IN THE IOWA DISTRICT CO	OURT FOR MILLS COUNTY NO. LACV026844
Plaintiff, vs. THE GLENWOOD GOLF CORPORATION,	DEFENDANT THE GLENWOOD GOLF CORPORATION'S PROPOSED FINAL JURY INSTRUCTIONS
Defendant.	
COMES NOW the Defendants, The Gl following be included in the Court's Instruction	lenwood Golf Corporation, and request that the
R	Lespectfully submitted,
l	NH Farson
K N 4. S V 7	Villiam H. Larson AT0009088 CLASS LAW FIRM, L.L.P. Mayfair Center, Upper Level 280 Sergeant Road, Suite 290 ioux City, IA 51106 VWW.KLASSLAW.COM 12/252-1866 12/252-5822 fax
A	ATTORNEYS FOR DEFENDANT
Copy to:	
Joseph Hrvol Stephen Rubes 541 6th Avenue Council Bluffs, IA 51503	
The undersigned instrument was above cause the herein at their on the pleading By: U	ERTIFICATE OF SERVICE ned certifies that the foregoing as served upon all parties to the to each of the attorneys of record r respective addresses disclosed ng on September 18, 2019 J.S. Mail facsimile land delivered Overnight courier mail LECF

Members of the jury: The different claims in this case require a description of the parties. Terry K. Jones and Christine Jones are the Plaintiffs. The Plaintiffs have made two claims against the Defendant The Glenwood Golf Corporation. The claims against The Glenwood Golf Corporation arise out of its status as golf course owner, and as owner of the golf cart driven by the released party, Jeffrey Jones. Terry K. Jones has settled his claims against Jeffrey Jones and Jeffrey Jones is what the law calls a released party, which will be explained to you further in other instructions.

Plaintiffs allege that the Glenwood Golf Corporation as course owner breached its duty to protect Plaintiff Terry K. Jones from the acts of Jeffrey Jones, a released party. In doing so, Plaintiffs allege that Glenwood Golf Corporation as course owner maintained a poorly designed bridge. For purposes of this claim of premises liability, Defendant The Glenwood Golf Corporation will be referred to as "Glenwood Golf Corporation, (Golf Course Owner)." Defendant "Glenwood Golf Corporation, (Golf Course Owner)" denies it was negligent in failing to protect against Jeffrey Jones' acts, and contends that the bridge was properly designed, constructed and maintained.

Plaintiffs also allege that Jeffrey Jones was negligent in his operation of a golf cart owned by the Defendant Glenwood Golf Corporation, that the negligence of Mr. Jeffrey Jones caused an accident that ejected Mr. Terry K. Jones from the cart, and that Mr. Terry K. Jones was injured. The Defendant, The Glenwood Golf Corporation, admits that the golf cart that Terry K. Jones was a passenger in was owned by The Glenwood Golf Corporation under Iowa law. For purposes of this claim of negligence in the operation of the golf cart by Jeff Jones, Defendant The Glenwood Golf Corporation will be referred to as "Glenwood Golf Corporation, (Golf Cart Owner)" Jeffrey Jones, a released party, and "Glenwood Golf

Corporation, Golf Cart Owner" are to be treated as a single party for the purposes of determining their fault for the operation of the golf cart.

"Glenwood Golf Corporation, Course Owner," alleges that if it was negligent that

Jeffrey Jones, a released party, was comparatively negligent in the operation of the golf cart

and legally caused the damages to Plaintiffs, if any. "Glenwood Golf Corporation, Course

Owner" further alleges as an affirmative defense that the sole proximate cause of the damage
to Plaintiffs, if any, was the cause of Jeffrey Jones, a released party. Do not consider this
summary as proof of any claim. Decide the facts from the evidence and apply the law which
I will now give you.

Iowa Civil Jury Instruction Nos. 100.1, 400.2 Comparative Fault Authority: Iowa Code 668.3(3)

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INSTRUCTION NO.

My duty is to tell you what the law is. Your duty is to accept and apply this law.

You must consider all of the instructions together because no one instruction includes all of the applicable law. The order in which I give these instructions is not important.

Your duty is to decide all fact questions.

As you consider the evidence, do not be influenced by any personal sympathy, bias, prejudices or emotions. Because you are making very important decisions in this case, you are to evaluate the evidence carefully and avoid decisions based on generalizations, gut feelings, prejudices, sympathies, stereotypes, or biases. The law demands that you return a just verdict, based solely on the evidence, your reason and common sense, and these instructions. As jurors, your sole duty is to find the truth and do justice.

