

IN THE IOWA DISTRICT COURT IN AND FOR STORY COUNTY

ALEXANDRA "SONDRA" WILSON,)	
)	CASE NO. LACV053674
<i>Petitioner,</i>)	
)	PLAINTIFF ALEXANDRA WILSON'S
v.)	AMENDED PETITION IN PROGRESS
)	
RELIABLE STREET INC, LOCKWOOD)	
CAFE, [REDACTED])	
[REDACTED])	
and [REDACTED])	
)	
<i>Respondents</i>)	

Your Honor, I hereby submit this Amended Petition to the court in response to:

(I) Defendants' omnibus motion filed on February 29, 2024 by Defendants RELIABLE STREET INC and [REDACTED] then joined by Defendants LOCKWOOD CAFE, [REDACTED] and [REDACTED] on March 19.

Omnibus motion included:

- Motion to Recast/Alternative Motion for a More Specific Statement; and
- Motion to Dismiss for Failure to State a Claim.

(II) Two motions Defendants filed on March 31. Motions included:

- Motion to Dismiss;
- Motion to Enlarge Order to Transfer Venue.

(III) The motions I filed on March 15 and April 2, wherein I stated I would have time to amend my petition pursuant to Iowa Rules of Civil Procedure 1.402(4) after graduation;

(IV) Judge Currie's May 16, May 28, and June 7 Orders granting my Motions to Continue and to Amend.

This Amended Petition seeks to address each substantive issue brought forth within

Defendants' motions, thus satisfying their Motions to Recast and for a More Specific Statement. This Amended Petition, in context with the evidence, will demonstrate to the court why it would create injustice to rule in favor of Defendants' Motions to Dismiss and/or to Enlarge Order to Transfer.

Amended Petition

I hereby submit this petition to commence a lawsuit against the following Defendants due to the various tortious acts they performed which caused, continue to cause, and will continue to cause me harm unless I am provided relief from the court:

- Reliable Street Inc (non-profit)
[REDACTED] Reliable St.
Ames, IA 50014
- Lockwood Cafe
[REDACTED] Reliable St.
Ames, IA 50014
- [REDACTED] [REDACTED] President of Reliable Street Inc
- [REDACTED] [REDACTED], Owner of Lockwood Cafe and Vice President of Reliable Street Inc
- [REDACTED] [REDACTED] employee or former employee of Lockwood Cafe
- [REDACTED] [REDACTED] employee or former employee of Lockwood Cafe
- [REDACTED] [REDACTED] co-conspirator and friend or former friend of at least some of the other defendants

According to Attorney Paul [REDACTED] all seven Defendants accepted service on March 19, 2024.

Paul filed an Appearance on behalf of all Defendants on March 20, and may be contacted here:

PAUL J. [REDACTED] (#AT0007443)
of
[REDACTED] & [REDACTED] PC
[REDACTED] First Avenue SE
P.O. Box [REDACTED]

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i. Introduction:

1. On December 5, 2023 I filed a Petition to Commence a Civil Action with the District 5 (Polk County) Courthouse.

2. On February 29, in lines 11 – 24, Defendants moved to transfer the venue to Story County, citing Iowa Code § 616.5.

3. Although I filed a motion for Judge Gronewald to recuse herself, and resisted the motion to transfer venue, that same day on March 15 Judge Gronewald denied my motion to recuse and transferred the case to Story County.

4. On March 31 Defendants moved to augment Judge Gronewald's Order and assign their attorney's fees to me, citing Iowa R. Civ. P. 1.808(1), “When a plaintiff brings an action in the wrong county, upon a defendant’s pre-answer motion, “the court shall order the change [to the proper county] at plaintiff’s costs, which may include reasonable compensation for defendant’s trouble and expense, including attorney’s fees, in attending the wrong county.” However, Iowa R. Civ. P. 1.808(1) should not apply here. I filed the lawsuit in Polk County based on information I received from the Story County Attorney's Office:

- On April 9, 2023 I was told in an email by Officer of the Ames Police Department that the Story County Attorney's Office advised him that this case was not within Story County's jurisdiction (**Attachment A**). He and I had been discussing this matter following my request to file a complaint against and for violating Iowa Code §714.8, “any person who makes any entry in... any public records... knowing the same to be false, is guilty of fraud.”. The way I have come to understand it, based on Officer explanation and my Business Law (BUS 185) class at DMACC, it is that District 5 has subject matter jurisdiction over the majority of the matter which gave rise to this cause of action, including:

- Numerous severely damaging, libelous statements about me into the public record by Defendants ██████ on behalf of Reliable Street Inc, ██████ ██████ on behalf of Lockwood Cafe, and co-conspirator ██████ ██████ in a letter of support, and
- A falsified document that was used as part a fraud scheme to bolster the libelous statements in order to trick the Iowa Civil Rights Commission (ICRC) into not investigating my case (CP#04-22-78265, EEOC# 26A-2022-00580).
- A deceptive document containing out-of-context statements I made which was used to make it appear to the ICRC that the libelous statements against me were true.

It is true that Story County has personal jurisdiction over the Defendants, and has subject matter jurisdiction over the promissory estoppel and discrimination claims. However, Polk County has subject matter jurisdiction over the libelous statements and falsified document entered into the public record via the ICRC. I relied on the Story County Attorney's advice; if the court decides that I filed this case in the wrong county, I respectfully request related fees be assigned to Story County.

5. I also filed the suit in Polk County due to traumatic and unjust experiences I had in the Story County Courthouse in 2006, 2009, and 2022. These experiences led me to believe that I would not be able to receive a fair trial in Story County, and that Polk County was a more appropriate venue:

- In 2006 Officer ██████ ██████ arrested me under false pretenses at the Kum & Go gas station in West Ames. I was playing guitar out front, and apparently the staff called the police to have me removed from the property. After running my social security number, he arrested me because my current name and gender did not match my Iowa records. I told him I was transgender and receiving medical care in California, and that I was back in Iowa visiting. That is when his demeanor toward me changed. Officer ██████ arrested me for “interfering with official acts” and “trespassing”. Officer ██████ wrote false information into the record in order to justify the arrest. He wrote that I had been asked to leave and refused, but I was compliant. His partner, Officer Rivera, told me as he drove me to the Nevada jail that they were just going to ask me to leave, and that they “never arrest people for playing guitar”. He said it was Officer ██████ idea to arrest me, and it only had to do with the transgender issue.

- I plead *not guilty* to the above charges via a audio-video appearance from the Nevada jail. On the day of my trial, after exiting the restroom across the hall from the courthouse, Officer [REDACTED] arrested me a again; this time for “trespassing” into the women's restroom. This was back before the Iowa Civil Rights Act included legal protections for persons based on “gender identity”. I felt targeted and harassed by Officer [REDACTED] at this point. I did not know at the time that Judge Steven [REDACTED] [REDACTED] directed Officer [REDACTED] of the Ames PD to arrest me.
 - Attorney [REDACTED] [REDACTED] a friend of my parents, met with me in jail and offered to help pro bono. He said that this situation was unprecedented so I was unable to sue. He told me that the City of Ames, however, offered me a letter of apology and \$1500, and that the letter of apology would set a precedent so that the next transgender person who was arrested for this would be able to sue. I accepted this offer (**Attachment B – letter of apology and check**).
 - Some time after the trial, a local librarian flagged me down inside the Ames Public Library and told me that after I was arrested, Ames officials had to take a class to learn about transgender people. She told me that several of the officials did not take the class seriously, and that she was “embarrassed” and “so sorry” for what I went through.
- In 2009 I was falsely accused of assaulting a woman at the Culver's restaurant in Ames. Her own witness testified that he “saw the whole thing” and that I never touched her, however Judge [REDACTED] [REDACTED] ruled in her favor regardless.
 - Following the trial, Officer [REDACTED] approached me in the hallway, told me that he recognized the trial was unfair, and advised me to leave the state for my safety based on what he was hearing “behind the scenes” from other local officials. He informed me that some of them were upset about me receiving the apology letter back in 2006, and that I should leave the state for my safety.
 - I took his warning seriously and left Iowa, rarely returning and remaining homeless until 2018. I moved back in 2018 in large part because I wanted to live closer to my parent's as they got older. I hoped enough time had passed that some of these past issues with involving local officials had blown over.
- It was either March 22 or March 29, 2022 at Reliable Street Inc's open mic, that, in context with a song I played, I told the story of what happened back in 2006 and 2009 to the audience. [REDACTED] [REDACTED] was present, and at the time I did not know she was harboring negative feelings toward. In hindsight, I believe this is when she (and others?) may have hatched the idea that I could be falsely accused of something in order to remove me from the property.

- After learning about the defamatory statements entered into the public record against me by the various Defendants, I strongly suspected that if I sued, [REDACTED] would bring up the fabricated assault charges Judge [REDACTED] [REDACTED] put onto my record back in 2009. This was definitely strong leverage, and I knew she learned that story just before I was barred from the property under false pretenses. Therefore I went to the Story County Courthouse and ordered copies of the dockets from the 2006 and 2009 cases in order to see what could be done about them. Upon examining the dockets, I learned:
 - Judge [REDACTED] [REDACTED] ordered Officer [REDACTED] to arrest back in 2006. Mr. [REDACTED] therefore filed a motion to recuse against Judge [REDACTED] [REDACTED] due to separation of powers. Mr. [REDACTED] did not inform me of this in 2006, so in 2009 I did not know Judge [REDACTED] [REDACTED] was required to recuse himself from the assault case. I filed a complaint with the Iowa Judicial Qualifications Commission against Judge [REDACTED] [REDACTED] as soon as I found out.
 - Iowa R. Civ. P. 1.801(3) sets forth, “On motion, the place of trial may be changed... where the issues are triable to the court alone, except for prejudice of the judge.” This rule, in context with the abuses of power Judge [REDACTED] [REDACTED] performed against me and the trauma I experience from all this, led me to believe that Story County was not an appropriate venue for this case. Although the rule states that on motion the place of trial may be changed, the rule appeared to me to imply that instead of filing it in one court, then filing a motion, one could bypass the extra steps and explain this to the judge in the Polk County case. Judge Gronewald, however, did not seem receptive to this.
 - Mr. [REDACTED] entered into a plea agreement I was not informed about nor would I have consented to. He changed my “not guilty” pleas from the Kum & Go arrest to “guilty” without my knowledge or consent in exchange for the letter of apology and a \$1500 check from the City of Ames. The settlement check and letter of apology, however, were not entered into the court records! No precedent was set, as Mr. [REDACTED] had promised. Additionally, Mr. [REDACTED] misgendered throughout his filings, which I never was shown.

6. Another reason I filed in Polk County instead of Story County was due to the popularity of Reliable Street Inc and Lockwood Cafe. Iowa R. Civ. P. 1. 801(3) sets forth, “On motion, the place of trial may be changed... if the trial judge or the inhabitants of the county are so prejudiced against the moving party, or if an adverse party has such undue influence over the

county's inhabitants that the [REDACTED] cannot obtain a fair trial.” A local acquaintance, Emma Grace, brought forth this very concern when I was discussing with her what I was going through. You can read her comments about the popularity of Reliable Street Inc, and the prejudice of local inhabitants in [Attachment C](#).

7. On February 29 Defendants filed a Motion to Dismiss for Failure to State a Claim.

Defendants admitted, however, in line 36, “[Plaintiff’s] Petition lists four specific claims”: discrimination, fraud, promissory estoppel, and multiple acts of defamation (libel per se). This case ought not be dismissed for failure to state a claim.

8. In line 37 Defendants argued that my Petition did not make clear which Defendants were the subject of each claim, then, in lines 93–99 Defendants moved for a more specific statement. While this Amended Petition *does* specify which Defendants are the subject of each claim, there is no way for me to know, with the evidence before me, which Defendant(s) had knowledge of the falsified document [REDACTED] [REDACTED] submitted to the ICRC at the time she filed it. In fact, short of an admission by one or more of the Defendants, it may be impossible to determine if [REDACTED] had knowledge that the document she submitted was falsified. This is, in large part, why wish to acquire depositions from each of the Defendants.

9. In line 77 Defendants argued that my defamation claim ought be dismissed because “any allegations related to statements submitted to the Iowa Civil Rights Commission (ICRC) should be dismissed [because] these statements do not qualify as the 'publication' of a statement”.

However, according to an Advisory Opinion provided to ICRC in 2013,

“The Iowa Civil Rights Commission is subject to Chapter 22, the open records statute, as a government body by definition Consequently the records generated by the ICRC are 'public records' defined in Section 22.1(3) unless otherwise excluded. Section 22.2 provides, in part, that 'Every person shall have

the right to examine and copy a public record and to publish or otherwise disseminate a public record or the information contained in a public record.¹ kept by the ICRC are available to the public upon request.”

Whereas ICRC's records are “public”, therefore the statements have been “published”. My defamation claims ought not be dismissed on these grounds.

10. In lines 38 – 89 Defendants' listed each claim in turn, as well as arguments as to why they feel each claim ought to be dismissed: the discrimination claim within lines 38– 50, the fraud claim within lines 51 – 61, the promissory estoppel claim within lines 62 – 73, and the defamation claim within lines 74 – 89. Information provided in this Amended Petition, in context with the evidence, controverts each of the Defendants' arguments and exposes that several of the Defendants' tortious actions were, in fact, malicious and premeditated in nature. Their March 31 motions to get this case dismissed and have me pay for their attorney's fees are nothing more than an attempted furtherance of the conspiracy at least some of the Defendants appear to have knowingly entered into with each other.

11. In line 92 Defendants moved for me to recast the Petition because it did not comply with Iowa R. Civ. P. 1.412: it did not contain numbered paragraphs and the paragraphs are not limited as far as practicable to a statement of a single set of circumstances. I believe this Amended Petition conforms.

