

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

CYNDI COLLINS, Plaintiff, vs. EDWIN ALLEN and PROPERTY MANAGEMENT PROFESSIONALS, LLC, Defendants.	Case No. CVCV065097 VERDICT FORM
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 FILED
 2025 MAR - 6 PM 4:15
 CLERK DISTRICT COURT

Question 1: Did Plaintiff Cyndi Collins prove her claim of Hostile Housing Environment Sexual Harassment against Defendants? *(Please mark an "X" in the appropriate spaces).*

YES X NO

(If your answer to Question 1 is "yes," then proceed to Question 2. If your answer to Question 1 is "no," then skip Question 2 and proceed to Question 3).

Question 2: State the amount of damage, if any, to Plaintiff Cyndi Collins as a result of the Hostile Housing Environment Sexual Harassment. If Plaintiff has failed to prove any item of damage, or has failed to prove that any item of damage was caused by Defendants' conduct, enter 0 for that item.

Past Emotional Distress \$ 400,000

Future Emotional Distress \$ 300,000

Question 3: Did Plaintiff Cyndi Collins prove her claim of Quid Pro Quo Sexual Harassment against Defendants? *(Please mark an "X" in the appropriate spaces).*

YES X NO

(If your answer to Question 3 is "yes," then proceed to Question 4. If your answer to Question 1 is "no," then skip Question 4 and proceed to Question 5).

Question 4: State the amount of damage, if any, to Plaintiff Cyndi Collins as a result of the Quid Pro Quo Sexual Harassment. If Plaintiff has failed to prove any item of damage, or has failed to prove that any item of damage was caused by Defendants' conduct, enter 0 for that item.

Past Emotional Distress \$ 400,000

Future Emotional Distress \$ 300,000

Question 5: Did Plaintiff Cyndi Collins prove her claim of Retaliation? *(Please mark an "X" in the appropriate spaces).*

YES X NO

(If your answer to Question 5 is "yes," then proceed to Question 6. If your answer to Question 5 is "no," then skip Question 6 and proceed to Question 7).

Question 6: State the amount of damage, if any, to Plaintiff Cyndi Collins as a result of Defendants' Retaliation. If Plaintiff has failed to prove any item of

damage, or has failed to prove that any item of damage was caused by Defendants' conduct, enter 0 for that item.

Past Emotional Distress \$ 400,000
Future Emotional Distress \$ 300,000

Question 7: State the amount of damages, if any, to Plaintiff Cyndi Collins' as a result of Property Management Professionals LLC's breach of contract. If Plaintiff has failed to prove any item of damage, or has failed to prove that any item of damage was caused by Defendants' conduct, enter 0 for that item.

\$ 20,000

If you answered "Yes" to Question 1, or Question 2, or Question 3, then answer Question 8. If you answered "No" to Question 1, Question 2, and Question 3, then do not answer any remaining Questions.

Question 8: Do you find by a preponderance of clear, convincing and satisfactory evidence the conduct of the Defendants constituted willful and wanton disregard for the rights or safety of another?

(Please mark an "X" in the appropriate spaces.)

YES X NO _____

If your answer to Question No. 8 is "No" do not answer Question Nos. 9 and 10.

Question No. 9: What amount of punitive damages, if any, do you award?

ANSWER: \$ 8,000,000

If your answer to Question No. 9 is "None" or \$0 do not answer Question No. 10.

Question No. 10: Was the conduct of the Defendants directed specifically at Cyndi Collins?

(Please mark an "X" in the appropriate spaces.)

YES X NO _____

FOREPERSON Catherine F. [Signature]

JUROR _____

JUROR _____

JUROR _____

JUROR _____

JUROR _____

JUROR _____

JUROR _____

Original

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

CYNDI COLLINS,

Plaintiff,

vs.

EDWIN ALLEN and PROPERTY
MANAGEMENT PROFESSIONALS,
LLC,

Defendants.

Case No. CVCV065097

JURY INSTRUCTIONSFILED
POLK COUNTY, IOWA
2025 MAR -5 PM 4:15
CLERK OF DISTRICT COURT

Instruction No. 1

In this case the Plaintiff, Cyndi Collins, alleges Defendant Property Management Professionals, LLC, breached an apartment lease by demanding she pay \$500 more in monthly rent than provided in the written lease, refusing to accept rent payments, and taking action to try to evict her from her apartment for non-payment of rent. The court has ruled as a matter of law that that Defendant Property Management Professionals, LLC breached the lease agreement with Plaintiff.

Plaintiff also alleges Defendant Edwin Allen, the owner of Property Management Professionals, LLC, violated the Iowa Civil Rights Act by demanding Plaintiff engage in a sexual relationship or pay \$500 in additional rent, by creating a sexually hostile housing environment, and by retaliating against Plaintiff when she opposed the sexual harassment. Plaintiff is seeking damages arising out of the breach of contract and alleged violations of the Iowa Civil Rights Act.

