH
CASES FILED IN OR BE FILED IN
DALLAS COUNTY, TEXAS**

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§

**IN THE CIVIL DISTRICT COURTS

OF DALLAS COUNTY, TEXAS**

THE DOW CHEMICAL COMPANY'S MOTION IN LIMINE

The Dow Chemical Company ("Dow"), pursuant to the 1999 Master Asbestos Case Management Order and the Texas Rules of Civil Procedure, files this Motion in Limine to exclude incompetent testimony and/or evidence that is irrelevant or prejudicial to the material issues in all already filed and to be filed asbestos-related cases, and respectfully shows the Court as follows:

PREAMBLE

Defendant Dow requests that, before the commencement of *voir dire* examination of the jury panel and the introduction of any evidence, the Court enter an order instructing and directing all parties, witnesses, and attorneys to refrain from making any reference to the matters set forth in the specific paragraphs enumerated below. Defendant further requests that if counsel for Plaintiff proposes a theory of admissibility concerning any of the following matters, then Plaintiff's counsel be required to request a ruling on such theories from the Court, out of the presence of the jury, and prior to any attempt to bring these matters to the attention of the jury.

If Plaintiffs inject these matters into the trial of this case through a party, an attorney, or a witness, before the preliminary determination outside the presence of the jury, Plaintiffs will cause irreparable harm to Dow's case, which no jury instruction could cure. If any of these matters are brought directly or indirectly to the attention of the jury, Dow would be compelled to move for a mistrial. In an effort to avoid prejudice and a mistrial, Defendant urges this Motion in Limine.

I.

The matters described below are not admissible in evidence for any purpose and have no bearing on the issues or the rights of the parties. Even if it can be shown that a matter described may be relevant to a fact of consequence in this case, any probative value is far outweighed by the prejudice, confusion, and delay that would result from allowing its admission into evidence.

II.

Permitting interrogation of witnesses, comments to jurors or prospective jurors, or offers of evidence concerning any of these matters would unfairly prejudice the jury. Sustaining objections to such questions, statements, or evidence will not prevent prejudice but will reinforce the development of questionable and inadmissible evidence.

III.

Dow asks the Court to instruct Plaintiffs and all counsel not to mention, refer to, interrogate about, or attempt to convey to the jury in any manner, either directly or indirectly, any of these matters without first obtaining the courts permission outside the presence and hearing of the jury, and to instruct Plaintiffs and all counsel to warn and caution each of their witnesses to follow the same instructions.

SPECIFIC EXCLUSIONS AND PROHIBITIONS

Dow asks the Court to prohibit Plaintiffs, their attorneys, or witnesses from offering any of the following evidence without first asking for a ruling from the Court, outside of the presence of the jury, on the admissibility of the evidence:

1. Any testimony from Plaintiffs' experts that fails to satisfy the requirements set forth by the United States Supreme Court and the Texas Supreme Court for expert testimony. *See E.I. du Pont de Nemours & Co. v. Robinson*, 923 S.W.2d 594 (Tex. 1995); *Merrill Dow Pharmaceuticals v. Havnar*, 953 S.W.2d 706, 720 (Tex. 1997).

Agreed _____

Granted _____

Denied _____

2. Any evidence or testimony regarding any of Dow's plants and/or facilities other than those at which Plaintiff's exposures allegedly occurred.

Agreed _____ Granted _____ Denied _____

3. Any evidence or testimony regarding blocks, buildings, or areas of Dow's plants and/or facilities in which the Plaintiff did not work.

Agreed _____ Granted _____ Denied _____

4. Any evidence or testimony regarding any other lawsuit involving Dow. TEX. R. CIV. EVID. 401, 402, 403.

Agreed _____ Granted _____ Denied _____

5. Any testimony from fact witnesses who do not have personal knowledge of the Plaintiff's alleged exposure to asbestos at Dow.

Agreed _____ Granted _____ Denied _____

6. Any testimony regarding the "corporate knowledge" of Dow pertaining to the "hazards or dangers of asbestos" unless such corporate knowledge is to be found in an appropriate corporate "vice principal" who also had knowledge of the Plaintiff's working conditions.