12. The contents within this Amended Petition, in context with the evidence (**Exhibits A – Q**), appear to me to controvert each of the Defendants' substantive arguments.

ii. Evidence:

13. This Amended Petition references numerous “Exhibits”. Each Exhibit represents a

¹ “13AO:0001 Request for Advisory Opinion, Iowa Civil Rights Commission.” *Iowa Public Information Board*, 27 Nov. 2023, ipib.iowa.gov/advisory-opinion-icrc.

folder located inside a Google Doc folder. I intend to submit these Exhibits as evidence to the court. Each Exhibit contains screenshots of:

- Emails, text messages, and Discord or Facebook messages between myself and involved parties, including Defendants, between Aug. 7 2021 and April 2022. Some texts were screenshotted from my phone, and some were screenshotted from a PDF. The PDF consists of text messages between me and the various parties, and was created using the Legal Text Collector app. These texts expose the Defendants libelous statements and fraud scheme.
- Before and after photos of the outside area [REDACTED] Reliable St. in Ames, IA, where I performed work for Reliable Street Inc and Lockwood Cafe in accordance with two separate agreements I entered into:
 - The garden agreement – with [REDACTED] [REDACTED] on behalf of Reliable Street Inc and [REDACTED] [REDACTED] on behalf of Lockwood Cafe and Reliable Street Inc.
 - The prairie agreement – with [REDACTED] [REDACTED] on behalf of Reliable Street Inc.
- Libelous statements entered into the public record via the ICRC in retaliation against me for filing a complaint against non-profit Reliable Street Inc, Lockwood Cafe, and the registered owner of the property at the time, Love Club LLC. Statements were submitted by the following Defendants, with intent to deceive the ICRC and convince them not to investigate:
 - [REDACTED] [REDACTED] on behalf of Reliable Street Inc. [REDACTED] comments included multiple instances of libel per se and libel per quod.
 - [REDACTED] [REDACTED] in a letter of support, which contained:
 - Numerous false and damaging personal testimonies wherein Defendant claimed to have witnessed actions I never performed nor would I perform.
- [REDACTED] [REDACTED] statement to the ICRC included:
 - A statement allegedly submitted to her by [REDACTED] [REDACTED] [REDACTED] statement included false, damaging, libelous statements alongside out-of-context screenshots of things I wrote to her in private chats. These out-of-context statements were placed alongside [REDACTED] false testimony in order to damage my reputation and convince:
 - [REDACTED] and [REDACTED] to bar me from the property, and/or

- The ICRC not to investigate the case.

According to the documents [REDACTED] submitted, [REDACTED] accused me of:

- Direct and indirect racist comments, and
- Shaming her about her sexual orientation.
- Descriptions of libelous statements given to [REDACTED] about me, describing horrible behaviors toward both [REDACTED] and [REDACTED]. According to [REDACTED], [REDACTED] and [REDACTED] accused me of behaving in ways which I did not, and performing actions which violate my moral code and the moral code of society at large.
- A falsified document allegedly submitted to [REDACTED], [REDACTED] by Defendant [REDACTED], [REDACTED] submitted these documents to the ICRC along with her statement. It is unclear to me at this time whether:
 - a.) [REDACTED], [REDACTED] created the falsified document without [REDACTED] knowing she modified it; or
 - b.) [REDACTED] and [REDACTED] conspired together to create the falsified document; or
 - c.) [REDACTED], [REDACTED] created the falsified document without informing [REDACTED] otherwise.

14. It appears that multiple Defendants, and possibly all of them, knew about the falsified document, and used it, in collaboration with one another, in order to bolster and promote the false, extremely damaging defamatory statements submitted to the ICRC by [REDACTED], [REDACTED] and [REDACTED] in order to:

- (i) convince the Iowa Civil Rights Commission to not investigate my case;
- (ii) harm my reputation as a form of retaliation against me for having filed a legitimate complaint against Lockwood Cafe, Reliable Street Inc, and Love Club LLC;
- (iii) as a discreet and very serious direct threat directed toward me that ICRC would likely not detect. The purpose of this threat was to warn me that the extremely damaging allegations the Defendants had now entered into the public record against me by the Defendants could later be used as political tool for use in attacking me and my political endeavors. The threat was not only against me, but also the political organization I worked for years developing prior to founding it in 2018: Wild

Willpower PAC. The statements currently have the potential to be used to politically attack my campaign for Iowa Governor, my music and art, my publications, and numerous other aspects of my life and future career. Defendants essentially lit a fire that I had no choice but to put out immediately: hence this lawsuit.

I. CLAIM

15. While living in the residential area of west Ames with my boyfriend Cody, I first visited Lockwood Cafe in summer 2021. They had excellent food, a kind staff, and an artistic community vibe. Their staff would often spark conversations with customers, including Cody and me. Defendant [REDACTED] [REDACTED] husband and co-founder of Lockwood Cafe, [REDACTED] had previously been Cody's professor at Iowa State University, so there was a natural friendship from the moment we learned the couple owned the new business. Lockwood Cafe is the only place to eat on the outskirts of far west Ames. It is not a chain store, and carries a welcoming, laid back atmosphere. We became regular customers and were treated kindly by every staff member from the moment we first visited until the last time we saw them. During lazy late summer days when the cafe was nearly empty except for the staff, conversations between employees and myself were often robust and joyful. I knew each of them by names and vice versa, and every time I would visit, they would write heartwarming messages on my to-go packaging. Eventually I began cutting these out and sticking them to Cody's fridge when I got home (**Exhibit A**). Messages such as these continued throughout March 2022, so it came as an emotionally hurtful shock when everything suddenly changed on March 31, 2022. I absolutely did not expect what was to come, and I take no joy in filing this lawsuit. Unfortunately – as will become evident later in this petition – I was left with no choice.

16. Please note that I do not believe this lawsuit has anything to do with the majority of Lockwood Cafe's staff. Rather, it has to do with the actions of five individuals, three of whom

worked for Lockwood Cafe at the time: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] and [REDACTED] [REDACTED]

17. Based on the evidence I have before me, [REDACTED] appears to be the only Defendant whose actions might not have been malicious and premeditated in nature. I believe the discrimination I experienced from her was not performed consciously, but rather out of genuine concern for her employees, and without enough information to assess what was actually going on. I believe that discrimination absolutely occurred, however, because following defamatory statements against me by two of her female employees, there was a presumption of guilt against the transgender woman (me) without any questioning or conversation with me about what was going on. “Violating women's spaces” is a typical political attack used to attack transgender women.

18. I had hoped we could talk through the discrimination issue with the help of a mediator via the ICRC, and I could be reimbursed for my labor that I would not have performed had I known the agreements would be breached (especially in the manner in which they were). I was not given that opportunity, however, when ICRC closed the case. Had the defendants been truthful to the ICRC about what transpired, I wholeheartedly believe ICRC would have set us up with a mediator instead of administratively closing the case. There would have been no need for this lawsuit.

19. I believe the ICRC closed the case because [REDACTED] [REDACTED] [REDACTED] and [REDACTED] conspired against me in retaliation for filing the complaint. I suspect that [REDACTED] [REDACTED] and Lockwood Cafe ended up caught in the middle of this horrible situation, however until all the facts come forth – especially with regard to the falsified document [REDACTED] submitted to the ICRC

– she cannot be ruled out. I want the truth of what happened – and exactly who is at fault – to be revealed. I also have a right to recover damages, and propose multiple equitable remedies to prevent other individuals and businesses from being harmed in the way that both myself and Lockwood Cafe appear to have been harmed by this unfortunate and very sad situation.

20. If [REDACTED] was pressured into complaining to [REDACTED] against me based on false allegations by [REDACTED] and [REDACTED] and did not know about the falsified document or libelous statements, Lockwood Cafe may still be liable under the doctrine of *respondeat superior*.

According to Black's Law Dictionary, “The doctrine holding an employer or principal liable for the employee’s or agent’s wrongful acts committed within the scope of the employment or agency.” Scope of employment is defined as, “The range of reasonable and foreseeable activities that an employee engages in while carrying out the employer's business; the field of action in which a [REDACTED] I authorized to act in the master-[REDACTED] relationship. An employer is not vicariously liable for torts committed by an employee acting outside the scope of employment. An employer that is culpable in some way may be subject to direct liability” (Black's Law Dictionary 10 ed.).

Sept 2021 – March 2022:
Volunteered at Reliable Street Inc's open mic nights – Exhibit B

21. I signed up for my first open mic at Reliable Street Inc on September 14, 2021, which is where I first met Defendant [REDACTED] [REDACTED]. She emceed the event. I heard about the event through Lockwood Cafe's staff, who knew I was an artist and musician. I did not know Reliable Street Inc existed yet, as the name of the non-profit was not announced at the event, and it was held within the outside dining area of Lockwood Cafe. At that time I was under the impression it was being hosted by Lockwood Cafe.

22. During the open mic [REDACTED] asked if anyone in the audience could help set up and tear down future open mics. I volunteered, and [REDACTED] gave me her phone number so we could coordinate.

23. I continued to volunteer coming in early to help set up the open mics, and staying late to help put things back in order nearly every Tuesday until March 2022. In fact I was the only volunteer who consistently did this. Another Lockwood Cafe customer and regular attendee of the open mics, Travis Lala, would often volunteer as well. Sometimes, when [REDACTED] wasn't able to make it, she would ask us to help run it in her absence, which we did (**Exhibit B**).

24. [REDACTED] and I would hang out and talk before and after each open mic. She often included heart signs, smiley faces, and expressions of gratitude in her text messages to me (**Exhibit C**). Over time I became under the impression we were friends. We always had a wonderful time at the open mics. I genuinely believe that whatever feelings [REDACTED] would later come to harbor against me did not exist for a long period of time.

September 18, 2021:
Befriended Defendant [REDACTED] [REDACTED] at a local event

25. That same night, [REDACTED] invited me to perform at an LGBT+ friendly event happening on September 18. It was at this event that I would meet and talk at length with Defendant [REDACTED] [REDACTED] an employee whom I'd only met in the work setting at Lockwood Cafe. We had a lot in common, including a love for gardening, Iowa's native prairies, and music. [REDACTED] watched me perform, and expressed that she liked my music. From then on, she and I talked regularly at Lockwood Cafe, and she would always say hi and come talk. We talked on the phone occasionally and exchanged many texts through March 2022. Her text messages indicated

nothing but friendship and affection toward me through March, 2022, as evidenced in [Exhibit D](#). As with [REDACTED] I believe that whatever feelings [REDACTED] would eventually come to harbor against me did not exist for many months.

Sept – Oct 2021:

Volunteered to make and disseminate a Flier for the Open Mic;

[REDACTED] wanted this, and gave directions on how to design it – [Exhibit E](#)

26. On September 21, because only a few people had shown up to the previous open mic, I mentioned to [REDACTED] that I could make a flier to help promote it. Her response was “Awesome!”. She also expressed her intent to show another attendee, Travis and I, how to set up the open mic for occasions when she would not be available to host. These interactions are found in [Exhibit E1](#). I created the flier, then sent it to [REDACTED]. On September 30 [REDACTED] instructed me on a correction she'd like made ([Exhibit E3](#)). Reliable Street Inc then posted the flier on their Facebook page on October 4, 2021 ([E4](#)). Following the October 12 open mic, where again I volunteered to help set up and tear down, [REDACTED] sent me a text stating, “Thank you for continuously affirming we're gonna make this amazing. It's so nice to have someone else who believes.” ([E5](#)). The next day I informed her that I updated the flier with a better photo, and asked if she wanted her phone number on the pulltabs. She replied, “Yeah I think people like the pull tabs” ([E7](#)). On October 21 and 22, as she and I discussed during the previous open mic, I informed her that I hung them up around town. Her responses were, “Yes!!!!” and “Awesome!” ([E8](#)).

27. Our interactions with regard to the flier is one of many situations [REDACTED] would later lie about to the ICRC. Here is what [REDACTED] wrote to the ICRC with regard to the flier: “Sondra first appeared to me at the Open Mic I host every Tuesday.... She was an immediate fixture, showing up early, wanting to help with the event and taking on other unsolicited responsibilities.

For example, she created a flier for the Open Mic to hang around town without me asking or even asking me if I wanted that.” (Exhibit Q). She lied about interactions such as this in order to:

- Attempt to paint me in a negative light and cast doubt on my character,
- Make it appear like others were the victims of my bad behavior,
- Make it appear as if her executive actions (banning me from the property) were justified, and
- Convince the ICRC that I was not discriminated against.

September – October 2021:
Entered Two Agreements pertaining to the Promissory Estoppel Claims – Exhibit F and G

28. Over the course of my visits to Lockwood Cafe, I noticed the garden located on the property was overgrown with weeds and plants weren't being sufficiently watered and cared for (Exhibit H1). I mentioned to Defendant [REDACTED] [REDACTED] that I was happy to help because I live close, was available during the day, and love gardening.

29. [REDACTED] and several members of Lockwood Cafe's staff were aware I founded Wild Willpower PAC and that I worked alongside US Army Veteran Richard Lonewolf to create an ethnobotany textbook called More Valuable Than Gold.² I also told [REDACTED] that have experience gardening, and showed her a booklet I'd written about “Homesteading Starter Kits”.³ I had given both [REDACTED] and [REDACTED] my business card at different times, shown them my book, and talked to them about my skill sets, so they knew I had these skills.

30. Also, by the time I ran this offer by [REDACTED] several Lockwood Cafe employees had shown interest in my studies with Lonewolf, especially [REDACTED] [REDACTED] and [REDACTED] [REDACTED]

2 Link to More Valuable than Gold: https://heuss.presencehost.net/customer_portal/login.html?ut=ccf1a513-df9a-4ded-9f3c-1f6d31b38d87

3 Homesteading Starter Kits: <https://wildwillpower.org/service-projects/gardens-across-iowa/easy-to-use-year-long-planting-guide>

█████ was passionate about the prairie, and █████ expressed interest and told me that she was interested in her indigenous ancestry. We discussed this topic in context with my ethnobotanical and cultural studies alongside Richard Lonewolf and other experts, and how it relates to our shared curiosity about wild edibles and herbal teas within Iowa's tallgrass prairie.

First Agreement entered into with Reliable Street Inc and Lockwood Cafe – Exhibit F

31. Days later █████ approached me, said she had spoken with █████ and that they would like to know if I would help manage the garden. █████ (and later █████ told me that the Ames High School gardening club (Students Helping to End Poverty and Hunger “SHEPH”) created and was managing it, but that not enough upkeep was being done and it needed a lot of work.

32. █████ offered me a 50% discount on all purchases at Lockwood Cafe if I accepted the position, which I was grateful for and accepted. She told me to talk with █████ and SHEPH's President, Emily Poag, first.