Defendant Edwin Allen denies all of Plaintiff's claims and denies she is entitled to any damages.

Do not consider this summary as proof of any claim. Decide the facts from the evidence and apply the law which I will give you after you have heard all the evidence.

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.

Do not be influenced by any personal likes or dislikes, sympathy, bias, prejudices or emotions.

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:

- Testimony in person or by deposition.
- Exhibits received by the court.
- Stipulations which are agreements between the parties.
- Any other matter admitted (for example, answers to interrogatories, matters of 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:

- Statements, arguments, questions and comments by the lawyers or Defendant Allen during voir dire, opening, questioning, or closing.
- Objections and rulings on objections.
- Any testimony I told you to disregard.
- Anything you saw or heard about this case outside the courtroom.

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 facts; and
3. The witnesses' interest in the trial, their motive, candor, bias, and prejudice.

Instruction No. 5

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. 6

The Plaintiff served on the Defendants a written request for the admission of the truth of certain matters of fact. You will regard as being conclusively proved all such matters of fact which were expressly admitted by the Defendants or which Defendants failed to deny.

Instruction No. 7

You have heard evidence claiming Cyndi Collins and Edwin Allen made statements before this trial while not under oath.

If you find such statements were made, you may regard the statements as evidence in this case the same as if the statements had been made under oath during the trial.

If you find such statements were made and were inconsistent with the witness' testimony during the trial, you may also use the statements as a basis for disregarding all or any part of that witness' testimony during the trial, but you are not required to do so. You should not disregard any person's testimony during the trial if other credible evidence supports it or if you believe it for any other reason.

Instruction No. 8

From time to time during the trial, I was called upon to make rulings of law on objections or motions made by the lawyers. It is the duty of the parties or their counsel to object when another party offers testimony or other evidence that they believe is not properly admissible. You should not show prejudice against a lawyer or the party they represent because either made objections. You should not infer or conclude from any ruling or other comment I made that I had any opinions on the merits of the case favoring one side or the other. If I sustained an objection that goes unanswered by the witness, you should not draw any inferences or conclusions from the question itself.

Instruction No. 9

The fact that one of the parties to this case is a business and other parties are human beings should not affect your decision. All parties are equal before the law and entitled to the same fair and conscientious consideration. In reaching your verdict, you may not consider how any money damages may be paid.

Instruction No. 10

To establish her claim for Hostile Housing Environment Sexual Harassment under the Iowa Civil Rights Act, Plaintiff must prove all the following elements:

1. The Plaintiff was subjected to unwelcome conduct by Defendants. Conduct is “unwelcome” if Plaintiff did not invite or solicit it or regarded it as undesirable or offensive;
2. The conduct was based on Plaintiff’s sex. Conduct is based on sex if it would not have occurred but for Plaintiff’s sex;
3. Such conduct was sufficiently severe or pervasive that a reasonable person in plaintiff’s position would find the housing environment to be hostile or abusive;
4. At the time such conduct occurred and as a result of such conduct, plaintiff believed the housing environment was hostile or abusive.

If you find that the Plaintiff has proved all the above elements, your verdict on the claim of Hostile Housing Environment Sexual Harassment must be for the Plaintiff. If you find that the Plaintiff has not proved all the above elements, then your verdict on the claim of Hostile Housing Environment Sexual Harassment must be for the Defendants.

Instruction No. 11

As used in element 3 of Instruction No. 10, conduct is sufficiently severe or pervasive when it alters the living conditions and creates an abusive living environment. In determining whether the conduct is severe or pervasive, you should consider:

- 1) The frequency of the conduct,
- 2) The severity of the conduct,
- 3) Whether the conduct was physically threatening or humiliating or whether it was merely offensive, and
- 4) Whether the conduct unreasonably interfered with the Plaintiff's housing and living conditions.

Instruction No. 12

To establish her claim for Quid Pro Quo Sexual Harassment under the Iowa Civil Rights Act, Plaintiff must prove all the following elements:

1. Plaintiff was subjected to unwelcome harassment in the form of sexual advances or requests for sexual favors;
2. The harassment was based on sex;
3. Plaintiff's submission to the unwelcome advances was an express or implied condition for receiving the housing benefits promised in the lease agreement benefits or her refusal to submit resulted in a deprivation of housing benefits provided in the lease agreement.

If you find that the Plaintiff has proved all the above elements, your verdict on the claim of Quid Pro Quo Sexual Harassment must be for the Plaintiff. If you find that the Plaintiff has not proved all the above elements, then your verdict on the claim of Quid Pro Quo Sexual Harassment must be for the Defendants.

