

IN THE DISTRICT COURT FOR SAC COUNTY

STEVE CONOVER d/b/a
SCC TRUCKING,

Plaintiff,

v.

A&C CUSTOM TRUCKS, LLC,
Defendant.

A&C CUSTOM TRUCKS, LLC,
Counterclaim Plaintiff,

v.

STEVE CONOVER d/b/a
SCC TRUCKING,

Counterclaim Defendant.

CASE NO. LACV020308

JURY INSTRUCTIONS

STATE OF IOWA } SS
Sac County
Filed on the 21 day of May
2026 at 2:15 o'clock P.M.
Sac County
Clerk of District Court

INSTRUCTION NO. 1

Members of the Jury:

This is a civil case. Steve Conover d/b/a SCC Trucking is the Plaintiff. A&C Custom Trucks, LLC, is Defendant. Plaintiff took his 2018 Kenworth to Defendant for repairs. A fire started at the shop during the night, and Plaintiff's truck was damaged as a result. Defendant did not own the shop. Plaintiff is claiming that the damage to his truck was caused by the negligence of A&C Custom Trucks, LLC. Defendant denies Plaintiff's claim.

Defendant brought a counterclaim against Plaintiff for unpaid work that was performed on Plaintiff's truck. Plaintiff denies the counterclaim.

This brief statement of the case is not evidence and is only a general outline of the case. 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.

INSTRUCTION NO. 2

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. It is common to have hidden or implicit thoughts that help us form our opinions. You are making very important decisions in this case. You must evaluate the evidence carefully. You must avoid decisions based on things such as generalizations, gut feelings, prejudices, fears, sympathies, stereotypes, or inward or outward 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.

INSTRUCTION NO. 3

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

Preponderance of the evidence is evidence that is more convincing than opposing evidence. Preponderance of the evidence does not depend upon the number of witnesses testifying on one side or the other.

INSTRUCTION NO. 4

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. You may examine the exhibits closely but be careful not to alter or destroy them.
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.).

Facts may be proved by direct evidence, circumstantial evidence, or a combination of both. 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.

INSTRUCTION NO. 5

Certain Testimony has been read into evidence from a deposition. 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.

INSTRUCTION NO. 6

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.

INSTRUCTION NO. 7

Counsel has stipulated that if Mark Dooley were called as a witness he would testify as he did in his fire report (Exhibit F-1). Consider stipulated testimony as if it had been given in court.

INSTRUCTION NO. 8

Decide the facts from the evidence. Consider the evidence using your observations, reasoning, common sense, and experience. It is your duty to determine the credibility of witnesses, to resolve any conflicts in the evidence, and to draw reasonable inferences from the evidence. In determining the facts, you may have to decide what testimony you believe. You may believe all, part, or none of any witness's 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 witness's appearance, conduct, age, intelligence, memory, and knowledge of the facts.
3. The witness's interest in the trial, their motive, candor, bias, and prejudice.

Try to reconcile any conflicts in the evidence; but if you cannot, accept any evidence you find believable and give it the weight you believe it deserves.

INSTRUCTION NO. 9

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's education and experience, the reasons given for the opinion, and all the other evidence in the case.

INSTRUCTION NO. 10

The fact that a plaintiff or 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.

INSTRUCTION NO. 11

It is alleged the plaintiff's damages were caused by the defendant's general negligence.

Under the rule of general negligence, the occurrence of damage allows you to conclude that the defendant was negligent if the plaintiff proves (1) the damage was caused by the instrumentality under the exclusive control of the defendant, and (2) the damage would not have occurred if ordinary care had been used.

The plaintiff must prove the defendant had exclusive control when the negligence occurred.

The plaintiff must also prove the occurrence would not have happened if ordinary care had been used. Proof of this requirement rests on common experience.

If you find the plaintiff has proved both requirements of the rule, you may conclude the defendant was negligent, but you are not required to do so. If the plaintiff fails to prove either of the basic requirements, the plaintiff cannot recover damages under the general negligence claim.

INSTRUCTION NO. 12

The occurrence of a fire can happen in the absence of negligence.

INSTRUCTION NO. 13

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

INSTRUCTION NO. 14

"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.

INSTRUCTION NO. 15

When one gives possession and the right to use personal property to another who agrees to return the same property at a future time, the transaction is known in law as a bailment. The person who gives possession is known as a bailor. The person who takes possession is known as a bailee.