33. On September 21 I texted █████ about this interaction, and her response was, “That would be amazing.” (F1). After discussing this agreement and the second agreement in person with her while volunteering at September-October open mics, on October 27 █████ gave the okay for me to start working on both interrelated projects (F2).

34. I requested and waited for approval before performing any task I was unsure about (F3), and sent her updates to make sure she was happy with what was being done. I also checked in to make sure I wasn't sending too many texts (F4). She expressed nothing but gratitude and appreciation in all our communications.

35. In two separate emails, dated January 20 and February 18, 2022, █████ stated that

Emily from SHEPH and I were “taking the lead” and “in charge” of the garden for the year (F5 and F6). This was not news to me, as it was the agreement [REDACTED] [REDACTED] and I had discussed and agreed upon.

36. In accordance with [REDACTED] offer on behalf of Lockwood Cafe, I was given a 50% discount on everything I ordered through March 31. [REDACTED] [REDACTED] mentioned this in a text on March 4, 2022, less than a month before the agreements were breached. He also expressed gratitude for my work (Exhibits F9 and F10).

Second Agreement entered into with Reliable Street Inc – Exhibit G

34. While initially assessing what needed done in the garden, it was apparent that first and foremost the approximately 7' high weeds surrounding the garden needed to be pulled (H1). It was my opinion that installing native tallgrass prairie to surround the garden would be a beautiful addition to the property, would attract customers, and would fit the community atmosphere Reliable Street Inc and Lockwood Cafe were seeking to foster. Over time, it would help keep weeds from encroaching and overtaking the garden again, which is why the Iowa DOT does this to manage roadsides.⁴

35. After learning that the City of Ames will reimburse residents who install native prairie, I asked [REDACTED] [REDACTED] and members of the Lockwood Cafe staff what they thought about the idea, and received positive responses. Every community member I spoke with was excited about the idea. [REDACTED] welcomed me to send her a proposal.

36. Because we had exchanged numbers and she expressed that she wanted to help, on October 20 I asked [REDACTED] if she wanted to help me with prairie restoration research and review

⁴ *Iowa's Roadside Plants*, www.iowadot.gov/pdf_files/plant_profiler.pdf. Accessed 29 May 2024.

the prairie installation proposal before I sent it to [REDACTED] [REDACTED] response was, “I would love to help! I am very passionate about the prairie...” After sharing **Exhibit G1 – proposal to install tallgrass prairie** with [REDACTED] she responded, “It looks great :)” (**G2 – [REDACTED] approves prairie proposal**).

37. After sharing the proposal with [REDACTED] on October 21 (**G3 – sent proposal to [REDACTED]** on October 27 [REDACTED] gave me the okay to go ahead and get started (**G4 – [REDACTED] gives the okay**). She emailed me old blueprints created by SHEPH the previous year so that [REDACTED] and I could record measurements. The old blueprints are the images she mentions in **G4**.

38. On October 27 I informed [REDACTED] that I got a “yes” from [REDACTED] on the prairie, at which point she offered to help me take measurements of the area, which we did (**G5 – yes on prairie, [REDACTED] to help measure**). [REDACTED] and my measurements are found in the **Oct – Dec 2022 timeline** file in the **Exhibit F and G folder**.

October 2021 – March 31, 2022:

Examples of volunteer work I performed in accordance with the agreements – Exhibit H

39. **Exhibit G1 – proposal to install native tallgrass prairie** includes City of Ames fire safety regulations. This section was put together following phone calls I made to the Ames Fire Department for guidance. I was told by Ames FD and the multiple prairie restoration specialists that creating a mulch pathway and then wetting it before control burns was an effective means for conducting control burns. Mulch pathways also would beautify the garden, keep weeds at bay, and provide walkways for gardeners and visitors. This information was shared and approved by everyone interested in the garden and prairie.

40. Reliable Street Inc and Lockwood Cafe did not have a way for volunteers to transport

mulch to the property, so I coordinated, helped haul, and installed approximately six truckloads of mulch to the property over the course of my volunteerism. Defendant [REDACTED] [REDACTED] her father, and her boyfriend helped deliver the first load, and donated several of the 4 x 4s to help create the frames the mulch was poured into. **H5 – hauling mulch to Reliable Street Inc.**

41. I created a Google Doc to record our progress, and to document the work of other volunteers, including [REDACTED] [REDACTED] Luke Gran from Pruneterra, Nate Kemperman from Mustard Seed Farms, and Travis Lala. The document records from October 20 through December 8. I emailed the Doc to [REDACTED] on October 22 so she could remain apprised of what was going on and offer input and direction as needed. The final entry describes a meeting between SHEPH members, Defendants [REDACTED] [REDACTED] and [REDACTED] [REDACTED] who also wanted to volunteer, and myself. During the meeting we decided to develop an online job board where tasks could be posted and volunteers could indicate when they performed a task. It was agreed that any tasks others did not have time to do, I would perform. This ensured everything that needed done would get accomplished, and everyone's contributions could be seen. It also would allow future SHEPH members to know what type of maintenance was needed. I stopped updating the timeline as we switched to the job board I created on www.Freedcamp.com. The Google Doc was downloaded into a PDF: **H1 – Oct – Dec 2021 timeline.**

42. On January 14, 2022 Emily Poag emailed SHEPH's rough draft blueprints and current plans and requested input from everyone involved. I provided Emily with suggestions, answered questions, and created an editable version of the blueprints she sent to the group so that when changes were decided on we could quickly update the blueprints. Emily expressed appreciation for my help. Many of these interactions are found in **H2 – coordinating with SHEPH**, and more can be provided.

43. Because Freedcamp didn't offer some of the features we needed, and so everyone could discuss and coordinate plans together (instead of having to relay conversations and info from text messages between parties), on January 31 I created a Discord server and invited everyone to join and participate.⁵

44. Prior to the Discord server, Emily told me that SHEPH lacked a repository of gardening research which could be passed to future students, so they were essentially researching from scratch each year. I worked for weeks creating step-by-step instructions including planting dates for each plant the students wanted to grow. Blueprints, articles, progress reports, grant applications we could apply for to potentially help with funding, and receipts were posted into the server.

- Although the mulch pathway served the needs of both the garden and prairie, receipts for the wood frames, for example, were important in order to receive reimbursement later via the grant they offer for installing prairie. Again the application for this grant was posted into **Exhibit G1 (proposal to install prairie)**. The grant required us to record costs, then apply for reimbursement after the prairie was installed.

I have since removed Defendants from the server, however all messages are still visible.

45. [REDACTED] [REDACTED] volunteered multiple times to help in the garden, found at least one grant we could apply for, and engaged with the server and text messages. [REDACTED] [REDACTED] came to one meeting, expressed on multiple occasions that she didn't have time to help in the garden, and participated in the Discord server.

46. [REDACTED] suggested I make a sign to help keep the compost in order, which I painted and sent her a photo of in a November 3 email. She responded, "Perfect!" (H3). She also asked me how Lockwood Cafe might be able to compost in winter. I inquired with Iowa State

⁵ Gardening Discord server: <https://discord.gg/DXnSHXqvuQ>

University's composting specialist, Steve Jonas, who visited the property, assessed the situation, and helped formulate a plan which simultaneously would have provided a small greenhouse space for SHEPH to sprout plants. On November 11 and January 9 I emailed [REDACTED] regarding all this. **H3 – responding to [REDACTED] ideas.**

47. A local customer, Audrey, offered to donate a rain barrel to the garden. I asked around, found a volunteer (Travis), and coordinated with Travis Lala to haul it to the garden together. Travis and I hauled/donated two or three loads of mulch as well. [REDACTED] [REDACTED] who often provided good handyman advice, advised me on which product to purchase for the rain cache system we were setting up. **Exhibit H4.**

Other Volunteers Didn't Have Time to Work in the Garden – Exhibit I

48. Throughout winter, I had performed quite a bit of research to prepare for spring planting. Emily used my research to create the sprouting and planting schedule she emailed to the group on February 7.

49. [REDACTED] and [REDACTED] both informed me they were very busy and did not have time to help prep the garden, and Emily informed me the students were busy with finals, and would not be available until April planting. A great deal of work needed done, however, and as originally discussed with [REDACTED] and [REDACTED] when we formed the agreement, and with the rest of the team at our December 8 and subsequent meetings, I performed and documented my tasks on Discord.

I requested a meeting about raising funds for garden supplies – Exhibit J

50. [REDACTED] [REDACTED] and I did not discuss finances for supply needs during our initial conversations, but as I began working it became apparent more supplies than the students could afford were needed:

- Old, cracked hoses needed replaced.
- Plastic buckets were rotted through.
- 4 x 4s were needed for the mulch paths.
- There was no hand saw or other basic tools readily available.
- The tool shed needed a door.

51. At the December 8 meeting Emily explained that garden supplies needed to be applied for well ahead of time. This did not work well in spring when the garden needed prepared, because there were many immediate purchases needed to get things ready before planting the prairie seeds, and then the garden plants in April. I was the only person who had time to work in the garden in March ([Exhibit I](#)), so I was the only one really assessing on-the-ground needs. It therefore became my duty to relay these needs to the team, which I did. No one had any ideas, but this needed to be discussed. It had been awhile since we'd had a meeting, so I texted the group and called for one on March 25.

52. The biggest expense were the many the 4 x 4s needed to finish building the mulch frame. Although [REDACTED] and her dad donated most of them back when we hauled the first load of mulch, several more were needed. I asked everyone involved if anyone had cheap or free leads on 4 x 4s, but no one had any ideas. We needed to get the frame finished before planting, so I purchased them. I posted the receipts in the Discord server to keep a record, and planned to get reimbursed half the costs via the City of Ames' prairie grant ([G1 proposal to install prairie](#)). Again, the grant requires you to install the prairie, then the City of Ames will reimburse you for half the costs afterward. I made the purchase not only as a donation, but also because this was the first time I'd had the opportunity to work on projects like these. I wanted the results to be

beautiful.

53. In March, Emily wrote that SHEPH only had about \$100 in their account. I did not feel right about asking students for supply needs when I read that, which is why I suggested a meeting to discuss ideas (J7 and J8).

54. I went ahead and made purchases for items we needed “immediately” because it would be a bit before everyone would have time for a meeting, and things needed to get done asap. It was not an issue for me to do so. Again, [REDACTED] gave me Reliable Street's mailing address specifically so I could order products for the garden with my own money (F8). [REDACTED] sent me “exactly which product” I should purchase for the rain cache equipment (H4). Our agreements authorized me to make these purchases. This may seem menial for me to mention, but later you will see where Defendants lied to the ICRC via trying to re-frame my purchases as inappropriate and unauthorized.

55. I texted [REDACTED] about the meeting, she responded, “I'm not really sure what to tell you.” (Exhibit H6).

56. I then brought supply needs up with [REDACTED] and he suggested I talk to [REDACTED] This confused me, because she had been unresponsive.

57. I asked [REDACTED] about a possible plant sale or donation jar for the students. She acknowledged I had done a great deal of work, and set up a meeting between the [REDACTED] she, and I so I could give them to get a tour of what had been done, and show what was still needed. I was excited about this meeting because I was proud of the quality of the work I had been doing, and was under the impression everyone was on very good terms with me. I was under the impression I'd be showing what needed to be purchased, and the purchases would be made by

Reliable Street Inc, or we would discuss ideas on how to help the students raise funds. The meeting was set up for March 31, 2022 on Transgender Day of Visibility, an annual event since 2009 dedicated to recognizing societal hardships transgender people face, and contributions trans people offer to society. I saw my work with Reliable Street Inc as a contribution to society, and thought – because of their showings of support to myself and other local trans people – that this meeting was going to be a positive one. I had no idea what was about to happen.

March 31, 2022:

██████████ and ██████████ breached both agreements, barring me from the property and citing unspecified defamatory statements against me;
I was discriminated against – Exhibits C, D, and K

58. As we walked toward the garden and prairie area, ██████████ informed me of the real reason for the meeting. It was not to give a tour, but rather ██████████ and ██████████ claimed they had received a complaint about me “making people feel uncomfortable” and “violating a woman's personal space”.

59. These allegations were extremely concerning, alarming, and completely unexpected. It sounded like someone accused me of workplace harassment, so this was very serious. I paused and really thought about who would have felt that way, or what I may have done to make someone feel that way, but absolutely nothing came to mind. No one had ever indicated to me in any way, shape, or form they felt upset or off-put by me. I really did not expect a conversation like this to be happening. Based on text messages and in-person conversations with everyone involved with the garden/prairie up to this point, I was under the impression that the community was happy with both me and my work. I had gotten along very well and mutual amicability with everyone at Lockwood Cafe, Reliable Street Inc, and other community members who were also

either volunteers, customers, or event attendees. I informed [REDACTED] and [REDACTED] of these thoughts I had about the matter, but their mind was apparently made up before the meeting started. They had resolved to ban me from the property, with no conversation, and with only a vague, offensive allegations which merited more explanation than I was given.

60. I asked [REDACTED] and [REDACTED] for any specific action(s) I was accused of because if I was doing something that made someone feel uncomfortable, I should be given the opportunity to take corrective action or stop doing whatever it was. They told me it was too late for that, and that they needed to “protect the identity of the person who complained” and thus said they would not tell me. I told them this felt really unfair: I was being banned from the property due to unspecified complaints which sounded like I had been accused of harassment. [REDACTED] then divulged that one of the complaints was, “Bombarding people with text messages.” I told her the only people I text really are her or [REDACTED] and based on text messages leading up to that point (Exhibits C and D) this really didn't make sense. I thought back to the times I checked in with [REDACTED] [REDACTED] and Emily in case I was texting too much, and none of them gave any indication whatsoever that I was. [REDACTED] and Emily explicitly told me that I was not texting them too much (Exhibit K).

61. After I said the name “[REDACTED] [REDACTED]” said, “There was actually more than one person who complained.” This seemed odd to me because when they introduced the topic, they only indicated one person, but when I mentioned [REDACTED] they both switched the story to “more than one”. I told [REDACTED] and [REDACTED] “If someone wasn't comfortable with something I was doing, all anyone ever had to do was tell me and I would have absolutely complied,” [REDACTED] responded that I should read a book on “active listening”. This did not make sense to me, because no one had communicated anything with me. How was I supposed to “actively listen” to

something that was never expressed?