Agreed _____ Granted _____ Denied _____

7. General knowledge of the potential risks of asbestos exposure does not satisfy either the objective or subjective prongs of gross negligence as defined in *Transportation Insurance Co. v. Moriel*, 879 S.W.2d 10, 22-23 (Tex. 1994). The Plaintiff will try to put on various forms of evidence regarding the Defendants' "corporate knowledge" either through direct testimony or through information regarding various trade groups or other organizations to which Dow may be or may have been a member. Such testimony is absolutely irrelevant and grossly prejudicial not only on the gross negligence issue, but with regard to the other allegations of simple negligence.

Agreed _____ Granted _____ Denied _____

8. Any evidence regarding asbestos warnings, hazards, threshold limit values, and state of the art generated by any party other than Dow to prove the negligence and/or liability of Dow unless the proper predicate is laid by direct testimonial evidence that a representative of Dow was in personal possession of the document at the relevant time.

Agreed _____ Granted _____ Denied _____

9. Any evidence as to asbestos warnings provided by any other party to prove the knowledge, negligence, or state of the art of Dow's knowledge. There will be no evidence that Dow was a member of the asbestos manufacturer's industry, since it was a premises owner at all relevant times. Therefore, any evidence of knowledge had by an asbestos manufacturer is inadmissible as evidence of liability against Dow.

Agreed _____ Granted _____ Denied _____

10. Any evidence, pleading, document, discovery response, or testimony acquired by Plaintiff's counsel, through other lawsuits or means other than this lawsuit.

Agreed _____ Granted _____ Denied _____

11. Any evidence or arguments, which would tend to inform the jury panel of the effect of their answers to the questions submitted by the Court to the jury in this case.

Agreed _____ Granted _____ Denied _____

12. Any evidence or testimony referring to any declaration or statement of an alleged co-conspirator, or others, with Dow which was made out of the presence of Dow unless and until a proper predicate for the admissibility of such evidence is introduced. Such evidence is not admissible against Dow unless and until a prima facie showing of conspiracy is made by other testimony. TEX. R. CIV. EVID. 403.

Agreed _____ Granted _____ Denied _____

13. Any attempt to introduce into evidence or to question any witness concerning any discovery response made by Dow or any related Dow entity, in any other proceeding. TEX. R. CIV. EVID. 401, 402, 403.

Agreed _____ Granted _____ Denied _____

14. Any mention, insinuation, suggestion, or implication regarding the discovery objections of Dow, whether Dow asserted objections to discovery, whether Dow asserted any claim of privilege to any information or document, or whether any court denied or overruled any claim of privilege. TEX. R. EVID. 402, 403, 503.

Agreed _____ Granted _____ Denied _____

15. Any evidence or testimony or attempt to introduce into evidence or to question any witness concerning exposures of Plaintiff's co-workers or any other person not related to this case to any other chemicals besides asbestos because such unrelated exposures are irrelevant to this case. TEX. R. CIV. EVID. 401, 402, 403.

Agreed _____ Granted _____ Denied _____

16. Any mention, direct or indirect, of the fact of settlement negotiations and/or their content between plaintiff and Dow. TEX. R. CIV. EVID. 408.

Agreed _____ Granted _____ Denied _____

17. Any statement to the effect that any agent or attorney of Dow withheld or tampered with or destroyed evidence.

Agreed _____ Granted _____ Denied _____

18. Whether there are any agreements among defendants in this case relating to cost sharing or defense strategy.

Agreed _____ Granted _____ Denied _____

19. Whether Dow is a member of any group, association, or organization whose purpose is to arbitrate, settle, or resolve in any manner, litigation or conflict similar to that which is the subject of this suit.

Agreed _____ Granted _____ Denied _____

20. Any reference to nonparty clients of the attorneys involved and any reference to particular lawsuits or matters that the attorneys may have handled.

Agreed _____ Granted _____ Denied _____

21. That Defendants have filed cross-actions against each other.

Agreed _____ Granted _____ Denied _____

22. That juries in prior asbestos cases have awarded damages to other plaintiffs, including any reference to the size of the awards.

