

IN THE IOWA DISTRICT COURT IN AND FOR STORY COUNTY

ALEXANDRA “SONDRA” WILSON,	)	
<i>Plaintiff,</i>	)	CASE NO. LACV053674
	)	
v.	)	
	)	
RELIABLE STREET INC, LOCKWOOD	)	
CAFE, LOVE CLUB LLC, LYNDSEY	)	
NISSEN, SHARON STEWART, WILLA	)	
COLVILLE, DENISE MARTINEZ, and	)	
CHARLIE ESKER	)	
<i>Defendants</i>	)	
	)	

Exhibit C — Garden and Prairie Agreements: communications between Plaintiff, Defendants (excluding Martinez and Esker), related parties, SHEPH, volunteers, and ICRC (Sept. 2021 – Mar. 2022)

This exhibit contains communications and related documentation concerning the Garden and Prairie Agreements, which governed Plaintiff’s landscaping, restoration, and maintenance activities at the property. These records involve multiple Defendants (excluding Martinez and Esker), volunteers, related parties including Austin Stewart (co-owner of Lockwood Café), and SHEPH and ICRC representatives.

The evidence demonstrates that throughout the duration of the agreements:

- Broad awareness of and participation in the agreements by multiple parties;
- Plaintiff’s active coordination and fulfillment of site improvement responsibilities;
- Defendants’ and related parties’ acknowledgment of Plaintiff’s managerial and organizing role; and
- Communications were consistently friendly, cooperative, and supportive in tone. At no point did Defendants or related parties issue reprimands, objections, or expressions of concern regarding Plaintiff’s actions or authority in the Garden and Prairie projects. On the contrary, multiple volunteers and Defendants expressed appreciation, trust, and acknowledgment of Plaintiff’s role and contributions.

Interactions between Plaintiff and Defendant Martinez are presented separately in Exhibit E. Defendant Esker was not involved in the Garden or Prairie projects; documentation related to Esker is contained in Exhibit F.

These communications are directly relevant to Plaintiff’s claims of promissory estoppel, unjust enrichment, fraud, and related causes of action, evidencing clear representations by Defendants and related parties, Plaintiff’s reasonable reliance on those representations, and her performance in furtherance of the agreed-upon work.

Full, unredacted communications are preserved in the record; only key excerpts relevant to this issue are reproduced below for the Court’s convenience.

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Section 1 (Exhibit C1): Nissen’s statement to ICRC denying existence of Garden and Prairie Agreements and alleging Plaintiff was pushy, her labor was unwanted, and that she didn’t coordinate with others (on or around May–July 2022)

Exhibit C-1 — Nissen’s statement to the ICRC (on or around May 1–July 30, 2022) denying the existence of the Garden and Prairie Agreements and alleging Plaintiff performed unauthorized labor; stating Plaintiff “continued to push for more control” and was “obsessive,” while implying Plaintiff was invasive and incompetent.

Nissen’s statement to the ICRC (on or around May 1 – July 30, 2022) denying the existence of the Garden and Prairie Agreements and alleging Plaintiff performed unauthorized labor; stating that Plaintiff “continued to push for more control” and was “obsessive,” while implying she was invasive and incompetent.

In her statement, Defendant Nissen relied on and directed the ICRC toward a set of supporting documents purporting to corroborate her allegations. **As shown in Exhibit C-23, these documents were materially deceptive and misrepresented the nature of Plaintiff’s role, authority, and communications.** This mischaracterization laid a critical foundation for escalating allegations — progressing from claims of overinvolvement and “control” in connection with the Open Mic (Exhibit B) and Garden and Prairie projects (Exhibit C), to far more serious allegations of stalking and harassment (Exhibit D).

The following key excerpts are taken from Nissen’s full ICRC statement (Exhibit A-5) and are organized to reflect this escalation.

¶ 1:

Sondra soon became almost a daily presence. Since Lockwood Cafe is a tenant of the space, she had 8am-3pm access to the indoor space and 24 hour access to the outdoor space. Her residence is three blocks away, so she was around constantly. She began to find more unsolicited projects and responsibilities as time went on.

¶ 2:

Her initial interest was in our community garden on the property. Reliable Street INC is the non-profit organization that is a tenant of The Love Club LLC. The mission is to provide community improvement through the arts. So the garden has been one of the many projects led by different volunteers to fulfill the mission. We have several volunteers, including an Ames High School club called SHEPH (Students Helping End Poverty and Hunger) who have taken on the garden in the past two years. Sondra continuously would corner me if she saw me at Lockwood, in the gallery, or in the yard to talk about her ideas for the garden. She would always talk about how she's never had access to land and how this opportunity would make her life so fulfilled. I wanted to give her that opportunity but had to explain over and over that these other people had a plan and she would need to work it out with them.

¶ 3:

Pretty soon she came up with the idea of a prairie she has always wanted to do. She drew up a proposal that was not discussed with any of the other parties involved. It had prairie in places that were meant to be garden space. I told her again, she needed to talk to everyone. She began clearing the space of the weeds that had grown last year and prepping the area with no one asking her to. This prairie was her dream and she was obsessive about it. Finally it got to the point where I was so tired of having the same conversation with her, I just said fine, she could do her prairie.

¶ 4:

Once Sondra had permission for her prairie, she continued to push for more control over the entire garden project. I did my best to try to make her understand she needed to listen to all the involved parties. Unfortunately she bulldozed those people with her ideas instead. She did not listen to others. She over communicated, flooding people with emails and links in a Discord forum, texting more than several messages before people responded, sending messages in the middle of the night. The other volunteers started expressing their concerns then.

¶ 5:

So in conclusion, Sondra was never an employee of Reliable Street INC. We have zero employees. She was a volunteer for the non-profit garden and given free access to my land to do her dream project. In the definition of an employee the employer controls how and what the employee will do. She was controlling the entire situation. We never asked for a prairie. Everything Sondra did was on her own accord. We've never hired anyone to work on the landscape. Everything we do is community, is volunteer work and is donated for the yard and garden. You will see in the supporting documents that she understood. She wound up with the prairie seed. It was never planted.

Key Excerpts — Nissen’s ICRC Statement (May–July 2022)

¶ 1: Nissen characterized Plaintiff’s presence and labor as unsolicited and excessive.

1. Nissen alleged Plaintiff was “almost a daily presence.”
2. Nissen implied Plaintiff came into or near Lockwood Café multiple times per day, stating that “[Plaintiff] had 8 am–3 pm access to the indoor space and 24-hour access to the outdoor space” because she was only “3 blocks away.”
3. Nissen alleged Plaintiff was around “constantly.”
4. Nissen alleged Plaintiff “began to find more unsolicited projects and responsibilities as time went on.”

Note: Nissen was referring to the Open Mic and Flier Agreements (see Exhibit B) as “unsolicited projects and responsibilities.” She also asserts that the Garden Agreement and Prairie Agreement were unsolicited.

¶ 2: Nissen stated that the community garden was part of Reliable Street’s mission, then characterized Plaintiff as predatory, invasive, and willfully ignorant.

5. Nissen described the community garden as “one of the many projects... to fulfill [Reliable Street’s] mission.”
6. Nissen accused Plaintiff of “continuously cornering” her inside and outside of Lockwood Café and Reliable Street, implying predatory behavior.
7. Nissen implied Plaintiff interacted with her obsessively — to “talk about her ideas for the garden” and how Plaintiff “never had access to land” and how “this opportunity would make her life so fulfilled.”
8. Nissen alleged she “had to explain over and over” that other volunteers, including SHEPH, “had a plan,” and that Plaintiff ought not to approach her further about the topic.

¶ 3: Nissen continued to frame the community garden as part of Reliable Street’s mission, while presenting Plaintiff in an increasingly negative light.

9. Nissen alleged that Plaintiff’s proposal to install tallgrass prairie surrounding the garden (“Prairie Proposal”) “was not discussed with any of the other parties involved” and that it “had prairie in places that were meant to be garden space.”
10. Nissen alleged she told Plaintiff repeatedly that Plaintiff “needed to talk to everyone” before installing prairie, and that Plaintiff then began performing labor without permission.
11. Nissen labeled Plaintiff “obsessive.”
12. Nissen alleged that Plaintiff pressured her into approving the prairie installation, and that she finally agreed.

¶ 4: Nissen alleged Plaintiff dominated and did not work well with others.

13. Nissen alleged that Plaintiff “continued to push for more control over the entire garden project.”

14. Nissen alleged that she “did [her] best to try to make [Plaintiff] understand she needed to listen to all the involved parties,” but that “[Plaintiff] bulldozed those people with her ideas instead.”

15. Nissen alleged that Plaintiff “did not listen to others,” “over communicated, flooding people with emails and links in a Discord forum,” and that “other volunteers started expressing their concerns.”

¶ 5: Nissen denied the existence of agreements and characterized Plaintiff’s labor as unauthorized or incompetent.

16. Nissen alleged that Plaintiff was merely a volunteer who had been given free access to “her” land (not The Love Club LLC’s land).

17. Nissen alleged that “everything [Plaintiff] did was of her own accord.”

18. Nissen directed the ICRC toward supporting documents for evidence.

Note: These referenced materials are addressed separately in Exhibit C-23, which demonstrates their deceptive and misleading nature.

19. Nissen implied Plaintiff was incompetent for not planting the prairie seeds.

These statements, coupled with the deceptive supporting documents identified in Exhibit C-23, reflect a deliberate and escalating pattern of misrepresentation. This framing directly laid the groundwork for the subsequent and more severe allegations set forth in Exhibits D, E, and F.

See Exhibit A-5 for Nissen’s full statement to the ICRC.

Section 2 (Exhibits C2 – C8): Pattern of Authorization, Reliance, and Breach — Evidence Confirming the Existence and Parameters of the Garden Agreement (September 2021 – March 2022)

The following exhibits document a clear and escalating pattern of authorization, delegation, and acknowledgment by Defendant Nissen regarding Plaintiff’s role as garden manager and project leader. Over a six-month period, Nissen repeatedly approved, endorsed, and publicly represented Plaintiff’s leadership of the garden project, while other Defendants—including Stewart—reinforced the existence and terms of the Garden Agreement through their actions and communications.

These contemporaneous records directly contradict Defendant Nissen’s later statements to the ICRC denying the existence of any agreement or authorization. Collectively, they establish a timeline of offer, acceptance, performance, reliance, and subsequent breach, supporting Plaintiff’s claims of promissory estoppel, retaliation, and defamation.

Transitional Note: This pattern begins with Defendant Stewart’s initial approach to Plaintiff and Nissen’s express approval of Plaintiff’s involvement in the garden project.

Exhibit C-2 — Text message exchange confirming Nissen’s approval of Plaintiff’s participation in the garden project and her expressed interest in Plaintiff’s involvement (September 21, 2021). The exchange also indicates that Defendant Stewart initially approached Plaintiff regarding the Garden Agreement.

From (515) 357-9725 To Ames Lockwood Lyndsay open mic (515) 231-2907	* Also Sharon talked to me about gardening. We can talk whenever about that. I'm pretty hopeful about that. I was in the woods all the time in California but haven't had easy access to wilderness/nature time since I got back. If that works out for you I'm actually pretty stoked about adding it to my routine.	Sep 21, 2021 12:44 PM
From (515) 357-9725 To Ames Lockwood Lyndsay open mic (515) 231-2907	* Lol yea ummmn open mic is kind of the highlight of my week.	Sep 21, 2021 12:45 PM
From Ames Lockwood Lyndsay open mic (515) 231-2907 To (515) 357-9725	* That would be amazing 💎	Sep 21, 2021 12:45 PM

Relevance: Establishes that Defendant Nissen expressly consented to Plaintiff’s role at the project’s inception and that Defendant Stewart initiated contact regarding the garden. This directly contradicts later allegations that Plaintiff acted without authorization or agreement and supports Plaintiff’s claims of promissory estoppel, reasonable reliance, and subsequent breach.

Exhibit C-3 — Plaintiff seeks clarification from Nissen regarding site blueprints for the garden project (October 27, 2021). Nissen responds with specific clarifications and expresses gratitude, demonstrating active participation in defining the garden's parameters.

This exchange reflects Defendant Nissen's direct engagement in clarifying the physical layout of the garden area, contradicting her later statements to the ICRC denying the existence of any agreement or coordination.

From (515) 357-9725 To Ames Lockwood Lyndsay open mic (515) 231-2907	• Lmk when you send the file so i can get started.	Oct 27, 2021 3:08 PM
From Ames Lockwood Lyndsay open mic (515) 231-2907 To (515) 357-9725	• Sent you two of the images	Oct 27, 2021 3:31 PM
From (515) 357-9725 To Ames Lockwood Lyndsay open mic (515) 231-2907	• Thank you! Looks like this red area is the current garden:	Oct 27, 2021 3:41 PM

From (515) 357-9725 To Ames Lockwood Lyndsay open mic (515) 231-2907	• 	Oct 27, 2021 3:41 PM
From (515) 357-9725 To Ames Lockwood Lyndsay open mic (515) 231-2907	• This is the yellow shed:	Oct 27, 2021 3:41 PM
From (515) 357-9725 To Ames Lockwood Lyndsay open mic (515) 231-2907	• 	Oct 27, 2021 3:41 PM

Relevance: Demonstrates cooperative planning and acknowledgment of Plaintiff's role in design and development, undermining assertions of unilateral or invasive conduct.

Exhibit C-4 — Plaintiff requests permission to remove site markers at the garden project (October 31, 2021); Nissen authorizes the action and confirms the markers were hers.

This exchange documents Nissen's direct authorization for Plaintiff to proceed with a site maintenance task, evidencing Nissen's supervisory involvement and contradicting her subsequent claims that Plaintiff acted without permission.

From (515) 357-9725
To Ames Lockwood Lyndsay open mic (515)
231-2907



Oct 31, 2021
12:27 PM

From (515) 357-9725
To Ames Lockwood Lyndsay open mic (515)
231-2907

* I assume I can pull these pink flags up?

Oct 31, 2021
12:28 PM

From Ames Lockwood Lyndsay open mic
(515) 231-2907
To (515) 357-9725

* I think those were my pathway markers but yeah

Oct 31, 2021
12:52 PM

From (515) 357-9725
To Ames Lockwood Lyndsay open mic (515)
231-2907

* Okay.

