

IN THE IOWA DISTRICT COURT IN AND FOR STORY COUNTY

ALEXANDRA “SONDRA” WILSON,)	
)	CASE NO. LACV053674
<i>Plaintiff,</i>)	
)	PLAINTIFF’S REVISED SECOND
v.)	AMENDED PETITION
)	
RELIABLE STREET INC, LOCKWOOD)	
CAFE, LOVE CLUB LLC, LYND SAY)	
NISSEN, SHARON STEWART, WILLA)	
COLVILLE, DENISE MARTINEZ, and)	
CHARLIE ESKER)	
)	
<i>Defendants</i>)	
_____)	

COMES NOW Plaintiff Alexandra “Sondra” Wilson, appearing pro se, and for her Second Amended Petition states as follows:

I. PRELIMINARY STATEMENT

1. Plaintiff Alexandra “Sondra” Wilson brings this action against Reliable Street Inc., Lockwood Café, Love Club LLC, Lyndsay Nissen, Sharon Stewart, Willa Colville, Denise Martinez, and Charlie Esker arising from agreements, representations, and collaborative projects undertaken between approximately September 2021 and March 2022. Plaintiff alleges that she relied upon Defendants' promises and authorizations, performed substantial work and services, and that Defendants later repudiated and breached those agreements, excluded Plaintiff from the property, and retained the benefits of her performance. Plaintiff further alleges that Defendants published statements, documents, and supporting materials that were false, misleading, defamatory, selectively excerpted, rearranged, altered, or otherwise presented in a manner that created false impressions concerning Plaintiff's conduct. Plaintiff alleges that those materials became

incorporated into administrative and judicial records, resulting in the denial of administrative remedies, reputational injury, and continuing harm.

2. The projects at issue included Open Mic events, promotional and outreach activities, a community garden project, and a native tallgrass prairie project at 4625 Reliable Street in Ames, Iowa. Plaintiff alleges that several of the Defendants requested, authorized, encouraged, and benefited from Plaintiff's labor, expenditures, planning, volunteer coordination, promotional work, and project-management activities relating to those projects.

3. Before initiating administrative proceedings, Plaintiff attempted to resolve the dispute informally, including through a written request for mediation that went unanswered.

4. After Plaintiff sought relief through the Iowa Civil Rights Commission (ICRC), Plaintiff alleges that Defendants submitted statements and materials portraying previously authorized and collaborative conduct as improper, unwelcome, discriminatory, or harassing. Plaintiff further alleges that certain materials were selectively excerpted, rearranged, altered, mislabeled, and otherwise presented in a manner that changed their apparent meaning, reversed the chronology of events, and created false and misleading impressions during the ICRC investigation (*see* Exhibits D and E). Plaintiff further alleges that the resulting allegations were thereafter incorporated into, reflected within, summarized in, relied upon by, or republished through administrative communications, findings, determinations, and records.

5. Plaintiff further alleges that multiple Defendants submitted, supplied, adopted, repeated, relied upon, or incorporated statements and supporting materials concerning Plaintiff. Plaintiff alleges that these materials were presented in a manner that appeared mutually corroborative and were used to bolster allegations portraying Plaintiff as engaging in harassment, stalking,

discrimination, boundary violations, unauthorized conduct, or other misconduct.

6. Plaintiff contends that these submissions harmed her reputation; subjected her to embarrassment, humiliation, mental anguish, and emotional distress; were used to deny relief guaranteed under the Iowa Civil Rights Act (ICRA); and adversely affected her educational, professional, advocacy-related, publishing, and political activities. Plaintiff further alleges that she was not provided access to Defendants' submissions during the ICRC screening process and therefore had no meaningful opportunity to inspect, review, challenge, or rebut those materials before administrative closure.

7. Plaintiff further alleges that, during the course of the administrative proceedings and subsequent litigation, Defendants repeatedly utilized filings, motions, procedural challenges, venue-related proceedings, service-related challenges, fee requests, discovery disputes, and related proceedings for purposes other than obtaining a good-faith adjudication of the parties' underlying factual disputes. Plaintiff alleges that these actions substantially increased the cost, duration, complexity, and burden of the proceedings, including the imposition of additional fees and expenses upon Plaintiff. Plaintiff further alleges that such conduct forms part of the abuse-of-process and related claims asserted herein.

8. Plaintiff further alleges that Defendants repeatedly incorporated, adopted, republished, relied upon, or advanced allegations portraying Plaintiff as engaging in harassment, stalking, boundary violations, discrimination, or other misconduct throughout the administrative proceedings and subsequent litigation.

9. Plaintiff further alleges that allegations later characterizing her conduct as stalking, harassment, discrimination, boundary violations, unauthorized conduct, or other misconduct were

not communicated to Plaintiff during the parties' collaborative relationship and instead emerged or materially expanded after Plaintiff sought administrative relief through the ICRC.

10. Plaintiff alleges that the challenged statements were not limited to a single publication or isolated event. Plaintiff alleges that Defendants' statements were in fact reviewed, relied upon, summarized, incorporated into, and republished through the administrative closure process and related ICRC records. Plaintiff further alleges that those records remain in existence and continue to be capable of future citation, reliance, repetition, or republication by persons who lawfully obtain access to them.

11. One purpose of this action is to obtain adjudication on the merits of those allegations and a judicial determination regarding their truth or falsity. Plaintiff seeks adjudication of the truth or falsity of the challenged statements and such declaratory, equitable, and legal relief as may be appropriate.

12. Plaintiff alleges that the challenged statements have caused and continue to cause reputational injury, humiliation, embarrassment, emotional distress, mental anguish, loss of standing in the community, and other general damages. Plaintiff further alleges that the challenged portrayal arises not only from individual statements viewed in isolation, but from the cumulative presentation and apparent corroboration of multiple allegations, documents, and supporting materials within the administrative and judicial records.

13. The factual allegations in this Petition are supported by documentary exhibits (Exhibits A–G), which are attached hereto and incorporated by reference. These exhibits include contemporaneous communications, administrative records, photographs, project documentation, and related materials that Plaintiff contends corroborate the agreements, authorizations, reliance,

performance, acceptance of benefits, repudiation, exclusion, and allegedly false and misleading statements described herein. Plaintiff further contends that these materials materially differ from Defendants' subsequent characterizations of the underlying events, creating substantial factual disputes concerning the parties' respective accounts. Exhibits A–G are organized by subject matter and are intended to assist the Court in evaluating the factual disputes underlying each count.

II. PARTIES

14. **Plaintiff Alexandra “Sondra” Wilson** is an individual residing in Ames, Iowa. On April 22, 2022, Plaintiff filed a complaint with the ICRC against Love Club LLC, Reliable Street Inc., and Lockwood Café alleging discrimination arising from the events described herein. Plaintiff founded Wild Willpower PAC (WildWillpower.org) in 2017 and announced her candidacy for Governor of Iowa in 2023. Plaintiff alleges that Defendants submitted defamatory and misleading statements into administrative and judicial records that continue to affect her reputation, professional activities, advocacy efforts, publishing work, political activities, and mental and emotional health and safety.

15. **Defendant Love Club LLC** is an Iowa limited liability company that owned the property located at 4625 Reliable Street, Ames, Iowa, during the events giving rise to this action. Plaintiff contends that Love Club LLC benefited from and unjustly retained the fruits of her labor.

16. **Defendant Reliable Street Inc.** is an Iowa nonprofit corporation operating at 4625 Reliable Street, Ames, Iowa. Reliable Street Inc. was a respondent in Plaintiff's ICRC complaint. Plaintiff alleges that Reliable Street Inc. entered agreements with Plaintiff, accepted and retained benefits arising from Plaintiff's performance, later repudiated those agreements, and submitted or relied upon statements concerning Plaintiff during the ICRC and judicial proceedings that Plaintiff

contents were false, misleading, and defamatory.

17. **Defendant Lockwood Café** is a business operating at 4625 Reliable Street, Ames, Iowa. Lockwood Café was a respondent in Plaintiff's ICRC complaint. Plaintiff alleges that Lockwood Café offered Plaintiff a 50% discount on purchases in connection with her work restoring and managing the community garden located on the property, then mischaracterized Plaintiff within statements to the ICRC and judicial proceedings which form part of the conduct giving rise to this action.

18. **Defendant Lyndsay Nissen** is an individual residing in Iowa and was, at all relevant times, President of Reliable Street Inc. and a co-owner of Love Club LLC. Plaintiff alleges that Nissen provided written confirmations and representations concerning Plaintiff's leadership role in the community garden project, approved Plaintiff's written proposal for a native tallgrass prairie project associated with the property, represented Plaintiff to third parties as taking the lead on the community garden project for the duration of 2022, and subsequently submitted statements, documents, and other materials to the ICRC on behalf of one or more entity defendants. Plaintiff further alleges that certain statements and representations submitted by Nissen to the ICRC were known to be materially false, misleading, incomplete, inconsistent with, or materially out of context when compared to Nissen's prior communications, authorizations, and representations, and with communications with other Defendants.

19. **Defendant Sharon Stewart** is an individual residing in Iowa and was, at all relevant times, a co-owner of Lockwood Café and Vice President of Reliable Street Inc. Plaintiff alleges that Stewart initially approached Plaintiff regarding restoration and management of the community garden, offered Plaintiff a 50% discount on purchases at Lockwood Café in connection with that

work, and later collected, compiled, transmitted, and/or relied upon statements and materials that Plaintiff contends were false, misleading, altered, incomplete, or materially out of context.

20. Plaintiff alleges that, at all times relevant herein, Defendants Nissen and Stewart acted individually and as officers, agents, representatives, managers, members, employees, or authorized spokespersons of one or more entity Defendants. Plaintiff further alleges that acts, statements, representations, authorizations, approvals, submissions, and communications undertaken by Nissen and Stewart within the scope of those roles are attributable to the respective entity Defendants.

21. **Defendant Willa Colville** is an individual who was employed by Lockwood Café during the events described herein. Plaintiff alleges that Colville participated in the creation, compilation, or transmission of statements and supporting materials concerning Plaintiff that were later submitted to the ICRC and relied upon in support of allegations that Plaintiff disputes as false, misleading, incomplete, or materially out of context. Within ICRC submissions, Plaintiff was accused of stalking and harassing Ms. Colville. Plaintiff contends these accusations were false and were later used to justify her exclusion and to oppose her claims before the ICRC.

22. **Defendant Denise Martinez** is an individual who was employed by Lockwood Café during the events described herein. Plaintiff alleges that Martinez authored or supplied statements and supporting materials concerning Plaintiff that were later transmitted to the ICRC through Defendant Stewart and formed part of the factual record relied upon during the administrative proceedings. Plaintiff further alleges that those submissions contained materially false, misleading, and out-of-context representations concerning Plaintiff.

23. **Defendant Charlie Esker** is an individual who resided in Iowa during the events

relevant to this action. Plaintiff alleges that Esker authored and submitted a written statement concerning Plaintiff that was later provided to the ICRC in support of one or more Defendants. Plaintiff further alleges that Esker was a frequent exhibitor within the Reliable Street gallery community and maintained personal relationships with individuals associated with the property, including Defendant Colville. Plaintiff alleges that Esker's statement contained factual assertions that were false, misleading, contradicted by contemporaneous evidence, and made with reckless disregard for their falsity.