Instruction No. 13

To establish her claim for Retaliation under the Iowa Civil Rights Act, Plaintiff must prove all the following elements:

1. Plaintiff engaged in protected conduct. Protected conduct includes opposing, avoiding, or objecting to conduct the Plaintiff reasonably believes may be sexual harassment or other unlawful housing practices, or making any type of complaint about conduct the Plaintiff reasonably believes may be sexual harassment or retaliation.
2. Defendant took materially adverse action against Plaintiff. A materially adverse action is one that might deter a reasonable tenant from asserting her rights.
3. Plaintiff's protected conduct was a motivating factor in Defendants' adverse actions. Plaintiff's protected conduct was a "motivating factor" if it played a part in the decisions Defendants made about her. Plaintiff's protected conduct must have been one of the reasons the action was taken but need not have been the only reason or reasons.

If you find that the Plaintiff has proved all the above elements, your verdict on the claim of Retaliation must be for the Plaintiff. If you find that the Plaintiff has not proved all the above elements, then your verdict on the claim of Retaliation must be for the Defendants.

Instruction No. 14

If you find in favor of Plaintiff on her claims for Hostile Housing Environment Sexual Harassment, Quid Pro Quo Sexual Harassment, or Retaliation, then you must determine whether she is entitled to damages. Under the Iowa Civil Rights Act, a plaintiff who proves a discriminatory housing practice is entitled to recover actual damages, which includes damages for emotional distress that occurred in the past that will occur in the future, and punitive damages, because of Defendants' conduct. "Emotional distress" includes all highly unpleasant mental reactions that affect her psychological and emotional well-being.

The amount you assess for emotional distress damages 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 Defendants as proved 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 damage.

The amounts, if any, you find for each of the above items of damages will be used to answer the special verdicts.

Instruction No. 15

Damages for emotional distress in the past commence on the date of the first act of sexual harassment or retaliation to the date of your verdict. Future damages are damages you find Plaintiff will suffer starting on the date of your verdict and into the future.

Instruction No. 16

The court has ruled as a matter of law that that Defendant Property Management Professionals, LLC breached the lease agreement with Plaintiff. You must determine the amount of damages, if any, that Plaintiff is entitled to recover as a result of the breach. The purpose of awarding damages for breach of contract is to place the Plaintiff in the position she would have been in had the contract been fully performed.

In this case, Plaintiff may recover damages that were reasonably foreseeable at the time the contract was made. Damages are foreseeable if they naturally arise from the breach or if they were within the contemplation of the parties when they entered into the lease agreement. In considering damages for breach of contract, you may consider the moving expenses Plaintiff incurred because of moving out of the Property Management Professionals, LLC's apartment.

Instruction No. 17

If you find in favor of Plaintiff Cyndi Collins on her claims under the Iowa Civil Rights Act for Hostile Housing Environment Sexual Harassment, Quid Pro Quo Sexual Harassment, or Retaliation, you must decide whether to award punitive damages.

Punitive damages may be awarded if the Plaintiff has proven by a preponderance of clear, convincing and satisfactory evidence the defendant's conduct constituted a willful and wanton disregard for the rights or safety of another and caused actual damage to the Plaintiff.

Evidence is clear, convincing and satisfactory if there is no serious or substantial uncertainty about the conclusion to be drawn from it.

Conduct is willful and wanton when a person intentionally does an act of an unreasonable character in disregard of a known or obvious risk that is so great as to make it highly probable that harm will follow.

Punitive damages are not intended to compensate for injury but are allowed to punish and discourage the defendant and others from like conduct in the future. You may award punitive damages only if the Defendants' conduct warrants a penalty in addition to the amount you award to compensate for plaintiff's actual injuries.

There is no exact rule to determine the amount of punitive damages, if any, you should award. You may consider the following factors:

1. The nature of Defendants' conduct that harmed the plaintiff.

2. The amount of punitive damages which will punish and discourage like conduct by the Defendants. You may consider the Defendants' financial condition or ability to pay. You may not, however, award punitive damages solely because of the Defendants' wealth or ability to pay.

3. The plaintiff's actual damages. The amount awarded for punitive damages must be reasonably related to the amount of actual damages you award to the plaintiff.

Instruction No. 18

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. 19

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.

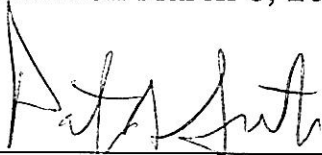
Instruction No. 20

I am giving you one (1) 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 must be signed by your foreman or forewoman.

After deliberating for six hours from 11:45 o'clock ^a .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.

Submitted on March 6, 2025.



Patrick D. Smith, Judge
Fifth Judicial District of Iowa