62. [REDACTED] handed gave me \$300 in cash. This covered most of the supplies I had purchased, however it certainly did not cover the approximately six months of labor I had just performed. Although my work was done as a volunteer:

- I would never have performed the labor associated with the agreements had I known the agreements were going to be breached – especially in this offensive and unfair manner.
- The fact that I was being removed from the property based on extremely reputation-damaging allegations was going to harm me for the rest of my life, and reflect very poorly on me throughout the Ames community. It would make it more difficult for me to find this type of work. I had no idea what these allegations were about.
- I documented my land restoration work for use in:
 - Providing before and after photos with other landowners or land management organizations interested in installing or seeking management of gardens or prairie. I had hoped to find this type of paid land restoration work in the future, and intended to add this work into my resume and portfolio for use in finding jobs.
 - Instead of leaving Reliable Street Inc with a useful tool (portfolio and resume) to uplift my life, I would be leaving the property empty-handed, having wasted six months of my life on labor-intensive projects which could not be added to my resume or portfolio.
 - Calculating the expenses including labor estimates for use in providing quotes for similar future projects.
 - Providing Reliable Street Inc and Lockwood Cafe with a booklet that could be shown to customers about what went into the prairie restoration. Although not something we had talked about, I thought it would have been meaningful to them and of interest to some community members.

63. I told [REDACTED] and [REDACTED] that their decision was unfair and prejudice – that “violating a woman's space” is a typical political attack against transgender women. I turned and left the property in tears.

64. I have been hurt many times in life, but never so badly by people whom I trusted and perceived as friends. Lockwood Cafe and Reliable Street Inc portrayed themselves as safe community spaces for LGBT+ people, hosting events such as a Transgender Day of Remembrance ceremony and an LGBT+ Singles Mingle. Many local LGBT+ people frequent Lockwood Cafe and Reliable Street Inc's events and art gallery. I would no longer be allowed at events nor – as a local artist – would I be able to find any support from this local nonprofit designed to lift up artists. I would now be effectively excluded from a large part of the local art community.

65. No mention of allegations related to racism were mentioned during this exchange. I believe those allegations – as well as other harmful allegations – would be concocted later, and used in retaliation for me filing a discrimination complaint.

I came to the conclusion I was being gaslighted:

66. After I left the property, for several days I wracked my brain about the complaints against me. I lost sleep and felt genuinely confused about who might have complained or why. I thought about every interaction, and no action I performed nor thing I said came to mind regarding what I may have done which may have been construed as “violating someone's space”.

67. Cody looked through my text message records on my phone to look into the “bombarding people with texts” allegations. After looking through my texts, he said, “Well it definitely wasn't [REDACTED] [who complained]” because the texts between me her do not indicate discomfort, but rather friendship (**Exhibit D**). He also noticed [REDACTED] texts to me often included hearts, and no indication of agitation (**Exhibit C**).

68. It was about 3 or 4 days after the incident when it dawned on me that I was possibly

being gaslighted.

- Merriam-Webster uses the following definition, “The act or practice of grossly misleading someone especially for one's own [REDACTED]”
 - I was enticed and emotionally manipulated into fixing up the property by Defendants Lynday [REDACTED] and [REDACTED] [REDACTED] then once it was nice and cleaned up, I was removed from the property. The Defendants were unjustly enriched, and I was exploited for free labor.

I. Unjust Enrichment Claim:

69. Defendants Reliable Street Inc, [REDACTED] [REDACTED] [REDACTED] [REDACTED] and Lockwood

Cafe were unjustly enriched:

- Ballantine's Law Dictionary Legal Assistant Edition defines unjust enrichment as, “The equitable doctrine that a person who unjustly receives property, money, or other benefits that belong to another may not retain them and is obligated to return them. The remedy of restitution is based upon the principle that equity will not permit unjust enrichment. EXAMPLE: Sam promises to convey Blackacre to Robin if Robin builds a house and barn on the property; Robin builds the house and barn, but Sam refuses to convey Blackacre to Robin. Because Sam has been unjustly enriched, a court will order him to pay Robin for the improvement of his property.”
- In Iowa, unjust enrichment is an equitable claim requiring a plaintiff to establish “the defendant received a benefit that in equity belongs to the plaintiff.” *Behm v. City of Cedar Rapids*, 922 N.W.2d 524, 577 (Iowa 2019) (quoting *Slade v. M.L.E. Inv. Co.*, 566 N.W.2d 503, 506 (Iowa 1997)). The underlying principle is that one party should not receive an unwarranted benefit at another party's expense. *Endress v. Iowa Dep't of Hum. Servs.*, 944 N.W.2d 71, 80 (Iowa 2020). To prove an unjust enrichment claim, a party must show: “(1) enrichment of the defendant, (2) at the expense of the plaintiff, (3) under circumstances that make it unjust for the defendant to retain the benefit.” *Id.* (quoting *Behm*, 922 N.W.2d at 577)
 - (1) Defendants Reliable Street Inc, [REDACTED] [REDACTED] [REDACTED] [REDACTED] and Lockwood Cafe were unjustly enriched;⁶

⁶ I was told that [REDACTED] owned the property, but that I was volunteering for Reliable Street Inc (**Exhibit E3**). [REDACTED] corresponded with me in all emails using [REDACTED] [ReliableStreet.com](mailto:[REDACTED]@ReliableStreet.com). After I was banned from the property I looked the property up on the County Assessor's website and found that LOVE CLUB LLC owns the property. I had never heard of this organization before, but it appears Love Club LLC was unjustly enriched via my unpaid labor. Regardless, Lockwood Cafe and Reliable Street Inc derived benefit from the cleaned up property, making their businesses more attractive to the general public.

- It may not have been [REDACTED] and [REDACTED] intent to unjustly enrich themselves and their businesses, but regardless that is the end result of my time, energy, trust, and labor I regrettably placed into their hands.
- According to page 190 of the textbook used in my BUS 185 class at DMACC, Business Law Today: The Essentials by Roger Miller, the *Responsible Corporate Officer Doctrine* sets forth that corporate directors and officers are personally liable for the crimes they commit, regardless of whether the crimes were committed for their personal benefit or on the corporation's behalf. Additionally, corporate directors and officers may be held liable for the actions of the employees under their supervision. Under the *responsible corporate officer doctrine*, a court may impose criminal liability on a cooperate officer regardless of whether they participated in, directed, or even knew about a given criminal violation.⁷
 - According to the *Responsible Corporate Officer Doctrine*, [REDACTED] [REDACTED] and [REDACTED] [REDACTED] may be personally liable for Reliable Street Inc, Lockwood Cafe, and Love Club LLC's unjust enrichment at my expense.
- (2) At the expense of the plaintiff;
 - My time, physical and emotional energy, trust, and labor were taken from me.
- (3) Under circumstances that make it unjust for the defendant to retain the benefit:
 - The principle of equity makes it unjust for me not to receive restitution.

70. Oxford Dictionary defines gaslighting as, “Manipulate (someone) using psychological methods into questioning their own sanity or powers of reasoning.”

- I was unsure whether someone had actually complained about me, or if [REDACTED] used it as an excuse to remove me from the property for whatever reason. Advising me to “read a book on active listening” and blaming me for violating other people was a way of getting me to question my own sanity instead of realizing what was being done to me.
 - What was “really being done to me” included:
 - Unjust enrichment of the defendants;

⁷ Miller, Roger LeRoy. *Business Law Today: The Essentials*. South-Western Cengage Learning, 2014.

- Defamation by an unknown accuser(s);
- Discrimination against me; and
- Breaches of both agreements (promissory estoppel):

II. First Defamation Claim:

71. In Iowa, defamation is defined as a statement that can cause economic damage to a business, incite hatred, or injure a person's reputation. A plaintiff can sue a defendant for defamation if the defendant made an unprivileged false statement of fact to a third party, either negligently or with actual malice, and the statement caused material harm to the plaintiff. It is the plaintiff's responsibility to prove that the defendant:

- (1) Made an unprivileged false statement of fact;
 - An unknown defendant(s) falsely accused me of “violating their space”; other false statements may or may not have been conveyed.
- (2) Made a statement that caused material harm for the plaintiff;
 - Whatever the complaints were against me, they were damaging enough to:
 - Convince Reliable Street Inc and Lockwood Cafe to decide to breach our agreements
 - Convince [REDACTED] [REDACTED] and [REDACTED] [REDACTED] with their executive authority, to bar me from the property;
 - Cause harm to my reputation – **Exhibit S:**
 - I was creating a portfolio of my work for use in finding future work doing what I love, but instead left the property with my reputation marred by harmful allegations which sounded like I was accused of harassment.
- (3) Was referring to the plaintiff and not someone else; and
 - The statements(s) were certainly about me.

- (4) Acted either negligently or with actual malice.⁸
 - Whether done negligently or with actual malice, the act of defamation was performed.

72. According to [REDACTED] [REDACTED] statement to ICRC, in February and March 2022, Defendants [REDACTED] [REDACTED] and [REDACTED] [REDACTED] then employees of Lockwood Cafe, allegedly submitted defamatory statements against me to [REDACTED] [REDACTED] and then to [REDACTED] [REDACTED] – **Exhibit Q.**

73. According to [REDACTED] [REDACTED] statement to the ICRC, [REDACTED] accused me of both stalking and harassing her, and of intentionally coming in during her shifts. I absolutely never stalked or harassed [REDACTED] nor did I know when she was working, nor did I come in or attempt to intentionally come in during her shifts. **Exhibit Q3 – [REDACTED] [REDACTED] libel.**

III. Two Promissory Estoppel Claims: – Exhibits F and G

74. Two agreements were entered into between Defendants Reliable Street Inc and myself: the **garden agreement** involved helping to restore and manage the community garden alongside SHEPH, and the **prairie agreement** with restoring native tallgrass prairie to surround the garden. I was told these agreements were to last throughout the 2022 growing seasons.

75. The garden agreement was also entered into by Lockwood Cafe.

76. Both agreements were oral with the possibility of being extended in the future.

77. I was asked by [REDACTED] [REDACTED] to enter into the garden agreement around September 20, 2021. Soon after [REDACTED] confirmed [REDACTED] offer, which I accepted.

78. On October 20, after discussing the idea with involved community members

8 “Iowa Defamation Laws and Standards - RM Warner Law: Defamation Law, Internet Law, Business Law.” *RM Warner Law | Defamation Law, Internet Law, Business Law*, 15 May 2020, kellywarnerlaw.com/iowa-defamation-laws-and-standards.

including Lockwood Cafe's staff, I submitted a proposal to [REDACTED] [REDACTED] about installing tallgrass prairie surrounding to the garden. After meeting with [REDACTED] in person, on October 27 [REDACTED] gave me the okay to get started, and performed labor in accordance with both agreements until March 31, 2022.

79. On March 31, 2022 both [REDACTED] [REDACTED] and [REDACTED] [REDACTED] breached both agreements on behalf of Reliable Street Inc and Lockwood Cafe due to unspecified complaints against me.

IV. Discrimination Claim: – Exhibit R

80. To prove a disability discrimination claim under the Iowa Civil Rights Act (“ICRA”), an employee must show that they:

1. Have a disability;
2. Are qualified to perform the essential functions of the job, with or without reasonable accommodation; and
3. The circumstances of the termination raise an inference of illegal discrimination.⁹

81. Similarly, therefore, the following ought prove a gender identity discrimination claim under the ICRA:

1. I am a transgender woman, whose gender identity is protected against gender-related discrimination throughout the State of Iowa.
2. It is evident that I am qualified to perform the essential functions in accordance with both the garden and prairie agreements.
3. At circumstances of the termination raise an inference of illegal discrimination:
 - When complaints against me were made to [REDACTED] and [REDACTED] by [REDACTED] and [REDACTED] a presumption of guilt was placed against me in favor of two non-

⁹ “Disability Discrimination FAQ.” *Higgins Law Firm, PLLC*, www.higginslawiowa.com/employment-law/disability-discrimination/faq/. Accessed 6 June 2024.

transgender women;

- I was not given the opportunity for without opportunity for questions or to be notified of the action(s) I performed which merited to the complaint.
 - It appeared to me that [REDACTED] an [REDACTED] did not know what the specific allegations with regard to my actions were after I asked them.
 - They appeared to be unaware at the time that they had in fact discriminated against me with their premature and prejudicial determinations to enforce punitive action against me.
- [REDACTED] and [REDACTED] took punitive action against me based on their prejudicial determination.
- I informed to [REDACTED] and [REDACTED] that the complaints against me were without merit, and their decision to punish me was not fair. My perspective was not considered in their decision making.

82. Although I was not employed by Reliable Street Inc or Lockwood Cafe, evidence indicates that I qualified for protection from discrimination under the ICRA according to the

Threshold Remuneration Test for Volunteers:

- The Iowa Civil Rights Act (ICRA) was modeled after Title VII, so our courts have consistently employed federal analysis when interpreting the ICRA.¹⁰ Title VII of the Civil Rights Act of 1964 protects employees from discrimination in the workplace. The Act defines an employee as one “who is employed by an employer.” Courts, however, have found the circular nature of this definition difficult to apply in certain circumstances. In an attempt to remedy this problem, the Supreme Court has adopted a list of several factors that can be used to determine whether an individual qualifies as a protected employee under Title VII. This common law agency doctrine recognizes the following factors:
 - Employer’s control over when, where, and how the job is performed
 - Level of skill required for the job
 - The source of the tools used

¹⁰ *In the Court of Appeals of Iowa No. 16-1447 Filed ...*, www.iowacourts.gov/static/media/cms/161447_Johnson_v_Mental_Health_Inst_55D745384326B.pdf. Accessed 5 June 2024.