III. JURISDICTION AND VENUE

24. This Court has subject matter jurisdiction over this action pursuant to the Constitution and laws of the State of Iowa. Plaintiff asserts claims arising under Iowa common law, the ICRA, and related equitable doctrines, and seeks relief authorized by statute and common law.

25. Venue is proper in Story County, Iowa pursuant to Iowa Code § 616.18 because one or more Defendants reside in Story County and substantial portions of the events giving rise to Plaintiff's claims occurred in Story County.

26. Plaintiff further alleges that venue was proper in Polk County under Iowa Code § 616.18 at the time this action was commenced because certain alleged wrongful statements, documents, and materials that form part of Plaintiff's claims were submitted to the ICRC in Des Moines, Polk County. Plaintiff alleges that substantial injury and legal consequences arising from those submissions were sustained there. Plaintiff originally filed this action in Polk County in good faith based upon those facts and continues to contend that Polk County constituted a proper venue at the time of filing.

27. This action was subsequently transferred to Story County by court order. Plaintiff does

not challenge the current venue of this action and asserts that Story County is a proper venue for adjudication of the claims asserted herein. Plaintiff nevertheless maintains that Polk County was also a proper venue at the time this action was commenced.

28. Plaintiff exhausted all administrative remedies applicable to her ICRA claims prior to commencing this action. The ICRC issued a Right-to-Sue Letter on or about September 6, 2023. Plaintiff commenced this action within the time permitted by law following issuance of the Right-to-Sue Letter and timely pursued the claims asserted herein.

29. All conditions precedent to the filing of this action have been satisfied, waived, excused, or otherwise occurred.

IV. FACTUAL BACKGROUND

30. Prior to the events giving rise to this action, Plaintiff was a regular customer of Lockwood Café and maintained friendly and cooperative relationships with Defendants and other individuals associated with the property.

31. In approximately September 2021, Plaintiff became involved with activities associated with Reliable Street Inc. and Lockwood Café located at 4625 Reliable Street in Ames, Iowa. Plaintiff alleges that the Open Mic Agreement, Garden Agreement, and Prairie Agreement were oral and implied-in-fact agreements arising from the parties' communications, mutual assent, course of conduct, authorizations, and performance. Plaintiff further alleges that the agreements were supported by consideration, including Plaintiff's labor, planning, expenditures, project-management services, volunteer coordination, and other performance in exchange for Defendants' authorizations, benefits, commitments, and promises described herein. Plaintiff further alleges that the existence and terms of these agreements were repeatedly acknowledged, confirmed, and

corroborated through contemporaneous written communications and conduct, including communications in which Defendant Nissen approved Plaintiff's activities, delegated responsibilities, and represented to Plaintiff and third parties that Plaintiff was authorized to lead, manage, or coordinate project activities.

IV.A. Open Mic Agreement (Exhibit B)

32. In Fall 2021, Defendant Nissen requested Plaintiff to assist in setting up and cleaning up after weekly Open Mic events hosted by Reliable Street Inc. Nissen accepted Plaintiff's offer to create and distribute promotional flyers, requested revisions, provided direction regarding their content and design, approved the completed flyers, posted the flier on Reliable Street Inc's Facebook page, and authorized their dissemination. Nissen further requested that Plaintiff assist with hosting Open Mic events during Nissen's absences. Plaintiff accepted and performed those activities. Throughout this period, Nissen encouraged Plaintiff's participation, expressed appreciation for Plaintiff's contributions, and entrusted Plaintiff with responsibilities relating to the Open Mic program.

33. Plaintiff alleges that Nissen later submitted statements to the ICRC characterizing Plaintiff's involvement in the Open Mic events and flyer distribution activities as unauthorized, unsolicited, and improper. Plaintiff further alleges that such characterizations were false, misleading, and inconsistent with Nissen's contemporaneous communications, approvals, authorizations, and conduct. Plaintiff alleges that these mischaracterizations were made intentionally or with reckless disregard for their falsity and were reasonably likely to mislead the ICRC regarding the nature of Plaintiff's involvement and the parties' prior relationship.

34. Exhibit B contains contemporaneous communications documenting Nissen's requests,

approvals, authorizations, expressions of appreciation, delegation of responsibilities, and other conduct that Plaintiff contends directly contradicts Nissen's subsequent statements to the ICRC.

IV.B. Garden Agreement (*see Exhibit C*)

35. Prior to requesting Plaintiff's participation in the garden and prairie projects, Defendants were aware of Plaintiff's longstanding interest, experience, and publicly demonstrated knowledge relating to gardening, prairie restoration, ethnobotany, sustainable food production, wilderness skills, environmental education, and related subjects. Defendants were further aware that Plaintiff operated Wild Willpower, an organization that publicly promotes sustainable living, conservation, gardening, and responsible land stewardship.

36. In approximately September 2021, Defendant Sharon Stewart approached Plaintiff regarding restoration and management of a community garden project located at 4625 Reliable Street and informed Plaintiff that she had discussed the matter with Defendant Nissen, who was also in support. Stewart offered Plaintiff a 50% discount on purchases from Lockwood Café in exchange for Plaintiff's ongoing restoration, management, coordination, and improvement of the garden project. Plaintiff accepted.

37. Consistent with Stewart's representations, Defendant Nissen thereafter authorized Plaintiff's participation in the project, met with Plaintiff concerning its development, provided information regarding the site's existing condition and layout, authorized Plaintiff to proceed with restoration and improvement efforts, and authorized Plaintiff to assume a leadership and coordination role with respect to the project for the duration of 2022. Plaintiff accepted those responsibilities and began performing in reliance upon Defendants' representations, authorizations, and course of conduct.

38. Throughout the Fall of 2021 and early 2022, Defendants and related participants repeatedly acknowledged, encouraged, and reinforced Plaintiff's role in the garden project. Defendant Nissen provided project guidance, approved specific site activities, accepted updates regarding Plaintiff's work, and represented to third parties that Plaintiff was "taking the lead" on the community garden and was among those "in charge" of the project throughout 2022. Plaintiff alleges that these representations were made not only to Plaintiff but also to third parties participating in or associated with the project. Defendants also acknowledged and honored the 50% discount associated with Plaintiff's work on the project. See Exhibit C.

39. In reliance upon Defendants' representations, authorizations, and continuing course of conduct, Plaintiff devoted substantial time, labor, planning, research, expenditures, volunteer coordination and donations, project-management activities, and site improvements to the garden project. Plaintiff alleges that Defendants knowingly accepted, encouraged, benefited from, and retained the fruits of Plaintiff's labor and efforts.

IV.C. Prairie Agreement (*see Exhibit C*)

40. During the same period, Plaintiff developed a written proposal for installation of a native tallgrass prairie to surround the garden, protect it against weed encroachment, and improve the aesthetics of the site. Plaintiff circulated the proposal among project participants, provided it to Defendants for review, and discussed its implementation with those involved in the project. Plaintiff alleges that Defendant Nissen approved the proposal and authorized Plaintiff to proceed with implementation of the prairie project. Plaintiff refers to this arrangement herein as the "Prairie Agreement." Plaintiff further alleges that Defendant Colville reviewed the proposal, expressed approval, and offered assistance with implementation. See Exhibit C.

41. In reliance upon Defendants' approval and authorization of the prairie project, Plaintiff devoted substantial time, labor, planning, expenditures, coordination efforts, research, and project-management activities toward implementation of the proposal. Plaintiff performed substantial work in furtherance of the Prairie Agreement and, at all relevant times prior to her exclusion, remained ready, willing, and able to continue performance until Defendants prevented further performance through the exclusion described herein.

42. Prior to March 31, 2022, Defendant Nissen met privately with Plaintiff concerning Plaintiff's role in the garden project and communications with project participants. During the meeting, Nissen discussed community leadership responsibilities and encouraged Plaintiff to check in with Defendant Martinez regarding project participation because Martinez allegedly wished to be more involved. Plaintiff subsequently contacted Martinez regarding additional involvement, and Martinez indicated that she did not have time to participate further. See Exhibit E.

43. Prior to March 31, 2022, Defendants and related participants consistently communicated with Plaintiff in a cooperative, supportive, and encouraging manner regarding the Open Mic, garden project, and prairie project. Plaintiff alleges that no Defendant informed her that her participation was unauthorized, unwelcome, harassing, discriminatory, or otherwise improper, nor did any Defendant request that she cease her involvement in the projects prior to her exclusion. Plaintiff alleges that Defendants' continuing approvals, encouragement, acknowledgments, and course of conduct reinforced her belief that the parties' agreements remained in effect and induced her continued performance in reliance thereon.

IV.D. Prior Relationship Between the Parties

44. Plaintiff alleges that throughout the duration of the agreements described herein, relationships with all Defendants remained positive. Plaintiff further alleges that no Defendant communicated allegations of stalking, harassment, racism, discrimination, boundary violations, or similar misconduct to Plaintiff during this period. Plaintiff denies allegations that she harassed, stalked, discriminated against, or otherwise engaged in misconduct alleged by Defendants. Plaintiff further alleges that such accusations were lodged into ICRC records and created false and misleading impressions concerning Plaintiff's conduct, which were thereafter incorporated into administrative records and caused substantial harm to Plaintiff's reputation while creating an ongoing threat to Plaintiff's professional and political activities.

IV.E. Exclusion and Breaches

45. Plaintiff alleges that, through March 2022, Defendants continued to accept, encourage, and induce Plaintiff to continue performing in accordance with the Open Mic Agreement, Garden Agreement, and Prairie Agreement. Plaintiff further alleges that Defendants never informed her that her participation or conduct was unauthorized or unwelcome prior to the events of March 31, 2022.

46. On March 31, 2022, Defendants abruptly excluded Plaintiff from the property and affiliated activities. Plaintiff alleges that Defendants thereby prevented further performance of the Garden Agreement and Prairie Agreement after Plaintiff had already substantially performed in reliance upon Defendants' promises, representations, approvals, authorizations, and course of conduct.

47. During the March 31, 2022 meeting, Plaintiff was informed that complaints had been received alleging that she had made certain individuals uncomfortable and had violated a woman's

personal space. Plaintiff alleges that Defendants did not identify the complainants, describe the specific conduct at issue, disclose the factual basis for the allegations, or provide Plaintiff with a meaningful opportunity to respond, explain, or modify her conduct before adverse action was imposed. Plaintiff further alleges that she requested additional information concerning the allegations but Defendants declined to provide meaningful details before terminating her participation in the Garden Agreement and Prairie Agreement. Plaintiff alleges that she denied engaging in the conduct described; however, the decision to exclude Plaintiff had already been made. Plaintiff further alleges that allegations of harassment, stalking, racism, discrimination, boundary violations, and other misconduct later advanced during the ICRC proceedings were not communicated to Plaintiff during the March 31, 2022 meeting and materially expanded upon the allegations originally conveyed.

48. Plaintiff alleges that the allegations communicated to her on March 31, 2022 were false and inconsistent with the parties' prior course of dealing, contemporaneous communications, and Defendants' repeated authorizations, encouragement, and expressions of appreciation. Plaintiff alleges that information provided to Stewart and Nissen regarding Plaintiff's conduct was materially false or misleading and directly resulted in Plaintiff's exclusion from the property, termination of the Garden Agreement and Prairie Agreement, and reputational harm among community members who were aware of Plaintiff's authorized leadership role in those projects. Plaintiff further alleges that allegations later advanced during the ICRC proceedings included accusations of stalking, harassment, racism, discrimination, and other misconduct that were not communicated to Plaintiff during the March 31, 2022 meeting.

