UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION

ALYSSON MILLS, IN HER CAPACITY AS RECEIVER FOR ARTHUR LAMAR ADAMS AND MADISON TIMBER PROPERTIES, LLC,

Plaintiff,

v.

BUTLER SNOW LLP et al.,

Defendants.

Case No. 3:18-cv-00866-CWR-BWR

Hon. Carlton W. Reeves

REPLY IN SUPPORT OF BAKER DONELSON'S MOTION *IN LIMINE* TO EXCLUDE EVIDENCE OF LIABILITY INSURANCE
(Motion *in Limine* No. 3)

Baker Donelson's Motion *in Limine* No. 3 seeks an order, pursuant to Federal Rules of Evidence 401, 403, and 411, "excluding evidence of, or reference to, its liability insurance, including to a 2011 disclosure form (the 'ALAS Disclosure Form') that Baker Donelson's liability insurer requested." ECF No. 300 (Baker Donelson's Memo ISO Motion *in Limine* No. 3, hereinafter "Mem.") at 1. The Receiver's Opposition appears to agree the topic of liability insurance should be avoided, but contends the ALAS Disclosure Form is admissible because it "is relevant to what Baker Donelson knew or should have known in 2011, when it was executed." ECF No. 317 (Receiver's Opp'n to Baker Donelson's Motion *in Limine*, hereinafter "Opp'n") at 8. The Receiver's arguments are unavailing.

First, as the Receiver acknowledges, Rule 411 prohibits admission of "[e]vidence that a person was or was not insured against liability" for the purpose of proving "whether the person acted negligently or otherwise wrongfully." The Receiver argues the ALAS Disclosure Form is nonetheless admissible for a different "purpose" because (i) "[t]he fact that insurers including

ALAS require such disclosures is relevant to what Baker Donelson knew or should have known and when" and (ii) "[t]he disclosure form itself is relevant to what Baker Donelson knew or should have known in 2011, when it was executed." Opp'n at 8.

Neither argument works because the ALAS Disclosure Form is not probative of either purpose. (i) The fact an insurer asks for information does not mean a law firm should have known it. More importantly, (ii) the ALAS Disclosure Form did not give Baker Donelson knowledge of anything relevant. It does not identify Alexander Seawright Timber Fund I, LLC or even mention timber. It lists a sushi restaurant, a symphony orchestra, and a company named "Alexander Seawright, LLC." Identifying the ***name*** of a company is a far cry from identifying the ***activities*** of that company, let alone those of a separate, undisclosed timber company.

Second, even were there some relevance to the ALAS Disclosure Form, its admission would be far more prejudicial than probative because it discloses the fact of Baker Donelson's liability insurance. Fed. R. Evid. 403. Allowing the Receiver to put the ALAS Disclosure Form into evidence would be a backdoor way of telling the jury Baker Donelson possesses liability insurance. Reference to liability insurance "would induce juries to decide cases on improper grounds." Fed. R. Evid. 411 (Official Comment); *see also Lee v. Jackson County*, 2017 WL 11674720, at *5 (S.D. Miss. Feb. 13, 2017) (granting motion *in limine* to prevent reference to liability insurance because, even if such evidence were "marginally relevant, its probative value is substantially outweighed by the dangers of unfair prejudice, confusion of the issues, and misleading the jury" (citing Fed. R. Evid. 403)).

Rather than rebutting the prejudice, the Receiver insists the ALAS Disclosure Form "provides no hint of . . . [the] existence of insurance." Opp'n at 9. But the first column refers to the "name of the ***assured***" and the last one to the "[percentage] controlled by the ***assured***." ECF

No. 299, Ex. 3 (Alas Disclosure Email). And, more fundamentally, the ALAS Disclosure Form cannot be fully explained without informing the jury Baker Donelson carries liability insurance. Mem. at 5. The Receiver does not dispute this. The ALAS Disclosure Form should be excluded under Rules 402, 403, and 411.

At an absolute minimum, if the ALAS Disclosure Form were to be received in evidence, the Receiver should be forbidden from asking questions, or making statements, linking the document to a liability insurer, or identifying ALAS as a liability insurer. While the jury would need to learn the ALAS Disclosure Form was requested by an outside organization, ALAS should not be identified as a liability insurer. In addition, the Receiver should be forbidden from making references to "liability insurance," "malpractice insurance," "insurance coverage," insurance "underwriting," or "Attorneys' Liability Assurance Society."

CONCLUSION

Baker Donelson respectfully requests the Court enter an order excluding evidence of or reference to its liability insurance, including the ALAS Disclosure Form.

Respectfully submitted,

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ PC

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CERTIFICATE OF SERVICE

I hereby certify that on February 25, 2026, I caused the foregoing to be electronically filed with the Clerk of the Court using CM/ECF, which will send notification of such filing to all registered participants.

/s/ Craig D. Singer
Craig D. Singer