Iowa Civil Jury Instruction No. 100.2.

Occasionally, after a jury retires to the jury room, the members have questions. I have prepared the instructions after carefully considering this case with the parties and lawyers. I have tried to use language which is generally understandable. Usually questions about instructions can be answered by carefully re-reading them. If however, any of you feel it necessary to ask a question, you must do so in writing and deliver the question to the court attendant. I cannot communicate with you without first discussing your question and potential answer with the parties and lawyers. This process naturally takes time and deliberation before I can reply. The foreperson shall read my response to the jury. Keep the written question and response and return it to the Court with the verdict.

The court attendant who has been working with me on this case is in the same position as I am. He/She has taken an oath not to communicate with you except to ask if you have agreed upon a verdict. Please do not put him/her on the spot by asking him/her any questions. You should direct your questions to the Court and not to the court attendant.

During the trial, the Court has ruled upon objections to evidence which have, from time to time, been made by counsel, and this Court has done so according to the rules of evidence. Such rulings made by the Court are the responsibility of the Court solely, and in your consideration of the case you will give no significance or weight whatever to such rulings, and you will consider only such evidence as has been received before you, and which has not been stricken by the Court.

Whenever a party must prove something they must do so by the preponderance of the evidence.

To prove something by a preponderance of the evidence means to prove that something is more likely true than not. In other words, a preponderance of the evidence in this case means such evidence, as when considered and compared with that opposed to it, has more convincing force and produces in your minds a belief that what is sought to be proven is more likely true than not true.

The preponderance of the evidence does not depend upon the number of witnesses testifying on one side or the other.

In determining whether any fact in issue has been proved by a preponderance of the evidence, you may, unless otherwise instructed, consider the testimony of all witnesses, regardless of who may have called them, and all exhibits received into evidence, regardless of who may have produced them.

Adopted from Iowa Civil Jury Instruction No. 100.3.

INSTRUCTION NO.

You will decide the facts from the evidence. Consider the evidence using your observations, common sense and experience. You must try to reconcile any conflicts in the evidence; but, if you cannot, you will accept the evidence you find more believable.

In determining the facts, you may have to decide what testimony you believe. You may believe all, part or none of any witnesses' testimony.

There are many factors which you may consider in deciding what testimony to believe, for example:

- 1. Whether the testimony is reasonable and consistent with other evidence you believe;
 - 2. The witnesses' appearance, conduct, age, intelligence, memory and knowledge of the acts; and,
 - 3. The witnesses' interest in the trial, their motive, candor, bias and prejudice.

Iowa Civil Jury Instruction No. 100.9.

INSTRUCTION NO.

You shall base your verdict only upon the evidence and these instructions.

Evidence is:

- 1. Testimony in person or by deposition.
- 2. Exhibits received by the court.
- 3. Stipulations which are agreements between the attorneys.
- 4. Any other matter admitted (e.g. answers to interrogatories, matters which judicial notice was taken, and etc.).

Evidence may be direct or circumstantial. The weight to be given any evidence is for you to decide.

Sometimes, during a trial, references are made to pre-trial statements and reports, witnesses' depositions, or other miscellaneous items. Only those things formally offered and received by the court are available to you during your deliberations. Documents or items read from or referred to which were not offered and received into evidence, are not available to you.

The following are not evidence:

- 1. Statements, arguments, questions and comments by the lawyers.
- 2. Objections and rulings on objections.
- 3. Any testimony I told you to disregard.
- 4. Anything you saw or heard about this case outside the courtroom.

Iowa Civil Jury Instruction No. 100.4.

INSTRU	UCTION	NO.
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There are two types of evidence, direct evidence and circumstantial evidence. Direct evidence is the evidence of the witness to a fact or facts of which they have knowledge by means of their senses. Circumstantial evidence is the proof of a chain of circumstances pointing to the existence or nonexistence of certain facts.

The law makes no distinction between direct and circumstantial evidence but simply requires that the jury find the facts in accordance with the preponderance of all the evidence in this case, both direct and circumstantial.

INSTRUCTION NO.	
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You have heard testimony from persons described as experts. Persons who have become experts in a field because of their education and experience may give their opinion on matters in that field and the reasons for their opinion.

