

IN THE IOWA DISTRICT COURT IN AND FOR JOHNSON COUNTY

GRANT SCHULTZ,

Plaintiff,

vs.

SUZAN EREM,  
EDWARD DURRENBERGER,  
a.k.a. PAUL DURRENBERGER,

Defendants.

SUZAN EREM AND EDWARD  
DURRENBERGER, a.k.a. PAUL  
DURRENBERGER,

Counterclaim Plaintiffs,

vs.

GRANT SCHULTZ,

Counterclaim Defendant.

Case No. LACV081115

JURY INSTRUCTIONS

CLERK OF DISTRICT COURT  
JOHNSON COUNTY, IOWA

2008 JUN 15 PM 3:04

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INSTRUCTION NO. 1

Members of the Jury:

This case arises out of a farm lease between the Plaintiff, Grant Schultz, and the Defendants, Suzan Erem and Edward (Paul) Durrenberger, for 143 acres of farmland in Johnson County. The Plaintiff is suing Erem and Durrenberger, alleging breach of a Settlement Agreement and Mutual Release reached by the parties after a mediation session. The Plaintiff also claims that Defendants Erem and Durrenberger tortiously interfered with a contract he had with Peter and Meghan Byler to purchase a portion of the acreage.

Erem and Durrenberger deny that they breached the Settlement Agreement and Mutual Release with the Plaintiff. The Defendants, Erem and Durrenberger, assert that the Plaintiff, Grant Schultz, breached the Settlement Agreement and Mutual Release and are claiming damages for breach of the Settlement Agreement and Mutual Release in a counterclaim against the Plaintiff.

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.

## I. GENERAL INSTRUCTIONS

### 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, 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, or on the greater variety and number of facts presented by 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.
3. Stipulations, which are agreements between the attorneys.
4. Any other matter admitted into evidence (such as answers to interrogatories, matters of which judicial notice was taken, 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 pretrial statements and reports, depositions of witnesses, 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. Testimony I told you to disregard.
4. Anything you saw or heard about this case outside this courtroom.

## INSTRUCTION NO. 5

Certain testimony has been received into evidence from a deposition. A deposition is testimony taken under oath before the trial and preserved in writing or by videotape. Consider that testimony as if it had been given in court.

## INSTRUCTION NO. 6

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. Whether a witness has made inconsistent statements.
3. The witness's appearance, conduct, age, intelligence, memory, and knowledge of the facts.
4. 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. 7

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. 8

You have heard evidence claiming Plaintiff Grant Schultz and Defendants Suzan Erem and Edward (Paul) Durrenberger made statements before this trial while under oath.

If you find such a statement was made, you may regard the statement as evidence in this case the same as if Plaintiff or Defendants had made it under oath during the trial.

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

## INSTRUCTION NO. 9

Upon retiring to the deliberation room, you shall select a foreperson. It will be their duty to see that your discussion is carried out 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 judges—judges of the facts. Your sole interest is to find the truth and do justice.

## INSTRUCTION NO. 10

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. 11

You may not communicate 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 will be tried on the 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, 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.

It is important that we have your full and undivided attention during this trial.

## INSTRUCTION NO. 12

The conduct of a party is a cause of damage when the damage would not have happened except for the conduct.

**II. PLAINTIFF'S CLAIM FOR BREACH OF CONTRACT CLAIM AND  
DEFENDANTS' COUNTERCLAIM FOR BREACH OF CONTRACT**

INSTRUCTION NO. 13

The Plaintiff must prove all of the following propositions on his claim for breach of contract:

1. The existence of a contract.
2. The consideration.

The parties agree that the Settlement Agreement and Mutual Release exists as a valid and binding contract. The parties also agree that the Settlement Agreement and Mutual Release is supported by consideration.

3. The terms of the contract.
4. The Plaintiff has done what the contract requires.
5. The Defendants have breached the contract.
6. The amount of any damage the Defendants have caused.

If the Plaintiff has failed to prove any of these propositions, the Plaintiff is not entitled to damages. If the Plaintiff has proved all of these propositions, the Plaintiff is entitled to damages in some amount.

## INSTRUCTION NO. 14

The Defendants must prove all of the following propositions on their counterclaim for breach of contract:

1. The existence of a contract.
2. The consideration.

The parties agree that the Settlement Agreement and Mutual Release exists as a valid and binding contract. The parties also agree that the Settlement Agreement and Mutual Release is supported by consideration.

3. The terms of the contract.
4. The Defendants have done what the contract requires.
5. The Plaintiff has breached the contract.
6. The amount of any damage the Plaintiff has caused.

If the Defendants have failed to prove any of these propositions, the Defendants are not entitled to damages. If the Defendants have proved all of these propositions, then you will consider the defense of prevention as explained in Instruction No. 18.