- The location of the work
- The duration of the relationship between the parties
- Whether the employer has the right to assign additional projects
- Workers discretion over when and how long to work
- Method of payment
- Worker’s ability to hire and pay assistants
- Whether the work is part of the regular business of the employer
- Whether the employer is in business
- Employee benefits
- Tax treatment

The application of these factors is a fact-specific, case-by-case assessment, not a definitive test. Moreover, they were designed to distinguish between employees and independent contractors – not volunteers. For this reason, most Circuit Courts handling volunteer discrimination cases have applied another test, called the Threshold Remuneration Test for Volunteers. Under the test, courts first decide whether the volunteer had received the equivalent of compensation in exchange for services rendered. Remuneration may be either direct compensation, such as salary or wages; or significant indirect benefits that are not merely incidental to the activity performed, such as job-related benefits. If the court finds that there was remuneration, only then will it begin to analyze the employment relationship under the common law agency test.¹¹

83. I performed volunteer labor services only in accordance with our agreements, and received remuneration in the form of a 50% discount on all purchases from Lockwood Cafe. I would not have performed the labor had [REDACTED] not made me that offer, nor would I have entered into an agreement with Reliable Street Inc if the terms had been, “Help us to prepare the garden

¹¹ *Title VII Protections for Volunteers - Hg.Org*, www.hg.org/legal-articles/title-vii-protections-for-volunteers-35330. Accessed 5 June 2024.

for spring, but you won't be able to participate in it afterward. It is a community garden, however, and the rest of the community will be able to use it.” Based upon the Threshold Remuneration Test for Volunteers, and the principles of equity, I qualify for protection against workplace discrimination.

84. Employees who are falsely accused of harassment have the following legal protections:¹²

- The right to receive detailed information about the accusations against them. Under Title VII, the accused has the right to know what specifically they are being accused of.
- The right to fully respond to allegations and defend themselves. This includes providing witnesses, evidence, and their full side of the story.
- The right to not be immediately terminated or punished. The employer must conduct a thorough, impartial investigation first. Adverse action cannot be taken until the investigation is complete.
- The right to appeal if disciplined or terminated. Employers should have an appeals process to [REDACTED] disciplinary decisions.
- The right to sue for defamation, wrongful termination or discrimination if falsely accused. Employees can hold both the accuser and employer accountable.
- While harassment claims should be taken seriously, accused individuals have legal recourse if they are falsely accused.¹³

85. Had anyone informed me that any behavior I had performed made them feel uncomfortable, I would have obliged without issue. I was not given that opportunity or respect. Instead it appears:

- Resentment was built up against me without my knowledge,

¹² The principle of equity infers volunteers for nonprofits are due the same.

¹³ “Falsely Reporting Workplace Harassment: What Employees Should Know.” *FEDERAL LAWYERS [2024]*, www.federallawyers.com/falsely-reporting-workplace-harassment-what-employees-should-know/. Accessed 11 June 2024.

- Defamatory statements were made about me behind my back, and
- I was punished with a presumption of guilt. When [REDACTED] and [REDACTED] approached me on March 31, 2022, their minds had already been up about me. They showed prejudice (pre-judgment) and took punitive action.
- Non-transgender women were given preferential treatment over a transgender woman based upon a common, vague political attack transgender women often face, “violating womens' spaces”.

86. Although I experienced from [REDACTED] and [REDACTED] may have been done out of genuine safety concern for [REDACTED] and [REDACTED] the decision to take punitive action against me based upon defamatory statements submitted to them, with a presumption of guilt against me even after I expressed to them that I did not know what this was about and that it was not fair, was in fact discrimination regardless.

87. If Lockwood Cafe was pressured into complaining to Reliable Street Inc due to slanderous statements by [REDACTED] and [REDACTED] Lockwood Cafe may be liable under the doctrine of respondeat superior. According to Black's Law Dictionary, “The doctrine holding an employer or principal liable for the employee’s or agent’s wrongful acts committed within the scope of the employment or agency.

- Scope of employment – “The range of reasonable and foreseeable activities that an employee engages in while carrying out the employer's business; the field of action in which a [REDACTED] I authorized to act in the master-[REDACTED] relationship. An employer is not vicariously liable for torts committed by an employee acting outside the scope of employment. An employer that is culpable in some way may be subject to direct liability” (Black's Law Dictionary 10 ed.).

Early April 2022:
I contacted friends from the space
to inform them what happened and stay in touch – Exhibit L

88. Throughout the course as a customer of Lockwood Cafe and as a volunteer for

Reliable Street Inc, I met many friends and acquaintances with whom I wanted to stay in touch with. I was concerned, however, that:

- Friends, community members, and acquaintances from the space who were familiar with my role might ask about my whereabouts and be told that I was removed from the property for violating a woman's space.
 - Even if they were not told those specifics, being told that I was no longer working on the garden or prairie would have seemed highly unusual to anyone familiar with the agreements and my role. It is very likely that a rumor of why I was removed the property would circulate.
- Friends who saw me around would ask how everything was going on the garden and prairie, in which case I would tell people the truth, “There were extremely offensive, harmful, and false allegations about me told to the property owners, of which I was told very little. I was barred from the property based on these allegations which harmed my reputation in the eyes of Reliable Street Inc and Lockwood Cafe.”

89. I wrote messages to each of my friends/acquaintances from the space to inform them that I was banned from the property based on allegations which were not communicated to me. I let people who might want to stay in touch with me know that they were welcome to reach out to me.

90. Emily from SHEPH responded, “[T]hat's very strange because I certainly didn't and I'm fairly sure none of the rest of SHEPH leaders felt uncomfortable with you, we all really appreciated your expertise. I'm sorry that you're not able to help lead the project anymore Does that mean you can't even volunteer to help [with spring planting in April]?” (Exhibit L1).

91. Approximately two weeks before I was barred from the property, on March 16, Defendant [REDACTED] [REDACTED] had texted to invite me to watch a video of them and their friend Eli performing (L2). Within the past couple months, [REDACTED] had:

- Invited me to face paint (L3),
- Gotten me a birthday card (L4), and

- Worked together amicably to help put on a Singles Mingle event (L5) which took place inside Lockwood Cafe and Reliable Street Inc's adjacent art gallery.

When I messaged [REDACTED] about no longer being allowed on the property, the way [REDACTED] responded, "I am not really involved in any of that, but I also do not know if us having a personal relationship is best right now" (L6) indicated that:

- [REDACTED] may have been involved in the complaint, or
- the damaging allegations against me were already making people question my behavior.
 - My relationship with [REDACTED] up to this point:
 - I first met [REDACTED] through [REDACTED] as we set up art exhibits at a Transgender Day of Remembrance and a Queer Renaissance Art show inside Reliable Street Inc's art gallery. [REDACTED] art was showcased during these events. At the time I met them, [REDACTED] and [REDACTED] seemed to know each other for awhile and were friends.
 - From then on, nearly every time I saw [REDACTED] they were with [REDACTED] and another one of their friends, Eli. The three of them were close friends, attending open mics or sitting together at Lockwood Cafe together. They were always friendly and kind toward me, and invited me to drag performances a few times out at Big Wigs, which I never attended with them for various reasons.
 - [REDACTED] was a young trans person, artist, and drag performer who used "they/them" pronouns.
 - [REDACTED] Eli, [REDACTED] and I collaborated to organize a Valentine's Day "Singles Mingle" event. Most of the text messages between [REDACTED] and I were in relation to organizing this event.
 - [REDACTED] and I had a few conversations about our experiences being transgender.

April 7, 2022:

**[REDACTED] told me she complained,
admits it could have been handled better – Exhibit M**

92. Following:

- [REDACTED] and [REDACTED] responses when I mentioned [REDACTED] (line 61),

- [REDACTED] peculiar response (L6), and
- [REDACTED] had not texted me for some days, which was unusual,

I messaged [REDACTED] on Discord to tell her what happened, and asked if I had ever inadvertently made her feel uncomfortable. In her response (M) she accused me of violating her space for months. This was not a fair statement for her to make because:

- Texts messages she sent me for months only conveyed affections and friendship. No indication of any other feelings were ever conveyed to me.
- No specific actions which I performed which she made her feel this way were ever specified (still to this day).

93. [REDACTED] admitted that if she had expressed these feelings sooner, things may have been handled better. She admitted her complaints were mishandled.

94. [REDACTED] message came as a shock, but also just disappointing. It appeared to me:

- (i) She felt uncomfortable around me for quite some time and never said anything about [REDACTED] it, and [REDACTED]
- (ii) The way she conveyed the discomfort was in a manner which unfairly described me as predatory. "Sondra violated my space."

Via conveying her discomfort in a manner which made me appear predatory to others, she appears to have convinced [REDACTED] and [REDACTED] to take punitive action against me.

April 12, 2022:

I wrote letter to Lockwood Cafe and Reliable Street Inc to request mediation – Exhibit N

95. I emailed a letter to Lockwood Cafe ([REDACTED]) and Reliable Street Inc ([REDACTED]) to request mediator and show them how unfair the way they handled this situation was. Key excerpts:

- "Since Thursday, April 31, when you approached me, I contacted friends from the

space to find out who is in fact still my friend, and to determine if I've ever made any of them feel a certain way, to which I was prepared to apologize. All of them seemed as surprised as I was, and when I discovered who one of the complainants was – frankly I'm pretty surprised, but this entire thing could have been handled much better in a way that did not hurt me or others. I hope you will take the time to read through this letter to see through my eyes because I have been treated very unfairly – and I don't believe that was your intent.” (page 1)

- “Despite what I was told by [REDACTED] and Lindsey, no one ever told me they needed space or that I was making anyone feel unsafe. It was not a case of me not listening: literally no one ever said anything to me.” (page 1)
- “[REDACTED] was the only person with time to put hands-in-the-ground (usually Mondays and Saturdays), and thus became my primary contact for correspondence between the garden and Lockwood/Reliable. All parties, however, were invited and many participated in the Discord server, and in-person meetings. I kept Lindsay, [REDACTED] and [REDACTED] informed when I felt was needed (since they didn't join Discord) due to the fact that a primary complaint was that the previous managers did not keep open communication with Reliable/Lockwood.” (page 1)
- “I was concerned about my reputation because when community members ask about me, what will people say? “She was making people feel unsafe and not respecting peoples' space.” It makes me sound like a predator. As a transgender woman people already have this stereotype of me. I'm concerned what people around town will now think of me – how this affects my business and community relationships.” (page 3)
- “Afterward I mentioned to [REDACTED] I'd spent a considerable amount of money on supplies, and that a few things were still needed. She told me to be sure to save receipts and encouraged me to speak with [REDACTED] [REDACTED] and Lindsey. About a week later I asked if [REDACTED] had a moment, and he suggested I bring it up with Lindsey “She'll probably help.” I brought it up with her and she didn't offer so I didn't want to press it (honestly I was happy donating the supplies, but we did need a few more things I couldn't afford). So last Wednesday (3/30/22) I asked [REDACTED] if she had any ideas to help fund the garden – that we hadn't really talked about finances since I was appointed, and she set up a meeting with Lindsay, her, and me. We met the next day around 3:30 pm, at which time I was informed I was no longer allowed on the property due to “multiple complaints” that people felt “unsafe” around me because I had “crossed boundaries”. I had no idea who said these things or why, and when I mentioned this Lindsay and [REDACTED] told me the person(s) claimed they “tried to tell me” and that I should read a book on active listening.” (page 2)
- “I do not know who the other party or parties were who complained about me, but it sounds like a similar situation: someone “felt” a certain way around me, never communicated such feelings to me, then complained about me. Looking back I cannot

think of a single instance where I violated anyone's space there, including [REDACTED] but I assure if you I was ever told anything I would have backed off immediately and stopped doing whatever she or others didn't feel comfortable with. I know you said the complainant(s) claimed they "tried to tell me", but as you see in [REDACTED] above texts, she went from typing "love you" and "I appreciate you so much" to out of the blue accusing me of something that damages my life. Even if invited back to the space, I do not feel safe around her, and I hope Reliable and Lockwood come up with better protocol for handling complaints." (page 4)

- "As one elder to another...: it is unwise and not safe for the community if we are teaching young women that if they feel a certain way around someone, they can simply complain and they will be empowered to ruin that person's life. It does not appear to me she will be held accountable for this. Young people should be taught to communicate clearly and in a fair manner; learn to establish boundaries. If she "tried to tell me" then what did she actually say to me? As she states in the above letter – she did not say anything to me. That is not the same as "tried to tell me". The problem isn't that I didn't listen; the problem is I was not communicated with. I was then talked about instead of with. I have worked diligently, volunteering countless hours for Reliable and Lockwood. When leaving the situation I the garden and prairie restoration. Such photos would help build my portfolio so I could show other land owners what I am capable of doing and perhaps find work. Instead I leave empty-handed, my reputation slandered: "I was asked to leave because women complained I made them feel unsafe and I was violating their space." (page 5)
- "Proposed problem resolution. If you want to talk through any of this, I would like at least 2 community members who are mutual friends to be present so that things can be talked through and all sides are heard, and resolution can be fair. I would suggest maybe Travis or Vee. I personally feel I am due an apology. This really hurt my feelings and adversely impacts my life. Until you change your protocol for handling complaints against community members or employees, etc, please don't call yourselves a safe space. I do not feel safe as a result of how I was treated by your employee and how it was subsequently handled by your establishments." (page 5)

In the letter, I included screenshots of Emily's response to the news (L1), and some of [REDACTED] last text messages to me, such as "Love you" (D7) and "I appreciate you so much" (D8). These texts were sent approximately two weeks prior to being banned from the property, and demonstrate that at this time I was in fact not "stalking or harassing", or in any other way violating the Defendant, as would later be alleged within statements Defendants would come to make in their response to the ICRC's questionnaire.

96. I received no response to the letter.

Mid-April:
Contacted Better Business Bureau and local attorneys,
advised to “file a complaint with the Iowa Civil Rights Commission”

97. I contacted the Better Business Bureau (BBB) to tell them what happened, and ask if they could help Lockwood Cafe and Reliable Street Inc set up a fair problem resolution procedure. I knew to call the BBB because I had experience with them in Fairfax, California following a discriminatory experience I'd had there years earlier. They helped the business who had treated me unfairly set up a non-discrimination policy. After hearing my experience, the BBB intake specialist advised me to contact the Iowa Civil Rights Commission because she believed I may have been discriminated against.

98. I called multiple local defamation attorneys to discuss the matter and seek representation. Several advised me to start by filing a complaint with ICRC, as they, too, thought it sounded like I had experienced discrimination based upon the peculiar way I was barred from the property due to an explanation which was inaccurate and did not add up.