Consider expert testimony just like any other testimony. You may accept it or reject it. You may give it as much weight as you think it deserves, considering the witness' education and experience, the reasons given for the opinion, and all the other evidence in the case.

Iowa Civil Jury Instruction No. 100.12

INSTRUCTION NO
An expert witness was asked to assume certain facts were true and to give an opinion
based on that assumption. This is called a hypothetical question. If any fact assumed in the
question has not been proved by the evidence, you should decide if that omission affects the
value of the opinion.

INSTRUCTION NO
Certain Testimony has been read into evidence from a deposition or played by
videotape. A deposition is testimony taken under oath before the trial and preserved in
writing. Consider that testimony as if it had been given in court.

Iowa Civil Jury Instruction No. 100.5.

INSTRUCTION NO.	
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During this trial, you have heard the word 'interrogatory'. An interrogatory is a written question asked by one party of another, who must answer it under oath in writing. Consider interrogatories and the answers to them as if the questions had been asked and answered here in court.

Iowa Civil Jury Instruction No. 100.6

You have heard evidence claiming Jeffrey Jones made statements before this trial while under oath which were inconsistent with what Jeffrey Jones said in this trial. If you find these statements were made and were inconsistent, then you may consider them as part of the evidence, just as if they had been made at this trial.

You may also use these statements to help you decide if you believe Jeffrey Jones. You may disregard all or any part of the testimony if you find the statements were made and were inconsistent with the testimony given at trial, but you are not required to do so. Do not disregard the trial testimony if other evidence you believe supports it, or if you believe it for any other reason.

Iowa Civil Jury Instruction 100.14

INSTRUCTION NO.

In these instructions I will be using the term "fault". Fault means one or more acts or omissions towards the person of the actor or of another which constitutes negligence.

"Negligence" means failure to use ordinary care. Ordinary care is the care which a reasonably careful person would use under similar circumstances. "Negligence" is doing something a reasonably careful person would not do under similar circumstances, or failing to do something a reasonably careful person would do under similar circumstances.

Iowa Civil Jury Instruction Nos. 400.1 and 700.2.

INSTRUCTION NO
The mere fact an accident occurred does not mean a party was negligent or at fault.
Iowa Civil Jury Instruction No. 700.8. [Modified]
Towa Civil sary instruction 100. 700.0. [Wouthed]
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INSTRUCTION NO
The fact the Defendant is a corporation should not affect your decision. All person
are equal before the law, and corporations, whether large or small, are entitled to the same
fair and conscientious consideration by you as any other person.
Iowa Civil Jury Ins. 100.20

INSTRUCTION NO
The Defendant is not liable for injuries or damages caused by a condition that is
known or obvious to a person in the Plaintiff's position unless the Defendant should
anticipate the harm despite such knowledge or obviousness.

Iowa Civil Jury Ins. 900.6

INSTRUCTION NO
A condition is known if one is aware or conscious of its existence and of the risk of
harm it presents.
A condition is obvious when both the condition and risk of harm are apparent to and
would be recognized by a reasonable person in the position of a visitor exercising ordinary
perception, intelligence, and judgment.
Iowa Civil Jury Ins. 900.7

"Proper lookout" is the lookout a reasonable person would keep in the same or similar situation. It means more than looking and seeing. It includes being aware of one's own movements in relation to things seen or that could have been seen in the exercise of ordinary care.

Iowa Civil Jury Ins. 700.12

INSTRUCTION NO.

On Plaintiff's claim against Defendant "Glenwood Golf Corporation (Golf Course Owner)," plaintiff must prove all of the following propositions:

- 1. The defendant knew or in the exercise of reasonable care should have known of a condition on the premises and that it involved an unreasonable risk of injury to a person in the plaintiff's position.
- 2. The defendant knew or in the exercise of reasonable care should have known:
 - a. the plaintiff would not discover the condition, or
 - b. the plaintiff would not realize the condition presented an unreasonable risk of injury, or
 - c. the plaintiff would not protect himself from the condition.
- 3. The defendant was negligent in the following:

[Plaintiff to provide particulars]

- 4. The negligence was a cause of the plaintiff's damage.
- 5. The nature and extent of damage.

If the plaintiff has failed to prove any of these propositions, the plaintiff is not entitled to damages.

Iowa Civil Jury Ins. 900.1

INSTRUCTION NO.