Oct 31, 2021
12:53 PM

From (515) 357-9725
To Ames Lockwood Lyndsay open mic (515)
231-2907



Oct 31, 2021
12:53 PM

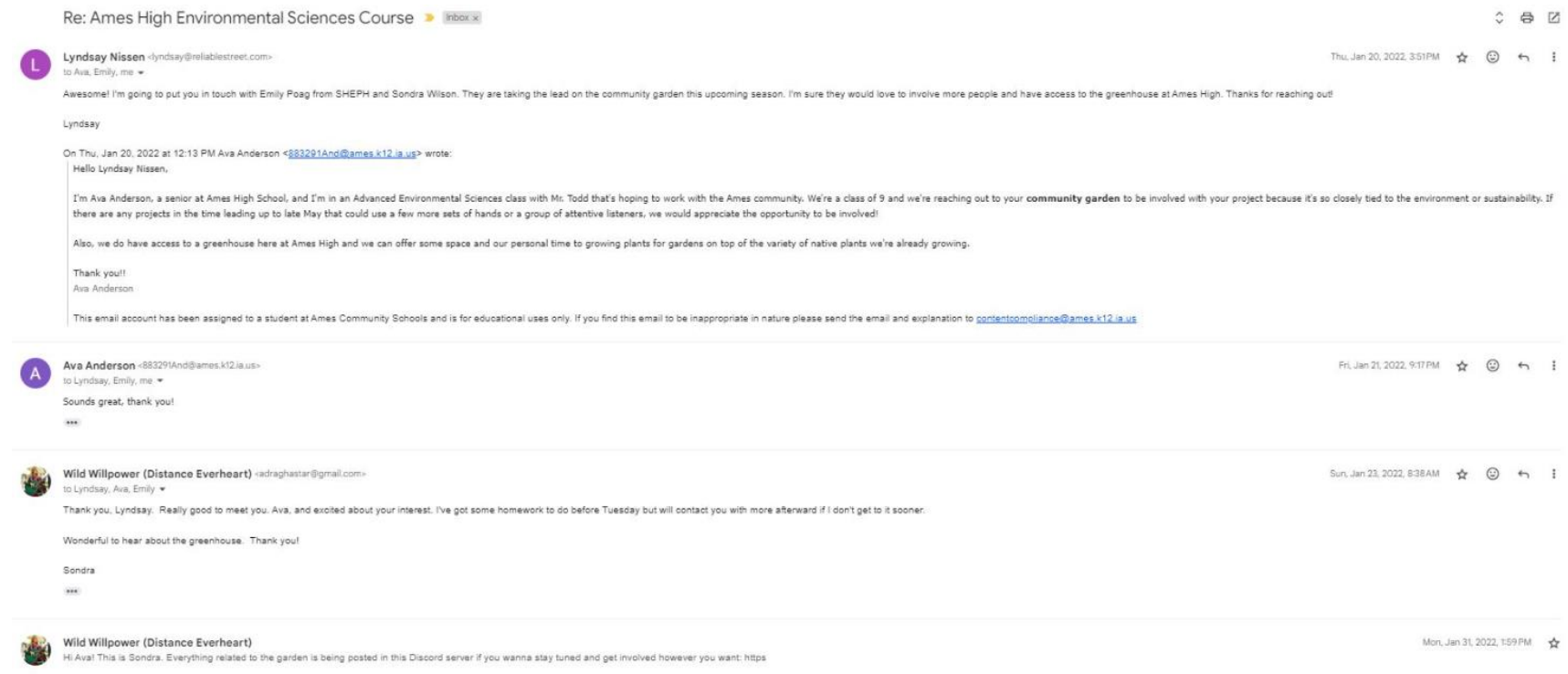
Relevance: Provides clear evidence of Defendant Nissen granting Plaintiff operational authority for specific garden actions, countering later claims of non-consensual labor.

Exhibit C-5 — Plaintiff provides Nissen with a garden progress update and offers to stop sending updates if they are unwelcome (Fall 2021); Nissen responds positively and expresses gratitude, indicating the communications were welcome at the time.



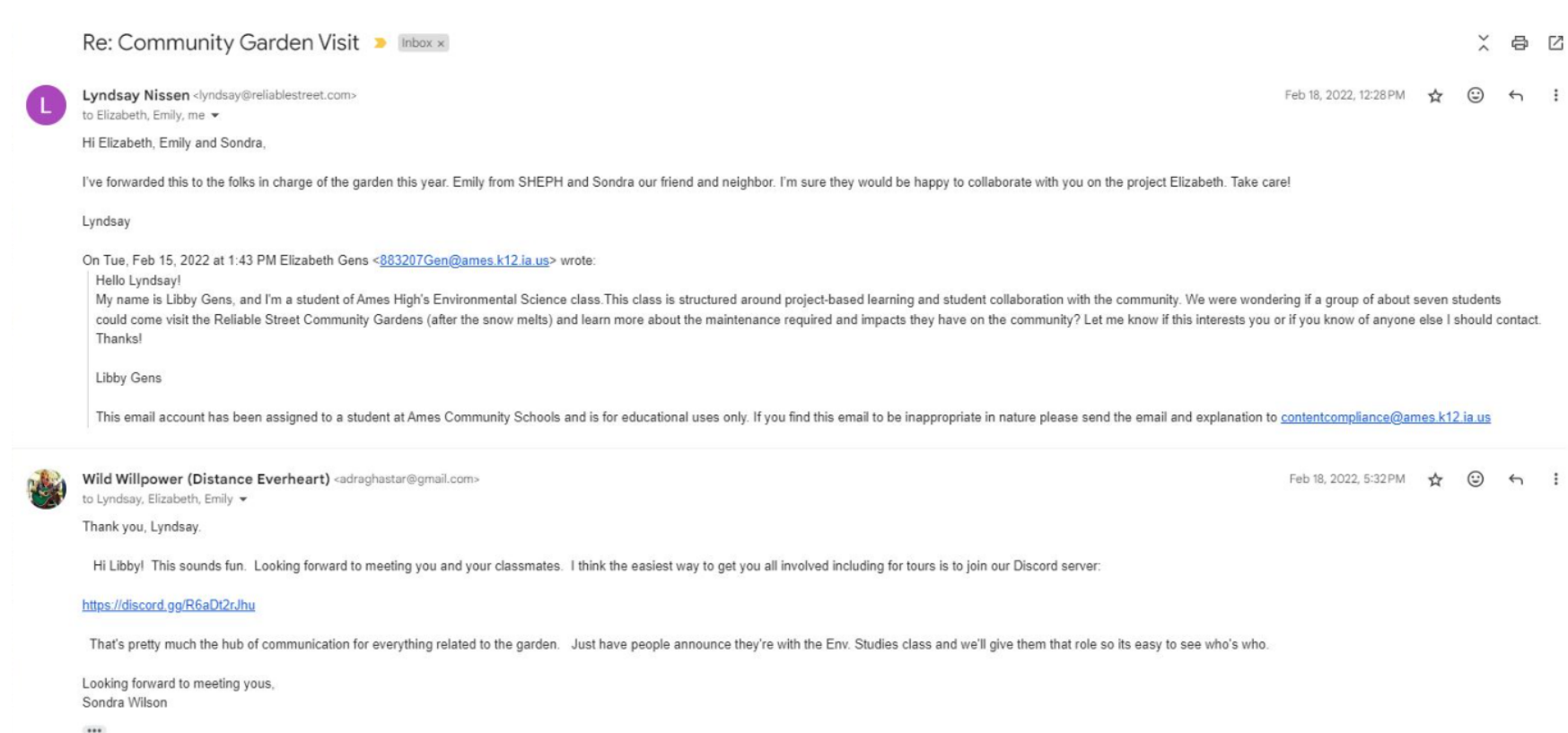
Relevance: Shows Defendant Nissen affirmatively receiving and encouraging project updates without objection, contradicting allegations that Plaintiff's communication was unwelcome or obsessive.

Exhibit C-6 — Nissen informs third party that Plaintiff is “taking the lead on the community garden this upcoming season” (January 20, 2022)



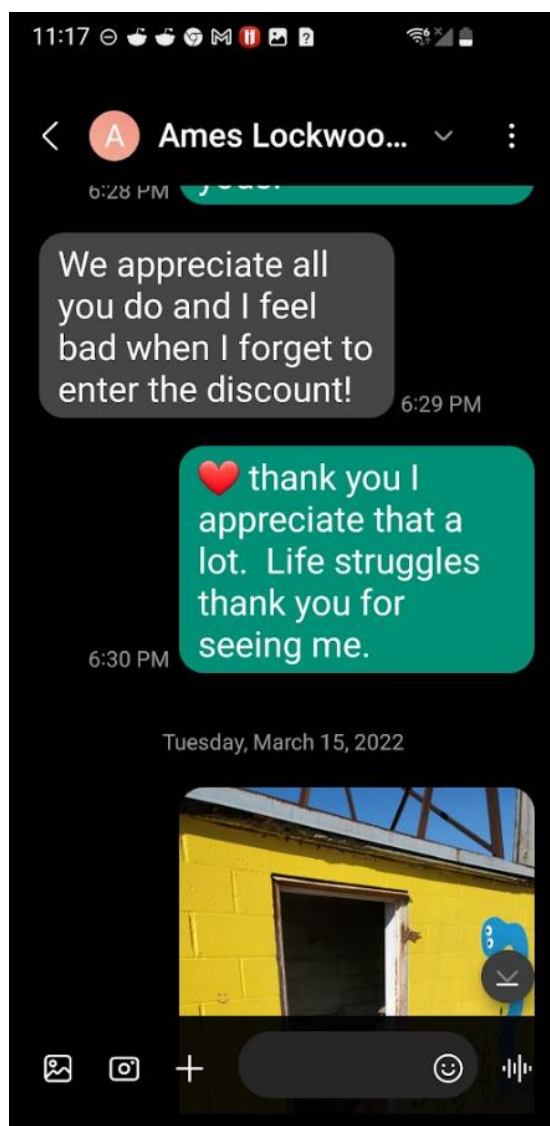
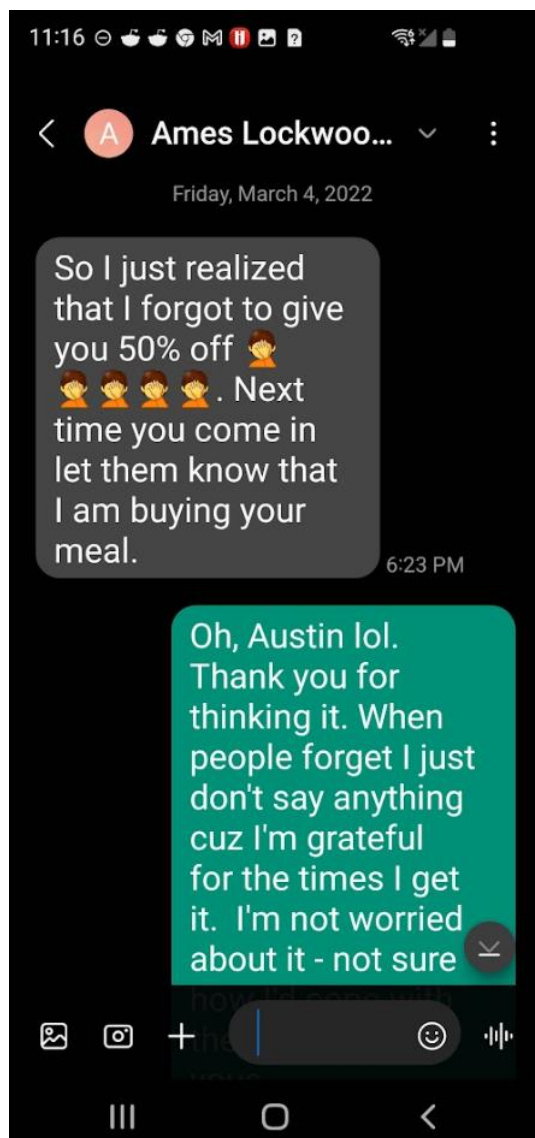
Relevance: Confirms Defendant Nissen explicitly represented Plaintiff as “taking the lead on the community garden this upcoming season,” demonstrating delegation of leadership authority to external stakeholders. This directly undermines later claims that Plaintiff acted without authorization.

Exhibit C-7 — Nissen confirms Plaintiff and SHEPH President are “in charge of the garden this year” (February 18, 2022)



Relevance: Confirms Defendant Nissen expressly delegated leadership authority to Plaintiff for the entire 2022 garden season, establishing clear expectations and reliance. This representation is central to Plaintiff’s claims of promissory estoppel, breach, and misrepresentation.

Exhibit C-8 — Co-Owner of Lockwood Café, Austin Stewart, reaches out to Plaintiff regarding 50% discount promised per the Garden Agreement; expresses appreciation for Plaintiff's work (March 4, 2022).



Relevance: Confirms that Austin Stewart — co-owner of Lockwood Café and husband of Defendant Sharon Stewart (Vice President of Reliable Street INC) — acknowledged and honored the 50% discount promised as part of the Garden Agreement. While this is the only documented communication regarding the discount, Austin Stewart's direct outreach and reference to the agreement demonstrate its **existence, specific terms, and the parties' understanding of Plaintiff's role**. This contradicts Defendants' later denials of any agreement, and supports Plaintiff's claims of **promissory estoppel, reliance, and Defendants' acceptance of benefits**.

Section 3 (Exhibits C-9 – C-12): Evidence confirming existence of Prairie Agreement and coordination with others (September 2021 – March 2022)

Before preparing the proposal, Plaintiff observed that the area surrounding the garden had been overtaken by 6–7 ft. high weeds. To address this issue and protect the garden from future encroachment, Plaintiff proposed installing native tallgrass prairie around the perimeter—an approach consistent with **Iowa Code 466.4**, which encourages natural vegetation for erosion and weed control.

Plaintiff shared the idea with all involved parties (SHEPH, co-owners of Lockwood Café Sharon and Austin Stewart, Colville, and Martinez), all of whom responded enthusiastically. Plaintiff then drafted the following formal proposal to present to Lyndsay Nissen.

Proposal to install native tallgrass prairie at Reliable Street:

Proposal: To replace the large patch of (mostly lamb's quarter) in front of the Reliable Street's garden with native tallgrass prairie.

When: ASAP! (end of Oct./beginning of Nov.) Some seeds require winter frost in order to be able to propagate. Ideally we can get this done before the first snow.

Where: Proposed location:



Why: Prairie is *beautiful* and many plants are edible and/or have medicinal value! Iowa once contained the botanical biodiversity of the rainforests of South America, however today it is the most ecologically altered state in the union. Here's a webpage I compiled about the prairie:
<https://wildwillpower.org/amazing-resources-for-homesteaders/native-animals-who-need-recovery/prairie-restoration>



How: In Hawaii I went to "garden parties"; community would gather on a person's property - music, food, drinks, and participants were told *"if you don't mind grabbing a shovel and digging a few feet of space while you're here - that would be awesome!"* The following weekend we'd have a garden party at a different community member's home. These parties ensured all community members were prepped to have banging gardens each year.

We could have a garden party at Reliable Street and ask participants *"If you can pull up a little bit of lamb's quarter while you're here - any amount helps!"* I'm willing to volunteer additional time each day to continue prepping the area. We may be able to find someone with equipment to plough the area once the weeds are pulled?

Step-by-step instructions for restoring prairie:

Great, *simple* set of instructions by specialist Carl Kurtz! <http://carlkurtz.com/recon.html>

How-to videos by the Tallgrass Prairie Center:

<https://tallgrassprairiecenter.org/prairie-reconstruction-how-videos>

Places to order seeds:

Directory of seed providers courtesy Tallgrass Prairie Center:

https://tallgrassprairiecenter.org/sites/default/files/ia_prairie_seed_service_providers_03-21.pdf

Prairie Moon Nursery: <https://www.prairiemoon.com/>

City of Ames will help pay half the costs to install prairie!

Link to "Ames Native Landscape Rebate Program":

<https://www.cityofames.org/home/showpublisheddocument/37486/636422055435470000?fbclid=IwAR0CU8LRVRzMRx3iyR8Lh669RgSAQvRCmSPqx1SM20Sd4AFPaqPSykiJE0>

Safely burning prairie is legal and encouraged in Ames:

Some plants require fire in order to propagate. Ames Fire Department will visit the property ~ 3 days after filling out the following "burn permit" to ensure it is done safely:

https://www.cityofames.org/government/departments-divisions-a-h/fire/planned-burn-permit-application?fbclid=IwAR18XA5EZqHlxINvewvwxXhI2rz589Uwgbkr2t32_Bc99pG3Le mg1KHIZ3U

Here are the requirements in order to comply with fire regulations:

<https://www.cityofames.org/home/showpublisheddocument/47315/636714082591800000>

Of note: prairie grass should be shaved to 3' height prior to burning.