April 22, 2022:
I filed complaint with Iowa Civil Rights Commission (ICRC)
to seek mediation – Exhibit O

99. I called the Iowa Civil Rights Commission and shared my experience with the intake personnel. She urged me to file a complaint, and said that usually these matters result in the ICRC setting up a mediator to help the parties talk through things. This is exactly what I wanted, because I wanted to know what I was accused of. There were also other unsettled matters, such as the agreements which were violated, and the way the complain(s) against me were handled in discriminatory and unfair manners. I believe a mediator could have helped us talk through these

things.

100. I filed a complaint which contained much of the same content as the letter I sent to Lockwood Cafe and Reliable Street Inc on April 12 (**Exhibit N**).

101. The complaint was also against Love Club LLC because:

- Unbeknownst to me at the time I performed the labor, according to the County Assessor's search engine, Love Club LLC was the registered owner of the property I performed improvements upon (█████ Reliable St. Ames, IA 50014) relating to the garden and prairie agreements.
 - I had been told that ██████████ was the property owner, but was kept under the impression that I was volunteering for Reliable Street Inc. All email communications, including garden and prairie-related correspondences, between myself and ██████████ were via ██████████reliablestreet.com.
 - On Feb. 21 I forwarded an Iowa Sales/Use/Excise Tax Exemption Certificate to ██████████ for use in purchasing the prairie seeds so that we wouldn't have to pay sales tax (**Exhibit J5**). When I saw her in person a day later she informed me that she probably couldn't order the seeds through Reliable Street because the garden and prairie may be outside the scope of the 501c3, "I can just order them through the LLC instead," she said. I still did not know what she meant until after I was removed from the property, at which time I looked up on the County Assessor's website to see who owned the property at which time I learned it is owned by Love Club LLC.
- I suspected that Love Club LLC violated the Fair Labor Standards Act (FLSA) because, under FLSA regulations, an individual cannot volunteer services to a private, for-profit company.
 - I believed that I was misled to believe that I was volunteering for a non-profit, when in fact I was improving the grounds for a for-profit I did not know existed.
 - There are no general regulations that permit volunteering of services to an employer in the private sector. All hours worked must be paid.
 - According to the FLSA, an employer must pay all employees not less than the minimum wage for all hours worked.¹⁴

14 Society for Human Resource Management. "How to Determine If an Individual Is a Volunteer or an Employee." *SHRM*, Society for Human Resource Management (SHRM), 2014, <https://www.shrm.org/resourcesandtools/tools-and-samples/how-to-guides/pages/volunteeroranemployee.aspx>.

August 3, 2022:

ICRC closes case, discovered at least two Defendants lied to ICRC – Exhibit P

102. ICRC sent Lockwood Cafe, Reliable Street Inc, and me a questionnaire. I answered all questions truthfully.

103. On October 3 I received notice from ICRC that they were administratively closing the case. Included with their letter was a Preliminary Case Review which provided the ICRC's evaluations of statements submitted to them by [REDACTED] [REDACTED] on behalf of Reliable Street Inc, [REDACTED] [REDACTED] on behalf of Lockwood Cafe, and [REDACTED] [REDACTED] in a letter of support.

104. It was apparent to me that both [REDACTED] and [REDACTED] had provided numerous false, defamatory statements to ICRC, however the evaluation also contained multiple instances of hearsay. For example, [REDACTED] accused me of “stalking and harassing” [REDACTED] [REDACTED] I could not determine via reading the assessment, whether:

- [REDACTED] actually accused me of these things, or
- [REDACTED] made them up:
 - To convince ICRC not to investigate,
 - In retaliation for me filing the complaint,
 - As a direct threat to me not to pursue any further action or else this is the direction they are prepared to take this;
 - Again, I knew [REDACTED] was aware of the false assault charges that were put on my record back in 2009 (line 5) because I told that story at the previous open mic prior to performing a related song. She and participating Defendants, including [REDACTED] appeared prepared to use these charges on my record as leverage in order to back their allegations of “stalking, harassment, racism”, and other fabricated allegations.

105. The evaluation of [REDACTED] statement made me wonder if she was perhaps caught in

the middle and tried to respond the best she could to complaints about me.

106. I will not go into much more detail at this time with regard to ICRC's evaluations because they contain hearsay. The case file, described below, contains the actual libelous statements and fraudulent document used by the defendants who participated in the conspiracy in order to bolster fabricated allegations of harassment and stalking.

107. I believe ICRC had enough evidence before them that they ought to have screened in the case for investigation instead of administratively closing it, however that is a different matter. Here are two articles from the Des Moines Register which indicate that ICRC's decision not to investigate should not be taken as a sign that there was no probable cause:

- Grundmeier, Lucas. Opinion: *Iowa Should Stop Tilting the Scales in Civil Rights Cases*, The Des Moines Register, www.desmoinesregister.com/story/opinion/editorials/2023/05/14/iowa-civil-rights-commission-tilting-scales/70204156007/. Accessed 15 Nov. 2023.
- Tugade, Amanda. *Why 60% of Iowa Workers' Civil Rights Complaints Aren't Investigated*, The Des Moines Register, www.desmoinesregister.com/story/news/2023/05/08/iowa-civil-rights-commission-60-percent-complaints-discrimination-not-investigated-employees-workers/70177674007/. Accessed 15 Nov. 2023.

Also several Google reviews from complainants with similar experiences as myself – disappointment in ICRC's decisions not to investigate even after being shown hard evidence – located in the **Exhibit P** folder.

108. I requested a copy of the case file so I could view the actual statements, however ICRC will not release the case file until after a complainant has requested a “Letter-of-right-to-sue”. Once the Letter is requested, the complainant has 90 days to file a lawsuit.

August 3, 2022 and September 7:
Did everything in my power to try to find help, prepared case

109. ICRC advised me to “find a private attorney”. Between August 3, 2022 and September 7, 2023 I contacted more than 50 attorneys, every legal aid organization or nonprofit I could find whomight be able to help, and tried to file a complaint with the Ames Police and Story County Attorney against [REDACTED] [REDACTED] and [REDACTED] [REDACTED] for violation of Iowa Code §714.8. I filed with the Attorney General's Office, the Equal Employment Opportunity Commission, and the Iowa's Office of the Ombudsman in relation to this case. These are just some of the actions I have taken to try to find relief after reading about the horrible lies [REDACTED] and [REDACTED] wrote about me into the public record.

110. On September 8, 2023 I requested the Letter-of-right-to-use and immediately requested the case file.

October 23, 2023:
ICRC sends file, contains libelous statements,
a falsified document, and overwhelming evidence of actual fraud –

111. Upon examining the case file, it became immediately apparent to me that the Defendants conspired together in order to defend their businesses' reputations against my allegations of discrimination. It was also apparent that the Defendants decided to do so in a manner which was a direct threat to me not to pursue any further action with regard to my discrimination claim. Defendants appeared to use allegations of “racism” and “anti-LGBT+ sentiment” (see [REDACTED] statement below) in order to make me appear discriminatory, instead of vice versa. I firmly believe my truthful allegations of discrimination which I alleged are what led to the Defendants concocting allegations against me of discrimination, in retaliation.

112. Below is a list of each of the Defendants, followed by the libel which was used to bolstera coordinated fraud scheme they appear to have devised and entered into, as an agreement,

together.

i. [REDACTED] [REDACTED]

113. [REDACTED] [REDACTED] never attended any meetings related to the garden or prairie.

114. [REDACTED] always acted amicably toward me up through the end of March, at which time I was barred from the property ([Exhibits L2 – L5](#)). [REDACTED] [REDACTED] and Eli invited me to the local LGBT+ drag shows at Big Wig's on multiple occasions, which I never attended usually due to financial reasons, but also because I have PTSD-related trauma surrounding pressure to enter into sex work within similar scenes from back when I was homeless in California. I didn't tend to raise this issue with them, however, because I knew it was something they were passionate about, and I appreciated them trying to include me. Even as recently as March 16, 2022, [REDACTED] wanted to send me videos of their's and Eli's drag performances from the previous week ([L2](#)). The fact that [REDACTED] wrote to me in these manners ought to cast severe doubt on the following libelous statements [REDACTED] submitted to the ICRC, which contain a mixture of libel per se and libel per quod:

- “It was through [Sondra's] own actions that she had to be removed from the space. This has nothing to do with Sondra being trans. I am confident that Sondra was not discriminated against nor was her reputation 'slandered.' Only those of us unfortunately involved know anything about why or how Sondra was banned. Sondra is not the victim in this situation.”¹⁵
- “Sondra made Lockwood staff, along with queer and POC community members uncomfortable, constantly.”¹⁶

15 These repetitious statements about my behavior come from a person who rarely saw me, and was far removed from the situation except what they heard through the other Defendants. [REDACTED] speaks as if they operated from an authoritative position, having firsthand knowledge, which they did not. [REDACTED] statements here are intended to cast doubt on the discrimination claim I filed with ICRC, and on my character in general.

16 [REDACTED] comments here are hearsay, speaking on behalf of Lockwood Cafe's staff, queer community members, and POC in general. [REDACTED] is not a Representative of any of these groups, yet makes statements as if, for some reason, Lockwood Cafe staff members, POC, and queer community members approached [REDACTED] “constantly” with their concerns. Why would [REDACTED] be reaching out and trying to associate with someone like that? Wouldn't

- “Sondra would call and text me often, and I witnessed Sondra do the same to my best friend everyday, multiple times a day, with no response.”¹⁷
- “I witnessed Sondra make racially insensitive comments and display culturally appropriated artwork.”¹⁸
- “I witnessed her harass the Lockwood staff at their place of work nearly every day of the week.”¹⁹
- “I witnessed her insert herself into leadership positions without listening to the input of the community.”²⁰
- “In these positions, she spent her own money without asking anyone or getting prior acknowledgment that she would be refunded and expected compensation for her unnecessary purchases.”²¹
- “She went as far as asking people in Lockwood cafe, at the open mics, and highschoolers in SHEPH for money.”²²
- “It is abundantly clear that any 'volunteering' or 'community work' she did was for her own selfish gain.”²³

they bring this up in their text messages to me? The reason [REDACTED] did not bring these up in texts is that these things never happened. [REDACTED] fabricated all of this in order to help their friends – the other Defendants.

17 The vast majority of text messages between myself and [REDACTED] are in relation to organizing the Singles Mingle event. Other texts and calls were infrequent. It is evident from texts messages between [REDACTED] and myself (Exhibit D), up through March, that my texts were not unwelcome. Most of our texts were garden or prairie related. My phone records indicate that I spoke on the phone infrequently with [REDACTED] or [REDACTED]. [REDACTED] statement here is intended to cast doubt on my character, and bolster the false allegations against me of “stalking and harassment”.

18 [REDACTED] claims to have witnessed me make racially insensitive comments and display culturally appropriated artwork. Neither of these harmful accusations are true.

19 I never harassed any of Lockwood Cafe's staff members, and I did not see [REDACTED] “nearly every day”. I rarely saw [REDACTED] at Lockwood Cafe. [REDACTED] statement here is an outright, harmful lie.

20 Again [REDACTED] lied about something which never occurred.

21 It sounds to me like someone(s) misinformed [REDACTED] regarding the financial discussions involved in the garden and prairie agreements. [REDACTED] never showed any interest in the garden or prairie, yet here [REDACTED] claims to have witnessed something which never occurred. [REDACTED] has no knowledge of this situation except through hearsay.

22 Again [REDACTED] is lying about witnessing actions which I never performed.

23 [REDACTED] continues to attack my character via using a straw man argument.

- “This is a sad situation, one that could have been a wakeup call to a woman who as harming the community.”²⁴
- “An opportunity for her to learn from her mistakes and take that knowledge into the next community.”²⁵
- “Sondra's perception of everything that has happened, her claims of discrimination and slander, are so disconnected from reality that it is genuinely shocking.”²⁶
- “Instead of apologizing even once, she immediately went on a crusade to discover who reported her and how to get revenge.”²⁷

ii. [REDACTED] [REDACTED]

115. [REDACTED] [REDACTED] and I had an amicable relationship throughout the time I knew her, as evidenced within [Exhibit Q2](#).

116. Following my complaint with ICRC, [REDACTED] appears to have entered into the fraud scheme agreement (“conspiracy”) with other involved Defendants. According to [REDACTED] [REDACTED] [REDACTED] submitted the following statement to her, with intent that these statements would be submitted to the ICRC and entered into the public record. [REDACTED] statement contained the following libelous statements alongside some out-of-context messages between she and I in

24 I was never informed by Lockwood Cafe or Reliable Street Inc about the nature of the alleged complaint(s) against me. There was no “wakeup call” to be had. It appears to me that a clique of friends waited until I cleaned up the property and then decided they didn't want me around anymore.

25 The only mistake I made here was trusting people who acted kindly toward me, but then turned on my for reasons that to this day I do not understand. I have learned that (a) I will never volunteer for another nonprofit in Iowa until the Iowa Civil Rights Act is amended to include explicit protections for volunteers, and (b) never enter into an agreement without a contract, or you might be manipulated.

26 Another inflammatory statement designed to cast severe doubt on my character.

27 Apologize for what? To this day I have never been told why I was banned from the property, and when I filed a complaint the Defendants made up lies about me in order to justify their wrongdoing. Also, I never sought “revenge”. I filed a complaint with the ICRC to hopefully find a mediator who could help us talk through things. That is not “revenge”. Again, [REDACTED] tries to paint me as a predator when in fact [REDACTED] is acting like the predator toward me.

order to attempt to provide credence to her false allegations of racism and bigotry toward her LGBT+ status:

- “The final three screen shots on this page is one of the many instances where my identity was [REDACTED]. In this conversation an indigenous food from Mexico is brought up and I am asked if I had had it before. This is after multiple instances where I had to explain that I am not Mexican and that I had no experience with most Mexican foods. My family is from a small country named El Salvador our culture is completely different.... This was after multiple times of me trying to educate her on my ethnicity and that is almost as insulting as misgendering to call and Latine presenting person since every country is completely different culture and the main thing that connects us is the language we have in common.”²⁸
- “On multiple occasions I was told that I could not be part of the LGBTQIA+ since I am currently in a Heterosexual presenting relationship. While I identify as bisexual and my partner does not it meant that I cannot say I am truly bisexual since I am not with a woman.”²⁹

iii. [REDACTED] [REDACTED]

117. [REDACTED] [REDACTED] entered the following libelous statements into the public record.