Owners and occupiers owe a duty to exercise reasonable care in the maintenance of their premises for the protection of lawful visitors. You may consider the following factors in evaluating whether the Defendant "Glenwood Golf Corporation (Golf Course Owner)" has exercised reasonable care for the protection of lawful visitors:

- 1. The foreseeability or possibility of harm;
- 2. The purpose for which the visitor entered the premises;
- 3. The time, manner, and circumstances under which the visitor entered the premises;
- 4. The use to which the premises are put or are expected to be put;
- 5. The reasonableness of the inspection, repair, or warning;
- 6. The opportunity and ease of repair or correction or giving of the warning; and
- 7. The burden on the land occupier and/or community in terms of inconvenience or cost in providing adequate protection.
- 8. Any other factor shown by the evidence bearing on this question.

Iowa Civil Jury Ins. 900.2

Damages may be the fault of more than one person. In comparing fault, you should consider all of the surrounding circumstances as shown by the evidence, together with the conduct of Jeffrey Jones who has been released by the Plaintiff, and "Defendant Glenwood Golf Corporation (Golf Course Owner)," and the extent of the causal relation between their conduct and the damages claimed. You should then determine what percentage, if any, each person's fault contributed to the damages. "Defendant The Glenwood Golf Corporation (Golf Cart Owner)" and Jeffrey Jones are to be treated as a single party for the purposes of determining their percentage of fault for the operation of the golf cart.

Iowa Uniform Jury Instruction No. 400.2 Comparative Fault Authority – Iowa Code 668.3(3)

INSTRUCTION NO
The conduct of a party is a cause of damage when the damage would not have
happened except for the conduct.
Iowa Civil Jury Instruction No. 700.3 (Cause-Defined)
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Plaintiffs and the "Glenwood Golf Corporation, (Golf Course Owner)" claim that

Jeffrey Jones (released party) was at fault for this accident. Plaintiffs and "Glenwood Golf

Corporation, (Golf Course Owner)" allege that Jeffrey Jones was negligent in one or more of
the following particulars:

- a). Failing to exercise ordinary care under the circumstances; or
- b). Failing to have the golf cart under control; or
- c). Failing to maintain a proper lookout to avoid striking the bridge; or
- d). Failing to operate the golf cart at a careful and prudent speed not greater than was reasonable.

These grounds of fault have been explained to you in other instructions.

Plaintiffs and Defendant "Glenwood Golf Corporation (Golf Course Owner)" must prove both of the following propositions:

- 1. Jeffrey Jones was at fault. In order to prove fault, Plaintiffs and the Defendant "Glenwood Golf Corporation (Golf Course Owner)" must prove Jeffrey Jones failed to exercise ordinary care under the circumstances, failed to have the golf cart under control, failed to maintain a proper lookout to avoid striking the bridge, or failed to operate the golf cart at a careful and prudent speed not greater than was reasonable.
- 2. Jeffrey Jones' fault was a cause of the plaintiffs' damage.

If the Plaintiffs and Defendant "Glenwood Golf Corporation (Golf Course Owner)" has failed to prove either of these propositions, you cannot assign any percentage of fault to Jeffrey Jones. If both these propositions have been proven, then you will assign a percentage of fault against Jeffrey Jones and include Jeffrey Jones' fault in the total percentage of fault found by you in answering the special verdicts. Defendant "Glenwood Golf Corporation (Golf Cart Owner)" and Jeffrey Jones are to be considered a single party for purposes of determining fault.

E-FILED 2019 SEP 18 4:46 PM MILLS - CLERK OF DISTRICT COURT Iowa Civil Jury Instruction Nos. 400.10, 600.1, 600.7, 600.9, and 600.72

INSTRUCTION NO
Any person driving a golf cart shall drive at a careful speed not greater than nor less
than is reasonable and proper, having due regard for the traffic, surface, and width of the road
and of any other existing conditions. A violation of this law is negligence.
Iowa Civil Jury Instruction No. 600.1.

INSTRUCTION NO
A driver must have his or her golf cart under control. It is under control when the
driver can guide and direct its movement, control its speed and stop it reasonably fast. A
violation of this duty is negligence.
Iowa Civil Jury Instruction No. 600.7.

INSTRUCTION NO
"Proper lookout" is the lookout a reasonable person would keep in the same or
similar situation. It means more than looking and seeing. It includes being aware of the
operation of the driver's golf cart in relation to what the driver saw or should have seen.
A violation of this duty is negligence.