49. Plaintiff alleges that individuals familiar with the project, including SHEPH President

Emily Poag, expressed surprise upon learning of Plaintiff's exclusion, which Plaintiff contends was inconsistent with Defendants' later characterizations of her role and conduct. See Exhibit C.

50. Plaintiff alleges that Defendants had previously represented Plaintiff to project participants and third parties as authorized to lead and coordinate project activities, making Plaintiff's sudden exclusion inconsistent with Defendants' prior representations and reasonably causing confusion among project participants and other persons familiar with Plaintiff's authorized role in those projects.

IV.F. Benefits Conferred and Retained

51. Plaintiff alleges that Defendants retained the benefits of Plaintiff's labor, planning, expenditures, improvements, and project-development efforts while simultaneously disavowing or recharacterizing the very activities they had previously authorized, encouraged, and accepted. Plaintiff alleges that Defendants accepted, encouraged, and benefited from Plaintiff's labor while the work was being performed, but later denied, minimized, or recharacterized the very authorizations upon which Plaintiff had relied.

IV.G. Problem Resolution (*see Exhibit A*)

52. Before filing a complaint with the ICRC, Plaintiff attempted to resolve the dispute informally by submitting a written request for mediation to Defendants on April 12, 2022. In her mediation request, Plaintiff expressed concern that allegations communicated to Defendants had damaged her reputation and adversely affected her relationships, community standing, professional opportunities, and future endeavors. Plaintiff alleges that these concerns were communicated to Defendants before the initiation of the ICRC proceedings. Defendants did not accept or participate in mediation. See Exhibit A.

IV.H. ICRC Proceedings (*see Exhibit A*)

53. Plaintiff pursued administrative remedies through the ICRC in good faith after informal resolution efforts failed and after receiving advice from professional sources that the circumstances described could constitute unlawful discrimination. Plaintiff sought mediation, clarification of the allegations against her, and resolution of the dispute before resorting to litigation.

54. Plaintiff later learned that the property was owned by Defendant Love Club LLC, of which Defendant Nissen was a co-owner. Plaintiff alleges that Love Club LLC received and retained the benefit of the improvements, labor, planning, and project-development efforts described herein.

55. Plaintiff alleges that throughout the period in which she performed work under the Garden Agreement and Prairie Agreement, she reasonably believed she was dealing primarily with Reliable Street Inc., Lockwood Café, and Defendant Nissen. Plaintiff further alleges that she did not learn that Defendant Love Club LLC owned the property until after her exclusion from the premises, when she independently investigated ownership records. Plaintiff alleges that this information was not previously disclosed to her despite her extensive involvement with projects benefiting the property.

56. After informal resolution efforts were unsuccessful, Plaintiff filed a complaint with the ICRC. Plaintiff alleges that she pursued the administrative process in part to seek mediation, clarification of the allegations that had been made against her, and resolution of the disputes arising from the events described herein. Plaintiff's ICRC complaint named Love Club LLC, Reliable Street Inc., and Lockwood Café as respondents arising from the same underlying events described in this Petition. During the resulting proceedings, Defendants submitted statements, documents,

and supporting materials concerning Plaintiff. Plaintiff alleges that certain of those submissions materially mischaracterized Plaintiff's conduct, denied and recharacterized prior authorizations and agreements, omitted significant contextual information, and portrayed previously approved activities as unauthorized or improper. See Exhibits A-F.

57. Plaintiff alleges that allegations portraying her conduct as harassment, stalking, discrimination, racism, boundary violations, or other misconduct were not raised contemporaneously during the parties' working relationship, despite Defendants' repeated authorizations, encouragement, acknowledgments, and expressions of appreciation described herein. Plaintiff further alleges that such allegations instead emerged during or after Plaintiff's pursuit of administrative relief through the ICRC and materially differed from Defendants' prior communications, representations, and course of conduct. Plaintiff further alleges that no Defendant contemporaneously informed Plaintiff that her conduct constituted harassment, stalking, discrimination, racism, boundary violations, or other misconduct prior to her exclusion.

58. Within her statement to the ICRC, Defendant Nissen described the March 2022 meeting (¶37) to the ICRC as evidence that Plaintiff had previously been counseled regarding communication and boundary concerns. Plaintiff alleges that Nissen's characterization materially differed from the substance of the meeting described above and documented in Exhibit E.

59. Plaintiff further alleges that certain individuals who later submitted statements to the ICRC did not express concerns consistent with those statements during contemporaneous communications. For example, Plaintiff alleges that Defendant Esker maintained friendly communications with Plaintiff following her exclusion and indicated that they were not substantially involved in the underlying dispute. Plaintiff further alleges that Esker's subsequent

statement to the ICRC contained materially different characterizations of Plaintiff and purported firsthand observations that were not reflected in those contemporaneous communications. Plaintiff alleges that numerous statements within Esker's submission were materially false and materially consistent with accusations advanced by other Defendants during the administrative proceedings. Esker's statement was bolstered by the materially altered, misleading documents shown within Exhibits D and E. See Exhibit F.

60. Plaintiff further alleges that numerous statements submitted during the administrative proceedings were inconsistent with Defendants' own contemporaneous communications, approvals, authorizations, expressions of appreciation, and course of conduct occurring between September 2021 and March 2022. Plaintiff alleges that documents and communications attached as Exhibits A through F provide context for evaluating those later representations.

61. Plaintiff further alleges that multiple Defendants appeared aware of, relied upon, referenced, or advanced allegations supported by common documents, screenshots, chronology presentations, or other materials submitted during the ICRC proceedings. Plaintiff alleges that various statements submitted by different Defendants were mutually reinforcing, relied upon common supporting materials, and collectively advanced allegations that Plaintiff contends were false, misleading, incomplete, materially out of context, or dependent upon altered presentations of underlying communications.

62. Plaintiff further alleges that Defendants' statements derived credibility not merely from the content of any individual statement, but from the appearance that multiple Defendants independently corroborated one another through statements, chronology summaries, screenshots, witness accounts, and supporting materials presented to the ICRC. Plaintiff alleges that this

appearance of independent corroboration materially increased the persuasive effect of the allegations and contributed to the false and misleading portrayal of Plaintiff described throughout this Petition.

63. Plaintiff alleges that Defendants knowingly acted in concert to create, compile, transmit, adopt, reinforce, and rely upon a common narrative portraying Plaintiff as engaging in harassment, stalking, discrimination, boundary violations, or other misconduct. Plaintiff further alleges that Defendants shared information, witness statements, screenshots, chronology presentations, and supporting materials and acted with a common purpose of justifying Plaintiff's exclusion, defeating Plaintiff's administrative complaint, and avoiding responsibility for the agreements and representations described herein.

64. Plaintiff alleges that the timing, consistency, mutual reinforcement, and common reliance upon shared supporting materials permit the reasonable inference that Defendants were not acting independently but were instead acting in concert to advance and institutionalize a common narrative concerning Plaintiff.

65. Plaintiff alleges that she was not provided access to Defendants' submissions during the ICRC screening process and therefore had no meaningful opportunity to inspect, explain, challenge, or rebut those materials before administrative closure. Plaintiff received the ICRC administrative closure decision on or about August 3, 2022. Although the closure materials summarized allegations made by Defendants, Plaintiff did not have access to the underlying submissions, supporting documents, witness statements, screenshots, or other materials provided to the ICRC during the screening process.

66. Following administrative closure, Plaintiff pursued available administrative and

informal remedies, including communications with public agencies, efforts to obtain legal representation, and a request for reopening of the ICRC matter. Plaintiff requested a Right-to-Sue Letter on or about September 8, 2023, and thereafter obtained access to the ICRC case file on or about October 23, 2023. Upon review of the file, Plaintiff alleges that she first became aware that certain documents, screenshots, chronology presentations, and supporting materials had been rearranged, altered, selectively excerpted, mislabeled, or otherwise presented in a manner that materially changed their apparent meaning and bolstered false and misleading allegations concerning Plaintiff's conduct. Plaintiff further alleges that certain submissions were prepared and presented in a manner intended to create materially false impressions concerning the chronology of events, the nature of Plaintiff's conduct, and the parties' prior relationship. Plaintiff further alleges that these materials created false impressions regarding the underlying events and contributed to the administrative record relied upon by the ICRC.

67. Plaintiff alleges that she could not reasonably have identified or challenged the chronology reversals, altered presentations, selective excerpts, misleading captions, and other materially misleading aspects of Defendants' submissions during the ICRC screening process because the underlying submissions were not made available to her before administrative closure.

68. Following the administrative closure of the complaint and after obtaining access to materials submitted during the ICRC proceedings, Plaintiff reviewed statements, documents, and supporting materials submitted by Defendants. Plaintiff alleges that certain submissions contained materially false, misleading, incomplete, or out-of-context representations concerning Plaintiff and the events described herein.

69. Plaintiff further alleges that the statements, documents, and supporting materials

submitted during the ICRC proceedings became part of an official government administrative record concerning Plaintiff's conduct and character, thereby increasing the scope and duration of the reputational harm alleged herein. Plaintiff further alleges that portions of those allegations, statements, and characterizations were later republished, referenced, adopted, incorporated, or relied upon during subsequent judicial proceedings, further extending and perpetuating the reputational harms alleged herein.

70. Plaintiff further alleges that the challenged allegations were transformed from private accusations into institutionalized allegations through their incorporation into administrative and judicial records, thereby extending their reach, apparent credibility, and continuing capacity for republication.

71. Plaintiff further alleges that Defendants' statements did not remain confined to a private exchange between Defendants and the ICRC investigator. Plaintiff alleges that the allegations were reviewed, considered, summarized, incorporated, repeated, or otherwise reflected within official agency communications, determinations, and records, including the administrative closure process. Plaintiff further alleges that the resulting administrative and judicial records remain capable of future citation, reliance, repetition, or republication by persons lawfully authorized to access or rely upon such records, thereby creating a continuing risk of reputational, professional, educational, advocacy-related, publishing, and political harm. Plaintiff further alleges that allegations portraying a candidate for public office as engaging in harassment, stalking, discrimination, racism, boundary violations, or similar misconduct are uniquely damaging because such allegations may influence voters, supporters, endorsers, volunteers, donors, media coverage, and other participants in the electoral process even where no adjudication on the merits has occurred.

72. Plaintiff further alleges that, prior to the events described herein, she was developing a portfolio of work relating to gardening, prairie restoration, ethnobotany, and related community projects. Plaintiff alleges that Defendants' statements and actions damaged her reputation in connection with those activities, diminished the value of work performed under the Garden Agreement and Prairie Agreement, and impaired her ability to use those projects as professional references or examples of prior experience.

73. Plaintiff alleges that concerns regarding reputational harm were communicated to Defendants shortly after the March 31, 2022 events and before commencement of the ICRC proceedings. Plaintiff alleges that Defendants were therefore aware that allegations concerning Plaintiff's conduct had the potential to affect her standing within the community and future opportunities.

