

IN THE IOWA DISTRICT COURT FOR DES MOINES COUNTY

**ANGEL HARRIS and DESTINY M.
HARRIS,**

Plaintiffs,

vs.

**CITY OF BURLINGTON, IOWA,
MIDTOWN GARDENS, 61
INVESTMENTS,**

Defendants.

Case No. CVEQ015020

INSTRUCTIONS TO THE JURY**INSTRUCTION NO. 1**

Members of the Jury:

Angel and Destiny Harris allege the City of Burlington discriminated against them based on their race through discretionary enforcement of the City's housing code and by unlawful retaliation. The City denies the allegations.

Angel and Destiny Harris allege 61 Investments, LLC and Midtown Gardens discriminated against them based on their familial status. 61 Investments, LLC and Midtown Gardens deny the allegations.

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.

100.2**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.

100.3**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.

100.4 Evidence**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.
3. Stipulations which are agreements between the attorneys.
4. Any other matter admitted.

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.

100.8**INSTRUCTION NO. 5**

Counsel stipulate that Darwin T. Lynner Company is an agent of 61 Investments, LLC. That means any action or statements of Darwin T. Lynner Company or any of its current and former employees concerning or involving claims or defenses are the responsibility of 61 Investments, LLC.

100.9

INSTRUCTION NO. 6

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. 7

As it pertains to the City of Burlington, Angel and Destiny Harris must prove the following elements of racial discrimination based upon discretionary enforcement of the City's housing code:

1. The City discriminated against Angel and Destiny Harris because of their race when applying and enforcing the City's municipal occupancy ordinance to their rental dwelling;
2. Angel and Destiny Harris's race was a motivating factor in the City's decisions; and
3. The damages suffered by Angel and Destiny Harris.

As used in these instructions, Angel and Destiny Harris's race was a "motivating factor" if their race played a part or role, or made a difference in, the City's decisions or actions against them. The Harris's race need not have been the only reason for the City's decisions or actions against them.

If Angel and Destiny Harris have failed to prove any of these elements your verdict must be for the City of Burlington.

INSTRUCTION NO. 8

As it pertains to the City of Burlington, Angel and Destiny Harris must prove the following elements of racial discrimination based upon retaliation:

1. Angel and Destiny Harris filed a Housing and Urban Development (HUD) complaint against the City alleging race discrimination;
2. The City filed a municipal infraction proceeding which threatened the exercise of the Harrises' housing rights;
3. The City would not have pursued the municipal infraction proceeding in the absence of the Harrises' filing their HUD complaint; and
4. The damages suffered by Angel and Destiny Harris.

If Angel and Destiny Harris have failed to prove any of these elements your verdict must be for the City of Burlington.

INSTRUCTION NO. 9

As it pertains to 61 Investments, LLC and Midtown Gardens, Angel and Destiny Harris must prove the following elements of discrimination based upon familial status:

1. 61 Investments, LLC or Midtown Gardens made or attempted to make housing unavailable or denied or attempted to deny housing to the Harrises; and/or
2. 61 Investments, LLC or Midtown Gardens made a different term, condition, or privilege of a rental; and
3. Familial status was a motivating factor in the action or actions of 61 Investments, LLC or Midtown Gardens.

If the Harrises have failed to prove either 1 or 2, then your verdict must be for 61 Investments, LLC and Midtown. If the Harrises proved either 1 or 2, but failed to prove 3, then your verdict must be for 61 Investments, LLC and Midtown Gardens.

INSTRUCTION NO. 10

The Harrises may demonstrate that the explanations offered by the City of Burlington and 61 Investments, LLC and Midtown Gardens are a pretext for discrimination by showing that their explanations are not true. You may find that their explanations are not true if you find, for example, that the explanations do not make logical sense, the City of Burlington or 61 Investments, LLC and Midtown Gardens have set forth varying or conflicting explanations over time, or they appear to have created these explanations after this lawsuit was filed.

INSTRUCTION NO. 11

The fact that a defendant is a municipality or a corporation should not affect your decision. All persons are equal before the law, and municipalities and corporations, whether large or small, are entitled to the same fair and conscientious consideration by you as any other person. Each of the defendants have an obligation to abide by the Fair Housing Act.