Iowa Civil Jury Instruction No. 600.72

Defendant "Glenwood Golf Corporation (Golf Course Owner)" claims the sole proximate cause of the plaintiff's damages was the conduct of Jeffrey Jones. Sole proximate cause means the only proximate cause. Defendant must prove both of the following propositions:

- 1. The conduct of Jeffrey Jones occurred.
- 2. The conduct of Jeffrey Jones was the only proximate cause of plaintiff's damage.

If defendant The Glenwood Golf Corporation (Golf Course Owner)" has failed to prove either of these propositions, the defendant has failed to prove the defense of sole proximate cause. If the defendant has proved both of these propositions, the defendant has proved the defense of sole proximate cause and you must find the fault of defendant The "Glenwood Golf Corporation (Golf Course Owner)," if any, was not a proximate cause of plaintiff's damages when you answer the special verdicts.

Iowa Uniform Jury Instruction No.700.5.

INSTRUCTION NO.

The law does not impose liability for negligence unless the breach of a duty of care is also the cause in fact of the Plaintiff Terry K. Jones' claimed damages. The defendant "Glenwood Golf Corporation's (Golf Course Owner)" conduct must have in fact caused the plaintiff's claimed damages. To recover for damages, the plaintiff must prove that the damages would not have occurred but for the defendant "Glenwood Golf Corporation's (Golf Course Owner) negligence.

Authority

Garr v. City of Ottumwa, 846 N.W.2d 865, 869 (Iowa 2014)

Thompson v. Kaczinski, 774 N.W.2d 829, 839 (Iowa 2009)

Berte v. Bode, 692 N.W.2d 368, 372 (Iowa 2005)

INSTRUCTION NO.

If you find the Plaintiff Terry K. Jones is entitled to recover damages, you shall consider the following items of damage:

- a) Past medical expenses;
- b) Past pain and suffering;
- c) Present value of future pain and suffering;
- d) Past loss of function
- e) Present value of future loss of function; and
- f) Loss of consortium

Physical pain and suffering may include, but is not limited to, unpleasant feelings, bodily distress and uneasiness, bodily suffering, sensations or discomfort.

Loss of function of the body is the inability of a particular part of the body to function in a normal manner.

The amount you assess for physical pain and suffering in the past and/or loss of function of the mind and body in the past cannot be measured by any exact or mathematical standard. You must use your sound judgment based upon an impartial consideration of the evidence. Your judgment must not be exercised arbitrarily, or out of sympathy or prejudice, for or against the parties. The amount you assess for any item of damage must not exceed the amount caused by a party as proved by the evidence.

"Spousal consortium" is the fellowship of a husband and wife and the right of each other to the benefits of company, cooperation, affection, the aid of the other in every marital relationship, general usefulness, industry and attention within the home and family. It does not include loss of financial support from the injured spouse, nor mental anguish caused by

the spouse's injury. Damages for spousal consortium are limited in time to the shorter of the spouse's normal life expectancy.

If you find that Plaintiff, Christine Jones, is entitled to recover damages for loss of consortium, it is your duty to determine the amount. In so doing, you shall consider the following items:

- The reasonable value of loss of spousal consortium which Christine
 Jones would have received from the date of the injury until the present time.
- 2. The present value of loss of spousal consortium which Christine Jones would have otherwise received in the future.

Damages for spousal consortium are limited in time to the shorter of the spouse's normal life expectancy. In determining the value for loss of spousal consortium you may consider:

- 1. The circumstances of Terry K. Jones' life.
- 2. Terry K. Jones' age at the time of his injury.
- 3. Terry K. Jones' health, strength, character, and life expectancy.
- 4. Terry K. Jones' capabilities and efficiencies in performing the duties of a spouse.
- 5. Terry K. Jones' skills and abilities in providing instructions, guidance, advice, and assistance.
 - 6. Christine Jones' respective needs.
 - 7. All other facts and circumstances bearing on the issue.

The amount you assess for loss of spousal consortium cannot be measured by any exact or mathematical standard. You must use your sound judgment based upon an impartial consideration of the evidence. Your judgment must not be exercised arbitrarily, or out of

sympathy or prejudice, for or against the parties. The amount you assess for any item of damage must not exceed the amount caused by the defendant as proven by the evidence.