74. Plaintiff alleges that Defendants were aware, prior to and during the ICRC proceedings, that Plaintiff operated Wild Willpower, engaged in public advocacy and educational activities, published written works, maintained a public internet presence, and later pursued political activities including a campaign for Governor of Iowa. Plaintiff further alleges that the challenged statements were reasonably foreseeable to affect those activities because they concerned Plaintiff's character, conduct, reputation, and fitness to work with others.

IV.I. Continuing Harm and Collateral Consequences

75. Plaintiff alleges that, following commencement of this action, Defendants repeatedly advanced factual assertions concerning Plaintiff's alleged conduct that Plaintiff contends are false, misleading, incomplete, or unsupported by the evidence. Plaintiff further alleges that these assertions were incorporated into motions, briefs, and other filings throughout the litigation. See

Exhibit G.

76. Plaintiff alleges that the challenged conduct was unusually difficult to detect and prove because the alleged misrepresentations were distributed across multiple submissions, multiple participants, multiple proceedings, and numerous documents. Plaintiff alleges that substantial time, effort, investigation, document review, comparison of records, and evidentiary analysis were required to identify, reconstruct, and demonstrate the alleged falsifications, chronology reversals, omissions, recharacterizations, and inconsistencies described herein.

77. Plaintiff further alleges that the continuing need to investigate, document, analyze, and repeatedly respond to allegations that she contends are false has caused severe and continuing emotional distress, mental anguish, anxiety, frustration, humiliation, loss of sleep, distraction from educational and professional pursuits, and substantial emotional exhaustion.

78. Plaintiff alleges that, as a direct result of the procedural burdens imposed by Defendants' conduct, she was forced to withdraw from multiple college courses, accept an incomplete in another course, and devote substantial time that otherwise would have been dedicated to academic obligations, honors-program commitments, scholarship-related activities, and degree completion. Plaintiff further alleges that litigation-related deadlines, briefing obligations, hearings, and evidentiary preparation requirements interfered with completion of her Spring 2024 DMACC Honors Program project and other academic obligations. Plaintiff was required to withdraw from COMS 1130 and ECON 1020 after the withdrawal deadline and alleges that the cumulative burdens described herein materially contributed to those withdrawals.

79. Plaintiff further alleges that Defendants' conduct interfered with existing educational, contractual, institutional, civic, and political activities, including Plaintiff's participation in the

DMACC Honors Program, scholarship-related opportunities through Phi Theta Kappa, academic progress at Iowa State University, campaign-related activities, and other third-party obligations. Plaintiff alleges that repeated motions, overlapping deadlines, procedural escalation, and continued repetition of the challenged allegations forced Plaintiff to divert substantial time and effort away from those activities, resulting in lost educational opportunities, delayed academic progress, and other damages.

80. Plaintiff alleges that the ICRC reviewed, relied upon, summarized, incorporated, and republished statements, documents, and supporting materials submitted by Defendants during the administrative proceedings. Plaintiff further alleges that those materials formed part of the basis for the agency's screening determination and administrative closure of Plaintiff's complaint, thereby preventing Plaintiff from obtaining the investigative, conciliatory, and remedial protections available through the ICRA.

81. Plaintiff alleges that Defendants' false, misleading, incomplete, and retaliatory submissions to the ICRC interfered with the Commission's ability to fairly evaluate Plaintiff's complaint. Plaintiff further alleges that the administrative closure was based, in substantial part, upon the statements, documents, and supporting materials submitted by Defendants and relied upon during the screening process. Plaintiff alleges that the resulting closure terminated the administrative process before Plaintiff could obtain further investigation, probable-cause review, conciliation, restoration of access to programs and activities, damages, or other relief authorized under Iowa Code Chapter 216.

82. Plaintiff further alleges that allegations portraying her as engaging in stalking, harassment, racism, discrimination, boundary violations, or similar misconduct are particularly

damaging because Plaintiff engages in public advocacy, publishing, community-organizing, educational, and electoral activities. Plaintiff alleges that the continued existence of such allegations within administrative and judicial records creates an ongoing risk that they may be cited, repeated, relied upon, or presented without context during future professional, civic, advocacy-related, publishing, or political activities, thereby causing continuing and prospective harm.

IV.J. Falsities Carried into Judicial Proceedings (*see Exhibit G*)

83. Plaintiff further alleges that, prior to and during the events described herein, she was engaged in public advocacy, community-organizing activities, publishing efforts, educational outreach, and political activities associated with Wild Willpower PAC and related endeavors. Plaintiff alleges that the resulting reputational harm did not end with the ICRC proceedings but continued thereafter, adversely affecting those educational, professional, publishing, advocacy-related, and political activities. Plaintiff further alleges that the continuing effects of Defendants' statements and submissions interfered with academic coursework and opportunities at Des Moines Area Community College and Iowa State University, contributed to the withdrawal or loss of classes, interfered with contracts and other professional opportunities, and later affected Plaintiff's campaign activities as an independent candidate for Governor of Iowa, including ballot-access efforts during the 2026 election cycle.

84. Plaintiff alleges that Defendants repeatedly advanced and republished allegations portraying Plaintiff as engaging in harassment, stalking, and other improper conduct throughout administrative and judicial proceedings, even after Plaintiff disputed those allegations and produced evidence that she contends contradicts them. Plaintiff alleges that the repetition of such

allegations served purposes beyond merely defending against Plaintiff's claims and was intended, at least in part, to increase litigation pressure, damage Plaintiff's reputation, deter further legal action, and create a foundation for potential claims against Plaintiff. Plaintiff further alleges that many of the allegations repeated during the administrative and judicial proceedings directly contradicted Defendants' own contemporaneous communications, authorizations, approvals, acknowledgments, and representations described throughout this Petition.

IV.K. Common Pattern and Continuing Harm

85. Plaintiff alleges that the same conduct later characterized by Defendants as unauthorized, unsolicited, intrusive, controlling, harassing, discriminatory, unwelcome, or otherwise improper had previously been approved, encouraged, coordinated, delegated, accepted, benefited from, or affirmatively represented by Defendants as appropriate and desirable. Plaintiff further alleges that Defendants' later characterizations were materially inconsistent with the parties' prior agreements, authorizations, representations, and course of conduct.

86. Plaintiff alleges that Defendants' conduct followed a consistent pattern. Defendants initially authorized, encouraged, and benefited from Plaintiff's participation in the Open Mic, Garden, and Prairie projects; accepted the benefits of Plaintiff's labor and performance; abruptly excluded Plaintiff from further participation; and thereafter recharacterized previously authorized conduct as improper, unwelcome, unauthorized, discriminatory, harassing, stalking, or otherwise misconduct. Plaintiff alleges that this recharacterization formed the basis of statements later submitted during administrative and judicial proceedings and provides a common factual foundation for the claims asserted herein.

87. Plaintiff alleges that many of the statements challenged herein were defamatory and

misleading not merely because they were false, but because they recharacterized conduct that Defendants had previously authorized, encouraged, approved, coordinated, documented, benefited from, or represented to others as appropriate and desirable. Plaintiff alleges that Defendants' own contemporaneous communications, approvals, acknowledgments, and representations materially contradict the later portrayals advanced during the administrative and judicial proceedings.

88. Plaintiff further alleges that the challenged allegations did not arise from independent investigations or contemporaneous complaints regarding unauthorized conduct. Rather, Plaintiff alleges that many of the allegations were generated only after Plaintiff sought administrative relief, and that previously authorized, encouraged, and collaborative conduct was retrospectively recharacterized as evidence of harassment, stalking, discrimination, boundary violations, or other misconduct.

89. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

V. SUMMARY OF CLAIMS

90. Plaintiff asserts claims for promissory estoppel, unjust enrichment, defamation, false light, abuse of process, fraud, conspiracy, declaratory relief, and related causes of action.

Plaintiff's claims arise from:

- (a) Defendants' formation of the Open Mic, Garden, and Prairie Agreements and Plaintiff's reliance and performance thereunder;
- (b) Defendants' subsequent exclusion of Plaintiff from the projects and repudiation of prior agreements, authorizations, approvals, and representations;
- (c) Defendants' retention of benefits derived from Plaintiff's labor, expenditures, planning, and project-development efforts;
- (d) allegedly false, misleading, and defamatory statements submitted during the ICRC

proceedings;

(e) the creation of a false and misleading portrayal of Plaintiff through selective excerpts, chronology reversals, omissions, and recharacterizations;

(f) retaliatory conduct allegedly undertaken after Plaintiff pursued administrative relief through the ICRC;

(g) litigation conduct forming the basis of Plaintiff's abuse-of-process claim;

(h) resulting interference with Plaintiff's educational, professional, contractual, advocacy-related, publishing, and political activities; and

(i) continuing damages arising from the ongoing existence, republication, citation, and reliance upon the challenged allegations.

V. CLAIMS

COUNT I – BREACH OF ORAL AND IMPLIED-IN-FACT CONTRACT (GARDEN AGREEMENT)

91. Plaintiff incorporates by reference all preceding paragraphs.

92. Plaintiff alleges that Defendant Stewart, acting with the knowledge, approval, and authorization of Defendant Nissen and one or more entity Defendants, offered Plaintiff a 50% discount on purchases from Lockwood Café in exchange for Plaintiff's ongoing restoration, management, and coordination of the community garden project described herein. Plaintiff further alleges that the parties understood that project activities would be coordinated through Defendant Nissen and that Plaintiff would communicate with Nissen regarding project-related decisions and approvals.

93. Defendant Nissen orally confirmed the agreement, promising Plaintiff a management and restoration role alongside the Ames High School club SHEPH's President, Emily Poag, throughout the 2022 growing season. Plaintiff further alleges that Nissen granted Plaintiff broad

discretion in managing and coordinating project activities based upon Plaintiff's experience and expertise.

94. Plaintiff alleges that the parties exchanged valuable consideration, including Plaintiff's labor, planning, management services, expenditures, coordination efforts, and project-development activities in exchange for Defendants' promised benefits, authorizations, opportunities, and participation in the project. Plaintiff accepted the offer and thereafter undertook performance in accordance with the parties' agreement. Plaintiff further alleges that Defendant Nissen later confirmed in writing, through two emails, that Plaintiff had a leadership role and was "in charge" alongside SHEPH President Emily Poag throughout the 2022 growing season. See Exhibits C-6 and C-7.

95. In reliance upon those representations, Plaintiff devoted substantial time, labor, planning, expenditures, research, coordination efforts, project-management activities, and property-improvement efforts to the garden project.

96. Plaintiff further alleges that Nissen repeatedly authorized, approved, encouraged, and accepted Plaintiff's project-related expenditures, purchases, deliveries, coordination efforts, and labor (evidenced throughout Exhibit C).

97. Plaintiff further alleges that Defendant Nissen authorized Plaintiff to purchase project materials and have products delivered to 4625 Reliable Street (*see* Exhibit C-22).

98. Plaintiff further alleges that on March 31, 2022, without warning, Defendants Nissen and Stewart subsequently excluded Plaintiff from the property and prevented further performance of the Garden Agreement.

99. Plaintiff further alleges that, had Defendants disclosed that they intended to exclude her

from the property and terminate her participation after months of performance and immediately prior to the 2022 growing season, she would not have accepted such an agreement or devoted substantial labor, time, expenditures, and resources to the project.