After assessing the site, if there are additional precautions the owner(s) should take, the fire dept. will you know so that it can be done safely.

IA State University's "Intro to Iowa Native Prairie Plants" 8 page PDF:

Identification-friendly photos and species list:

<https://store.extension.iastate.edu/product/Introduction-to-Iowa-Native-Prairie-Plants-Sustainable-Urban-Landscapes?fbclid=IwAR0yPOt-T89T4URYuoKUjat4-LUWL9AXQAxK Cc5RMOFFmTy4kqsqJXpO5hY>

Make it into a movement? Some ideas:

Invite native teachers to give tours: For instance, Linda Black Elk (one of my friend's from Standing Rock:

<https://iowa.pbslearningmedia.org/resource/d35f11db-4248-4920-bbd2-1869b7393bd2/ethnobotany-botany-and-art-featuring-ethnobotanist-linda-black-elk-native-american-art-and-culture/>) would be more than happy to come out and teach traditional uses.

Educational plaques: help viewers identify plants. Include some edible and medicinal uses employed by various tribes: <https://myplantlabel.com/>



Children's activities: Sharon from Lockwood suggested coloring books and scavenger hunts, etc. to get kids involved.

Get certified by the National Wildlife Federation: Here's the link to do it:
<https://www.nwf.org/garden-for-wildlife/certify>

Prairie Proposal — page 5 of 5.

Relevance: This five-page proposal, prepared by Plaintiff and presented to Lyndsay Nissen (President of Reliable Street INC), establishes the scope, timeline, and purpose of the **Prairie Agreement** as part of the broader Garden Project. It documents Plaintiff's leadership in **planning, design, and coordination**, including cost-sharing resources, ecological rationale, implementation steps, and community involvement strategies.

The proposal also shows that the prairie restoration was directly tied to garden maintenance and weed mitigation, aligning with Iowa Code 466.4 and community beautification goals. Its detail demonstrates that Plaintiff was not a casual volunteer but **acting in an organized, project-lead capacity** with clear plans for execution and collaboration.

This evidence directly contradicts Defendants' later denials of any agreement or authorization, and it supports Plaintiff's claims of **offer, acceptance, reliance, performance, and subsequent breach**, as well as appropriation of Plaintiff's work and ideas after the relationship deteriorated.

Exhibit C-10 — Colville reviews and approves Prairie Proposal, “It looks great ☺” (October 20, 2021).

From Lockwood Willa (515) 745-4817 To (515) 357-9725	* Hello this is Willa Colville :)	Oct 20, 2021 1:37 PM
From (515) 357-9725 To Lockwood Willa (515) 745-4817	* Yesssss good to begin to know each other - Sondra Wilson	Oct 20, 2021 1:40 PM
From (515) 357-9725 To Lockwood Willa (515) 745-4817	* Not sure if you want to be a prairie research buddy? No worries if not - I have some great links but want to take relevant DIY info into a Google Doc to make step by step and pricing the seeds easy. If you want to help w that seems me ur email. If not that's cool but I usually prefer working w others keeps me motivated. That way when I talk w Lynsey I cab give her the PDF and we can use the doc if this comes to fruition.	Oct 20, 2021 1:49 PM
From (515) 357-9725 To Lockwood Willa (515) 745-4817	* You seemed like you had done knowledge and passion in this department so thought I'd ask	Oct 20, 2021 1:50 PM
From Lockwood Willa (515) 745-4817 To (515) 357-9725	* I would love to help! I am very passionate about the prairie, but I am still learning :) my email is willa.colville@gmail.com	Oct 20, 2021 4:13 PM
From (515) 357-9725 To Lockwood Willa (515) 745-4817	* Sent	Oct 20, 2021 4:18 PM
From (515) 357-9725 To Lockwood Willa (515) 745-4817	* Lmk if the link works	Oct 20, 2021 4:32 PM
From Lockwood Willa (515) 745-4817 To (515) 357-9725	* I got it, thank you	Oct 20, 2021 6:08 PM
From (515) 357-9725 To Lockwood Willa (515) 745-4817	* I think it's done?	Oct 20, 2021 6:29 PM
From (515) 357-9725 To Lockwood Willa (515) 745-4817	* Just finished. I'll stop bugging u now. Night!	Oct 20, 2021 6:29 PM
From Lockwood Willa (515) 745-4817 To (515) 357-9725	* It looks great :)	Oct 20, 2021 6:31 PM

Relevance (C-10): This exchange confirms that the Prairie Proposal was reviewed by an involved community member (Colville) who expressed explicit approval. This supports Plaintiff’s account that the proposal was **circulated for input among stakeholders** and received positive feedback prior to being sent to Lyndsay Nissen.

It further demonstrates Plaintiff’s **active coordination and leadership role** in developing the prairie project, consistent with the shared understanding of Plaintiff’s role as project lead. This helps establish a **pattern of collaborative approval**, undermining later claims that Plaintiff acted unilaterally or without authorization.

Exhibit C-11 — Sent Nissen Prairie Proposal (October 21, 2021).

From (515) 357-9725 To Ames Lockwood Lyndsay open mic (515) 231-2907	• Sent you an email about putting prairie next to the garden. It's a Google Doc. Thought it would save time in case you don't have time to meet.	Oct 21, 2021 12:04 PM
From Ames Lockwood Lyndsay open mic (515) 231-2907 To (515) 357-9725	* Yay!	Oct 21, 2021 12:51 PM
From Ames Lockwood Lyndsay open mic (515) 231-2907 To (515) 357-9725	* I'm pretty free tomorrow?	Oct 21, 2021 12:51 PM
From (515) 357-9725 To Ames Lockwood Lyndsay open mic (515) 231-2907	• Samezies	Oct 21, 2021 1:12 PM

Relevance: Confirms the **date and manner** in which Plaintiff formally transmitted the Prairie Proposal to Lyndsay Nissen (via email), providing contemporaneous evidence of **offer and notice**.

This record supports Plaintiff’s claims that Nissen was fully aware of and involved in the development of the Prairie Agreement, contradicting later denials of any agreement or authorization. It also strengthens the evidentiary chain showing Plaintiff’s consistent, transparent communication regarding the project.

Exhibit C-12 — Plaintiff informs Colville that Nissen approved Prairie Proposal (October 27, 2021): Colville, “Let me know what all I can help with ☺,” then offers to assist with measurements.

From (515) 357-9725 To Lockwood Willa (515) 745-4817	* Got a YES on the prairie!!	Oct 27, 2021 2:44 PM
From Lockwood Willa (515) 745-4817 To (515) 357-9725	* Yay, congratulations!! Let me know what all I can help with :)	Oct 27, 2021 3:31 PM
From (515) 357-9725 To Lockwood Willa (515) 745-4817	* For sure!	Oct 27, 2021 3:33 PM
From (515) 357-9725 To Lockwood Willa (515) 745-4817	* Have some initial research I can do (where to buy seeds/cost) then will let you know when I get to the hands-on section cuz help there would be wonderful. I think we have a plan for the plowing underway.	Oct 27, 2021 3:34 PM
From (515) 357-9725 To Lockwood Willa (515) 745-4817	* ACTUALLY I could use your help tonight or tomorrow if possible. Need to determine the square footage for the areas that will be seeded. Will you join me and a tape measure? Lmk when if that's cool. Probably a 15-20 min project.	Oct 27, 2021 4:04 PM

From Lockwood Willa (515) 745-4817 To (515) 357-9725	* Oh that is awesome! And I am free tomorrow after 11:30 so we could do it then.	Oct 27, 2021 4:06 PM
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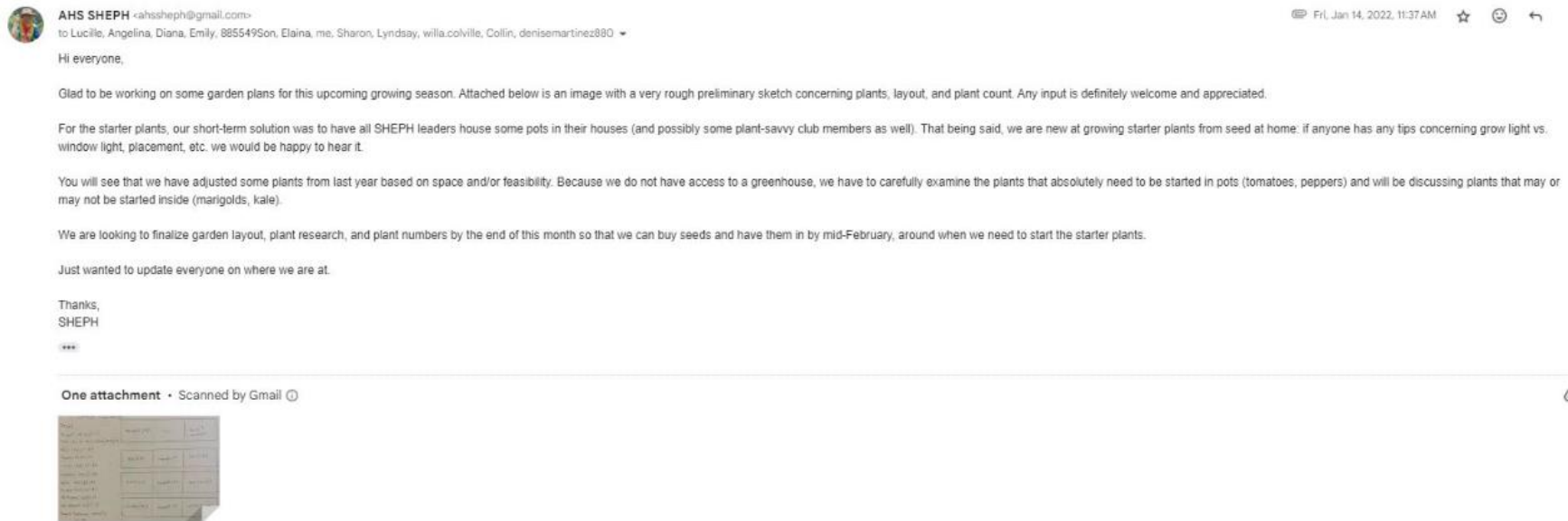
Relevance: This exchange confirms that Lyndsay Nissen approved the Prairie Proposal on or before October 27, 2021, and that Plaintiff immediately communicated this authorization to Colville. Colville’s enthusiastic response and offer to assist with site measurements show that **other stakeholders understood the project as officially authorized** and were coordinating with Plaintiff in reliance on that approval.

This record further establishes the **timeline of Nissen’s approval**, Plaintiff’s **leadership role in organizing next steps**, and the involvement of others in the implementation phase—contradicting later claims that no agreement or authorization existed.

Section 4 (Exhibits C-13 – C15): Plaintiff’s collaboration with SHEPH (Winter 2021-March 2022), and associated labor

This section illustrates the nature of Plaintiff’s collaboration with SHEPH prior to Defendants’ breach of agreements. C-15 shows SHEPH President Emily Poag’s response to hearing Plaintiff was barred from the premises.

Exhibit C-13 — Email from SHEPH’s President, Emily Poag, sending students’ first draft blueprints for garden (January 14, 2022), followed by subsequent texts pertaining thereto.



SHEPH’s Blueprints — page 1 of 2.

7 TOWARDS LOCKWOOD

TOTALS	Marigolds (x8)	open	herbs? marigolds?
Marigold: 14 (1.5) = 21			
Herbs: 2x ea. basil, thyme, parsley (6)			
Kale: 12 (2) = 24	Kale (x6)	marigold x1?	Kale (x6)
Tomato: 8 (2) = 16			
Carrots: 30 (1.5) = 45	tomato (x2)	marigold x1?	tomato (x2)
Radishes: 30 (1.5) = 45			
Beets: 30 (1.5) = 45	carrots (x30)	marigold x1?	radishes (x30)
Turnips: 30 (1.5) = 45			
Hot Peppers: 6 (2) = 12	beets (x30)	marigold x1?	turnips (x30)
Bell Peppers: 6 (2) = 12			
Flowers: Unknown, probably 20-30	Hot peppers (x6)	marigold x1?	Bell peppers (x6)
	tomato (x2)	marigold x1?	tomato (x2)
	flowers (petunia/zinnia) etc., donations, open		

SHEPH's Blueprints — page 2 of 2.

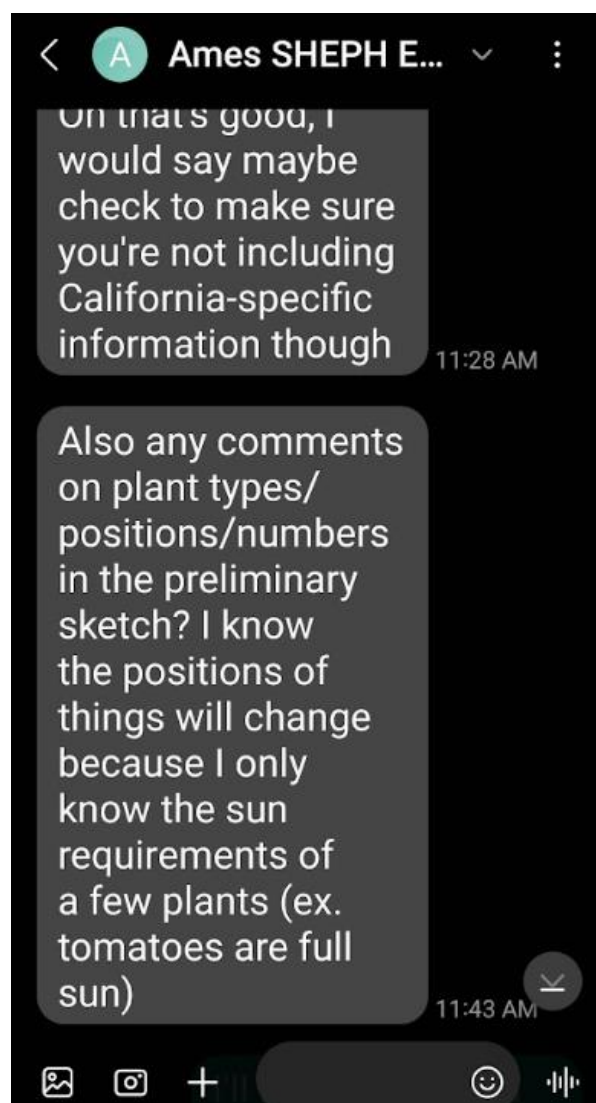
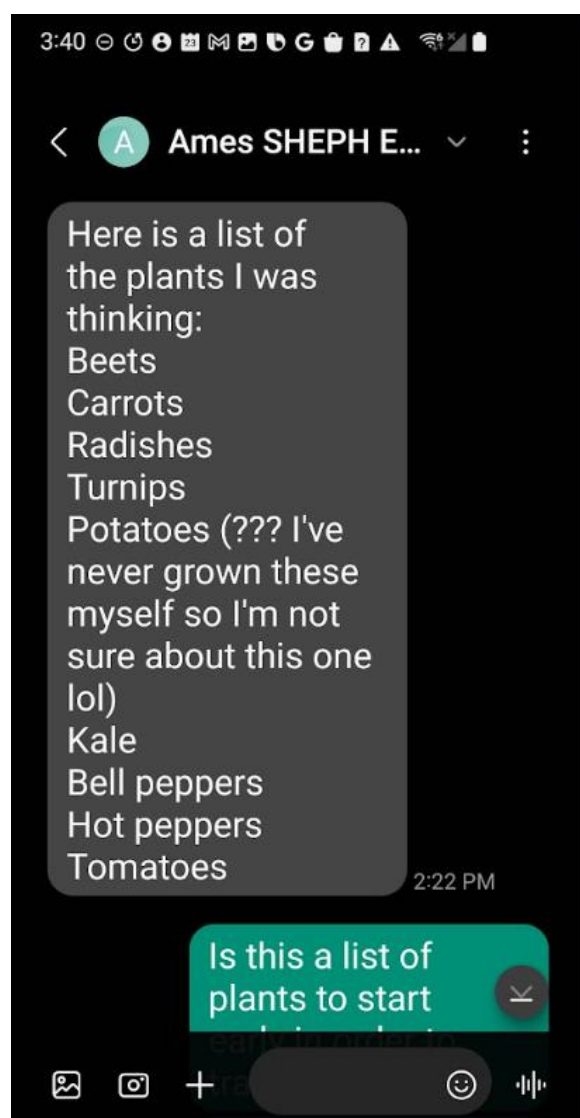
Relevance: This evidence documents Plaintiff's active **collaboration with SHEPH** (through its President, Emily Poag) on the garden project during Winter 2021–2022. Poag's email demonstrates that SHEPH was preparing planting blueprints and coordinating with Plaintiff and others regarding design, layout, and planting strategy—indicating Plaintiff's recognized leadership role in the garden project.

