

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ANTHONY FREDIANELLI,
Plaintiff,
v.
STEPHAN JENKINS, *et al.*,
Defendants.

No. C-11-3232 EMC
**PROPOSED LIMITING INSTRUCTION
ON THIRD EYE BLIND INTER PARTY
AGREEMENTS**
(Docket No. 230)

As stated at the hearing on October 7, 2013, the Court shall allow Plaintiff to introduce the Third Eye Blind Inter Party Agreements as evidence but subject to a limiting instruction. Below is the Court’s proposed limiting instruction. Any objections shall be addressed prior to the introduction of the evidence.

///
///
///
///
///
///
///
///
///
///
///
///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


INSTRUCTION NO. 1.8
EVIDENCE FOR LIMITED PURPOSE –
“THIRD EYE BLIND INTER PARTY AGREEMENTS”

The document “Third Eye Blind Inter Party Agreements” is being admitted for a limited purpose only. You must consider it only for that limited purpose and for no other.

The document “Third Eye Blind Inter Party Agreements” does *not* constitute the parties’ contract but may be considered as evidence of what the terms of the parties’ oral agreement were. Although the document refers to Band members being shareholders, the Court has already found that there was in fact no agreement to this business structure.

IT IS SO ORDERED

Dated: October 7, 2013



EDWARD M. CHEN
United States District Judge