A party cannot recover duplicate damages. Do not allow amounts awarded under one item of damage to be included in any amount awarded under another item of damages. Add together the amounts, if any, you find for each of the above items and the total will be used to answer the special verdicts.

Iowa Civil Jury Instruction No. 200.1.

INSTRUCTION NO
Future damages must be reduced to present value. "Present value" is a sum of money
paid now in advance which, together with interest earned at a reasonable rate of return, will
compensate the plaintiff for future losses.
compensate the plantiff for future losses.
Iowa Civil Jury Ins. 200.35B

INSTRUCTION NO.	
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A Standard Mortality Table indicates the normal life expectancy of people who are the same age as Plaintiff Terry K. Jones is 12.01 years. The statistics from a Standard Mortality Table are not conclusive. You may use this information, together with all the other evidence, about Terry K. Jones' health, habits, occupation, and lifestyle, when deciding issues of future damages.

Iowa Civil Jury Ins. 200.37

The fact that I have instructed you on the proper measure of damages should not be considered as an indication of any view of mine as to which party is entitled to your verdict in this case. Instructions as to measure of damages are given only for your guidance.

INSTRUCTION NO
In arriving at an item of damage you cannot arrive at a figure by taking down the
estimate of each juror as to an item of damage and agreeing in advance that the average of
those estimates shall be your item of damage.
Iowa Civil Jury Instruction No. 200.38.

You may not communicate about this case before reaching your verdict. This includes cell phones, and electronic media such as text messages, Facebook, MySpace, LinkedIn, YouTube, Twitter, email, etc.

Do not do any research or make any investigation about this case on your own. Do not visit or view any place discussed in this case, and do not use Internet maps or Google Earth or any other program or device to search for or to view any place discussed in the testimony. Also, do not research any information about this case, the law, or the people involved, including the parties, the witnesses, the lawyers, or the judge. This includes using the Internet to research events or people referenced in the trial.

This case will be tried on evidence presented in the courtroom. If you conduct independent research, you will be relying on matters not presented in court. The parties have a right to have this case decided on the evidence they know about and that has been introduced here in court. If you do some research or investigation or experiment that we do not know about, then your verdict may be influenced by inaccurate, incomplete or misleading information that has not been tested by the trial process, including the oath to tell the truth and by cross-examination. All of the parties are entitled to a fair trial, rendered by an impartial jury, and you must conduct yourself so as to maintain the integrity of the trial process. If you decide a case based on information not presented in court, you will have denied the parties a fair trial in accordance with the rules of this state and you will have done an injustice. It is very important that you abide by these rules. [Failure to follow these instructions may result in the case having to be retried and could result in you being held in contempt and punished.]

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It is important that we have your full and undivided attention during this trial.
Iowa Civil Jury Ins. No. 100.23

Upon retiring you shall select a foreman or forewoman. It will be his or her duty to see discussion is carried on in an orderly fashion, the issues are fully and freely discussed, and each juror is given an opportunity to express his or her views.

Your attitude at the beginning of your deliberations is important. It is not a good idea for you to take a position before thoroughly discussing the case with the other jurors. If you do this, individual pride may become involved and you may later hesitate to change an announced position even if shown it may be incorrect. Remember you are not partisans or advocates, but are judges - judges of the facts. Your sole interest is to find the truth and do justice.

Iowa Civil Jury Instruction No. 100.18.

INSTRUCTION NO.	
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During the trial, you have been allowed to take notes. You may take these with you to the jury room to use in your deliberations. Remember, these are notes and not evidence. Generally, they reflect the recollection or impressions of the evidence as viewed by the person taking them, and may be inaccurate or incomplete. Upon reaching a verdict, leave the notes in the jury room and they will be destroyed.

Iowa Civil Jury Instruction No. 100.21.

INSTRUCTION NO.	
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I am giving you one verdict form. During the first six hours of deliberations, excluding meals and recesses outside your jury room, your decision must be unanimous. If you all agree, the verdict and answers to questions must be signed by your foreman or forewoman.

After deliberating for six hours from _____ o'clock ____.m. excluding meals or recesses outside your jury room, then it is necessary that only seven of you agree upon the answers to the questions. In that case, the verdict must be signed by all seven jurors who agree. When you have agreed upon the verdict and appropriately signed it, tell the Court Attendant.

Iowa Civil Jury Ins. 300.1

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Dated this	day of	, 2019.
		JUDGE, Fourth Judicial District