The inclusion of multiple stakeholders on the email chain, as well as the level of detailed planning contained in the attached blueprint, provides contemporaneous evidence of a **collaborative working relationship** under the Prairie and Garden Agreements.

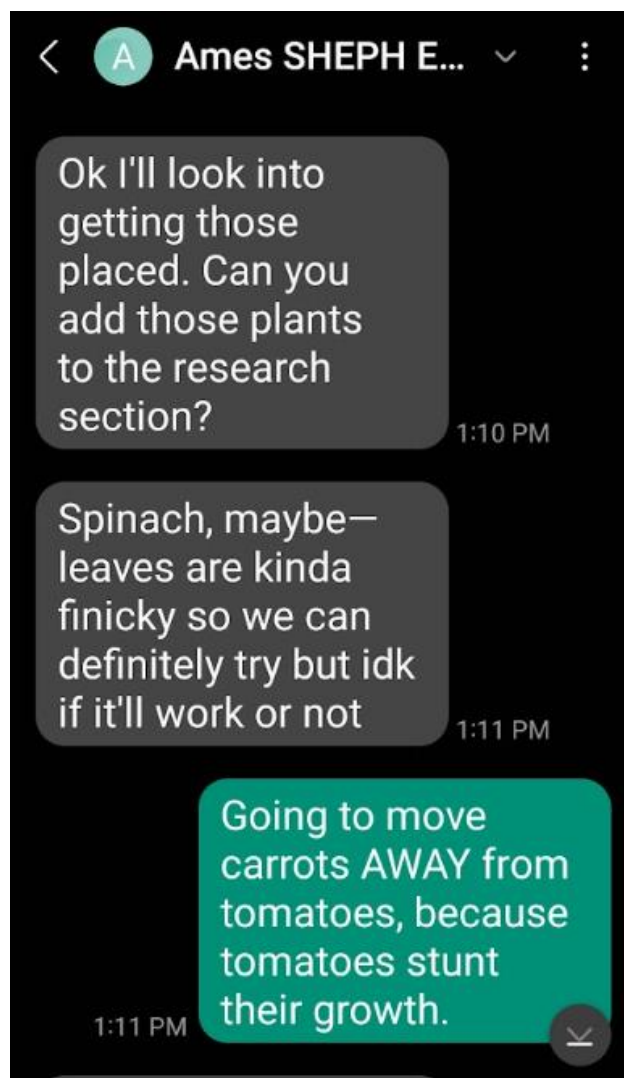
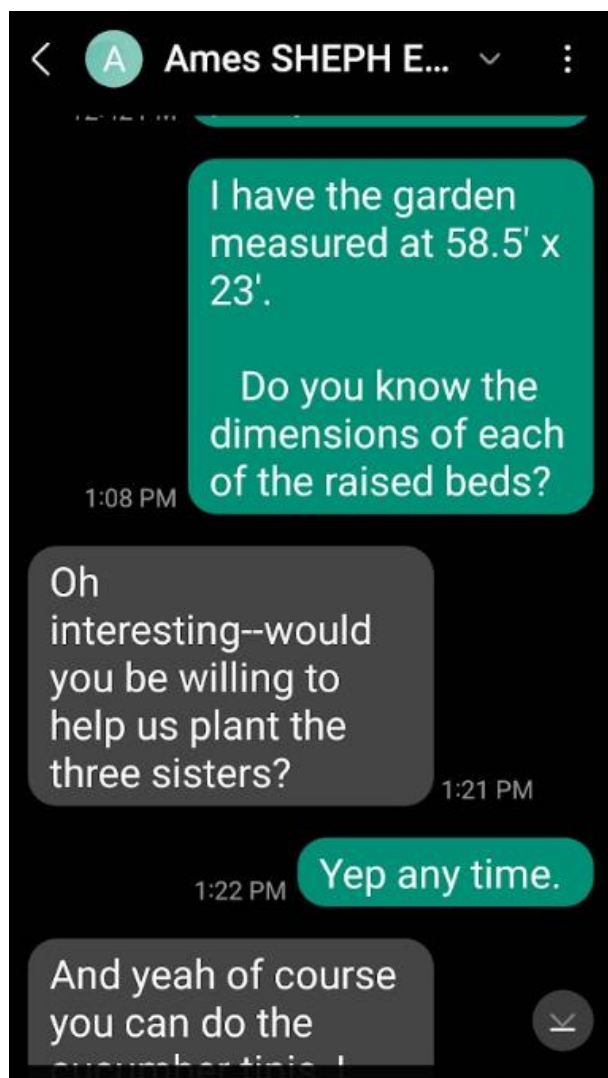
This record also supports Plaintiff's claims that their labor and coordination were **central to project planning** and that Defendants were aware of, and benefited from, those efforts prior to the breach.

Exhibit C-14 — Subsequent texts between Plaintiff and SHEPH (Winter 2021 – March 2022).

After SHEPH emailed the first draft of their blueprints, Plaintiff and Poag continued to coordinate via texts and phone calls to prepare for spring. This exhibit showcases such coordination, including Plaintiff's efforts in assisting the students.



Continued Coordination with SHEPH — page 1 of 11.



The “research section” Poag refers to in the second image was located in the Discord server, where Plaintiff was creating step-by-step instructions for SHEPH to use in planting and caring for their list of plants. Students created the blueprints and chose the plants. Plaintiff assisted the students by performing research, organizing it into the Discord server, and inviting all involved parties (SHEPH, Nissen, Stewart, Colville, Martinez) to participate in the servers.

An example of such instructions is on the following page.

SHEPH/Reliable St/Wild Willpowe... ▾

Garden and Prairie Plans: ▾ +

garden-blueprints-2022

prairie-restoration 👤 ⚙️

planting-schedule

Germinate These: ▾ +

kale-mar20

tomato-feb23-to-mar9

peppers-feb9-to-23

basil-mar9

garden preparation ▾ +

soil-prep

improve-compost-system

wood-chips

Raised Beds: ▾ +

raised-bed-1

raised-bed-2

raised-bed-3

raised-bed-4 👤 ⚙️

raised-bed-5

raised-bed-6

raised-bed-7

BOGONIA

Reward Available!

heroes of the Storm

ot Sharing

raised-bed-4

care – soil kept moist, but no standing water. Not soggy - just moist.

harvesting – ready about 4 weeks after sewing. [12] (edited)

Sondra 2/1/2022 6:14 PM

CARROTS:

prepare the soil – Proper soil preparation is extremely important. If the carrot roots can't easily grow unobstructed (loose, sandy or loamy soil), it can lead to stunted and misshapen crops. To prepare soil: till down 12 inches to make sure there are no rocks, stones, or even soil clumps that could impede your carrots' growth.

avoid amending the soil with nitrogen-rich material such as manure and fertilizer, which can cause carrots to fork and grow little side roots. Instead, work in old coffee grounds.

when to plant – during the cooler periods of the growing season—spring and fall (carrots can tolerate frost). Depending on the variety and local growing conditions, carrots may take anywhere from 2 to 4 months to mature. Plant them in the spring and summer for a continuous harvest through fall! For a summer harvest, sow seeds outdoors 3 to 5 weeks before the last spring frost date (**March 16-30**). Find your local frost dates here. To ensure a continuous harvest, plant a new round of seeds every 3 weeks through late spring. For a fall harvest, sow seeds in mid- to late summer—starting about 10 weeks before your first fall frost.

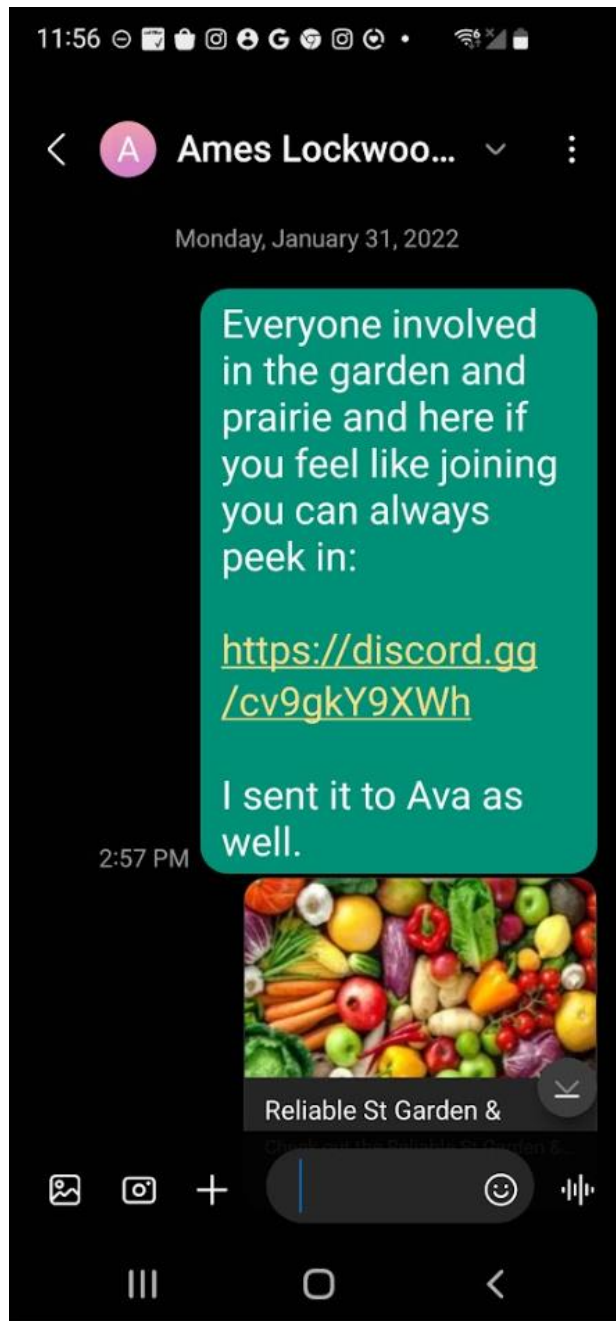
(edited)

how to plant – Carrots need a location that receives full sunlight, though they can tolerate partial shade, too. Sow directly in the garden 1/4 inch deep, 2 to 3 inches apart in rows 1 foot apart. Tip: Try to distribute seed in an even fashion so that seeds don't grow together. Use a seed-sower or thin vigorously to the right spacing. Keep the soil moist with frequent shallow waterings. For small carrot seeds to germinate, the soil mustn't form a hard crust on top; cover with a layer of vermiculite or fine compost to prevent a crust from forming. (If you put your finger in the ground, it should be moist, but not wet, to the middle knuckle.) Carrots are sometimes slow to germinate. They may take 2 to 3 weeks to show any sign of life, so don't panic if your carrots don't appear right away! Tip: To help keep track of where they were planted, mix carrot seeds with quick-germinating radish seeds or sow radish seeds in rows between carrot rows. The radishes will grow quickly and by the time the carrots really start to grow, the radishes can be harvested.

care – gently mulch carrots to retain moisture, speed germination, and block the sun from hitting the roots directly. When seedlings are an inch tall, thin so that they stand 3 to 4 inches apart. Snip tops with scissors instead of pulling them out to prevent damage to the fragile roots of the remaining plants. Water at least one inch (about 1/2 gallon per square foot) per week to start, then two inches as roots mature. Weed diligently, but be careful not to disturb the young carrots' roots in the soil promotes top, or foliage, growth—not roots.)

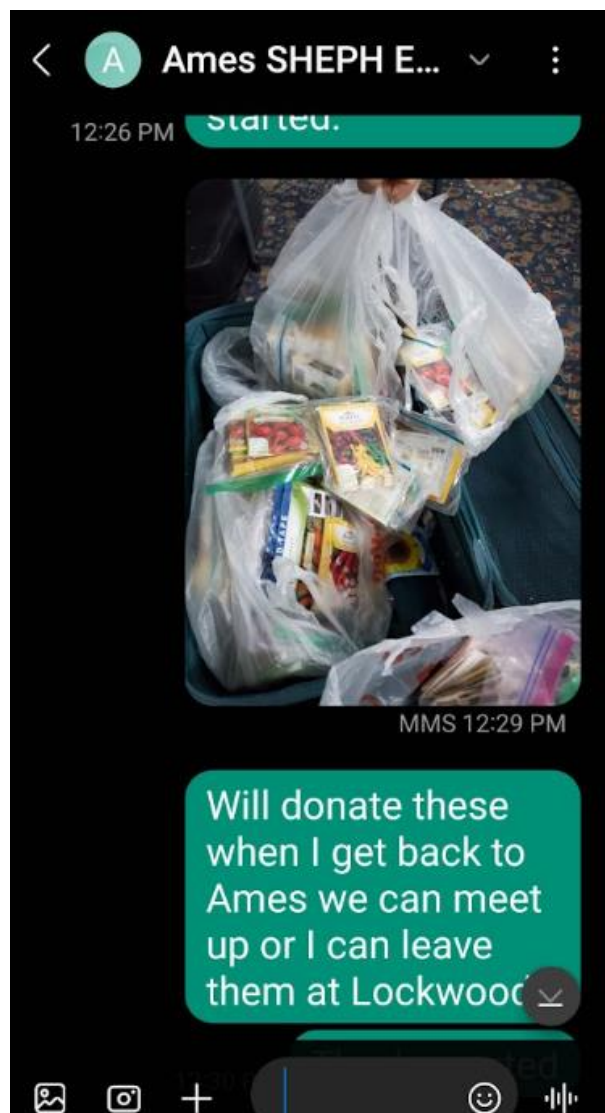
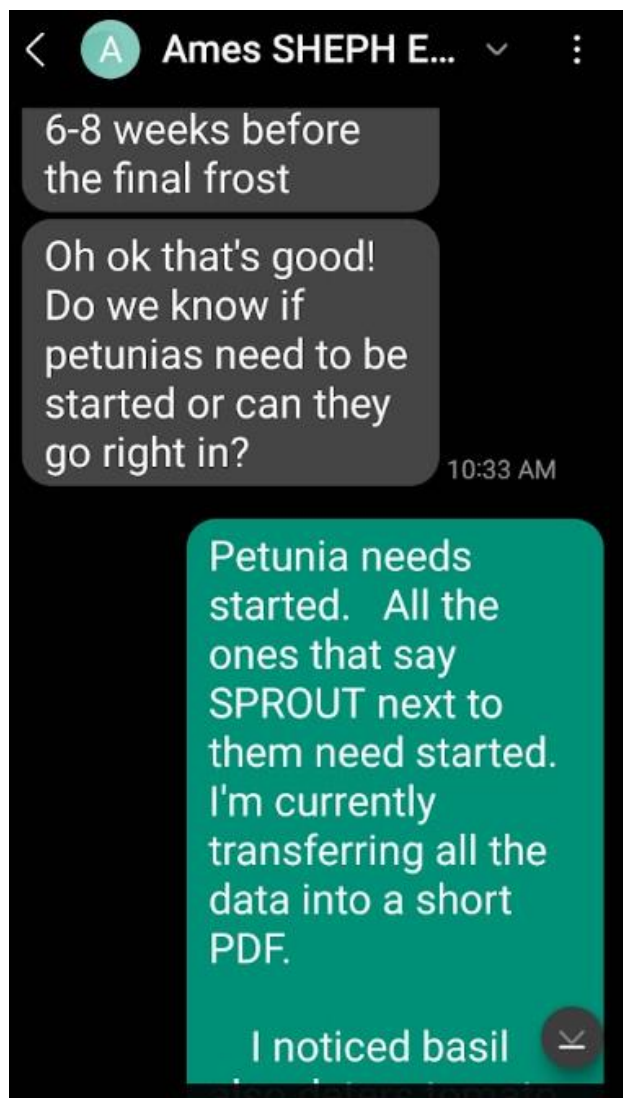
harvesting – the smaller the carrot, the better the taste. Harvest whenever desired maturity or size is reached. Carrots should be about as wide as your thumb or at least ½ of an inch in diameter. If you're growing carrots in the spring and early summer, harvest before daily temperatures get too hot, as the heat can cause carrot roots to grow fibrous. Carrots taste much better after one or more frosts. (A frost encourages the plant to start storing energy — sugars — in its root for later use.) Following the first hard frost in the fall, cover

Continued Coordination with SHEPH — page 3 of 11.