INSTRUCTION NO. 16

A bailment for hire is created when:

1. A person accepts delivery of property from the owner for repair.
2. Under an agreement express or implied, that something is to be paid by the owner for such repair, or when the owner of property delivers or causes it to be delivered to and for the use or benefit of another, under an agreement, express or implied, that something is to be paid to the owner by the person receiving same for such use or benefit.

In the absence of an agreement to the contrary, the law implies a contract between a bailor and a bailee that the bailor will pay a reasonable sum for the repair of such property, or that the bailee will pay a reasonable sum for the use or benefit of such property, as the case may be. The owner who so delivers personal property to another is known as a bailor for hire, and the person to whom such property is so delivered is known as a bailee for hire.

INSTRUCTION NO. 17

When there is no special contract a bailee for hire has a duty to use ordinary care in relation to the property involved. The bailee does not guarantee the safety of the property. This means the bailee is not liable merely because the property is damaged or destroyed while in the possession or under control of the bailee.

The bailee is liable, if at all, only if the bailee has done something with reference to the use or care of the property that an ordinarily prudent person under the same or similar circumstances would not have done, or has failed to do something with reference to the use or care of the property that an ordinarily prudent person under the same or similar circumstances would have done.

INSTRUCTION NO. 18

When property is delivered to a bailee in good condition and returned in a damaged condition, a presumption arises that the damage is due to the negligence of the bailee. The presumption can be overcome if the damage is shown to have occurred in spite of due care on the part of the bailee.

If the presumption is not overcome by the evidence, you may use the presumption in determining whether the defendant was negligent.

But, if you find such presumption is overcome by evidence that the damage occurred in spite of due care on the part of bailee, then you will give no weight to the presumption, and the plaintiff must show by the greater weight of the evidence that the defendant was negligent.

INSTRUCTION NO. 19

In regard to the counterclaim, A&C Custom Trucks LLC contends that they completed work on the truck for Steve Conover as outlined in Exhibit 201 and they should be paid for that amount.

Steve Conover d/b/a SCC Trucking contends that the work was not completed and that the counterclaim should be denied.

INSTRUCTION NO. 20

Vehicle Damage. The difference between the reasonable market value of the vehicle immediately before and after the damage, plus the reasonable value of the use of the vehicle for the time reasonably required to obtain a replacement.

Loss Of time - Earnings. The reasonable value of lost income, time from business from the damage of the June 9, 2023 incident.

INSTRUCTION NO. 21

In assessing any monetary damages in favor of Plaintiff, if any you find, you should not take into consideration any amounts received from Great West Insurance.

INSTRUCTION NO. 22

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.

INSTRUCTION NO. 23

Upon retiring you shall select a foreperson. 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.

INSTRUCTION NO. 24

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.

INSTRUCTION NO. 25

You may not communicate about this case before reaching your verdict. This includes cell phones, and electronic media such as text messages, Facebook, Instagram, 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.

INSTRUCTION NO. 26

Occasionally, after a jury retires to the jury room to begin deliberations, the jurors have questions. I have prepared the instructions after carefully considering the case with the parties and the attorneys. I have tried to use language which is generally understandable. Usually, questions about instructions can be answered by carefully re-reading them. If, however, you feel it necessary to ask a question, you may do so in writing. I cannot communicate with you without first discussing your question and potential answer with the parties and attorneys. This naturally takes time and deliberation before I can reply.

The Court Attendant who has been working with us in this case is in the same position as I am. The Court Attendant has taken an oath not to communicate with you except to ask if you have agreed upon a verdict. Please do not put the Court Attendant on the spot by asking any questions.

If you need to notify anyone about the time you will be deliberating, for example, a spouse, babysitter, or employer, please notify the Court Attendant in writing, or before you begin your deliberations, and we will make a phone available to you for that purpose.

Finally, if you have any personal communication devices such as a cell phone or pager, you should leave them with the Court Attendant and not take them into the jury room while deliberating.

INSTRUCTION NO. 27

I am giving you 2 verdict forms and questions. 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 foreperson.

After deliberating for six hours from 12:00 o'clock p.m., excluding meals or recesses outside your jury room, then it is necessary that only six of you agree upon the answers to the questions. In that case, the verdict and questions must be signed by all six jurors who agree.

When you have agreed upon the verdict and answers to questions and appropriately signed it, tell the Court Attendant.

Dated this 21 day of May, 2026.



THE HONORABLE KURT WILKE
DISTRICT COURT JUDGE
SECOND JUDICIAL DISTRICT OF IOWA