[REDACTED] statements included instances of both libel per se and libel per quod, and appear to have been used to further the conspiracy agreement entered into with other Defendants; statements also indicate [REDACTED] prejudice against me related to the discrimination claim:

- “Sondra first appeared to me at the Open Mic I host every Tuesday. She is a musician

28 I asked [REDACTED] if she had experience with huit la coche because she expressed she and her family have extensive experience with gardening. According to ForagerChef.com's article, “A Guide to Huitlacoche” (<https://foragerchef.com/huitlacoche-elotes/>), “Huitlacoche, also known as cuitlacoche, is by far the most famous of any mushroom eaten in Latin America, with a history and tradition to rival any of the most prized wild mushrooms.” [REDACTED] was perhaps not aware of this, and perceived my question as racist? Regardless, I suspect [REDACTED] was actually offended by this. As evidenced in Exhibit Q2, on January 20, [REDACTED] wrote to me in Facebook Messenger, “I will get you some when I go to the Mexican store <3,” then she goes on to tell me she doesn't feel uncomfortable hugging me and adds another heart sign. [REDACTED] took a screenshot of my statement and placed it alongside phony allegations of racism against me. I firmly stand against racism. This allegation and the manipulation involved really upsets me.

29 I have never stated this to [REDACTED] or anyone, nor do I believe it or ever believed it. Also in Exhibit Q2 you will see that (1) I invited [REDACTED] to join an Ames-area LGBT+ server, (2) On Jan 31 she asked me, “Is LGBT+ for people that are part of the community? Cause I'm Bi if that counts!” I replied, “That counts. That's what the B is for!”, and (3) On February 4 [REDACTED] shared an LGBT+ flier with me.

so I was very encouraging to have her continue to come to that event. She was an immediate fixture, showing up early, wanting to help with the event and taking on other unsolicited responsibilities. For example, she created a flier for the Open Mic to hang around town without me asking or even asking me if I wanted that.”³⁰

- “She seemed in desperate need of a a community and we welcomed her with open arms. Unfortunately being that welcoming sometimes has consequences.”³¹
- “Sondra soon became almost a daily presence. Since Lockwood Cafe is a tenant of the space, she had 8 am – 3 pm access to the indoor space and 24 hour access to the outdoor space. Her residence is three blocks away, so she was around constantly. She began to find more unsolicited project and responsibilities as time went on.”³²
- “Sondra continuously would corner me if she saw me at Lockwood, in the gallery, or in the yard to talk about her ideas for the garden. She would always talk about how she's never had access to land and how this opportunity would make her life so fulfilled. I wanted to give her that opportunity but had to explain over and over that these other people had a plan and she would need to work it out with them.”³³
- “Pretty soon she came up with the idea of a prairie she has always wanted to do. She drew up a proposal that was not discussed with any of the other parties involved. It had prairie in places that were meant to be garden space. I told her again, she needed to talk to everyone. She began clearing the space of the weeds that had grown last year and prepping the area with no on asking her to. This prairie was her dream and she was obsessive about it. Finally it got to eh point where I was so tired of having the same conversation with her, I just said fine, she could do her prairie.”³⁴

30 Here ██████ falsely implies that I took on tasks without asking. An example she uses involves the Open Mic flier. Several text messages within the Exhibit E folder clearly show that I asked her if she wanted a flier, she affirmed, and then continued to provide feedback in order to fix the flier in the manner she wanted it. These interactions are described in detail within lines 19 – 22 and line 24.

31 ██████ refers to me as “desperate” in order to cast doubt on my character. She uses these statements in order to set up the audience for additional libelous statements she is about to make.

32 ██████ false implies that I was around constantly, including at night. I was not. I did not come in every day, and in fact came in only as a customer or to volunteer in relation to agreements.

33 ██████ states that I “cornered” her in order to give a predatory image of my nature. She makes it sound like I nagged her about the garden. Based on the text messages between she and I throughout the numerous Exhibits, it is evident that our relationship was not as she described here. ██████ did not “explain to me over and over that these other people had a plan and I would need to work it out with them.” I inquired with ██████ and ██████ then approached me to propose an agreement, which I entered into.

34 ██████ falsely states that I drew up a proposal that was not discussed with any of the other parties involved. See lines 34 – 38 re: entering into the prairie agreement, as well as texts between ██████ and I where she wanted to help, and then she reviews the proposal prior to me submitting it to ██████

- “Once Sondra had permission for her prairie, she continued to push for more control over the entire garden project. I did my best to try to make her understand she needed to listen to all the involved parties. Unfortunately she bulldozed those people with her ideas instead. She did not listen to others. She over communicated, flooding people with emails and links in a Discord forum, texting more than several messages before people responded.... The other volunteers started expressing their concerns then.”³⁵
- “I believe it was in February when I sat down with her and made my final attempt to get her to listen to people. I encouraged her to read about active listening. I tried to explain that people felt unheard, like their ideas weren't valid and that she made them feel like they didn't know anything. When you're working with volunteers, stuff like that makes them quit. She was defensive and did not seem to grasp her overbearing style. She did at that point thank me for trying to help her. I was hopeful that I may have gotten through at least a little bit.”³⁶
- “So at this point, we had donated the use of the land for her prairie dream, which she was going to raise money for to buy the seed. Well, she never raised all the money and began soliciting it from the non-profit and anyone she could ask. Because the prairie was not a community oriented project, we did not feel that it was in line with the mission.”³⁷
- “This March she began doing other unsolicited things such as making a plan for a rain barrel system. The SHEPH group has a small amount of funding from the school.

35 I did not continue to “push for more control over the entire garden project,” as evidenced within attached exhibits including texts between myself and SHEPH. [REDACTED] approached me about a need to listen to others in late February, but she was vague in what she said. She essentially told me to “check in with [REDACTED] because [REDACTED] said she wasn't being heard. [REDACTED] exaggerated in order to cast doubt on my character to the ICRC. [REDACTED] claims I “bulldozed” other parties involved. It is evident throughout numerous exhibits that this was not the case. [REDACTED] stated that, “The other volunteers started expressing their concerns then.” [REDACTED] makes it sound here like “all the volunteers complained to her” when that is not the case. It appears to me that [REDACTED] told me she didn't have time to help in the garden (I2), but told [REDACTED] that I was excluding her. SHEPH members clearly did not complain (L1).

36 [REDACTED] did not meet with me or talk with me on multiple occasions about trying to get me to listen to people. We had one meeting near the end of February wherein she told me that [REDACTED] was feeling unheard. [REDACTED] urged me to check in with [REDACTED] [REDACTED] falsely accuses me here of “being defensive”, again trying to paint my character in a negative light to the ICRC. I was not defensive. I listened to her, checked in with [REDACTED] and was told by [REDACTED] that she didn't have time to help. [REDACTED] had already told me this previously, so it was perplexing to me that [REDACTED] was telling me to check in with her.

37 The Exhibit J5 folder exposes that [REDACTED] again is being untruthful in her statements to the ICRC. I was going to pay for the seeds, however on Feb 21 after I forwarded the Tax Exemption form to [REDACTED] via her Reliable Street email address, she later informed me in person that she didn't think the seeds could be ordered through the nonprofit because of their mission statement. The next day I told her to hold off on the seeds due to an unexpected financial setback I had, and she responded, “Reliable can just pay for the seeds.” It is self evident via reading the other messages in the J5 folder that [REDACTED] was not being truthful to the ICRC.

Sondra assumed that she could use this money for that project and a few other garden items. So instead of asking the students or their teacher, she went ahead and spent \$300. She then approached the students to get money to pay for the items. They informed her that they have to approve all their purchases before they buy anything. So Sondra's purchases could not be paid for by their club. When she found this news out she began complaining to everyone about it. I told her I was sorry but there was nothing I could do. I was extremely frustrated because I had been consistently telling her to communicate. She then proceeded to ask everyone for money. Everyone involved with the garden, Lockwood Cafe employees, customers, people who come to events. It was becoming very uncomfortable for so many people."³⁸

- "Shortly after this, the big complaints against her came out.... [REDACTED] informed me of the situation and we had a meeting with two employees. The employee expressed that after being sick with pneumonia for a few weeks, she realized she no longer wanted to come to work. Sondra had become quite frankly obsessed with this woman. Coming into the cafe during every shift the woman had, constantly cornering her to talk about Sondra's personal issues and projects. The employee stated that she had started watching for Sondra and if she saw her coming, she would hide in the kitchen until Sondra left. She texted, emailed, anyway she could contact this woman constantly. We had no idea the extent to which Sondra had been stalking and harassing her. I fortunately was in a position where I could actually just walk away from Sondra. I could turn the other direction and leave if I didn't want to talk to her. This employee did not have that luxury."³⁹
- "The other employee did not have the same obsessive experience with Sondra, but felt uncomfortable for other reasons. The employee recounted several occasions where Sondra made racist comments. She felt Sondra invalidated her opinions on the garden. Also that Sondra made inappropriate comments on the employees sexual identity. At the conclusion of this meeting [REDACTED] and I asked the employees what they needed to feel safe and comfortable again on the property and at work. They both agreed that they felt Sondra should no longer be involved or come to the cafe or events. Being a safe place and community leaders, we have to sometimes exclude a person if they are creating big enough problems that make others decide they can no longer be in the space. It was not a decision we made lightly."⁴⁰

38 [REDACTED] lies several times within this series of statements. A Lockwood Cafe customer who lived a block away, Audrey, donated a large rain barrel for use in the garden. [REDACTED] [REDACTED] texted me exactly which product I should purchase for use with the rain barrel. This did not cost \$300: it was much cheaper, and I did not go around asking everyone for money or complaining. As shown in [J7](#) and [J8](#), I called a meeting between the volunteers to discuss funding needed for other supplies which we did not have.

39 I absolutely never stalked or harassed [REDACTED] [REDACTED] I was not obsessed with her. I did not come into the cafe during every shift she had. I did not corner her to talk about my personal issues and projects. Again, [REDACTED] acted like my friend and a fellow volunteer. Here [REDACTED] attempts to paint me as a predator to the ICRC.

40 Here we have evidence that [REDACTED] falsely accused me of saying racist comments and inappropriate comments about her sexual identity. I never said racist comments or comments about her sexual identity.

- “So [REDACTED] and I made the decision to ask Sondra to leave the projects and the space. We met with her on March 31, 2022. We did our best to not hurt her feelings and also to protect the employees that spoke to us. So our explanation was rather broad. Basically we told her that people had finally expressed their inability to handle her behavior. That she had not respected peoples boundaries, personal space, work time, opinions, and had not listened to them. I told her my best advice was to really try to learn about boundaries and active listening. She was extremely defensive. She questioned us to figure out who said something. She had zero personal reflection and took no responsibility. I gave her \$300 in cash for the money she spent without asking, just to be kind. You can see the \$400 ATM withdrawal on my personal bank Statement on that date in the documents. I gave her the prairie seed I paid for as well and said goodbye.”⁴¹
- “So in conclusion, Sondra was never an employee of Reliable Street INC. We have zero employees. She was a volunteer for the non-profit garden and given free access to my land to do her dream project. In the definition of an employee the employer controls how and what the employee will do. She was controlling the entire situation. We never asked for a prairie. Everything Sondra did was on her own accord. We've never hired anyone to work on the landscape. Everything we do is community, is volunteer work and is donated for the yard and garden. You will see in the supporting documents that she understood. She wound up with the prairie seed. It was never planted.”⁴²

iv. [REDACTED]

118. Of the statements sent to the ICRC by the Defendants, [REDACTED] appear to be more caught in the middle, however she statement does contain defamation as well as indications that the issued a presumption of guilt (prejudice/discrimination) against me:

41 Here [REDACTED] describes their explanation as “rather broad”. This indicates what I was saying about [REDACTED] and [REDACTED] not providing me an explanation which added up. No specific actions I was accused of were told to me, and there was a presumption of guilt against me following defamatory statements made about me to [REDACTED] and [REDACTED] by both [REDACTED] and [REDACTED]. [REDACTED] describes my behavior as “extremely defensive” when in fact I was merely asking for specifics, and informing them that their decision was unfair. [REDACTED] accused me of having zero personal reflections and taking no responsibility. I thought about this on the day they told me and for a long time afterward. I thought of no action I performed which merited the vague complaints against me. [REDACTED] states also, “I gave her the prairie seed I paid for as well...”, but you will see in Exhibit J5 that I sent her \$100 toward the prairie seeds, and that [REDACTED] wanted to donate \$100, and I sent her [REDACTED] Venmo for this purpose.

42 Here [REDACTED] indicates to the ICRC (and general public) that there was never a garden or prairie agreement, and that I did everything on my own accord. The reason I didn't plant the prairie seed is that [REDACTED] and [REDACTED] kicked me off the property immediately before it was scheduled to be planted.

- “In late February, █████ mentioned to me that she felt unheard and disrespected as well as overwhelmed by the volume of texts and communication coming from Sondra. I mentioned this to █████ and she had a conversation with Sondra to encourage her to be an active listener and respect personal boundaries.”⁴³
- “On March 29”, Sondra came into Lockwood Cafe and asked if we could talk. In our conversation she brought up that she had spent \$400 on the garden and wanted to brainstorm ways to recover some of those costs. I explained that she should never spend any money without prior communication on who will be reimbursing her or to see if Reliable Street can get it donated or consider a different option. It was at this point I proposed a meeting between █████ Sondra, and to discuss the garden space.”⁴⁴
- “Shortly thereafter, █████ spoke with me about feeling harassed by Sondra and didn't know what to do but wanted to talk about it with me. █████ █████ █████ and I sat down for a conversation so we (█████ and I) could better understand what was happening and discuss how to move forward. It was in this conversation that new information relating to how █████ and █████ were being treated that I became concerned for their health and well being while working in my business. I absolutely want to provide a safe space for customers that come to Lockwood, but providing a safe space for the employees of Lockwood is also vital.”⁴⁵
- █████ spoke about the passive and direct racism she had experienced from Sondra as well as pulling away from all of the garden conversations because of how much Sondra was communicating. The most recent conversation where █████ was made uncomfortable was when Sondra asked for money to help with the costs of gardening materials. █████ said she was made to feel bad for not providing financial assistance. Additionally █████ was concerned for the highschool students involved in SHEPH

43 Here we have an indication that █████ slandered me. █████ told me she didn't have time to work in the garden, but then told █████ and █████ that I was not including her. █████ also mentions a meeting wherein █████ encouraged me to be an active listener and to respect personal boundaries, however in February the only thing █████ told me in a brief meeting was to check in with █████ because she wasn't feeling included. There was no talk about personal boundaries. As evidenced in the Exhibit Q2 folder, █████ told me she didn't have time to help in the garden. Also you will see numerous instances where I explicitly reached out to █████ I suspect █████ was secretly resentful toward me after I missed the book club she wanted me to attend. Those interactions are also in the Q2 folder.