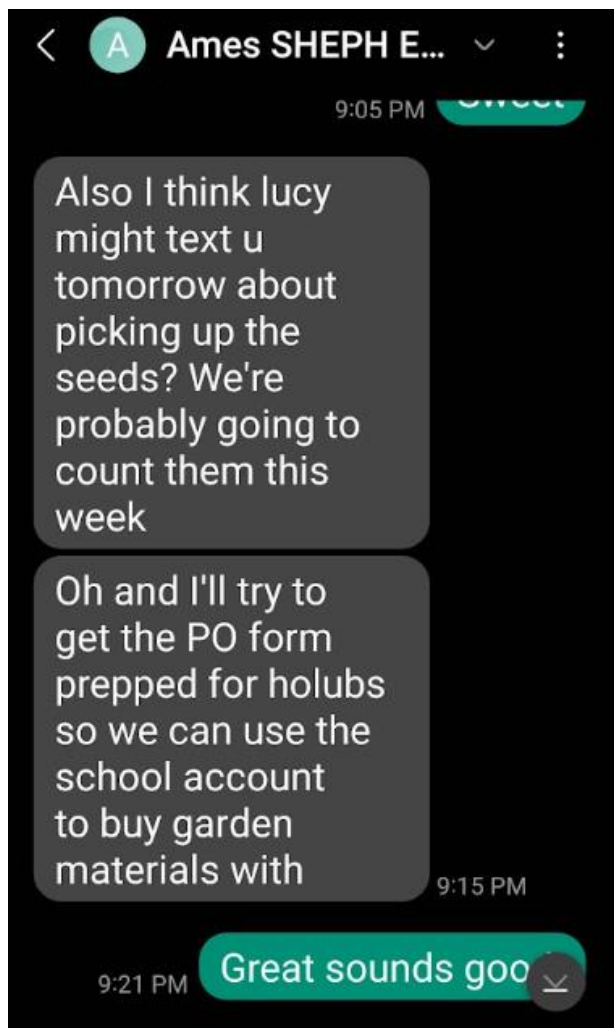
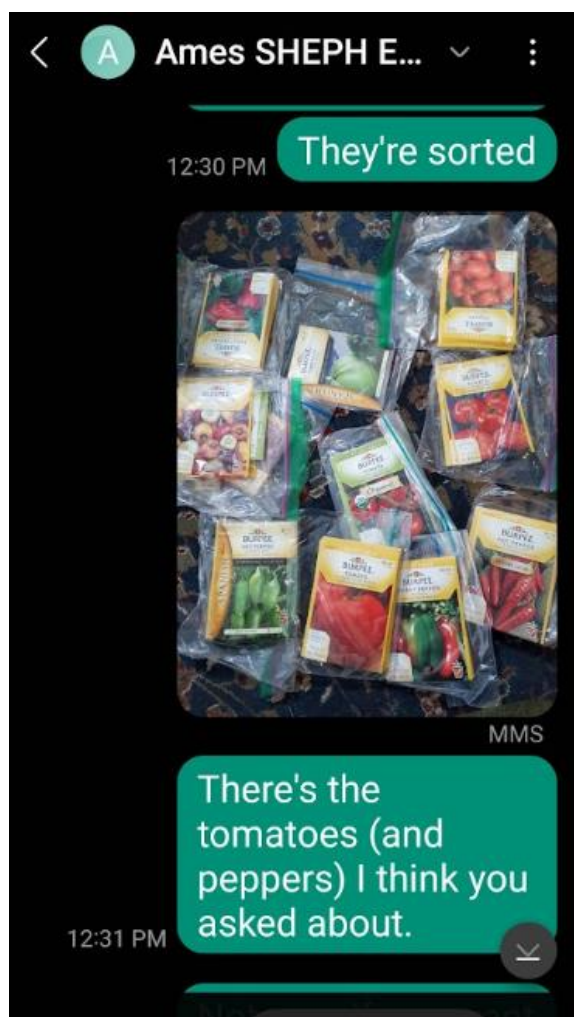


Plaintiff invited Nissen to join the Discord server to stay apprised of progress and communications. Nissen never joined.

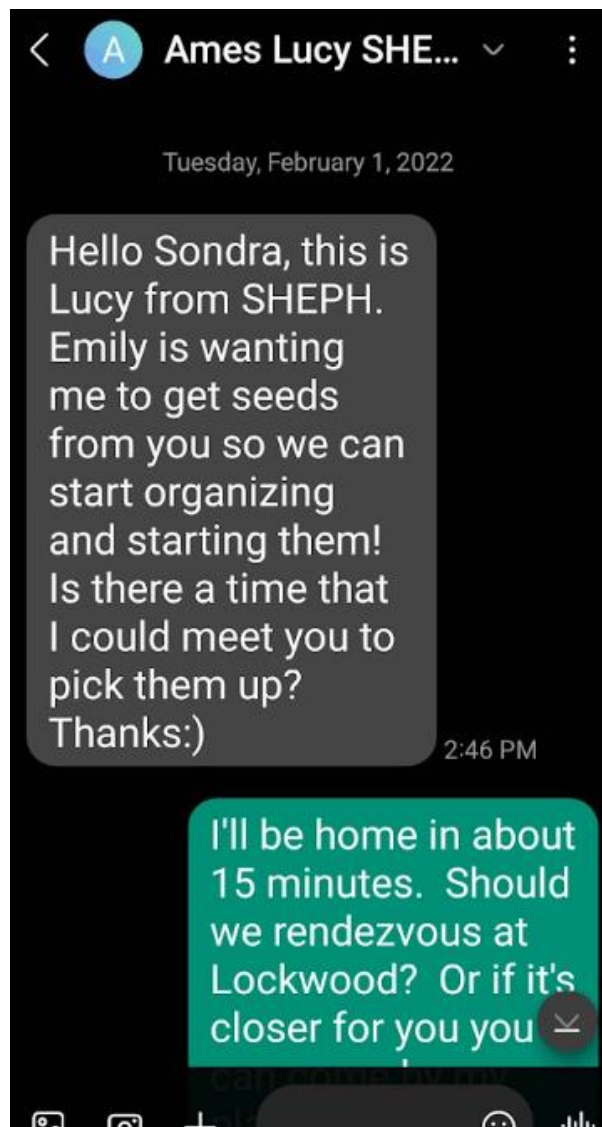
Continued Coordination with SHEPH — page 4 of 11.



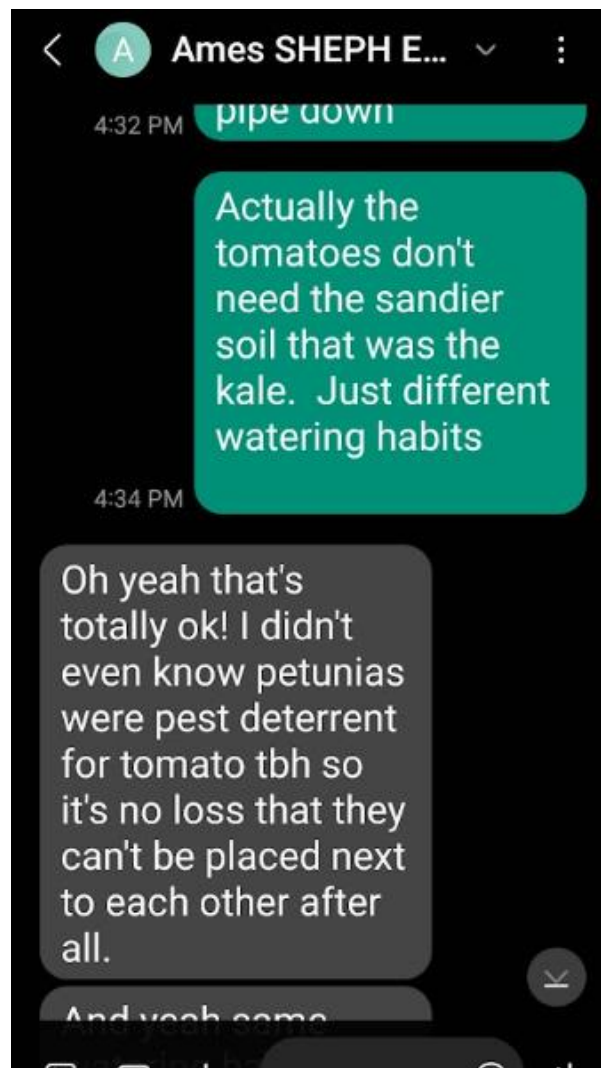
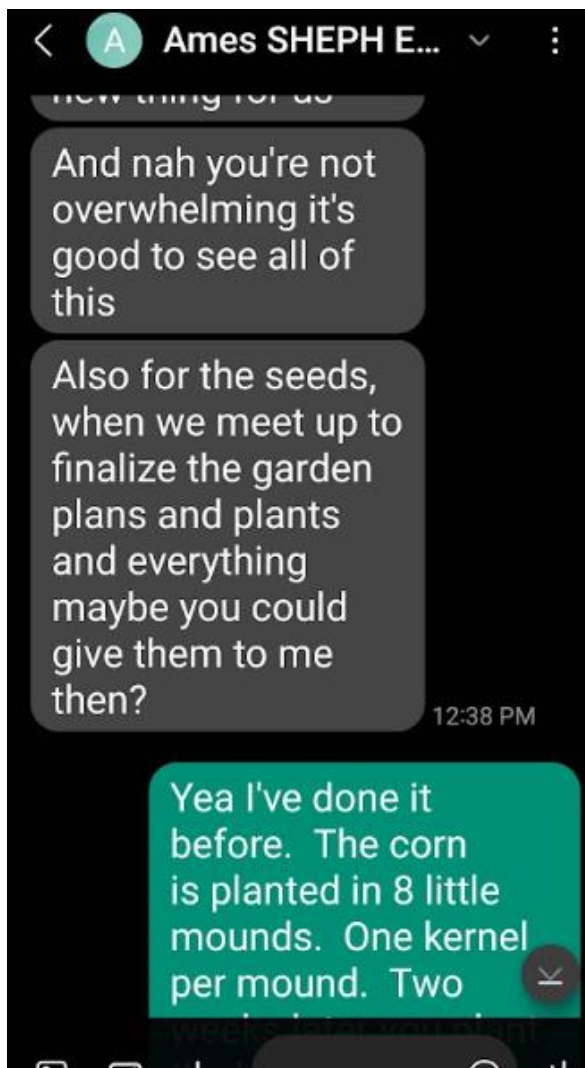
Continued Coordination with SHEPH — page 5 of 11.



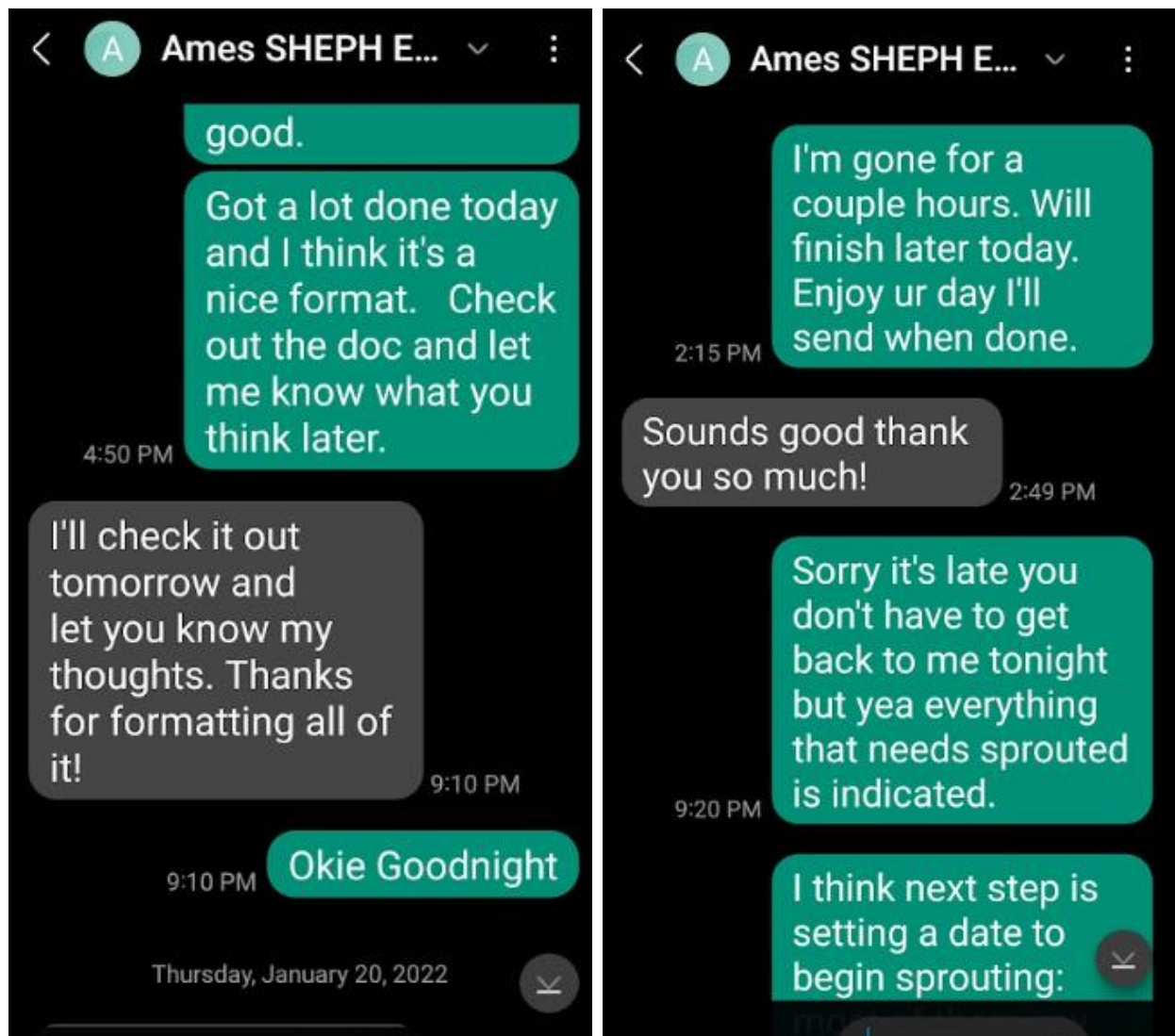
Continued Coordination with SHEPH — page 6 of 11.