Agreed _____ Granted _____ Denied _____

23. That plaintiff's recovery will be shared with their attorney, or that they have been required to incur expenses to bring this suit.

Agreed _____ Granted _____ Denied _____

24. That defendants may have a liability insurance policy covering, in whole or in part, the plaintiff's cause of action.

Agreed _____ Granted _____ Denied _____

25. The contents of newspaper or magazine articles or television programs about or concerning asbestos and disease to the extent that this information is stated as facts or evidence to be considered by jury.

Agreed _____

Granted _____

Denied _____

26. Any mention, insinuation, or implication of the size of Dow's corporation, its financial prosperity or the value of its assets, or disparity in size of the parties. *See Wilmoth v. Limestone Prod. Co.*, 255 S.W.2d. 532, 534 (Tex. App.—Waco 1953, writ ref'd n.r.e.); *First National Bank v. Beavers*, 649 S.W. 2d. 288, 289-290 (Tex. App.—Texarkana 1981, writ ref's n.r.e.), TEX. R. EVID. 402, 403.

Agreed _____

Granted _____

Denied _____

27. That the jury panel or the juror should "do unto others as you would have them do unto you", or should apply the "Golden Rule".

Agreed _____

Granted _____

Denied _____

28. That the jury or jury panel should attempt to "send defendants a message" or any other such language which is calculated to have the jury assess the damages based upon an emotional response and not upon the evidence and the Court's charge.

Agreed _____

Granted _____

Denied _____

29. That the jury would "set the safety standards in Texas or any other area."

Agreed _____

Granted _____

Denied _____

30. Any testimony concerning the future consequences of any injury or disease, including future medical expenses, in the absence of medical testimony that in reasonable medical probability such conditions will occur.

Agreed _____

Granted _____

Denied _____

31. Any evidence of any type, whether testimonial or documentary, seeking to impute the knowledge of one Defendant to another Defendant for the purpose of showing actual knowledge or demonstrating that certain facts or risks were scientifically discoverable by parties not privy to the evidence sought to be introduced.

Agreed _____

Granted _____

Denied _____

32. Any testimony on behalf of any Plaintiff or any witness not timely designated and identified by Plaintiff's counsel.

Agreed _____

Granted _____

Denied _____

33. Any evidence Plaintiffs failed to produce or failed to identify in response to discovery. Texas law precludes the presentation of any witness Plaintiffs did not identify in answers to interrogatories, responses to request for disclosure or any evidence they failed to produce in response to discovery request. *See e.g. Gee v. Liberty Mutual Fire Ins. Co.*, 765 S.W.2d 394, 395 (Tex. 1989).

Agreed _____ Granted _____ Denied _____

34. Any suggestion that Defendant attempted to "hide witnesses," obstruct any official investigations or obstruct justice in any manner.

Agreed _____ Granted _____ Denied _____

35. Any exhibits, whether direct or demonstrative evidence, unless and until such are tendered, shown or exhibited to the Court and the opposing counsel, to allow time for examination and objection, if necessary.

Agreed _____ Granted _____ Denied _____

36. Stating that "preponderance of the evidence" means 51% of the evidence. This statement is not a correct definition as a matter of law.

Agreed _____ Granted _____ Denied _____

37. Asking if the venire has a specific bias against the Plaintiffs because they are asking for specific amounts of damages, stated as \$25-\$30 million dollars. This question seeks a commitment and/or prejudgment on the amount of Plaintiff's damages without hearing any evidence. This is argumentative. All potential jurors could be eliminated with this type of questioning. Plaintiff can effectively reduce the jury panel to those prone to award high damages resulting in a jury that is not a "cross-section" of the community.

Agreed _____ Granted _____ Denied _____

38. Any reference to joint venture in which Dow may have an interest.

Agreed _____ Granted _____ Denied _____

39. Any reference to any corporate mergers or acquisitions to which Dow is a party.

Agreed _____ Granted _____ Denied _____

40. Any reference to Dow being involved in litigation unrelated to the plaintiff's claim, including litigation related to breast implants.

