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5 **UNITED STATES DISTRICT COURT**
6 **NORTHERN DISTRICT OF CALIFORNIA**
7 **SAN FRANCISCO DIVISION**
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9 GARDENSENSOR, INC., a Delaware
10 Corporation, formerly known as
11 PLANTSENSE, INC., a Delaware
Corporation,

12 Plaintiff,

13 v.

14 BLACK & DECKER (U.S.), INC., a
Maryland Corporation,

15 Defendant.
16

Case No. 12-cv-03922 NC

**SUPPLEMENTAL PROPOSED
FINAL JURY INSTRUCTION**

17 **V. PlantSense's Breach of Contract Claim Against Black & Decker**


18 1. Meaning of Contract

19 You are not asked to interpret the meaning of the contract. In deciding the facts of
20 this case, you must not consider the testimony of witnesses about their understanding of
21 what the contract means.

22 Despite the parties' disagreement about the meaning of the term "marketing
23 placement spend" used in the contract, the term is clear and unambiguous and means
24 marketing funds spent to support the launch and sale of the PlantSmart product.

25 IT IS SO ORDERED.

26 Date: November 5, 2014

27 
Nathanael M. Cousins
United States Magistrate Judge
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JURY INSTRUCTION