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8 **United States District Court**
9 **District of Idaho**
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11 Dornoch Holdings International, LLC,
12 *et al.*,

CV 10-00135 TJH

13 Plaintiffs,

14 v.

Order

15 Conagra Foods Lamb Weston, Inc., *et*
16 *al.*,

17 Defendants.

18 The Court has considered the following motions, together with the moving and
19 opposing papers:

20 1. Conagra Foods Lamb Weston, Inc.’s (“Conagra”) motion *in limine* to exclude
21 the use of the words “partnership” and “joint venture”;

22 2. Dornoch Holdings International, LLC’s (“Dornach”) first motion *in limine*
23 to bar Conagra from presenting evidence not produced during discovery regarding the
24 oily fries interrogatory;

25 3. Dornoch’s second motion *in limine* to bar evidence and argument that Conagra
26 was damaged or that Dornoch committed a misrepresentation;

27 4. Dornoch’s third motion *in limine* to exclude the testimony of Rios and
28 McClure;

1 5. Dornoch's fourth motion *in limine* to bar argument that the Transition
2 Agreement was binding, or that Conagra believed it was binding;

3 6. Dornoch's fifth motion *in limine* to bar evidence and argument concerning
4 unpled affirmative defenses;

5 7. Dornoch's sixth motion *in limine* to exclude the testimony of Mackell;

6 8. Dornoch's seventh motion *in limine* to exclude the testimony of Richardson;
7 and

8 9. Dornoch's eighth motion *in limine* to exclude evidence and argument of the
9 original purchase price of UNISUR.

10 **It is Ordered** that Conagra's motion *in limine* to exclude the use of the words
11 "partnership" and "joint venture" be, and hereby is, **Denied**.

12 **It is further Ordered** that Dornach's first motion *in limine* to bar Conagra from
13 presenting evidence not produced during discovery regarding the oily fries interrogatory
14 be, and hereby is, **Granted**.

15 **It is further Ordered** that Dornoch's second motion *in limine* to bar evidence
16 and argument that Conagra was damaged or that Dornoch committed a
17 misrepresentation be, and hereby is, **Denied**.

18 **It is further Ordered** that Dornoch's third motion *in limine* to exclude the
19 testimony of witnesses Rios and McClure be, and hereby is, **Denied** with leave to
20 renew only as to McClure. No evidence was presented regarding whether Dornoch ever
21 subpoenaed McClure to appear at a deposition or whether McClure is currently
22 unavailable.

23 **It is further Ordered** that Dornoch's fourth motion *in limine* to bar argument
24 that the Transition Agreement was binding be, and hereby is, **Granted** in part.
25 Conagra may introduce evidence and argument that it believed the Transition
26 Agreement was binding.


27 **It is further Ordered** that Dornoch's fifth motion *in limine* to bar evidence
28 and argument concerning unples affirmative defenses be, and hereby is, **Granted**.

1 **It is further Ordered** that Dornoch's sixth motion *in limine* to exclude the
2 testimony of Mackell be, and hereby is, **Granted** in part. Mackell may not testify to
3 legal conclusions, interpretations of contractual terms, interpretation of the viability of
4 Dornoch's claims, legal definitions, the implication of the Option Contract, and the intent
5 behind the actions of any party. Mackell may, however, testify as to the reasonableness
6 of Conagra's decision to not exercise the Option Contract, his opinion that UNISUR was
7 a failed business, and other financial analyses.

8 **It is further Ordered** that Dornoch's seventh motion *in limine* to exclude the
9 expert testimony of Richardson be, and hereby is, **Denied**.

10 **It is further Ordered** that Dornoch's eighth motion *in limine* to exclude
11 evidence and argument of the original purchase price of UNISUR be, and hereby is,
12 **Denied**.

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14 Date: December 21, 2012

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17 Terry J. Hatter, Jr.
18 Senior United States District Judge
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