Agreed _____ Granted _____ Denied _____

41. Any testimony by Plaintiffs' experts concerning their discussions with another expert, unless the discussions are of the "type reasonably relied upon by experts in the particular field informing opinions or inference upon the subject." See TEX. R. EVID. 703, 801-802; *Birchfield v. Texarkana Memorial Hosp.*, 747 S. W.2d. 361, 365 (Tex. 1987).

Agreed _____

Granted _____

Denied _____

42. Any attempt to elicit testimony from Dow witnesses about communications with any of their lawyers. Such communications are privileged. TEX. R. EVID. 503.

Agreed _____

Granted _____

Denied _____

43. Any mention, insinuation, or implication,

- a. of the probable testimony of a witness who is absent, unavailable, not called to testify in this case;
- b. of the probable testimony of a witness who is not allowed to testify, in any manner, in this case; or
- c. that Dow failed to call any witness equally available to any party in this action.

Agreed _____

Granted _____

Denied _____

44. Any attempt, in the presence of the jury, to seek or request Dow's attorneys to produce documents, to stipulate to any fact, to stipulate to the admissibility of any evidence, or to make any agreement.

Agreed _____

Granted _____

Denied _____

45. Requesting or suggesting in the presence of the jury that Dow or defense counsel produce any information, documents or written records or that Defendant or defense counsel has withheld documents, information, or records in this or any other case. TEX. R. EVID. 402, 403 AND 513.

Agreed _____

Granted _____

Denied _____

46. Before the Court rules on the law applicable to this case, any statement of the law other than regarding the burden of proof and the basic legal definitions counsel believe to be applicable.

Agreed _____

Granted _____

Denied _____

47. Any mention, insinuation, or implication regarding who pays the award of damages in this case, if any, or whether Dow will pay the damages, if any.

Agreed _____

Granted _____

Denied _____

48. Any mention, insinuation, or implication that Dow is a "foreign," or "alien" corporation, or any similar comment that may draw upon the prejudices of the jury because Dow is not a Texas corporation and is incorporated in Delaware.

Agreed _____

Granted _____

Denied _____

49. Any mention, insinuation, or implication attempting to impose liability upon and/or arouse prejudice against Dow simply because it is a corporation. Such evidence is irrelevant and the danger of unfair prejudice, confusion of the issues, and misleading the jury substantially outweighs any claimed relevance. TEX. R. EVID. 403.

Agreed _____

Granted _____

Denied _____

50. Any mention, insinuation, or implication to the jury that the Court can or may reduce the amount of the jury's award, if any, or review or modify the verdict, or that an appellate court can or may reduce the amount of the jury's award, if any or review or modify the verdict.

Agreed _____

Granted _____

Denied _____

51. Mentioning, insinuating, or implying that counsel for Dow are "corporate" or "big firm" lawyers because such matters are irrelevant and are intended only to inflame and bias the jury. TEX. R. EVID. 402, 403.

Agreed _____

Granted _____

Denied _____

52. Mentioning, insinuating, or implying the assets Dow had available for investigating and defending this case. Such matters are irrelevant and are intended only to inflame and bias the jury. TEX. R. EVID. 402, 403.

Agreed _____

Granted _____

Denied _____

53. Any mention or expression of Plaintiffs' counsel's personal opinions or beliefs:
- Regarding the merits of the case, or
 - That the case was properly or well investigated by the Plaintiffs or their attorneys before they filed suit.

Any such evidence is irrelevant, immaterial, prejudicial and outside the record and would constitute testimony from plaintiffs' attorney. See TEX. DISCIPLINARY R. PROF. CONDUCT 3.04(c)(3) and TEX. R. EVID. 402, 403.

Agreed _____ Granted _____ Denied _____

54. Any mention, insinuation, implication, or evidence referring to any other asbestos claims, including the amount paid in settlement of other asbestos claims, documents concerning settlements of other asbestos claims, and any other information regarding settlements or offers of settlement of this claim or other claims. There have been a number of claims against Dow based on alleged asbestos exposure. Such evidence is generally prohibited, and the fact of a settlement of another claim is irrelevant to the issues in this case. *Ford Motor Co. v. Leggat*, 904 S.W.2d 643, 649 (Tex.1995). Further, the danger of unfair prejudice, confusion of the issues, and misleading the jury substantially outweighs any claimed relevance. TEX. R. EVID. 403, 408.