## INSTRUCTION NO. 15

In determining the terms of the contract, you may consider the following:

1. The intent of the parties, along with a reasonable application of the surrounding circumstances.
2. The intent expressed in the language used prevails over any secret intention of either party.
3. The intent may be shown by the practical construction of a contract by the parties and by the surrounding circumstances.
4. You must attempt to give meaning to all language of a contract. Because an agreement is to be interpreted as a whole, assume that all of the language is necessary. An interpretation which gives a reasonable, effective meaning to all terms is preferred to an interpretation which leaves a part of the contract unreasonable or meaningless.
5. The meaning of a contract is the interpretation a reasonable person would give it if they were acquainted with the circumstances both before and at the time the contract was made.
6. Ambiguous language in a written contract is interpreted against the party who selected it.
7. Where general and specific terms in the contract refer to the same subject, the specific terms control.

INSTRUCTION NO. 16

A breach of the contract occurs when a party fails to perform a term of the contract.

INSTRUCTION NO. 17

Plaintiff claims his performance was excused because of prevention.

If Plaintiff has proved prevention, then you shall find for the Plaintiff.

If the Plaintiff has failed to prove prevention, then you shall decide whether the Defendants are entitled to recover damages.

INSTRUCTION NO. 18

Performance is excused if the other party prevents it or makes it impossible.

### **III. PLAINTIFF'S INTERFERENCE WITH CONTRACT CLAIMS**

#### INSTRUCTION NO. 19

Plaintiff Grant Schultz must prove all of the following propositions:

1. The Plaintiff had a contract with Peter and Meghan Byler.
2. Defendants Suzan Erem and/or Edward (Paul) Durrenberger knew of the contract.
3. The Defendants intentionally and improperly interfered with the contract in some manner.
4. The interference caused Peter and Meghan Byler not to perform the contract.
5. The nature and amount of damage.

If the Plaintiff has failed to prove any one or more of these propositions, the Plaintiff is not entitled to damages. If the Plaintiff has proved all of these propositions, the Plaintiff is entitled to damages in some amount.

## INSTRUCTION NO. 20

A contract is an agreement between two or more persons to do or not to do something.

INSTRUCTION NO. 21

The Defendants Suzan Erem and Edward (Paul) Durrenberger “knew” of the contract if the Defendants either had actual knowledge of the contract or else had knowledge of facts which, if followed by reasonable inquiry, would have led to disclosure of the contract between the Plaintiff and Peter and Meghan Byler.

## INSTRUCTION NO. 22

In determining whether Defendants' conduct in intentionally interfering with a contract is improper you should determine whether the conduct was fair and reasonable under the circumstances. In determining whether the conduct was improper, you may consider:

1. The nature of the conduct.
2. The Defendants' motive.
3. The interests of the party with which the conduct interferes.
4. The interest sought to be advanced by the Defendants.
5. The social interests in protecting the freedom of action of the Defendants and the contractual interests of the other party.
6. The nearness or remoteness of the Defendants' conduct to the interference.
7. The relations between the parties.

A party does not improperly interfere with another's contract by exercising its own legal rights in protection of its own financial interests.

INSTRUCTION NO. 23

Defendants' interference with a contract is intentional if the Defendants either interfere with the contract on purpose or know the conduct is substantially certain to interfere with the contract.

INSTRUCTION NO. 24

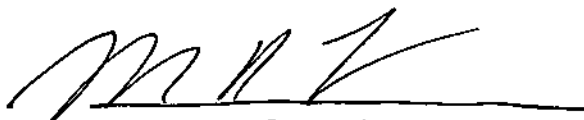
I am giving you three verdict forms and questions. During the first six hours of deliberations, excluding meals and recesses outside your jury room, your decision must be unanimous. If you all agree, the verdict and answers to questions must be signed by your foreman or forewoman.

After deliberating for six hours from 6:30 o'clock 1-15-2026 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 and questions must be signed by all seven jurors who agree.

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

Dated: 1/14/2026

FILED  
2025 JUN 15 PM 3:04  
CLERK OF DISTRICT COURT  
JOHN S. V. ...



Mark David Fisher  
District Court Judge  
Sixth Judicial District of Iowa

1/16/2026  
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**IV. VERDICT FORMS**

IN THE IOWA DISTRICT COURT IN AND FOR JOHNSON COUNTY

GRANT SCHULTZ,

Plaintiff,

vs.

SUZAN EREM,  
EDWARD DURRENBERGER,  
a.k.a. PAUL DURRENBERGER

Defendant.

Case No. LACV081115

**VERDICT FORMS 1, 2 & 3**

SUZAN EREM AND EDWARD  
DURRENBERGER, a.k.a. PAUL  
DURRENBERGER,

Counterclaim Plaintiffs,

vs.