100. Plaintiff alleges that she performed approximately six months of labor in furtherance of the Garden Agreement, averaging approximately twenty hours per week, without separately charging for her services because she expected to receive the benefits, opportunities, and consideration promised under the parties' agreement.

101. Plaintiff alleges that she fully performed or substantially performed all obligations required of her under the Garden Agreement prior to Defendants' exclusion of Plaintiff and prevention of further performance.

102. Plaintiff alleges that Defendants materially breached the Garden Agreement by excluding Plaintiff from the property, terminating her participation in the project, preventing further performance, and repudiating obligations, authorizations, approvals, and representations previously made concerning Plaintiff's role in the project.

103. Plaintiff further alleges that Defendants' later characterization of Plaintiff's work as unauthorized, unsolicited, intrusive, or improper was inconsistent with the parties' prior agreement, authorizations, approvals, and course of conduct.

104. Plaintiff alleges that Defendants' breach occurred after Plaintiff had substantially performed under the agreement and after Defendants had accepted, encouraged, benefited from, and retained the fruits of Plaintiff's labor, expenditures, planning, coordination efforts, and project-management activities.

105. As a direct and proximate result of Defendants' breach, Plaintiff suffered damages in

an amount to be determined at trial.

106. See Exhibit C for details regarding the offer, acceptance, authorization, performance, acceptance of benefits, breach, and subsequent repudiation of the Garden Agreement.

COUNT II. BREACH OF ORAL AND IMPLIED-IN-FACT CONTRACT (PRAIRIE AGREEMENT)

107. Plaintiff incorporates by reference all preceding paragraphs.

108. Plaintiff alleges that she developed and submitted a written proposal for installation of a native tallgrass prairie project associated with the property described herein.

109. Plaintiff alleges that Defendant Colville reviewed the Prairie Proposal and expressed approval. Plaintiff thereafter submitted the proposal to Defendant Nissen, who reviewed, approved, and authorized the proposal and authorized Plaintiff to proceed with implementation of the prairie project.

110. Plaintiff alleges that Defendants' approvals, authorizations, encouragement, coordination, and subsequent course of conduct communicated acceptance of the Prairie Proposal and authorized Plaintiff to proceed with development and implementation of the project.

111. Plaintiff alleges that she accepted Defendants' approval and authorization of the Prairie Proposal and thereafter undertook performance in accordance with the parties' agreement.

112. In reliance upon Defendants' approvals, authorizations, and continuing course of conduct, Plaintiff devoted substantial time, labor, planning, research, expenditures, coordination efforts, project-development activities, and implementation efforts to the prairie project.

113. Plaintiff alleges that Defendants accepted, encouraged, benefited from, and retained the fruits of Plaintiff's efforts and performance.

114. Plaintiff alleges that she performed or substantially performed all obligations required of her under the Prairie Agreement until Defendants prevented further performance through the exclusion described herein.

115. Plaintiff alleges that Defendants materially breached the Prairie Agreement by excluding Plaintiff from the property, terminating her participation in the project, preventing further performance, and repudiating prior approvals, authorizations, and representations concerning the prairie project.

116. Plaintiff alleges that Defendants' breach occurred after Plaintiff had substantially performed under the agreement and after Defendants had accepted and benefited from Plaintiff's labor, planning, expenditures, coordination efforts, and project-development activities.

117. Plaintiff further alleges that Defendants' later characterization of Plaintiff's work as unauthorized, unsolicited, intrusive, or improper was inconsistent with the parties' prior agreement, authorizations, approvals, and course of conduct.

118. As a direct and proximate result of Defendants' breach, Plaintiff suffered damages in an amount to be determined at trial.

119. See Exhibit C for documentation of the Prairie Proposal, review and approval by Colville, approval and authorization by Nissen, Plaintiff's performance, Defendants' acceptance of benefits, subsequent exclusion, and Defendants' later repudiation and recharacterization of the Prairie Agreement.

COUNT III. PROMISSORY ESTOPPEL (GARDEN AGREEMENT) – in the alternative

120. Plaintiff incorporates by reference all preceding paragraphs.

121. In the alternative, and only to the extent the Court determines that no enforceable

contract existed, Plaintiff alleges that Defendants made clear promises, representations, approvals, and authorizations concerning Plaintiff's role in the community garden project.

122. Plaintiff alleges that Defendants reasonably expected Plaintiff to rely upon those promises, representations, approvals, and authorizations.

123. Plaintiff alleges that Defendants represented that Plaintiff would manage, coordinate, restore, and lead aspects of the community garden project and represented to Plaintiff and third parties that Plaintiff was authorized to do so throughout the 2022 growing season.

124. Plaintiff further alleges that Defendants repeatedly approved, encouraged, acknowledged, and accepted Plaintiff's project-related labor, expenditures, planning, purchases, volunteer coordination, and management activities.

125. In reasonable reliance upon Defendants' promises, representations, approvals, and authorizations, Plaintiff devoted substantial time, labor, planning, expenditures, research, coordination efforts, project-management activities, and property-improvement efforts to the garden project.

126. Plaintiff alleges that she would not have devoted such labor, time, expenditures, and resources to the project had Defendants disclosed that they intended to exclude her from the property and terminate her participation after months of performance.

127. Plaintiff alleges that Defendants thereafter excluded Plaintiff from the property and repudiated promises, representations, approvals, and authorizations upon which Plaintiff had relied.

128. As a direct and proximate result of Defendants' conduct, Plaintiff suffered damages in an amount to be determined at trial.

129. See Exhibit C.

COUNT IV. PROMISSORY ESTOPPEL (PRAIRIE AGREEMENT) – in the alternative

130. Plaintiff incorporates by reference all preceding paragraphs.

131. In the alternative, and only to the extent the Court determines that no enforceable contract existed, Plaintiff alleges that Defendants made clear promises, representations, approvals, and authorizations concerning the prairie project.

132. Plaintiff alleges that Defendants reasonably expected Plaintiff to rely upon those promises, representations, approvals, and authorizations.

133. Plaintiff alleges that Defendants approved the Prairie Proposal, authorized Plaintiff to proceed with implementation, encouraged participation in the project, and represented through words and conduct that Plaintiff was authorized to undertake the work described therein.

134. Plaintiff reasonably relied upon those promises, representations, approvals, and authorizations by devoting substantial labor, planning, research, expenditures, coordination efforts, and project-development activities to the prairie project.

135. Plaintiff alleges that she would not have devoted such labor, time, expenditures, and resources to the project had Defendants disclosed that they intended to exclude her from the property and terminate her participation after months of performance.

136. Plaintiff alleges that Defendants thereafter excluded Plaintiff from the property and repudiated promises, approvals, authorizations, and representations upon which Plaintiff had relied.

137. Plaintiff alleges that injustice can be avoided only through enforcement of Defendants' promises and the award of appropriate equitable relief.

138. As a direct and proximate result of Defendants' conduct, Plaintiff suffered damages in an amount to be determined at trial.

139. See Exhibit C.

COUNT V. UNJUST ENRICHMENT

140. Plaintiff incorporates by reference all preceding paragraphs.

141. Plaintiff alleges that Defendants Love Club LLC, Reliable Street Inc., Lockwood Café, Lyndsay Nissen, and Sharon Stewart received and retained benefits derived from Plaintiff's labor, planning, research, expenditures, project-development work, coordination efforts, organizational efforts, and property improvements relating to the Garden Agreement, Prairie Agreement, and related projects described herein.

142. Plaintiff alleges that those Defendants accepted, benefited from, and retained such benefits while subsequently excluding Plaintiff from further participation in the projects.

143. Plaintiff further alleges that Defendant Love Club LLC owned the property upon which many of the improvements and project-development activities occurred and retained the benefit of those improvements.

144. Under the circumstances alleged herein, Plaintiff contends that it would be inequitable and unjust for Defendants to retain those benefits without providing compensation or restitution.

145. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered damages in an amount to be determined at trial.

146. Plaintiff alleges that the reasonable value of the benefits retained by Defendants exceeds the value of any compensation or consideration actually provided to Plaintiff.

147. Plaintiff alleges that Defendants knowingly accepted Plaintiff's labor, planning, project-management services, research, expenditures, volunteer coordination, and property improvements.

148. Plaintiff further alleges that Defendants retained the resulting benefits after excluding Plaintiff from the projects and preventing further performance.

149. Plaintiff alleges that Defendants have not compensated Plaintiff for the reasonable value of those benefits.

COUNT VI. DEFAMATION

150. Plaintiff incorporates by reference all preceding paragraphs.

151. Plaintiff alleges that one or more Defendants communicated statements concerning Plaintiff that accused Plaintiff of stalking, harassment, violating personal boundaries, engaging in unwelcome conduct, making racist, culturally insensitive, discriminatory, or anti-LGBT+ comments, improperly soliciting money, performing unauthorized or unsolicited labor, making unauthorized expenditures, acting without authorization, attempting to control projects or organizations, disregarding the input of others, harming staff or community members, or engaging in other improper conduct.

152. Plaintiff alleges that such statements were communicated to third parties, including Defendants Stewart and Nissen and, thereafter, to additional persons and entities involved in the ICRC proceedings.

153. Plaintiff alleges that the statements were false.

154. Plaintiff alleges that Defendants knew the statements were false, acted with reckless disregard for their truth or falsity, or failed to exercise reasonable care in determining their truth or falsity.

155. Plaintiff alleges that many of the statements challenged herein were defamatory not only because they were false, but because they recharacterized conduct that Defendants had

previously authorized, encouraged, approved, coordinated, delegated, documented, acknowledged, or benefited from. Plaintiff further alleges that Defendants' own contemporaneous communications, approvals, representations, and course of conduct materially contradict the later accusations advanced against Plaintiff.

156. Plaintiff further alleges that the challenged statements were materially contradicted by contemporaneous emails, text messages, social-media communications, project records, approvals, authorizations, photographs, witness observations, and other documentary evidence attached as Exhibits A through F.

157. Plaintiff further alleges that certain challenged statements falsely accused Plaintiff of conduct involving harassment, stalking, discrimination, racism, boundary violations, and other misconduct that would naturally tend to injure Plaintiff in her reputation, profession, community standing, advocacy activities, publishing activities, and political activities.

158. Plaintiff alleges that the statements harmed Plaintiff's reputation, contributed to Plaintiff's exclusion from the projects described herein, interfered with Plaintiff's relationships and opportunities, and caused additional damages as described elsewhere in this Petition.

159. As a direct and proximate result of Defendants' conduct, Plaintiff suffered damages in an amount to be determined at trial.

160. Plaintiff alleges that the challenged statements included accusations that Plaintiff engaged in stalking, harassment, boundary violations, racist or discriminatory conduct, anti-LGBTQ+ conduct, unauthorized project activities, improper solicitation of funds, unwanted communications, and other misconduct.

a. Reliable Street Inc., Lockwood Café, and Love Club LLC

161. Plaintiff alleges that Defendants Reliable Street Inc., Lockwood Café, and Love Club LLC, acting through their officers, agents, representatives, employees, and authorized spokespersons, adopted, authorized, ratified, published, transmitted, or republished statements concerning Plaintiff to the Iowa Civil Rights Commission and other third parties.