Agreed _____ Granted _____ Denied _____

55. Evidence of other claims, including the files and reports regarding those claims, are inadmissible in that they are irrelevant. TEX. R. EVID. 402. A party seeking to introduce evidence of other complaints or claims, must establish that there is a substantial similarity between the product and circumstance. Absent that predicate, evidence of other complaints, claims, or the presentation of purported fact witnesses regarding those matters is irrelevant. Plaintiffs cannot use evidence from fact witnesses regarding other claims as a substitute for proof of liability in this case. Also it would result in undue delay, waste of time, or needless presentation of cumulative irrelevant evidence. Finally, the danger of unfair prejudice, confusion of the issues, and misleading the jury substantially outweighs any claimed relevance. TEX. R. EVID. 403.

Agreed _____ Granted _____ Denied _____

56. Any testimony or other evidence making or referring to interpretations concerning the meaning of a document or study without first authenticating the document and establishing that the witness is familiar with the contents and context of the document and the conditions and protocol surrounding any testing. TEX. R. EVID. 901. It is anticipated that Plaintiffs, through their experts and others, will attempt to present testimony as to the meaning of certain documents or studies without first identifying the document, authenticating it, and establishing the necessary foundation for being able to interpret the document's content, intent, or conclusions. Such evidence is in violation of the Texas Rules of Evidence and is completely unreliable. Its introduction will interject evidence that is irrelevant to the issues in this case. TEX. R. EVID. 402. Further, the danger of

unfair prejudice, confusion of the issues, and misleading the jury substantially outweighs any claimed relevance. TEX. R. EVID. 403.

Agreed _____

Granted _____

Denied _____

57. Any statements or other evidence by any corporate representative which is outside of that corporate representative's area of corporate knowledge, or solicited regarding subject matter outside of that upon which they were designated to testify. TEX. R. EVID. 802.

Agreed _____

Granted _____

Denied _____

58. Mentioning, stating, commenting on, or referring to any pretrial rulings by the Court, including the rulings on this motion or that Dow has attempted to prevent opposing counsel from mentioning or discussing certain matters before the jury. *TEIA v. Flores*, 603 S.W.2d 330 (Tex. App.--El Paso 1980, no writ).

Agreed _____

Granted _____

Denied _____

59. Displaying any photographs, charts, exhibits, or any other demonstrative exhibits to the jury without first having presented it to counsel for Dow outside the presence of the jury.

Agreed _____

Granted _____

Denied _____

60. Reading into evidence or showing the contents of any deposition (other than for purposes of impeachment of a live witness) unless the Plaintiffs have submitted such deposition excerpt or videotape to the Court and to counsel for Dow no later than 48 hours before counsel intends to use the deposition excerpt in court and counsel for Dow has had a reasonable opportunity to object to the excerpt and to have those objections ruled on by the Court outside the presence of the jury.

Agreed _____

Granted _____

Denied _____

61. Mentioning any side bar comments or other comments of attorneys recorded during deposition unless made for the purpose of clarifying a question.

Agreed _____

Granted _____

Denied _____

62. Directly addressing the jury at any time except during voir dire, opening, and closing.

Agreed _____

Granted _____

Denied _____

63. Any mention, insinuation, or implication that Dow or its attorneys hid or attempted to hide documents by labeling them privileged or by taking other means for protecting documents from disclosure as provided in the Texas Rules of Civil Procedure or by any other law.

Agreed _____ Granted _____ Denied _____

64. Any mention, insinuation, or implication of Dow's answers to requests for admissions that are a denial or refusal to admit a fact from any lawsuit including the case at bar.

Agreed _____ Granted _____ Denied _____

65. Any inference that Defendants' answers to requests for admissions are admissible against and/or attributable to other parties other than the Defendant to whom the admissions were addressed.

