

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

**JOHN HENDERSON and
MAUREEN HENDERSON,
Plaintiffs,**

VS.

GOODWIN CONSTRUCTION, LLC,
Defendant.

CRIMINAL NO. LACV152476

JURY INSTRUCTIONS

Ladies and Gentlemen of the Jury:

In this case the Hendersons, John Henderson and Maureen Henderson, claim they contracted with the defendant, Goodwin Construction, LLC. for a renovation project to the Hendersons' home at 314 Maryhill Dr., Cedar Falls, IA. The Hendersons claim Goodwin Construction failed to substantially perform its obligations under the parties' agreement. The Hendersons claim Goodwin Construction breached the contract. Specifically, the Hendersons claim Goodwin Construction's installation of siding on their home was unworkmanlike. The Hendersons claim that certain damages arose out of the breach of contract.

The defendant, Goodwin Construction, denies its alleged breach of contract and counterclaim the Hendersons breached the contract first by preventing them from performing on the contract. Goodwin Construction claims the Hendersons owe it a debt for the services and materials it provided. The Hendersons deny any debt is owed.

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. 1

100.2

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. 2

100.3

Whenever a party must prove something, the party 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. 3

100.4

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.

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, 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. 4

100.7

The Hendersons served on Goodwin Construction written requests 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 Goodwin Construction or which it failed to deny.

Instruction No. 5

100.9

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. 6

100.20

The fact that a plaintiff or defendant is a corporation should not affect your decision. All persons 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. 7

100.12

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.

Instruction No. 8

100.14

You have heard evidence claiming witnesses made statements before this trial while under oath which were inconsistent with what the witnesses said in this trial. If you find these statements were made and were inconsistent, then you may consider them as if they were made at this trial. Decide whether to consider the earlier statements for any purpose and what weight to give them.

Instruction No. 9

2400.1

To prevail on their claim, the Hendersons must prove all of the following propositions:

1. The terms of the contract.
2. The Hendersons have done what the contract requires, or the Hendersons have been excused from doing what the contract requires as explained in Instruction No. 16.
3. Goodwin Construction has breached the contract.
4. The amount of any damages Goodwin Construction has caused.

If the Hendersons have failed to prove any of these propositions, the Hendersons are not entitled to damages. If the Hendersons have proved all of these propositions, then you will consider the defenses of excuse, waiver, or prevention as explained in Instruction Nos. 17 & 18.

Instruction No. 10

2400.1

Essentials for Recovery

For Goodwin Construction to prevail on their counterclaim, they must prove all of the following propositions:

1. The terms of the contract.
2. Goodwin Construction has done what the contract requires, or Goodwin Construction has been excused from doing what the contract requires as explained in Instruction Nos. 17 & 18.
3. The Hendersons breached the contract.
4. The amount of any damages the Hendersons have caused.

If Goodwin Construction has failed to prove any of these propositions, Goodwin Construction is not entitled to damages. If Goodwin Construction has proved all of these propositions, then you will consider the defense of excuse as explained in Instruction No. 16.

Instruction No. 11

2400.5

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. 12

2400.6

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

Instruction No. 13

2400.7

Regarding the Henderson's claim, when a person agrees to do something for a specified consideration to be received after full performance, they are not entitled to any part of the consideration until they have performed as agreed unless full performance has been excused, waived, or prevented.

However, if the Hendersons have not fully performed under the terms of the contract, they may still recover some amount if the failure to render performance due at an earlier time was not material. In determining whether a failure to render or to offer performance is material, the following circumstances are significant:

1. The extent to which Goodwin Construction will be deprived of the benefit which it reasonably expected.
2. The extent to which Goodwin Construction can be adequately compensated for the part of that benefit of which it will be deprived.
3. The extent to which the Hendersons will suffer forfeiture.
4. The likelihood that the Hendersons will cure the failure, taking account of all the circumstances including any reasonable assurances.
5. The extent to which the behavior of the Hendersons is in line with standards of good faith and fair dealing.

Instruction No. 14

Regarding Goodwin Construction's claim, when a person agrees to do something for a specified consideration to be received after full performance, it is not entitled to any part of the consideration until it has performed as agreed unless full performance has been excused.

However, if Goodwin Construction has not fully performed under the terms of the contract, it may still recover some amount if the failure to render performance due at an earlier time was not material. In determining whether a failure to render or to offer performance is material, the following circumstances are significant:

1. The extent to which the Hendersons will be deprived of the benefit which they reasonably expected.
2. The extent to which the Hendersons can be adequately compensated for the part of that benefit of which they will be deprived.
3. The extent to which Goodwin Construction will suffer forfeiture.
4. The likelihood that Goodwin Construction will cure the failure, taking account of all the circumstances including any reasonable assurances.
5. The extent to which the behavior of Goodwin Construction is in line with standards of good faith and fair dealing.

Instruction No. 15

If you find the parties entered into a contract, you may need to decide whether a party who performed the work under the contract substantially performed that contract.

The party claiming it substantially performed the contract has the burden to prove substantial performance by a preponderance of the evidence.

"Substantial performance" means performance that, despite minor deviations from the contract requirements, provides the other party the important and essential benefits of the contract and is not a material breach.

In deciding whether there was substantial performance in a construction contract, you may consider whether any omissions or deviations from the contract requirements were:

1. inadvertent or unintentional;
2. not the result of bad faith;
3. did not impair the structure as a whole;
4. remediable without doing material damage to other parts of the work in tearing down and reconstructing; and
5. capable of being fairly compensated for by a deduction from the contract price.