INSTRUCTION NO. 12**Definition of “Familial Status”.**

The Fair Housing Act defines “familial status”. You should consider this definition in your deliberations on the familial status claim against Defendants Midtown Gardens and 61 Investments, LLC. The definition of “familial status” is as follows:

“Familial status” means one or more individuals (who have not attained the age of 18 years) being domiciled with —

- (1) a parent or another person having legal custody of such individual or individuals; or
- (2) the designee of such parent or other person having such custody, with the written permission of such parent or other person.

The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

INSTRUCTION NO. 13

If you find in favor of the Plaintiffs under Instructions 7, 8 and/or 9, then you must award the Plaintiffs such sum as you find will fairly and justly compensate the Plaintiffs for any damages you find the Plaintiffs sustained as a direct result of the discriminatory and/or retaliatory conduct. In determining the amount of damages you will consider the following:

The generalized insult, hurt feelings, and lingering resentment which a reasonable person would be expected to feel if he or she were the recipient of the discriminatory and/or retaliatory conduct in this case.

The amount you assess for these 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 a party as proved by the evidence.

If you find that the Plaintiffs' damages have no monetary value, then you must return a verdict for the Plaintiffs in the nominal amount of One Dollar (\$1.00).

INSTRUCTION NO. 14

61 Investments, LLC and Midtown Gardens have a counterclaim for unpaid rent. The Harrises stipulate there is unpaid rent.

The Harrises are not liable for some or all of the unpaid rent if they prove that there is a waiver. A waiver is the voluntary or intentional relinquishment of a known right. You must reduce some or all of the amount of unpaid rent if you find that 61 Investments, LLC and Midtown Gardens waived their ability to claim unpaid rent.

The unpaid rent owed may be reduced based upon the diminution in the fair rental value of the dwelling unit. If you find that the Harrises proved that 61 Investments, LLC and Midtown Gardens deliberately or negligently failed to supply essential services and that the Harrises provided written notice to them of the breach(es) you must calculate what you believe to be the diminution in the fair rental value of the dwelling unit.

The Harrises are also not liable for some or all of the unpaid rent if they prove that 61 Investments, LLC and Midtown Gardens interfered with their use and enjoyment of the dwelling by refusing to address conditions in response to this lawsuit.

INSTRUCTION NO. 15

61 Investments, LLC and Midtown Gardens have a counterclaim against the Harrises for unlawful holdover after lease termination. 61 Investments, LLC and Midtown Gardens terminated the Harrises' lease. 61 Investments, LLC and Midtown Gardens must prove that the Harrises remaining after the lease termination was willful and not in good faith.

INSTRUCTION NO. 16

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.

100.23 Use of Electronic Devices.**INSTRUCTION NO. 17**

You may not communicate with others about this case before reaching your verdict. This includes via cell phone and electronic media such as text messages, email, electronic messaging applications, and any social media platform including but not limited to Facebook, LinkedIn, YouTube, Twitter, TikTok, Instagram, Snapchat, and any other social media applications you may use.

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 or application-based maps or programs, or any other application, program, or device to search for or 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 has been 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. 18

I have not by these instructions or by any ruling made, or by any act done, or by anything said during the trial, intended or attempted to give any opinion as to what the facts are, what the proof is, or what your verdict should be.

INSTRUCTION NO. 19

Upon retiring you shall select a foreman or forewoman. It will be his or her duty to see discussions are carried on in an orderly fashion, the issues are fully and freely discussed, and that 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.

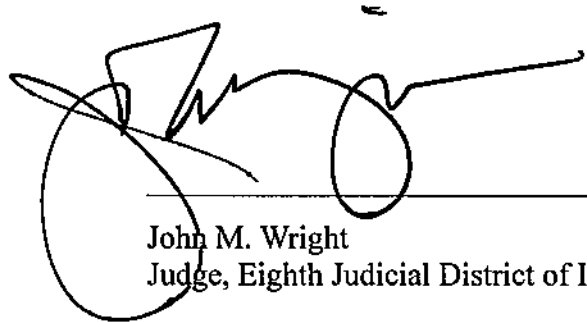
INSTRUCTION NO. 20

I am giving you one Verdict Form containing six 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 must be signed by your foreman or forewoman.

After deliberating for six hours from 3:12 o'clock p.m., excluding meals or recesses outside your jury room, then it is necessary that only seven of you agree upon the verdict. In that case, the verdict must be signed by all seven jurors who agree.

When you have agreed upon the answers to the questions and appropriately signed the verdict form, tell the court attendant.

Dated and signed this 3rd day of June, 2025.



John M. Wright
Judge, Eighth Judicial District of Iowa