Agreed _____ Granted _____ Denied _____

66. Any cumulative, repetitive testimony by any witness, particularly Plaintiffs' testifying experts. TEX. R. EVID. 403.

Agreed _____ Granted _____ Denied _____

67. Any evidence of testing, experimentation or claimed reenactment of a work environment without first establishing the proper predicate that there is substantial similarity between the conditions of the testing, experimentation or claimed reenactment and those surrounding the event allegedly giving rise to the litigation. *See Ford Motor Company v. Nowak* 638 S.W. 2d 582 (Tex. App.—Corpus Christi, 1982); *Ft. Worth & Denver Railway Company v. Williams*, 375 S.W. 2d 279 (Tex. 1964).

Agreed _____ Granted _____ Denied _____

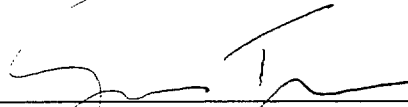
68. That all counsel are to instruct and advise their clients, witnesses, and experts as to the rulings of the Court regarding the Motion in Limine.

Agreed _____ Granted _____ Denied _____

Dow respectfully prays that the Court grant its Motion in Limine and for such other and further relief, both general and special, legal and equitable, to which it may show itself justly entitled.

Respectfully submitted,

ABBOTT, SIMSES, KNISTER & KUCHLER



LAWRENCE E. ABBOTT*

State Bar No. 00795846

400 Lafayette Street, Suite 200

New Orleans, Louisiana 70130

Telephone: (504) 568-9393

Fax: (504) 524-1933

Attorneys for Defendant,

The Dow Chemical Company

*signed by permission

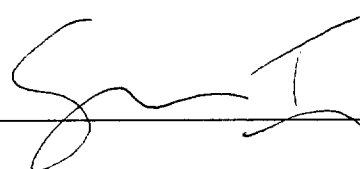
Sarah E. Iiams

Louisiana State Bar No. 22418

Admitted *Pro Hac Vice* in these matters

CERTIFICATE OF SERVICE

I DO HEREBY CERTIFY that true and correct copies of the foregoing were served upon all attorneys of record via facsimile and/or United States Mail, properly pre-addressed and postage prepaid, on this 5 day of September 2001, in accordance with Texas Rules of Civil Procedure.



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IN RE: ALL ASBESTOS-RELATED
PERSONAL INJURY OR DEATH
CASES FILED IN OR BE FILED IN
DALLAS COUNTY, TEXAS

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IN THE CIVIL DISTRICT COURTS

OF DALLAS COUNTY, TEXAS

**ORDER GRANTING THE DOW CHEMICAL
COMPANY'S MOTION IN LIMINE**

On the _____ day of _____ 2001, The Dow Chemical Company's Motion in Limine was considered and heard by this Court, and after considering the motion and the arguments of counsel, the Court finds that the Defendant's motion is meritorious and should be granted. It is, therefore,

ORDERED that The Dow Chemical Company's specific motions in limine numbered 1 through 68 are ruled upon as follows:

Motion in Limine No. 1:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 2:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 3:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 4:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 5:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 6:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 7:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 8:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 9:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 10:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 11:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 12:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 13:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 14:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 15:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 16:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 17:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 18:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 19:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 20:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 21:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 22

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 23:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 24:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 25:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 26:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 27:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 28:

☐ GRANTED ☐ DENIED ☐ MODIFIED_____

Motion in Limine No. 29:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 30:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 31:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 32:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 33:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 34:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 35:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 36:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 37:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 38:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 39:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 40:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 41:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 42:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 43:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 44:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 45:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 46:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 47:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 48:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 49:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 50:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 51:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 52:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 53:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 54:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 55:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 56:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 57:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 58:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 59:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 60:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 61:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 62:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 63:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 64:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 65:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 66:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 67:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Motion in Limine No. 68:

☐ GRANTED ☐ DENIED ☐ MODIFIED _____

Judge Presiding

ABBOTT, SIMSES, KNISTER & KUCHLER

A Professional Law Corporation

400 LAFAYETTE STREET
SUITE 200
NEW ORLEANS, LOUISIANA 70130
TELEPHONE: (504) 568-9393
FAX: (504) 524-1933

5100 VILLAGE WALK
SUITE 200
COVINGTON, LOUISIANA 70433
TELEPHONE: (985) 893-2991
FAX: (985) 893-0383

1360 POST OAK BOULEVARD
SUITE 1700
HOUSTON, TEXAS 77056
TELEPHONE: (713) 627-9393
FAX: (713) 627-9395

REPLY TO:
NEW ORLEANS OFFICE

MICHELE D. ALLEN

Admitted in
Louisiana, Florida
and New Jersey

MAllen@abbott-simses.com

September 5, 2001

Via Certified Mail, R*R*R*
7000 1670 0012 3238 4196

Ms. Patricia Robbins
Asbestos Court Administrator
68th Judicial District Court
600 Commerce Street
3rd Floor, George L. Allen, Sr. Courts Bldg.
Dallas, Texas 75202

Re: All Asbestos-Related Personal Injury or Death Cases Filed or to be Filed in Dallas County, Texas

Dear Ms. Robbins:

Pursuant to the May 5, 1999 Master Asbestos Case Management Order, please find enclosed an original and two (2) copies of The Dow Chemical Company's Motion in Limine for filing in the Master Pleadings File.

Please file the above in your usual manner and file-stamp a copy of the enclosed pleading and return same to the undersigned in the self-addressed, stamped envelope attached herein for your convenience.

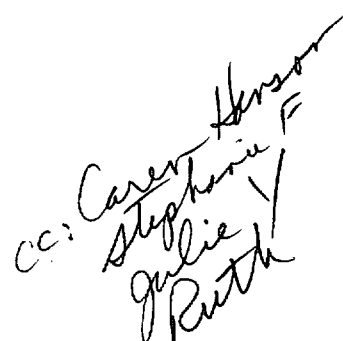
By copy of this letter, with enclosures, all counsel of record is notified of this filing.

Please note that we did not include a Fiat with the enclosed Motion. In advance of trial, we will confer with opposing counsel in that case to determine if there are any objections to the Motion before seeking a hearing.

Thank you for your assistance and cooperation in this matter.

Yours very truly,


Michele D. Allen

cc: 

MDA/slp
Enclosures

cc: All Known Counsel of Record (w/encl.)

Via First Class Mail

cc: D. Leanne Jackson, Esquire (w/encl.)	<i>Via Certified Mail, R*R*R* 7099 3400 0015 0069 8810</i>
Stephanie Finch, Esquire (w/encl.)	<i>Via Certified Mail, R*R*R* 7099 3400 0015 0069 8803</i>
Elizabeth Schick, Esquire (w/encl.)	<i>Via Certified Mail, R*R*R* 7099 3400 0015 0069 8797</i>
Marty A. Morris, Esquire (w/encl.)	<i>Via Certified Mail, R*R*R* 7099 3400 0015 0069 8780</i>
Wesley K. Young, Esquire (w/encl.)	<i>Via Certified Mail, R*R*R* 7099 3400 0015 0069 8773</i>
Damon J. Chargois, Esquire (w/encl.)	<i>Via Certified Mail, R*R*R* 7099 3400 0015 0069 8766</i>
Edward M. Slaughter, Esquire (w/encl.)	<i>Via Certified Mail, R*R*R* 7099 3400 0015 0069 7172</i>
Joseph F. Bruegger, Esquire(w/encl.)	<i>Via Certified Mail, R*R*R* 7099 3400 0015 0069 7165</i>
Chris S. Quillin, Esquire (w/encl.)	<i>Via Certified Mail, R*R*R* 7099 3400 0015 0069 7158</i>
P. Michael McCullough, Jr., Esquire (w/encl.)	<i>Via Certified Mail, R*R*R* 7099 3400 0015 0069 7141</i>
Robbie S. Partida-Kipness, Esquire (w/encl.)	<i>Via Certified Mail, R*R*R* 7099 3400 0015 0069 7134</i>