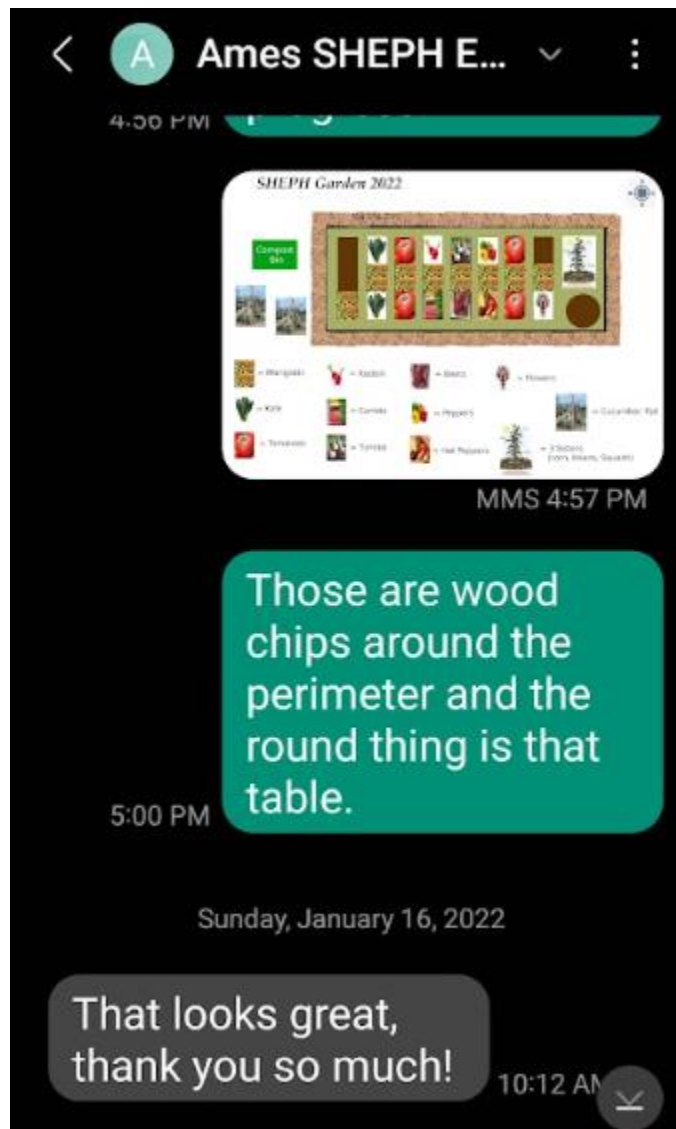
Continued Coordination with SHEPH — page 7 of 11.



Continued Coordination with SHEPH — page 8 of 11.



Continued Coordination with SHEPH — page 9 of 11.



After Plaintiff created step-by-step instructions to prepare for the upcoming season, she updated the students blueprints to reflect their refined plans. Students agreed to re-arrange some of the plants from their original blueprints based upon Plaintiff’s research, reflected in the updated blueprints, located on the following page.

Continued Coordination with SHEPH — page 10 of 11.

SHEPH Garden 2022



Continued Coordination with SHEPH — page 11 of 11.

Relevance (C-14): Exhibit C-14 documents Plaintiff’s sustained and organized coordination with SHEPH and its student leadership between January and March 2022. This includes direct messaging, Discord communications, instructional guidance, planting recommendations, and final garden layout designs.

The culmination of these efforts is represented in the **final SHEPH Garden 2022 layout plan** (above), which integrates student input and logistical considerations coordinated by Plaintiff. This visual plan demonstrates the level of **detail, structure, and leadership** Plaintiff contributed to the project and how other parties relied on those contributions.

This exhibit further supports Plaintiff’s claims that:

- Plaintiff acted with the knowledge and participation of project stakeholders;
- Defendants and their partners **benefited from Plaintiff’s work product**;
- There was **an established, functioning collaboration** prior to Plaintiff’s exclusion.

As such, the exhibit is central to establishing **the existence of agreements**, the **reasonable reliance** of other participants, and the **damages stemming from Defendants’ breach and exclusion**.

Connection to Exhibit C-1 (Nissen’s ICRC Statement):

Nissen’s statements to the ICRC between May and July 2022 (Exhibit C-1) categorically **denied the existence of any agreements**, framing Plaintiff’s work as “unsolicited,” “unauthorized,” and “obsessive.” These claims stand in **direct conflict** with the contemporaneous evidence documented in Exhibits C-10 through C-14, which clearly demonstrate:

- Active coordination between Plaintiff, SHEPH students, and stakeholders;
- Express acknowledgment and participation from other involved parties;
- A structured, collaborative plan for the garden and prairie project months in advance of the alleged events.

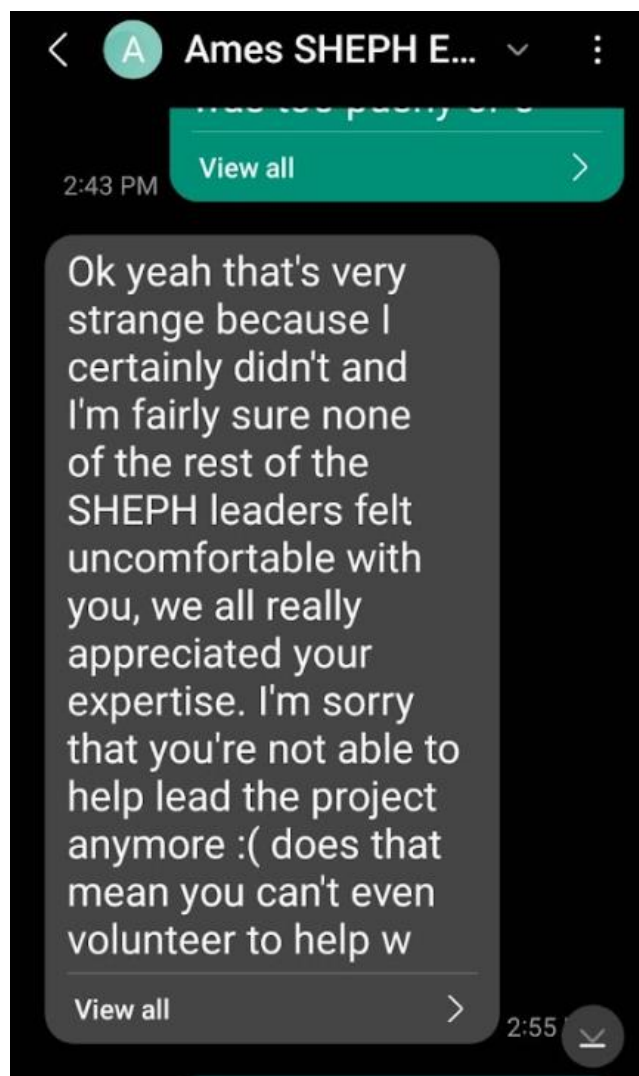
This stark contrast reveals a **pattern of material misrepresentation** by Nissen. By denying the existence of the agreements she had acknowledged and benefited from, Nissen effectively attempted to **erase Plaintiff’s documented contributions** and recast them as harassment or intrusion.

These false narratives were then weaponized to **justify retaliatory actions**, including defamatory allegations entered into the public record (see Exhibits B–F). This sequence of events demonstrates a **coordinated effort to conceal and discredit** Plaintiff’s legitimate role in the project and provides a clear evidentiary foundation for Plaintiff’s claims of fraud, retaliation, and defamation.

Exhibit C-15 — SHEPH President Emily Poag's response to learning that Plaintiff was barred from the premises due to undisclosed complaint(s) (on or around April 1, 2022).

Relevance: Exhibit C-15 captures the immediate reaction of SHEPH President Emily Poag upon learning that Plaintiff had been barred from the premises for undisclosed reasons. Poag's statements affirm that neither she nor other SHEPH leaders felt uncomfortable with Plaintiff, and that Plaintiff's expertise was appreciated. This demonstrates that:

- Plaintiff's **involvement was welcomed and relied upon** by core project collaborators;
- There was **no evidence of interpersonal or safety concerns** from SHEPH, contradicting the implication of Plaintiff being an unwanted presence;
- Defendants' actions to exclude Plaintiff were **unilateral and unexplained** to other stakeholders.



This evidence **directly rebuts Defendant Nissen's claims** (Exhibit C-1) that Plaintiff's involvement was unsolicited, obsessive, or unwanted, and further supports the assertion that Nissen's statements to the Iowa Civil Rights Commission were **knowingly false and retaliatory**. It also establishes that the exclusion was inconsistent with the experience and understanding of other stakeholders.

These statements from SHEPH's President are clear, contemporaneous third-party evidence contradicting Defendant Nissen's later misrepresentations and supporting Plaintiff's claims of fraud, retaliation, and defamation.

Section 5 (C-16 – C19): Plaintiff’s collaboration with other community members (Winter 2021-March 2022).

This section includes documentation of Plaintiff’s collaboration with various community members. See Exhibits D and E for more information regarding collaboration with Colville and Martinez.

Relevance (C-16 on following page): This exhibit documents Plaintiff’s collaborative work with Defendant Sharon Stewart, who **personally requested** that Plaintiff create signage to support the shared garden project. Stewart’s direct request and subsequent approval (“Perfect!!”) confirm that Plaintiff’s contributions were **authorized, coordinated, and appreciated**.

This evidence **directly contradicts the narrative presented by Defendant Nissen to the Iowa Civil Rights Commission (Exhibit C-1)**, in which she denied the existence of agreements and framed Plaintiff’s contributions as unsolicited and intrusive.

Together with Exhibits C-10 through C-15, this shows a pattern of coordinated community involvement that Defendants later mischaracterized as unauthorized in order to justify retaliatory actions.

Exhibit C-16 — Sign created by Plaintiff, per Stewart's request (November 3, 2022).



Wild Willpower (Distance Everheart) <adraghastar@gmail.com>

to lockwoodcafe ▾

I made a sign that's drying in the gallery. Prolly hang out tomorrow. :) thanks for the idea, Sharon. Good call.

One attachment • Scanned by Gmail ⓘ



Sharon Stewart <lockwoodcafe@gmail.com>

to me ▾

Perfect!!



Exhibit C-17 — Plaintiff's research into winter composting for Lockwood Cafe, per Stewart's request, and assisting SHEPH with a greenhouse (November 11 – January 9, 2022).



Wild Willpower (Distance Everheart) <adraghastar@gmail.com>
to lockwoodcafe ▾

Thu, Nov 11, 2021, 10:30 AM ☆ ☹ ↶ ⓘ

Hi Sharon and Austin!

Sharon - you mentioned looking for winter composting ideas. I wonder if a direct gain solar greenhouse would be warm enough with adequate ventilation to work.

I worked a couple years alongside SJSU Env. Studies Professor Frank Schiavo, including giving [tours of his eco-friendly home](#). He had passive solar retrofitted for his house, but he would talk about direct gain solar - that it gets too hot because the sun is beating directly down on you and heating up the thermal mass (eg bricks). This made me think that a small direct gain greenhouse might get hot enough during the day to allow compost bacterium to do their thang while still having ventilation so it doesn't stink.

Did a quick glance and saw one for less than \$750: <https://www.shedsforlessdirect.com/calram-hybrid-greenhouse-silver-q-1007.html>

I called them to find out the average temperatures inside and ask about ventilation and using it for this, and they said to contact the manufacturer. Their website is here: <https://greenhouseemporium.com/collections/brands/calram-greenhouse-kits/>

Called them and left a message. Was thinking maybe on top of the gravel where the shed was could work.

Just ideas. Will let you know when I hear back from them.



Wild Willpower (Distance Everheart) <adraghastar@gmail.com>
to Sharon, Lyndsay, willa.colville, Collin, ahsheph, denisemartinez880 ▾

Jan 9, 2022, 6:21PM

Hi Lockwood, Reliable Street, and SHEPH:

The Ames High garden club,, SHEPH (Students Helping Eliminate Poverty and Hunger), contacted me this week; they have a greenhouse they normally sprout plants in to start them before transplanting them to the garden. We had talked about this at our previous meeting.

Unfortunately their broiler broke so they won't be able to use the greenhouse. I have an idea - wondering if we can put our heads together.

A couple weeks ago I met with ISU's compost specialist Steve Jonas so he could assess how Lockwood can compost in the winter. We came up with a plan to handle Lockwood's compost needs, and he recommended that we do it this year and by winter we'll know how big of a greenhouse we'll need.

He also informed me that the best type of greenhouse is polyurethane, and that two places in Iowa are great places to buy them: [FarmTex](#) and [NoIt's Midwest Produce](#).

He said that usually they don't need to be heated - only when its very cold, so their energy needs are low, and these places sell heaters and thermostats so its all automated.

I am thinking we should take his advice, and should we decide to install a greenhouse for this purpose in the future, we get one large enough that it can also handle the needs of the garden for sprouting.

I don't have a more immediate solution for this spring.