GRANT SCHULTZ,

Counterclaim Defendant.

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JUN 15 PM 3:05  
CLERK OF DISTRICT COURT  
JOHNSON COUNTY, IOWA

We find the following verdict on the questions submitted to us:

**VERDICT FORM NO. 1**

**Question No. 1:** Was Grant Schultz's ability to perform the Settlement Agreement and Mutual Release as required by its terms prevented or made impossible by Suzan Erem and/or Edward (Paul) Durrenberger?

Answer "yes" or "no."

ANSWER: NO

[If your answer was "no" do not answer Questions No. 2, 3, or 4 and proceed to Verdict Form 2;  
and if your answer was "yes" then answer Question No.2]

**Question No. 2:** Did Suzan Erem or Edward (Paul) Durrenberger breach the terms of the Settlement Agreement and Mutual Release they had with Grant Schultz?

Answer "yes" or "no."

ANSWER: \_\_\_\_\_

[If your answer was "no" do not answer Questions No. 3 or 4 and proceed to Verdict Form 2;  
and if your answer was "yes" then answer Question No.3]

**Question No. 3:** Was any breach of the Settlement Agreement and Mutual Release by the Defendants a cause of damage to the Plaintiff?

Answer "yes" or "no."

ANSWER: \_\_\_\_\_

[If your answer was "no" do not answer Question No. 4 and proceed to Verdict Form 2; and if

your answer was “yes” then answer Question No.4]

**Question No. 4:** State the amount of damages sustained by the Plaintiff and caused by any breach by the Defendants of the Settlement Agreement and Mutual Release.

Damages: \_\_\_\_\_.

**VERDICT FORM NO. 2**

**Question No. 1:** Did Suzan Erem and/or Edward (Paul) Durrenberger know of a contract between the Plaintiff and Peter and Meghan Byler?

Answer "yes" or "no."

ANSWER: Yes

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CLERK OF DISTRICT COURT  
JOHNSON COUNTY, MISSOURI

[If your answer was "no" then do not answer Questions No. 2, 3, or 4 and proceed to Verdict Form No. 3; and if your answer was "yes" then answer Question No. 2]

**Question No. 2:** Did Suzan Erem and/or Edward (Paul) Durrenberger intentionally and improperly interfere with a contract between the Plaintiff and Peter and Meghan Byler?

Answer "yes" or "no."

ANSWER: NO

[If your answer was "no" then do not answer Questions No. 3 or 4 and proceed to Verdict Form No. 3; and if your answer was "yes" then answer Question No. 3]

**Question No. 3:** Was the intentional interference of Suzan Erem and Edward (Paul)

Durrenberger a cause of damage to the Plaintiff?

Answer "yes" or "no."

ANSWER: \_\_\_\_\_

[If your answer was "no" then do not answer Question No. 4 and proceed to Verdict Form No. 3;  
and if your answer was "yes" then answer Question No. 4]

**Question No. 4:** State the amount of damage sustained by the Plaintiff and caused by the interference of Suzan Erem and Edward (Paul) Durrenberger with the Plaintiff's contract with Peter and Meghan Byler.

Damages: \_\_\_\_\_.

**VERDICT FORM NO. 3**

**Question No. 1:** Did Suzan Erem and Edward (Paul) Durrenberger perform under the terms of the Settlement Agreement and Mutual Release?

Answer "yes" or "no."

ANSWER: Yes

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[If your answer was "no," do not answer Questions No. 2, 3, and 4; and if your answer was "yes" then answer Question No. 2]

**Question No. 2:** Did Grant Schultz breach the terms of the Settlement Agreement and Mutual Release that he entered into with Suzan Erem and Edward (Paul) Durrenberger?

Answer "yes" or "no."

ANSWER: Yes

[If your answer was "no," do not answer Questions No. 3 and 4; and if your answer was "yes" then answer Question No. 3]

**Question No. 3:** Was any breach of the Settlement Agreement and Mutual Release by Grant

Schultz a cause of damage to Suzan Erem and Edward (Paul) Durrenberger?

Answer "yes" or "no."

ANSWER: NO

[If your answer was "no," do not answer Question No. 4; and if your answer was "yes" then answer Question No. 4]

**Question No. 4:** State the amount of damage sustained by Suzan Erem and Edward (Paul) Durrenberger and caused by the breach of the Settlement Agreement and Mutual Release.

Damages: \_\_\_\_\_.

FOREPERSON\*

\*To be signed only if verdict is unanimous.

          
Juror\*\*

          
Juror\*\*

          
Juror\*\*

          
Juror\*\*

          
Juror\*\*

          
Juror\*\*

          
Juror\*\*

\*\*To be signed by the jurors agreeing thereto after six hours or more of deliberation

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