"Slight defects" are minor imperfections or incomplete items that do not materially interfere with the essential purpose of the contract and can be addressed without unfairness by a reasonable adjustment in the contract price.

A "material breach" (or "material failure to perform") is a failure to perform that is significant enough that it prevents the other party from receiving the important and essential benefits of the contract.

If you find substantial performance, then the performing party is entitled to the contract price minus a reasonable amount to account for any proven defects or incomplete work.

If you find substantial performance, then the other party has the burden to prove the existence and reasonable amount of any deductions from the contract price attributable to defects or incomplete work.

Instruction No. 16

2400.8

The Hendersons claim their performance was excused because of Goodwin Construction's material breach of the parties' contract.

If the Hendersons have proved Goodwin Construction materially breached the parties' contract, then you shall find for the Hendersons on Goodwin Construction's breach of contract counterclaim.

If the Hendersons failed to prove Goodwin Construction breached the parties' agreement, then you shall decide whether Goodwin Construction is entitled to recover damages on its breach of contract claim.

Instruction No. 17

2400.8

Goodwin Construction claims its performance was excused because of the Hendersons' material breach of the parties' contract.

If Goodwin Construction has proved the Hendersons materially breached the parties' contract, then you shall find for Goodwin Construction on the Hendersons' breach of contract claim.

If Goodwin Construction failed to prove the Hendersons breached the parties' agreement, then you shall decide whether the Hendersons are entitled to recover damages on its breach of contract claim.

Instruction No. 18

2400.8

Goodwin Construction claims performance was excused because of waiver or prevention.

Performance is excused if the other party prevents it.

The right to insist on performance can be given up. This is known as a "waiver". A waiver may be shown by actions, or you may conclude from the Hendersons' conduct and the surrounding circumstances that a waiver was intended. The essential elements of a waiver are the existence of a right, knowledge of that right, and an intention to give it up.

Performance is excused where one party clearly rejects the contract by giving notice to the other that they will not perform.

If Goodwin Construction has failed to prove waiver, or prevention, then you shall decide whether the Hendersons are entitled to recover damages.

Instruction No. 19

220.1

The measure of damages for breach of a contract is an amount that would place the nonbreaching party in as good a position as they would have enjoyed if the contract had been performed.

The damages you award for breach of contract must be foreseeable or have been reasonably foreseen at the time the parties entered into the contract.

In your consideration of the damages, you may consider the following:

- The amount John Henderson and Maureen Henderson paid to Goodwin Construction for labor and materials for siding under the parties' contract.
- The amount unpaid to Goodwin Construction under the contract between it and John Henderson and Maureen Henderson.

Instruction No. 20

200.38

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. 21

100.21

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. 22

100.18

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.

Reach your verdict without discrimination. In reaching your verdict, you must not consider the defendant's race, color, religious beliefs, national origin, or sex. You are not to return a verdict for or against the defendant unless you would return the same verdict without regard to his race, color, religious beliefs, national origin, or sex.

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. 23

100.23

You still may not communicate with others outside your fellow jurors 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.

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

Instruction No. 24

Occasionally, jurors want to ask a question after they begin deliberating. I have prepared the instructions after carefully considering the case with the attorneys. I have tried to use language which is generally understandable. Usually questions about instructions can be answered by re-reading them. If a question should occur, please consider the following:

- a. Words not defined in these instructions should be given their ordinary meaning.
- b. There will be no additional evidence and no additional instructions of law. These instructions contain all the law you need to decide this case.
- c. I will meet with you after you reach a verdict, if I can. At that time, I will be happy to answer your questions about the trial process.
- d. If you ask me a question during your deliberations, your presiding officer must reduce the question to writing and give it to the court attendant, who will deliver it to me. I must then contact the lawyers and conduct a hearing with them but not in your presence. This naturally takes time and deliberation before I can reply. After that, I will send you a written answer consistent with subparagraphs a and b above.

If, after considering these matters, you still wish to ask me a question, follow the procedure outlined here, then save your written question and the written answer I send you and return them with your verdict form when you have completed your deliberations and returned a verdict.

Instruction No. 25

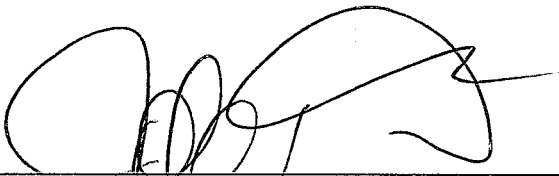
300.1

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 forms must be signed by your foreperson.

After deliberating six hours from 3:05 o'clock P.m., excluding meals and 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 forms must be signed by all seven jurors who agree.

When you have agreed upon the verdicts and appropriately signed them, tell the court attendant.

Dated: February 27, 2026.



JOEL A. DALRYMPLE, JUDGE
FIRST JUDICIAL DISTRICT OF IOWA



State of Iowa Courts

Case Number
LACV152476

Case Title
JOHN AND MAUREEN HENDERSON VS GOODWIN
CONSTRUCTION
JURY INSTRUCTIONS

Type:

So Ordered

A handwritten signature in blue ink, appearing to read "Joel Dalrymple", written over a horizontal line.

Joel Dalrymple, District Court Judge,
First Judicial District of Iowa

Electronically signed on 2026-03-09 11:28:52