Just sharing where my head is at on this stuff.
Sondra

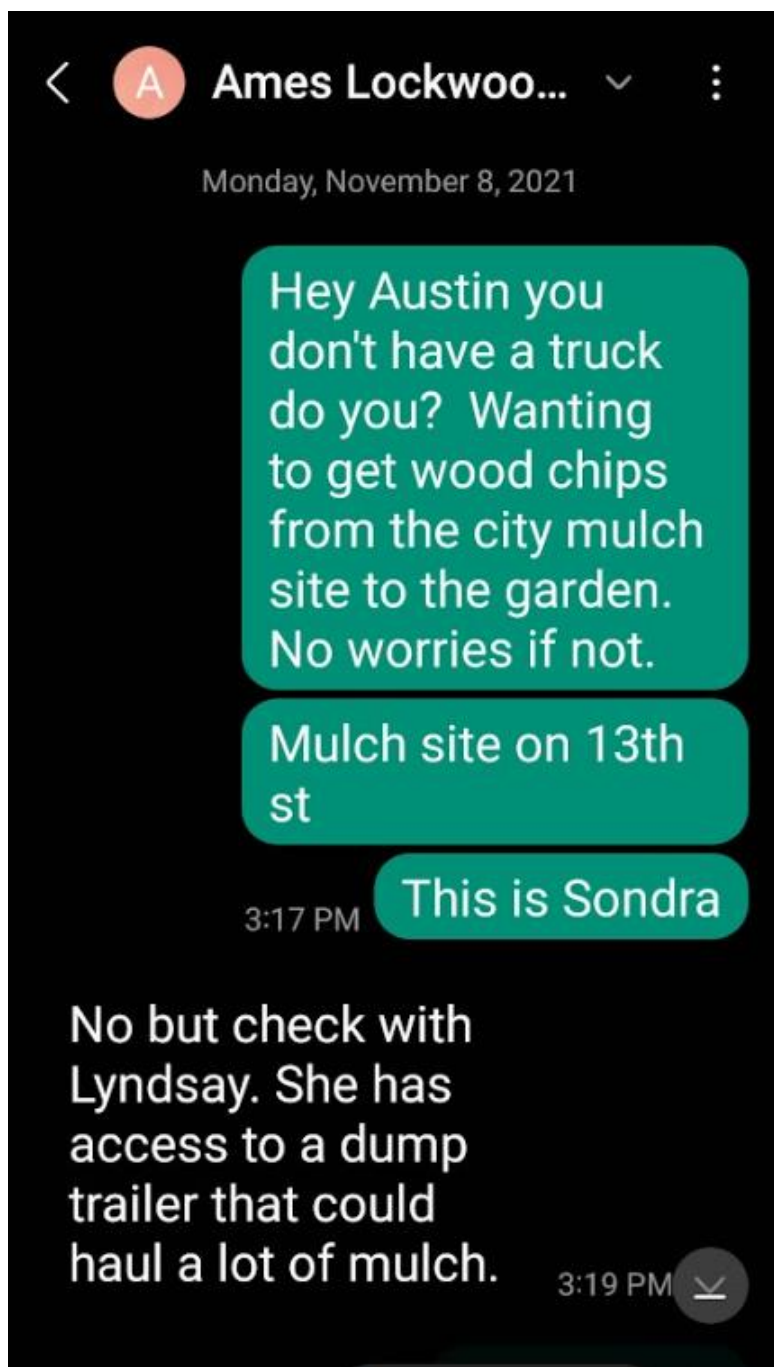
Relevance (C-17): Exhibit C-17 documents Plaintiff's **research and planning efforts** for winter composting and greenhouse operations between November 2021 and January 2022. This work was performed **at the request of Defendant Sharon Stewart** and in coordination with SHEPH students to support the shared community garden project.

These communications demonstrate that Plaintiff's contributions were **explicitly requested, integrated into ongoing planning**, and recognized as part of the project's infrastructure development.

This directly **contradicts Defendant Nissen's statements** to the ICRC (Exhibit C-1), in which she claimed Plaintiff's activities were unsolicited and unauthorized.

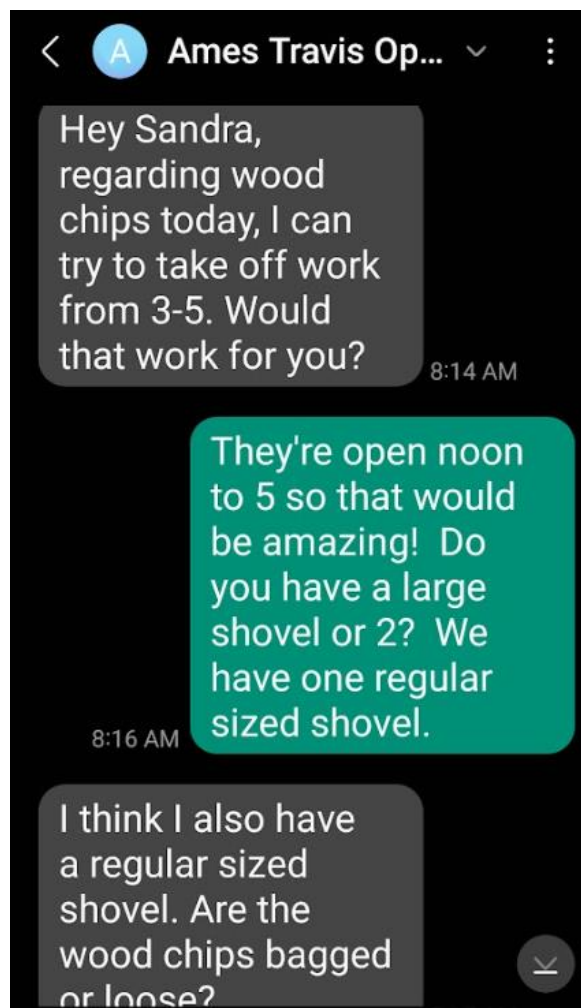
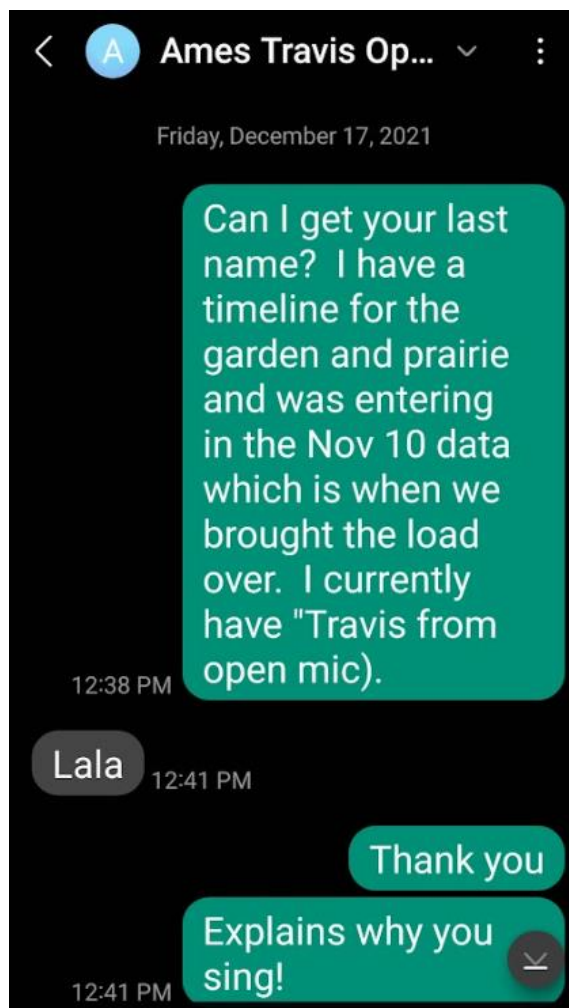
When viewed alongside Exhibits C-14 through C-16, this evidence reinforces the consistent pattern of active, authorized, and appreciated collaboration that Defendants later mischaracterized in order to justify retaliatory exclusion.

Exhibit C-18 — Plaintiff coordinating wood chip hauls for walkways and weed abatement (November 8 – January 9, 2022).



From (515) 357-9725 To Ames Lockwood Lyndsay open mic (515) 231-2907	• Hey Lyndsay can I use the trailer thing or someone with me to get wood chips? I can also ask Willa and Travis.	Dec 6, 2021 11:43 AM
From (515) 357-9725 To Ames Lockwood Lyndsay open mic (515) 231-2907	• Need like 5 more loads altogether	Dec 6, 2021 11:44 AM
From (515) 357-9725 To Ames Lockwood Lyndsay open mic (515) 231-2907	• I could also haul those weeds there when picking the chips up.	Dec 6, 2021 11:44 AM
From (515) 357-9725 To Ames Lockwood Lyndsay open mic (515) 231-2907	• I asked Willa and Travis too just asking my friends with trucks.	Dec 6, 2021 11:51 AM
From (515) 357-9725 To Ames Lockwood Lyndsay open mic (515) 231-2907	• Here's their schedule: Monday, Wednesday, Friday 12 noon to 5 PM Saturdays 8 AM to 12 noon	Dec 6, 2021 2:37 PM
From Ames Lockwood Lyndsay open mic (515) 231-2907 To (515) 357-9725	• Did you find anyone to help?	Dec 6, 2021 3:55 PM
From (515) 357-9725 To Ames Lockwood Lyndsay open mic (515) 231-2907	• Not yet.	Dec 6, 2021 3:56 PM
From Ames Lockwood Lyndsay open mic (515) 231-2907 To (515) 357-9725	• I can ask about the wineries trailer but several people share it so it might not work.	Dec 6, 2021 3:57 PM
From (515) 357-9725 To Ames Lockwood Lyndsay open mic (515) 231-2907	• Travis could have tomorrow but they're closed so he's pretty booked. Haven't heard back from Willa yet to see if she can use her dad truck	Dec 6, 2021 4:01 PM
From (515) 357-9725 To Ames Lockwood Lyndsay open mic (515) 231-2907	• Willa may be able to use her dad's truck on Saturday so if that works out we'll try to haul away from grasses and bring a load of wood chips.	Dec 7, 2021 10:27 AM

Nissen had already offered the use of the trailer prior to this text exchange.



Relevance: Exhibit C-18 documents Plaintiff’s logistical coordination with **Austin Stewart (co-owner of Lockwood Cafe)**, **Defendant Nissen (Lyndsay)**, and **Defendant Colville (Willa)** to haul and deliver wood chips for the garden walkways and weed abatement between November 8, 2021 and January 9, 2022.

These communications show Plaintiff actively managing **core infrastructure work** for the shared garden — including sourcing, scheduling, and organizing volunteer labor and equipment.

This directly contradicts **Defendant Nissen’s statements to the ICRC (Exhibit C-1)**, which falsely portrayed Plaintiff’s contributions as unsolicited and unauthorized.

Additionally, Austin Stewart’s referral to Nissen for trailer access, and the ongoing logistical exchanges with Nissen and Colville, demonstrate that Plaintiff’s work was **known, acknowledged, and integrated** into the collaborative project.

When read together with Exhibits C-14 through C-17, this evidence establishes an ongoing pattern of structured collaboration and authorization prior to the Defendants’ subsequent misrepresentation and retaliation.

Exhibit C-19 — Before and after photos of property; majority of labor performed by Plaintiff photo of garden and prairie prior to Plaintiff's work (Fall 2021 – March 2022).

Additional documentation of labor performed is in Exhibit A-3.

Garden is to the left, behind the overgrown fence and tires:



After pics





Relevance (C-19 on pages 47 – 49): Exhibit C-19 provides before-and-after photographs of the garden and prairie site at Lockwood Cafe, taken between Fall 2021 and March 2022. These images document the substantial physical improvements to the property, the majority of which were performed or coordinated by Plaintiff.

The “**before**” photos show the overgrown, tire-strewn, and neglected state of the property prior to Plaintiff’s involvement. The “**after**” photos show installation of infrastructure, fencing, compost bins, signage, and mulch walkways — all completed during the period of Plaintiff’s active, authorized participation.

This evidence strongly corroborates Plaintiff’s claims of **meaningful contributions and reliance by Defendants**, and directly undermines Defendants’ later statements to the ICRC (Exhibit C-1) that Plaintiff’s work was unsolicited or unauthorized.

Taken together with Exhibits C-14 through C-18, this establishes a clear factual record of sustained collaboration, authorization, and labor contribution prior to retaliatory exclusion.

Section 6 (Exhibits C-20 – C-24): Defendants’ allegations against Plaintiff regarding unauthorized labor and spending (on or around May–July 2022, Exhibit B1)

This section contains statements by Lyndsay Nissen to the Iowa Civil Rights Commission alleging that Plaintiff collected or mishandled funds related to the prairie and garden projects at 4625 Reliable Street (Exhibit C-20).

It also includes contemporaneous communications and records demonstrating that the contributions were **jointly organized, transparent, and pre-approved** by Defendants and community partners.

The following exhibits contain **contemporaneous messages, collaborative planning documents, and transaction records** showing that:

1. Nissen and other Defendants were informed of and participated in donation planning.
2. The purpose of all funds was documented and directly tied to the garden/prairie installation.
3. No evidence exists of Plaintiff misappropriating or withholding funds.
4. Defendants expressed support for the project in real time, contradicting later allegations.

Exhibit C-20: Excerpt from Nissen's statement to the ICRC re: performing unsolicited labor without coordinating with other volunteers, and unauthorized use of funds to pay for supplies (on or around May–July 2022)

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

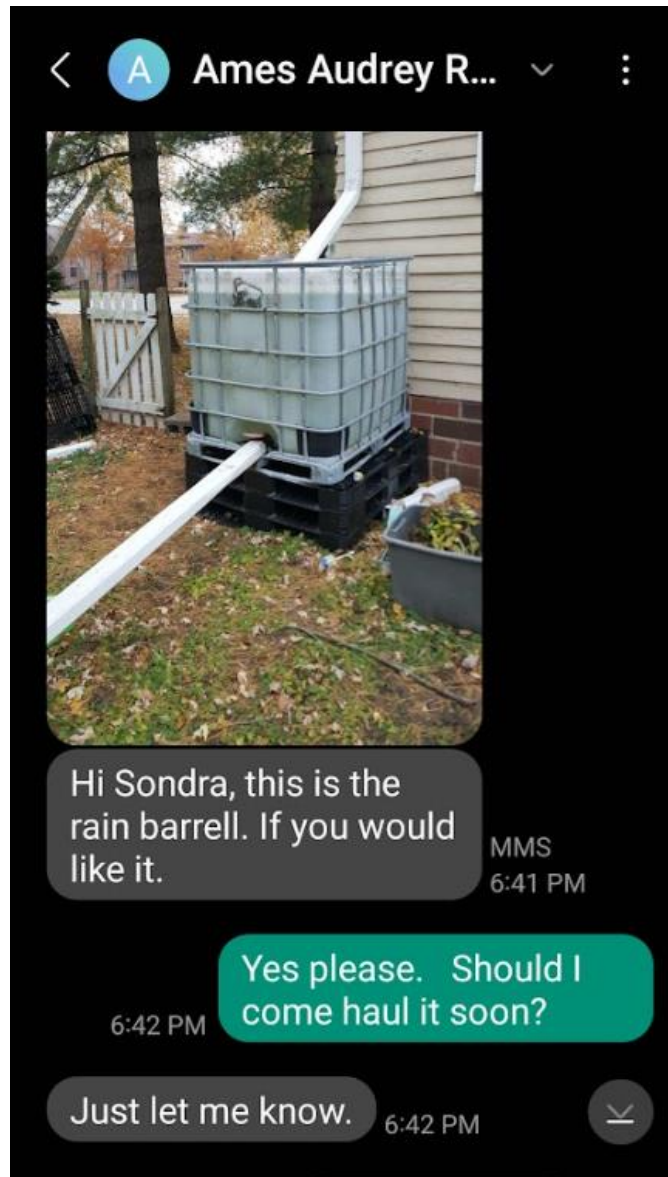
So at this point, we had donated the use of the land for her prairie dream, which she was going to raise money for to buy the seed. Well, she never raised all the money and began soliciting it from the non-profit and anyone she could ask. Because the prairie was not a community oriented project, we did not feel that it was in line with the mission.