44 I did not ask █████ to brainstorm on ways to recover those costs. I requested a meeting about additional purchases which were needed. I did not mind donating the supplies I did which were needed for the garden, but there were other purchases which the students could not afford, and I wanted to discuss a possible fundraiser, and bring up what still needed purchased. I was the only volunteer with time to work in the garden throughout March, and it had been a couple months since we'd had a meeting. I had discussed this issue with each volunteer separately, and no one had ideas, so I called a meeting so we could come up with a plan and discuss what was needed together.

45 Here we see indications that █████ and █████ were slandering me to █████ and that █████ discriminated against me via applying a presumption of guilt (prejudice/discrimination). It is evident throughout Exhibits D and Q2 that I never harassed █████ nor was I mistreating she or █████

(Students Helping to End Poverty and Hunger) as Sondra was also soliciting funding from them as well and her communication on a shared platform was overwhelming to everyone involved. We did not reach out to SHEPH students because we were not looking for more “dirt” on Sondra and by having a conversation with them it could potentially harm Sondra’s reputation.”⁴⁶

- “[redacted] spoke about how Sondra was affecting her health. She was overwhelmed with the communication. She didn't want to hurt Sondra, but She also felt trapped. She explained that she didn't want to come to work, because Sondra came in on her shifts and would wait until she could corner [redacted] and have her attention. [redacted] also opened up and told us that early on in her friendship with Sondra, she had asked [redacted] out. [redacted] explained to Sondra that she was in a relationship and was not interested in a romantic relationship but happy to be friends. As time went on, [redacted] began to be overwhelmed by the attention and amount of communication from Sondra but did not know how to approach it. I have spoken with others who were in abusive relationships and all of [redacted] body language was that of someone in an abusive relationship. [redacted] said that Sondra had recently sent her a link to a social media profile that was pornographic in nature and then questioned her if she had seen it and what she thought. She didn't want to be a part of the garden any longer, she was fearful of coming to work, and she didn't want to be forced to have a conversation with Sondra. Additionally [redacted] said she also no longer wanted to be a part of the community garden because of how Sondra had communicated and the unwillingness to consider outside input. When we asked what outcome they would like to see, they both expressed that they would like her to no longer be in the space.”⁴⁷
- “[Sondra] and I had already had a meeting planned to discuss garden spending and talk about how to better communicate after she had approached both me and my husband seeking financial assistance for purchases she made relating to the prairie she wanted to plant.”⁴⁸

46 I never made [redacted] feel bad for not financially contributing. I never asked her for money for anything. This entire paragraph, in context with Exhibits D, Q2, and numerous other exhibits, that [redacted] and [redacted] were slandering me, and that [redacted] and [redacted] wholeheartedly believed them and presumed I was guilty.

47 It is true that I asked [redacted] on a date some time after we met at the LGBT+ event back in September 2021, however it is evident throughout Exhibit D that this did not bother her. I did not know she was in a relationship at the time, and when she told me she was I never brought it up or broached the topic again. I believe the “link to a social media profile that was pornographic in nature” that is being referenced here was a link to a body and face painting artist whom I shared with [redacted], [redacted], and Eli because I thought her art was amazing. I asked if they were interested in face painting. This is why [redacted] invited me to face paint back in January 20 (L3), but now it appeared that [redacted] was trying to recast this interaction as if I had done something inappropriate. This entire interaction smacks of slander by [redacted] and [redacted].

48 I informed [redacted] and [redacted] that the students only had about \$100 in their account, and inquired about a possible plant sale or donation jar for SHEPH. I did not ask them for money.

- “Our conversation with Sondra was intentionally vague In terms of who spoke to us.... Both [REDACTED] and [REDACTED] were concerned that if she knew it was them who said something, Sondra would slander their names and potentially harass them further.”⁴⁹
- “[A]ttached are the messages [REDACTED] sent to Sondra. Sondra then began to slander [REDACTED] name within the community.”⁵⁰

v. [REDACTED] [REDACTED]

119. [REDACTED] [REDACTED] appears to have falsely accused me of harassing and possibly even stalking her, pressuring [REDACTED] and [REDACTED] along with [REDACTED] to bar me from the property.

120. [REDACTED] knew that I never stalked or harassed her. If any of the statements about [REDACTED] bringing these complaints to [REDACTED] and [REDACTED] are truthful, she acted with knowing or reckless disregard of the truth of the statements she made about me, thus indicating actual malice toward me. *Bandstra v. Covenant Reformed Church*, 913 N.W.2d 19, 48 (Iowa 2018) (quoting *Barreca v. Nickolas*, 683 N.W.2d 111, 118 (Iowa 2004)).

121. My final Discord message to [REDACTED] was screenshotted, rearranged, and made to look as if she told me to stop contacting her, but that I continued to do so. The original Discord message, followed by the modified document wherein someone wrote a false statement at the top of the page, is shown in the **Exhibit Q5** folder.

Fraud Claim

122. A falsified document (Q5), out-of-context statements of mine accompanied by libelous testimony (Q2), and numerous libelous statements by multiple Defendants were used in order to attack my reputation and integrity, including extremely damaging, false allegations

49 Yes, their explanation was vague and did not add up. I had been slandered by two individuals who remained anonymous because they knew that what they were doing was wrong.

50 Here [REDACTED] references the falsified document used to bolster the libelous claims about me stalking and/or harassing [REDACTED] or others. I never slandered [REDACTED] name throughout the community. That statement is an example of libel per se by [REDACTED]

against including those of racism, stalking, and harassment.

123. Several Defendants appear to have commit actual fraud, “Intentional and successful employment of cunning, deception, or artifice to circumvent, cheat, or deceive another. 23 Am J1st Fraud § 4 (Ballantine's Law Dictionary 3rd Ed.).

Actual Malice:

124. All Defendants were aware I own a political organization, Wild Willpower PAC.

125. Defendants devised and constructed a political tool, leaving themselves the option to politically attack me in the future.

126. Defendants acted with premeditation and in a knowingly deceitful, harmful manner to me.

Damages

127. In Iowa, plaintiff can sue a defendant for defamation if the defendant made an unprivileged false statement of fact to a third party, either negligently or with actual malice, and the statement caused material harm to the plaintiff.⁵¹

- Defendants ██████████ and ██████████ made unprivileged false statements about me to ██████████ and ██████████ and thus Lockwood Cafe and Reliable Street Inc.
- Their defamatory statements caused material harm to me.
- All defendants published libelous statements about me via entering them into the public record alongside falsified and deceitful documents.

128. Reliable Street Inc. is a non-profit organization whose mission, according to a statement she made to ICRC, is “to provide community improvement through the arts”. Reliable Street Inc

⁵¹ “Iowa Defamation Laws and Standards - RM Warner Law: Defamation Law, Internet Law, Business Law.” *RM Warner Law | Defamation Law, Internet Law, Business Law*, 15 May 2020, kellywarnerlaw.com/iowa-defamation-laws-and-standards.

runs an art gallery and holds a venue where local artists showcase their work, musicians perform, people perform spoken word poetry during poetry slams, and occasionally other performers will appear. I am no longer accommodated by Reliable Street Inc due to discrimination and malicious attacks I experienced within their space while acting as a volunteer.

CLAIM FOR RELIEF:

129. The nature of this action involves the tortious acts of unjust enrichment, defamation, discrimination, promissory estoppel, and fraud performed by the various Defendants, who, through their seemingly coordinated and malicious acts, caused and continue to cause severe harm to me. I have suffered numerous personal injuries, including personal harm to my reputation, and to the reputations of each of my businesses, personal endeavors, and thus my future earnings. I continue to experience severe emotional pain and suffering as a result of what the Defendants put me through. I request a combination of damages and equitable remedies in order to redress the harm which has been done, and to prevent continuing and prospective injuries from occurring.

130. I have a right to recover damages in order to be made whole. Losses include:

- The time and energy I invested performing almost six months of labor for Reliable Street Inc; labor I would not have performed had I known I was going to be slandered, discriminated against, then have my reputation trashed in retaliation for filing a civil rights complaint. Reliable Street Inc entered into two agreements with me: the “garden agreement” and the “prairie agreement”; both were breached by Reliable Street Inc. Lockwood Cafe entered into the garden agreement with Reliable Street Inc and me; that agreement was breached as well.
- The many hours of labor I've spent over a two year period of time working on this lawsuit, including:
 - Writing my testimony and gathering together evidence.

- Contacting and/or following up with numerous private attorneys, law firms, legal aid organizations, government agencies, nonprofits, and news outlets trying to find help.
- Untangling the Iowa Rules of Civil Procedure and Rules of Evidence in order to figure out how to file a lawsuit without an attorney. By my count there are a total of 372 rules I am still in the process of untangling.
- More than two years of emotional pain and suffering I've endured following the traumatic experiences Defendants put me through. This trauma and the fear I live with from these people, and the lack of safety I feel in certain parts of town, affects and elevates my anxiety and PTSD symptoms.
- The harm that has been done to my reputation as a result of defendants' defamatory statements against me. Harm to my reputation also adversely impacts my work, including:
 - I was building a portfolio which could have been used to help me find the type of work I love (gardening and prairie restoration), but instead I left the property with my reputation severely and irreparably harmed. Finding such work will be more difficult, and I cannot use my volunteerism for Reliable Street Inc on my resume now.
 - Although I had not planned to run for Iowa Governor back in 2022, I did own a political organization I'd been developing for more than a decade called Wild Willpower PAC (www.WildWillpower.org). I personally created all the websites and publications for Wild Willpower PAC, and plan to continue working on the organization for the rest of my life. My work has the potential to help a lot of peoples' lives. A lot of people put work and donations toward Wild Willpower PAC over the years because they believed in me and what I am doing. The terrible allegations against me that Defendants entered into the public record against me have the potential to destroy my campaign for governor, create loss of confidence and contempt toward Wild Willpower PAC, and disappoint and cause me to lose supporters.
 - I have also developed several textbooks, including:
 - An ethnobotany textbook with US Army Veteran Richard “Lonewolf” Legan called More Valuable Than Gold, which is being printed at Heuss Printing in Ames.
 - A history textbook series I began writing around 2012 called The Hidden History of Law.

- Interrupted two contracts between myself and DMACC Honors – I am requesting recompense for my time lost so that I can finish the two projects involved with my contracts before my semester at ISU begins this fall:
 - <y fall 2022 DMACC Honors project with Professor Charles Irwin went unfinished because instead of working on my project I had to switch gears and respond to the grotesque and immoral accusations Defendants wrote about me into the public record.
 - <y spring 2023 DMACC Honors project with Professor Jeff Schroeder went unfinished because instead of working on my project, I had to respond to the several motions Defendants filed throughout the semester despite my request to continue dealing with this matter after the semester. The only reason I filed this case before the semester started was to comply with the Iowa Civil Rights Commission's 90 day filing requirement following my request for a letter-of-right-to-sue

General Damages for Libel

132. The basis of the tort of defamation is the publication of a statement or statements that hold an individual up to contempt, ridicule, or hatred. Publication here means that the defamatory statements are communicated to persons other than the defamed party.⁵² Once a defendant's liability for libel is established, general damages are presumed as a matter of law. General damages are designed to compensate the plaintiff for nonspecific harms such as disgrace or dishonor in the eyes of the community, humiliation, injured reputation, and emotional distress – harms that are difficult to measure. In other words, to recover general damages in a libel case, the plaintiff need not prove that they were actually harmed in any specific way as a result of the libelous statement (Miller 94 – 96).

Application for Punitive Damages:

133. Black's Law Dictionary defines penal action as, “A civil proceeding In which either the state or a common informer sues to recover a penalty from a defendant who has violated a

⁵² Defendants' statements are available to the general public via public records requests.

statute. Although civil in nature, a penal action resembles a criminal proceeding because the result of a successful action is a monetary penalty intended, like a fine, to punish the defendant.”⁵³

134. I request the court to consider ordering punitive damages to the Defendants.

Equitable Remedies

135. I respectfully urge the court to grant the following equitable remedies to prevent others from being harmed in a similar manner:

1. compel Iowa's legislature to amend the Iowa Civil Rights Act so that it explicitly protects volunteers of non-profits, and not just employees.

- Although the Threshold Remuneration Test for Volunteers the test may be applicable in some circumstances, too much burden is put onto volunteers who have been harmed by discrimination to have to be able to prove these factors. Additionally, many will not know the test even exists: there is no text regarding the test within the ICRC or Title VII. Explicit legal protection ought be written into the law in order to guarantee safety from discrimination for vulnerable populations, and to alert nonprofits that they are not allowed to discriminate.

2. Compel Iowa's legislature to make Iowa a “for cause” instead of an “at-will” state so that the Iowa Civil Rights Act becomes enforceable.

- According to multiple attorneys I spoke with following the initial incidents, currently employers can make up any reason under the sun to fire employees for no reason and without notice. Iowa's at-will status allows employers to simply lie in order to shirk liability when discrimination occurs.

NOTICE TO COURT RE; DAMAGES:

136. Due to time restrictions, I have not calculated damages. I may need to do this on a future date unless it is customary for the court to decide this. At this time I need to study the Iowa Rules of Procedure and calculate damages, and will submit the results of my research to the

⁵³ Black's Law Dictionary Deluxe Tenth Edition by Henry Campbell Black & Editor in Chief Bryan A. Garner. ISBN: 978-0-314-62130-6

court asap.

Thank you for your time and concern in this matter, Your Honor.

Sincerely,
Sondra Wilson

Dated: 6/17/2024

/s/ Sondra Wilson
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of this document will be served upon the persons listed on this document at the addresses indicated on EDMS by transmitting a copy via email no later than 6/17/2024. I declare under penalty of perjury that the foregoing is true and correct.

/s/ Sondra Wilson