162. Plaintiff alleges that statements submitted on behalf of these entity Defendants falsely portrayed Plaintiff as engaging in stalking, harassment, boundary violations, racist, discriminatory, or anti-LGBTQ+ conduct, unauthorized activities, improper communications, and other misconduct.

163. Plaintiff further alleges that the entity Defendants adopted and relied upon such statements in defending against Plaintiff's Iowa Civil Rights Commission complaint and in support of their position that Plaintiff's exclusion from the property and projects was justified. See Exhibits A–E.

b. Nissen

164. Plaintiff alleges that Defendant Nissen authored, adopted, repeated, published, or transmitted statements concerning Plaintiff that falsely portrayed Plaintiff as engaging in stalking, harassment, boundary violations, unauthorized conduct, unwanted or intrusive labor, attempts to control projects, disregard for others, and other improper behavior.

165. Plaintiff alleges that Nissen knew and recklessly disregarded the falsity of such statements because Nissen personally approved, encouraged, delegated, coordinated, participated in, documented, and otherwise acknowledged many of the same activities later characterized as unauthorized, intrusive, obsessive, controlling, unwelcome, and improper. Plaintiff further alleges that Nissen repeatedly reframed, recharacterized, and republished previously authorized or

encouraged conduct as evidence of misconduct when presenting information to the ICRC. See Exhibits A–E.

c. Colville (Exhibit D)

166. Plaintiff alleges that Defendant Colville provided statements, communications, or information concerning Plaintiff that were later relied upon, repeated, expanded upon, or republished by other Defendants in communications to the ICRC.

167. Plaintiff alleges that contemporaneous communications between Plaintiff and Colville reflected a friendly and cooperative relationship and are inconsistent with later representations portraying Plaintiff as engaging in stalking, harassment, boundary violations, or other improper conduct. Plaintiff further alleges that communications submitted to the ICRC omitted material context and created a misleading impression of the nature of the parties' interactions.

168. Plaintiff alleges that, to the extent Colville made statements accusing Plaintiff of violating personal boundaries, making her feel unsafe, or engaging in improper conduct, such statements were false, misleading, and presented without material context. Plaintiff denies engaging in stalking, harassment, or similar misconduct toward Colville.

169. Plaintiff further alleges that one or more Defendants subsequently embellished, expanded, recharacterized, or republished allegations attributed to Colville when presenting information to the ICRC.

170. Plaintiff alleges that the altered communication submitted to the ICRC omitted material context, reversed the chronology of events, and was presented in a manner calculated to corroborate allegations of stalking and harassment that were inconsistent with the underlying communications between Plaintiff and Colville. See Exhibit D.

d. Martinez (Exhibits E and A)

171. Plaintiff alleges that Defendant Martinez authored and supplied statements and supporting materials that were transmitted to the ICRC and that portrayed Plaintiff as racist, anti-LGBTQ+, discriminatory, or otherwise improper. Plaintiff alleges that these statements and materials were false, materially misleading, selectively excerpted, and presented out of context. See Exhibit E.

e. Stewart

172. Plaintiff alleges that Defendant Stewart authored, adopted, repeated, published, transmitted, or republished statements concerning Plaintiff portraying Plaintiff as engaging in harassment, stalking, boundary violations, racist or anti-LGBT+ conduct, slander, unwanted communications, and other improper behavior. Plaintiff alleges that such statements were false, materially misleading, or presented without material context. See Exhibits A, D, and E.

173. Plaintiff further alleges that Stewart relayed and republished allegations attributed to Defendants Colville and Martinez in communications submitted to the Iowa Civil Rights Commission and relied upon those allegations in support of Defendants' position before the Commission. See Exhibits D and E.

174. Plaintiff alleges that Stewart transmitted, compiled, edited, organized, or submitted supporting documents and communications concerning Plaintiff to the Iowa Civil Rights Commission. Plaintiff further alleges that certain documents submitted to the Commission were selectively excerpted, arranged, altered, or presented in a misleading manner that materially changed the apparent meaning of the underlying communications. Plaintiff is presently unable to determine the extent to which Stewart personally modified such materials, if at all, or whether

certain materials had already been modified before being provided to Stewart. See Exhibits D and E.

175. Plaintiff further alleges that Stewart knew or recklessly disregarded the falsity or misleading nature of one or more statements submitted to the Iowa Civil Rights Commission because Stewart personally participated in many of the events and projects at issue, received contemporaneous communications concerning those events, and possessed information materially inconsistent with the allegations later advanced against Plaintiff. See Exhibits A–E.

f. Esker (Exhibit F)

176. Plaintiff alleges that Defendant Esker authored a written statement concerning Plaintiff that was later transmitted to the ICRC in support of one or more Defendants. In that statement, Esker purported to describe firsthand observations of Plaintiff engaging in harassment, racist conduct, improper solicitation of funds, disruptive behavior, and other misconduct. Plaintiff alleges that such statements were false, materially misleading, and made with reckless disregard for their falsity. Plaintiff further alleges that these accusations constitute defamation per se because they falsely impute conduct that would tend to expose Plaintiff to hatred, contempt, ridicule, or reputational injury within the community. See Exhibit F.

177. Plaintiff further alleges that Esker's statement was inconsistent with contemporaneous communications between Plaintiff and Esker, including communications occurring shortly before and shortly after Plaintiff's exclusion from the property, during which Esker expressed no concern regarding the alleged conduct and stated that Esker was "not really involved" in the matters at issue. Plaintiff alleges that these contemporaneous communications contradict and undermine the credibility of Esker's later statements to the ICRC. See Exhibit F.

COUNT VII. FALSE LIGHT INVASION OF PRIVACY

178. Plaintiff incorporates by reference all preceding paragraphs.

179. Plaintiff alleges that Defendants publicized, transmitted, submitted, adopted, republished, relied upon, or otherwise caused to be communicated statements, documents, screenshots, excerpts, summaries, and supporting materials concerning Plaintiff.

180. Plaintiff alleges that those materials, when viewed individually and collectively, portrayed Plaintiff as engaging in stalking, harassment, discrimination, racism, boundary violations, unauthorized conduct, obsessive behavior, controlling behavior, invasive conduct, predatory conduct, and other serious misconduct.

181. Plaintiff further alleges that the challenged materials did not merely contain isolated false statements, but collectively created a false and highly misleading portrayal of Plaintiff through selective excerpts, chronology reversals, omission of material context, altered presentations, and the recharacterization of previously authorized conduct as evidence of wrongdoing.

182. Plaintiff alleges that the challenged portrayal was more damaging than any individual statement because the various accusations were assembled and presented in a manner that appeared mutually corroborative, thereby creating a false overall impression that Plaintiff engaged in a continuing pattern of harassment, stalking, discrimination, boundary violations, and other misconduct.

183. Plaintiff further alleges that this portrayal was materially false and misleading because it was created through selective excerpts, omission of material context, chronology reversals, altered presentations, misleading characterizations, recharacterization of previously authorized

conduct, and other practices described throughout this Petition.

184. Plaintiff alleges that the resulting portrayal would be highly offensive to a reasonable person because it falsely depicted Plaintiff as engaging in serious misconduct affecting her personal reputation, community standing, professional activities, advocacy activities, publishing activities, educational pursuits, and political activities.

185. Plaintiff further alleges that Defendants knew of the falsity of the resulting portrayal or acted with reckless disregard as to whether the resulting portrayal was false or misleading.

186. Plaintiff further alleges that the false portrayal described herein was created not merely through isolated statements, but through the cumulative presentation of allegations, excerpts, chronology summaries, screenshots, witness statements, and supporting materials that appeared to corroborate one another while omitting material context and contrary evidence.

187. As a direct and proximate result of Defendants' conduct, Plaintiff suffered reputational injury, emotional distress, humiliation, embarrassment, loss of standing in the community, interference with opportunities, and other damages.

COUNT VIII. DISCRIMINATION (EQUALITY CLAUSE OF IOWA CONSTITUTION)

188. Plaintiff is a transgender woman and a member of a protected class.

189. Plaintiff alleges that Defendants took adverse action against her by excluding her from the property, terminating her participation in the Garden Agreement and Prairie Agreement, and denying her further access to activities for which she had previously been authorized.

190. Plaintiff alleges that Defendants acted upon complaints and allegations concerning Plaintiff without conducting a meaningful investigation, without informing Plaintiff of the specific conduct alleged, and without providing Plaintiff a meaningful opportunity to respond before

adverse action was imposed.

191. Plaintiff alleges that the surrounding circumstances, including the nature of the allegations, Defendants' failure to identify complainants or disclose the factual basis of the accusations, the absence of procedural safeguards, the lack of a meaningful opportunity to respond, the abrupt change in Defendants' treatment of Plaintiff, and Defendants' subsequent conduct support an inference that Plaintiff's transgender status was a motivating factor in the actions taken against her.

192. As a direct and proximate result of Defendants' conduct, Plaintiff suffered economic, reputational, emotional, and other damages.

COUNT IX. RETALIATION IN VIOLATION OF THE IOWA CIVIL RIGHTS ACT

193. Plaintiff incorporates all preceding paragraphs as though fully set forth herein. Plaintiff engaged in protected activity by filing a complaint with the Iowa Civil Rights Commission alleging discrimination.

194. Following the filing of Plaintiff's complaint, Defendants submitted statements, documents, and supporting materials to the Iowa Civil Rights Commission concerning Plaintiff. Plaintiff alleges that one or more Defendants knowingly submitted, adopted, repeated, or relied upon statements and materials that materially mischaracterized Plaintiff's conduct, denied or recharacterized prior authorizations and agreements, omitted material contextual information, selectively excerpted communications, or otherwise created a false or misleading portrayal of Plaintiff.

195. Plaintiff further alleges that such conduct was undertaken because Plaintiff exercised rights protected by the Iowa Civil Rights Act and for the purpose of defeating Plaintiff's

discrimination complaint, discouraging further pursuit of her claims, and justifying Defendants' prior actions.

196. Plaintiff alleges that Defendants' retaliatory submissions were reviewed, relied upon, summarized, incorporated into, and republished through the ICRC's screening determination and administrative closure process, and that those submissions formed part of the basis for the administrative closure of Plaintiff's complaint, causing the damages alleged herein.

197. Plaintiff further alleges that the resulting administrative record continues to create ongoing harm because the challenged allegations remain embedded in government records and concern matters affecting Plaintiff's public reputation, advocacy activities, professional opportunities, and civic participation.

198. As a direct and proximate result of Defendants' retaliatory conduct, Plaintiff has suffered damages in an amount to be determined at trial.

COUNT X. CONSPIRACY

199. Plaintiff alleges that one or more Defendants possessed, reviewed, transmitted, relied upon, adopted, or otherwise utilized a modified presentation of communications between Plaintiff and Defendant Colville that materially altered the apparent chronology and context of the underlying exchange. Plaintiff further alleges that multiple Defendants thereafter submitted statements, characterizations, allegations, or supporting materials that were consistent with, reinforced, relied upon, or were corroborated by that modified presentation.

200. Plaintiff alleges that the resulting submissions did not arise independently. Rather, the allegations advanced by various Defendants were presented in a mutually reinforcing manner that relied upon a common narrative concerning Plaintiff's alleged conduct toward Colville. Plaintiff

further alleges that the consistency of these submissions, together with Defendants' knowledge of the underlying communications and surrounding circumstances, supports an inference that Defendants acted in concert to advance, validate, and institutionalize that narrative before the Iowa Civil Rights Commission.

201. Plaintiff alleges that two or more Defendants agreed, expressly or tacitly, to advance a common narrative portraying Plaintiff as engaging in stalking, harassment, discrimination, boundary violations, and other misconduct.

202. Plaintiff alleges that Defendants furthered this objective through the preparation, transmission, adoption, repetition, and reliance upon statements, witness submissions, chronology presentations, screenshots, and other supporting materials submitted during the ICRC proceedings.

203. Plaintiff alleges that Defendants knowingly acted in concert to create, compile, transmit, adopt, reinforce, and rely upon a common narrative portraying Plaintiff as engaging in harassment, stalking, discrimination, boundary violations, unauthorized conduct, or other misconduct. Plaintiff further alleges that Defendants shared information, witness statements, screenshots, chronology presentations, supporting materials, and related submissions and acted with a common purpose of justifying Plaintiff's exclusion, defeating Plaintiff's administrative complaint, avoiding responsibility for the agreements and representations described herein, and defending against the claims asserted in this action.

204. As a result, Plaintiff suffered damages.

COUNT XI. DECLARATORY JUDGMENT

205. Plaintiff incorporates all preceding paragraphs.

206. An actual and justiciable controversy exists between the parties concerning:

- (a) whether the Open Mic, Garden, and Prairie Agreements existed;
- (b) whether Plaintiff was authorized to perform the activities described herein;
- (c) whether certain statements concerning Plaintiff were false, misleading, incomplete, or materially out of context;
- (d) whether Defendants' later characterizations of Plaintiff's conduct are materially inconsistent with contemporaneous communications, approvals, authorizations, representations, and course of conduct;
- (e) whether Plaintiff's activities described herein were authorized, approved, encouraged, delegated, coordinated, accepted, or benefited from by Defendants; and
- (f) whether conduct later characterized as stalking, harassment, boundary violations, unauthorized conduct, discrimination, or other misconduct consisted in whole or in part of activities previously authorized, encouraged, approved, coordinated, delegated, accepted, or benefited from by Defendants.

207. Plaintiff alleges that the foregoing controversy is real, substantial, presently existing, and continuing because the challenged statements and materials remain incorporated within administrative and judicial records and continue to affect the parties' rights, obligations, reputations, and legal interests. Plaintiff further alleges that an actual and continuing controversy exists concerning the truth or falsity of the challenged statements because those statements continue to affect Plaintiff's reputation, professional activities, advocacy efforts, publishing activities, and political candidacy. Plaintiff further alleges that the continuing existence of unadjudicated allegations within administrative and judicial records creates a present and ongoing controversy because such allegations remain capable of influencing public perception of Plaintiff's fitness for professional, civic, advocacy-related, publishing, and political activities.

208. A declaration concerning the parties' respective rights, obligations, agreements, authorizations, and conduct will resolve uncertainty and assist in determining the legal relations between the parties.

209. Plaintiff further alleges that determination of the accuracy, completeness, chronology, authorship, revision history, metadata, and method of preparation of the challenged materials is necessary to adjudication of Plaintiff's requests for declaratory and equitable relief because those materials continue to form part of administrative and judicial records affecting Plaintiff's reputation, educational activities, professional opportunities, advocacy efforts, publishing activities, political activities, and other interests.

210. Plaintiff further alleges that evidence concerning the preparation, revision, chronology, metadata, authorship, transmission, and presentation of the challenged materials is relevant to the credibility, knowledge, intent, participation, and responsibility of those individuals who prepared, transmitted, adopted, relied upon, or incorporated such materials in support of allegations against Plaintiff.

211. Plaintiff therefore requests a declaration concerning the parties' respective rights, obligations, agreements, authorizations, and conduct as alleged herein, together with such further declaratory and equitable relief as the Court deems just and proper.

COUNT XII. ABUSE OF PROCESS

212. Plaintiff incorporates by reference all preceding paragraphs and Exhibit G as though fully set forth herein.

213. Plaintiff alleges that Defendants utilized judicial processes and procedural mechanisms including venue-transfer proceedings, service-related challenges, attorney-fee and cost-shifting requests, dismissal motions, pleading challenges, amendment-related proceedings, discovery objections, summary-judgment proceedings, and related filings.

214. Plaintiff alleges that these procedures were repeatedly employed for purposes beyond

their intended function of securing adjudication of the parties' underlying factual disputes.

215. Plaintiff alleges that Defendants' use of such procedures was undertaken, in whole or in part, to increase litigation costs, multiply proceedings, impose procedural burdens, impede factual development, discourage Plaintiff from pursuing her claims, obtain fees and expenses to which Defendants were not entitled, and continue, reinforce, republish, or lend credibility to disputed allegations concerning Plaintiff's conduct.

A. Venue Transfer Proceedings and Cost-Shifting Requests

216. Plaintiff commenced this action in Polk County and alleged that venue was proper because the injuries underlying the action arose from statements, materials, submissions, proceedings, and resulting administrative actions associated with the Iowa Civil Rights Commission in Polk County.

217. Defendants nevertheless sought transfer of venue and represented to the Court that "No exception contained in Iowa Code § 616 is applicable" and that Polk County was not a proper venue.

218. Plaintiff alleges that Defendants had notice of Plaintiff's asserted statutory and factual basis for venue, including Plaintiff's reliance upon Iowa Code § 616.18 and Plaintiff's contention that substantial injury occurred in Polk County.

219. Plaintiff further alleges that Defendants continued to pursue venue transfer, transfer-related costs, attorney fees, and related expenses after receiving notice of Plaintiff's position concerning venue.

220. Plaintiff further alleges that Defendants continued to maintain that no exception contained in Iowa Code chapter 616 applied despite Plaintiff's express reliance upon Iowa Code §

616.18 and Plaintiff's contention that the injuries underlying the action arose through proceedings and publications occurring in Polk County.

221. Plaintiff alleges that Defendants used the venue-transfer process not solely to determine the proper forum, but also to obtain fee-shifting, increase litigation expense, impose additional burdens upon Plaintiff, and create leverage unrelated to resolution of the parties' underlying factual disputes.

B. Service Challenges and Simultaneous Merits Litigation

222. Plaintiff alleges that Defendants challenged service of process while simultaneously pursuing dismissal, venue transfer, attorney-fee requests, pleading challenges, and other substantive relief. Plaintiff further alleges that Defendants had actual notice of the action and later accepted service after transfer of the case and assessment of transfer-related costs against Plaintiff.

223. Plaintiff alleges that the simultaneous pursuit of service objections and substantive merits relief increased the complexity, cost, and burden of the litigation and was inconsistent with the stated purpose of the service-related challenges.

C. Repeated Reliance Upon Disputed Allegations

224. Plaintiff alleges that Defendants repeatedly relied upon allegations portraying Plaintiff as a stalker, harasser, boundary violator, discriminatory actor, abusive litigant, or otherwise improper actor in support of requests for venue transfer, dismissal, fee-shifting, pleading restrictions, limitations on amendment, opposition to continuances, opposition to evidentiary development, opposition to discovery, summary judgment, and other procedural relief. Plaintiff further alleges that those allegations were repeatedly invoked as justification for procedural relief unrelated to determination of their truth or falsity.

225. Plaintiff disputes those allegations and alleges that Defendants repeatedly invoked them for purposes beyond adjudication of the parties' underlying factual disputes.

D. Opposition to Factual Development While Asserting Lack of Evidence

226. Plaintiff alleges that Defendants repeatedly asserted that Plaintiff lacked evidentiary support for her claims while simultaneously opposing amendment, evidentiary development, production of drafts, metadata, revision histories, internal communications, and related discovery that Plaintiff contended was necessary to determine the truth or falsity of the disputed allegations.

227. Plaintiff further alleges that Defendants sought dismissal and summary judgment while resisting discovery directed toward evidence uniquely within Defendants' possession, custody, or control.

228. Plaintiff alleges that this conduct impeded factual development of the record while simultaneously relying upon the absence of a fully developed record as a basis for procedural and dispositive relief.

E. Opposition to Continuances and Academic Obligations

229. Plaintiff alleges that, on February 29, 2024, Defendants filed multiple motions, including a Motion to Quash Due to Insufficient Service, a Motion to Transfer Venue, a Motion to Dismiss, and additional procedural motions requiring responses from Plaintiff.

230. Plaintiff alleges that Defendants had notice that Plaintiff was participating in DMACC's London Study Abroad program and had academic obligations that substantially limited Plaintiff's ability to respond to multiple simultaneous filings while abroad. Plaintiff further alleges that Defendants nevertheless continued filing motions, opposing continuances and extensions of time, and advancing allegations concerning Plaintiff's conduct that Plaintiff believed required

response in order to avoid waiver, adverse rulings, or acceptance of those allegations as undisputed.

231. Plaintiff alleges that the cumulative effect of these filings, responses, procedural disputes, and repeated allegations required Plaintiff to devote substantial time and effort to litigation matters during periods otherwise dedicated to coursework, academic projects, study-abroad obligations, and related educational activities.

232. Plaintiff alleges that Defendants repeatedly advanced allegations concerning Plaintiff's conduct in motions, resistances, replies, and related filings that Plaintiff believed required response in order to avoid waiver, adverse rulings, or acceptance of those allegations as undisputed. Plaintiff further alleges that Defendants had notice of Plaintiff's participation in DMACC's London Study Abroad program, Plaintiff's Honors-project obligations, and Plaintiff's requests for additional time based upon those commitments. See D0001 at pp. 25-26 and 30.¹ Plaintiff alleges that responding to such allegations repeatedly required diversion of substantial time and effort from academic, professional, advocacy-related, campaign, and other activities.

233. Plaintiff further alleges that Defendants later characterized Plaintiff as engaging in delay, obstruction, or dilatory conduct despite Defendants' knowledge of Plaintiff's academic obligations, study-abroad commitments, evidentiary preparation, and the circumstances giving rise to Plaintiff's requests for additional time.

234. Plaintiff alleges that Defendants repeatedly received notice that Plaintiff was enrolled in college coursework, participating in study-abroad programs, completing honors-project

¹ See D0001 at p. 25 (Plaintiff stating that professors granted extensions to permit filing of court documents and that Plaintiff needed to return to homework and a DMACC Honors discipline project); D0001 at p. 30 (Plaintiff stating that Defendants knew Plaintiff was studying abroad and focusing on schoolwork and a DMACC Honors discipline project); and D0001 at p. 25 (quoting Defendants' statements that "Plaintiff has demonstrated an ability to ably file documents from London" and that Plaintiff was "not entitled to a carte blanche extension of court deadlines because she now finds the lawsuit that she filed to be inconvenient.").

obligations, carrying full academic course loads, and pursuing other educational commitments. Plaintiff further alleges that Defendants repeatedly opposed extensions requested on that basis, characterized such requests as evidence of delay or obstruction, and continued advancing allegations that Plaintiff believed required response in order to avoid waiver, adverse rulings, or acceptance of those allegations as undisputed. Plaintiff alleges that these actions repeatedly diverted substantial time and effort away from academic, professional, advocacy-related, publishing, campaign, and other activities.

235. Plaintiff further alleges that she has devoted substantial time and labor over multiple years to investigating the underlying events, obtaining records, reviewing administrative files, analyzing documentary evidence, comparing communications, preparing administrative filings, preparing pleadings, conducting legal research, responding to motions, preparing exhibits, participating in hearings, and otherwise investigating, prosecuting, defending, and responding to matters arising from Defendants' conduct. Plaintiff alleges that this diversion of time and labor substantially interfered with educational, professional, publishing, advocacy-related, campaign, and income-producing activities.

236. Plaintiff further alleges that the challenged conduct was unusually difficult to investigate and prove because the relevant events were distributed across multiple participants, multiple submissions, administrative proceedings, judicial proceedings, chronology presentations, screenshots, witness statements, and documentary records. Plaintiff alleges that substantial effort was required to identify, reconstruct, compare, and demonstrate the alleged falsifications, chronology reversals, omissions, recharacterizations, and inconsistencies described throughout this Petition.

237. Plaintiff further alleges that the extraordinary efforts required to investigate, document, analyze, reconstruct, and repeatedly respond to the challenged allegations, together with the continuing existence and republication of those allegations through administrative and judicial proceedings, caused severe and continuing emotional distress, mental anguish, frustration, exhaustion, anxiety, distraction from educational and professional pursuits, and substantial emotional burden.

238. Plaintiff alleges that the foregoing conduct did not occur as isolated events. Rather, Plaintiff alleges that Defendants repeatedly employed procedural devices including service challenges, venue-transfer proceedings, fee requests, motions to dismiss, motions opposing amendment, motions opposing continuances, discovery objections, summary-judgment proceedings, and related filings in a cumulative manner that increased litigation burden while repeatedly incorporating or relying upon disputed allegations concerning Plaintiff's conduct.

F. Interference with Campaign and Ballot-Access Activities

239. Plaintiff alleges that throughout 2025 and 2026 she was actively engaged in petition circulation and campaign activities associated with her candidacy for Governor of Iowa.

240. Plaintiff alleges that Defendants knew or reasonably should have known of Plaintiff's campaign activities and political work, including Plaintiff's operation of Wild Willpower PAC and publicly announced gubernatorial campaign.

241. Plaintiff alleges that the cumulative effect of the venue proceedings, service challenges, fee requests, pleading disputes, discovery disputes, summary-judgment proceedings, hearings, and related litigation activities substantially reduced the time available for petition circulation during

the statutory ballot-access period.

242. Plaintiff alleges that multiple filing deadlines, briefing obligations, discovery obligations, and hearings occurred during the active signature-gathering period, including proceedings immediately preceding the June 2, 2026 ballot-access deadline.

243. Plaintiff alleges that she was required to prepare for and attend the May 26, 2026 hearing during the final weeks of the ballot-access period, at a time when petition circulation efforts remained ongoing and signatures necessary for ballot access had not yet been obtained. Plaintiff further alleges that preparation for the hearing required substantial time and attention that otherwise would have been devoted to petition circulation, voter outreach, and related campaign activities.

244. Plaintiff alleges that litigation activity occurring during the 2026 ballot-access period substantially reduced the time available for petition circulation and campaign activities, including multiple filing deadlines, briefing obligations, discovery disputes, hearing preparation, and hearings occurring during active signature gathering. Plaintiff further alleges that these burdens contributed to Plaintiff's inability to complete signature gathering prior to the statutory deadline and impaired the value of campaign expenditures, volunteer efforts, voter outreach activities, and related campaign preparations. Plaintiff further alleges that the hearing concerned Defendants' motion for summary judgment and Plaintiff's efforts to obtain discovery necessary to oppose dispositive relief, requiring significant preparation immediately before the ballot-access deadline.

245. Plaintiff alleges that these litigation burdens interfered with Plaintiff's ability to gather signatures, communicate with voters, participate in campaign activities, and pursue ballot access.

246. Plaintiff further alleges that she incurred substantial expenditures for campaign

materials, voter outreach, travel, petition-circulation activities, and election-related preparations in reliance upon anticipated participation in the 2026 gubernatorial election and that the litigation burdens described herein materially impaired the value and effectiveness of those expenditures and efforts.

G. Pattern of Conduct, Improper Purpose, and Resulting Harm

247. Plaintiff alleges that the foregoing conduct did not occur as isolated events. Rather, Plaintiff alleges that Defendants repeatedly employed procedural devices including service challenges, venue-transfer proceedings, fee requests, motions to dismiss, motions opposing amendment, motions opposing continuances, discovery objections, summary-judgment proceedings, and related filings in a cumulative manner that increased litigation burden while repeatedly incorporating or relying upon disputed allegations concerning Plaintiff's conduct.

248. Plaintiff alleges that Defendants committed willful acts in the use of judicial process that were not proper in the regular conduct of proceedings and that such acts were undertaken for collateral purposes unrelated to adjudication of the parties' underlying factual disputes.

249. As a direct and proximate result of Defendants' conduct, Plaintiff alleges that she incurred additional litigation expenses, attorney-fee and cost assessments, substantial time expenditures responding to procedural filings, disruption of educational activities and academic projects, interference with advocacy and political activities, emotional distress, reputational injury, and other damages in an amount to be determined at trial.

250. Plaintiff therefore seeks all relief available under Iowa law for abuse of process.

VI. DAMAGES

251. Plaintiff incorporates by reference all preceding paragraphs.

252. As a direct and proximate result of Defendants' conduct, Plaintiff alleges that she suffered damages including, but not limited to:

- (a) The value of labor, planning, research, expenditures, coordination efforts, project-development activities, and property improvements performed in reliance upon Defendants' representations, authorizations, approvals, and agreements;
- (b) Damage to Plaintiff's reputation arising from statements and materials portraying Plaintiff as engaging in stalking, harassment, discriminatory conduct, boundary violations, or other improper behavior;
- (c) Emotional distress, humiliation, anxiety, frustration, loss of enjoyment of life, mental anguish, and other non-economic harms;
- (d) Interference with Plaintiff's relationships, community standing, advocacy activities, public-facing work, professional opportunities, publishing activities, political activities, and civic participation;
- (e) Damages associated with the administrative closure of Plaintiff's Iowa Civil Rights Commission complaint;
- (f) Continuing damages arising from statements and materials contained within government and administrative records that Plaintiff alleges are false, misleading, incomplete, materially out of context, or otherwise defamatory;
- (g) Loss of the opportunity to obtain investigation, conciliation, administrative remedies, statutory relief, and other protections available through the Iowa Civil Rights Commission process;
- (h) Educational damages, including disruption of academic progress, withdrawal from coursework, acceptance of incomplete grades, interference with honors-program obligations, interference with academic projects, and related educational losses;
- (i) Campaign-related damages, including interference with campaign activities, ballot-access efforts, voter outreach, signature gathering, public engagement, campaign planning, political advocacy, and related election activities;
- (j) Litigation expenses, costs, fee assessments, and other financial losses; and
- (k) Such additional damages as may be proven at trial.

253. Plaintiff alleges that Defendants' conduct and the resulting administrative and judicial

proceedings required substantial and continuing expenditures of time, attention, and emotional resources that would otherwise have been devoted to academic, professional, advocacy-related, publishing, civic, and political activities.

254. Plaintiff alleges that ICRC proceedings, related deadlines, and efforts to investigate and respond to allegations contained within the administrative record interfered with completion of Plaintiff's Fall 2023 DMACC Honors Program project and contributed to the resulting breach of Plaintiff's Honors Program obligations.

255. Plaintiff further alleges that litigation-related deadlines, briefing obligations, hearings, discovery disputes, and evidentiary-preparation requirements interfered with completion of Plaintiff's Spring 2024 DMACC Honors Program project and other academic obligations.

256. Plaintiff alleges that Defendants' conduct contributed to withdrawal from academic coursework, delays in academic progress, increased educational burdens, and interference with educational opportunities.

257. Plaintiff further alleges that many proceedings described herein occurred during the period in which Plaintiff was attempting to qualify for placement on the 2026 gubernatorial ballot. Plaintiff alleges that hearing preparation, briefing obligations, discovery disputes, amendment proceedings, and related litigation activity substantially reduced the time available for petition circulation, voter outreach, campaign planning, and other campaign-related activities.

258. Plaintiff alleges that litigation activity occurring during the 2026 ballot-access period substantially reduced the time available for petition circulation and campaign activities, thereby impairing campaign efforts and reducing the value of campaign expenditures, volunteer efforts, voter outreach activities, and related campaign preparations.

259. Plaintiff alleges that Defendants' false, misleading, incomplete, and retaliatory submissions to the Iowa Civil Rights Commission interfered with the Commission's ability to fairly evaluate Plaintiff's complaint. As a result, Plaintiff was deprived of the opportunity to obtain the investigative, conciliatory, and remedial protections afforded by Iowa Code Chapter 216, including but not limited to a full investigation, a probable-cause determination, conciliation efforts, administrative remedies, restoration of access to programs and activities from which Plaintiff had been excluded, actual damages, and other relief authorized by law. Plaintiff alleges that the loss of these statutory remedies constitutes an independent injury in addition to the reputational, educational, professional, advocacy-related, political, and emotional harms alleged elsewhere in this Petition.

260. Plaintiff alleges that many of the foregoing damages are continuing in nature because the challenged statements remain incorporated within administrative and judicial records and remain capable of future citation, reliance, repetition, republication, and dissemination.

261. Plaintiff alleges that Defendants' conduct caused substantial emotional distress, anxiety, humiliation, frustration, loss of educational opportunities, disruption of academic progress, interference with advocacy and political activities, and other economic and non-economic damages continuing through the present.

VII. JURY DEMAND

Plaintiff demands trial by jury on all issues so triable.

VIII. REQUEST FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in her favor and against Defendants and grant the following relief:

- A. Compensatory damages in an amount to be determined at trial;
- B. General damages for reputational injury, humiliation, emotional distress, mental anguish, loss of standing in the community, and related harms;
- C. Restitution, equitable relief, and recovery of the value of labor, expenditures, services, and benefits conferred upon Defendants;
- D. Declaratory relief determining the truth or falsity of the challenged allegations and declarations concerning the parties' respective rights, obligations, agreements, and conduct as alleged herein;
- E. Appropriate equitable relief concerning administrative and judicial records containing statements or materials adjudicated to be false, misleading, materially incomplete, or otherwise improper;
- F. Prejudgment and post-judgment interest as permitted by law;
- G. Costs of suit and such other relief as may be authorized by law;
- H. Such further legal, equitable, and declaratory relief as the Court deems just and proper.

Respectfully submitted,
Sondra Wilson

Dated: 6/15/2026

/s/ Sondra Wilson
Ms. Alexandra "Sondra" Wilson
PO Box 1953
Ames, IA 50014
Phone: (515) 357-9725
Email:
Sondra.Wilson777@gmail.com

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Copy to:
PAUL J. ESKER (#AT0007443)
of
BRADLEY & RILEY PC
2007 First Avenue SE
P.O. Box 2804
Cedar Rapids, IA 52406-2804

pesker@bradleyriley.com

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 6/15/2026. I declare under penalty of perjury that the foregoing is true and correct.

/s/ Sondra Wilson