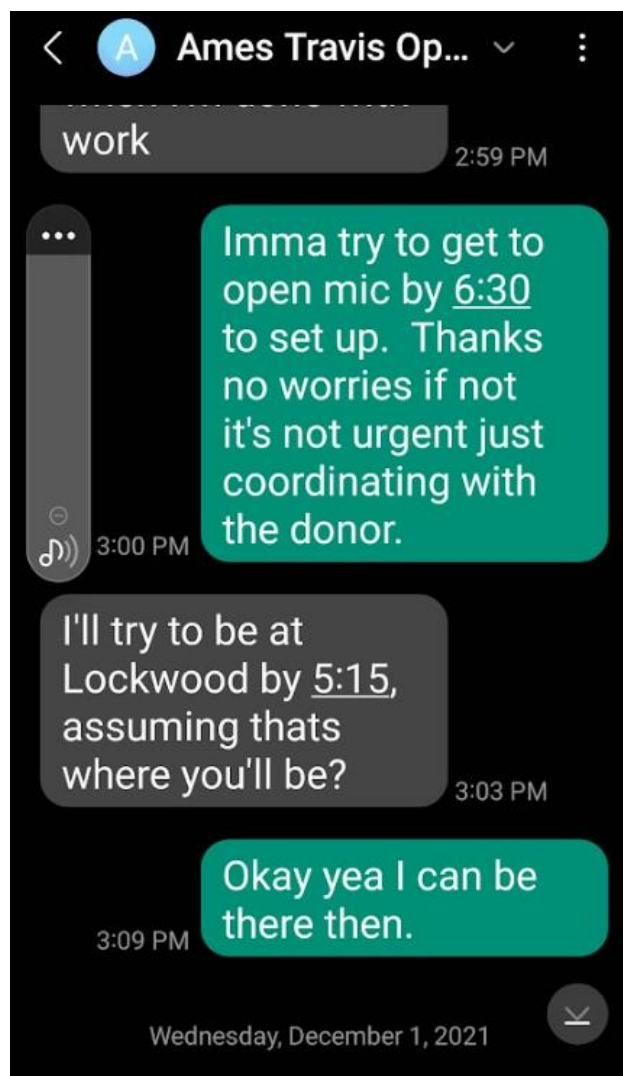
Key Excerpts — Nissen's ICRC Statement (May–July 2022)

¶ 1: Nissen alleged that Plaintiff:

1. Planned for a rain barrel without coordinating with others.
2. Assumed she could use SHEPH's money.
3. Complained to everyone that she couldn't use SHEPH's money.
4. Everyone asked for money, including Lockwood Café employees, customers, and people who came to events. This statement is echoed by Defendant Esker, as found in Exhibit F.

Exhibit C-21: Coordination with community member Audrey who offered to donate a rain barrel, and subsequent communication with local volunteer Travis re: hauling, and with Co-Owner of Lockwood Café, Austin Stewart, re: purchasing supplies related thereto (Winter 2021 – Spring 2022)





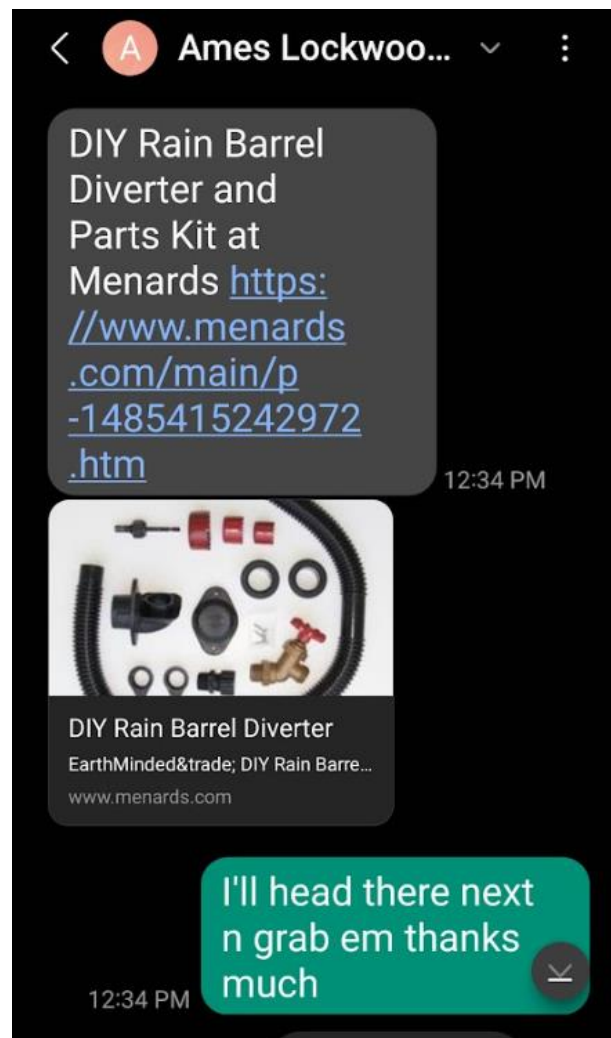
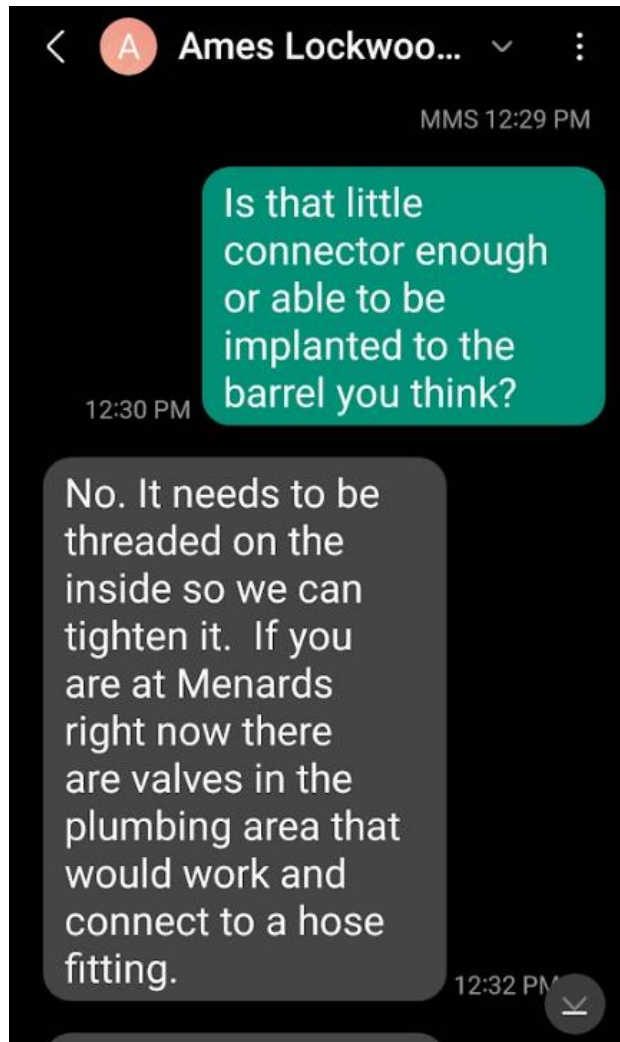
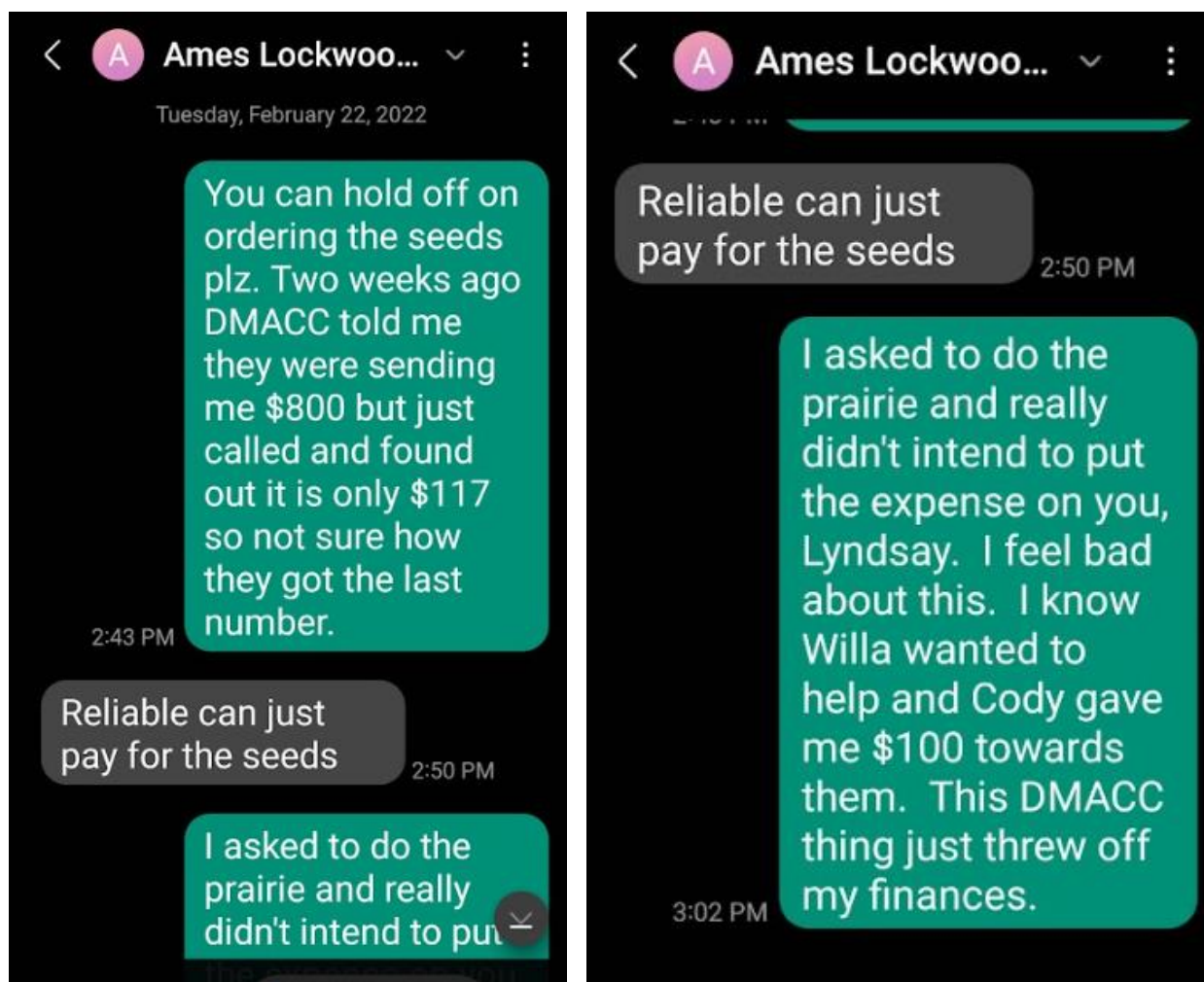


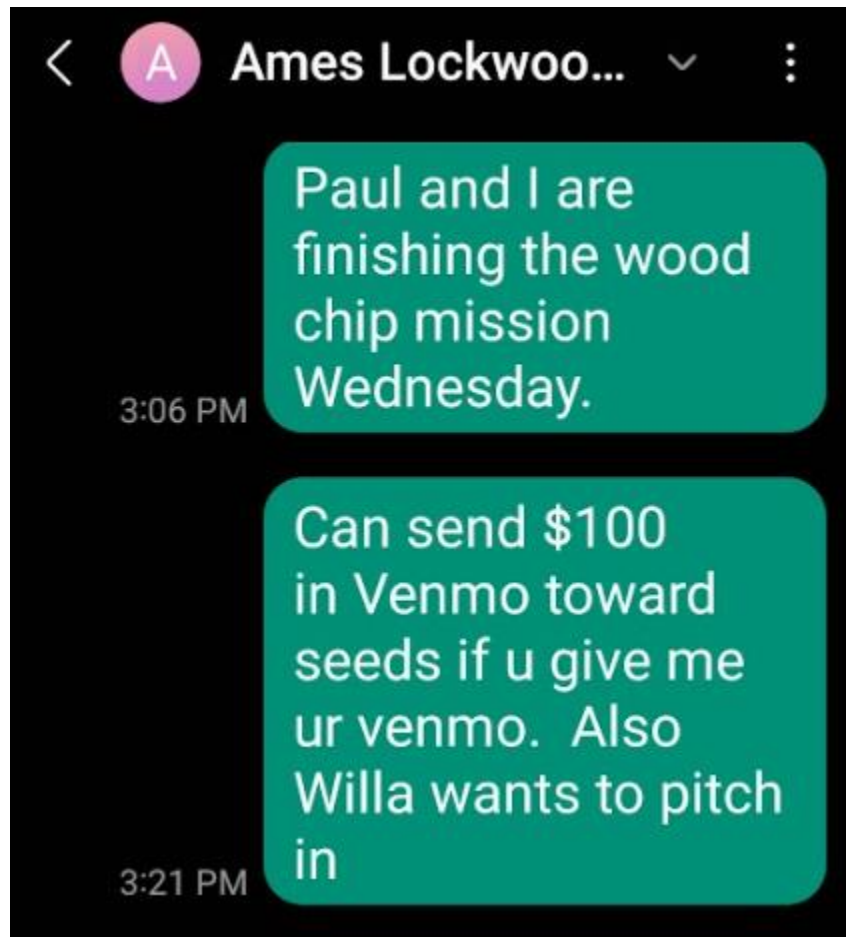
Exhibit C-22— Plaintiff requests Reliable Street's address for sending garden related products using her own money (February 18, 2022): Nissen provides address and implies authorization to order products only a month and a half prior to March 31 (accrual of initial cause of action)..

From (515) 357-9725 To Ames Lockwood Lyndsay open mic (515) 231-2907 Lockwood Willa (515) 745-4817	* I ordered seed potatoes and huitlacoche spores for the garden and had them sent to my parents' place in Ankeny. Wondering if I can use Reliable Street or Willa's address in case iorder something for the garden in the future.	Feb 18, 2022 9:34 AM
From (515) 357-9725 To Lockwood Willa (515) 745-4817	* Doing a load of wood chips later today. Found a volunteer with a truck on Facebook Ames People.	Feb 18, 2022 10:39 AM
From Ames Lockwood Lyndsay open mic (515) 231-2907 To (515) 357-9725 Lockwood Willa (515) 745-4817	* Yeah 4625 Reliable St Ames, IA 50014	Feb 18, 2022 7:03 PM
From Ames Lockwood Lyndsay open mic (515) 231-2907 To (515) 357-9725 Lockwood Willa (515) 745-4817	* ♦♦♦	Feb 18, 2022 7:03 PM
From (515) 357-9725 To Ames Lockwood Lyndsay open mic (515) 231-2907 Lockwood Willa (515) 745-4817	* Wonderful thank you ♦	Feb 18, 2022 7:04 PM

Exhibit C-23 — Plaintiff and Colville each pay Nissen \$100 via Venmo to share costs on prairie seeds (March 17, 2022): (documenting joint financial contribution toward prairie seeds prior to the March 31, 2022 incident).



Plaintiff's message to Nissen to hold off on ordering seeds. Nissen informs Plaintiff "Reliable can just pay for the seeds".



Plaintiff's message to Nissen regarding Colville and her boyfriend each pitching in \$100 toward prairie seeds. Nissen offered to pay the rest (~\$40).

From (515) 357-9725 To Lockwood Willa (515) 745-4817	Lyndsay-Nissen (Venmo)	Mar 17, 2022 3:40 PM
From (515) 357-9725 To Lockwood Willa (515) 745-4817	2907 (last 4 digits of her phone number)	Mar 17, 2022 3:40 PM
From Lockwood Willa (515) 745-4817 To (515) 357-9725	Love you 💎	Mar 17, 2022 3:56 PM

Plaintiff's message to Colville to provide Nissen's Venmo information. Colville responds "Love you <3".

Completed - 2022



+ \$70



Sondra Wilson

\$140.20 · Mar 17 · 

+ \$100



DJ

+ \$20.20

Comple

2021



+ \$20

Comple

2020



- \$10

Venmo
for
partial
payment
of prairie
seed.

Nissen message to the ICRC showing Plaintiff only paid for some of the seeds.

Greater Iowa
CREDIT UNION

Good Evening, Lyndsay Nissen

Basic Blue Checking XXXX9810

Last Updated: June 21, 2022 5:29 PM

Current Balance Available Balance

Transactions Details & Settings

Search transactions

*Prairie seed
transaction from
Personal Checking*

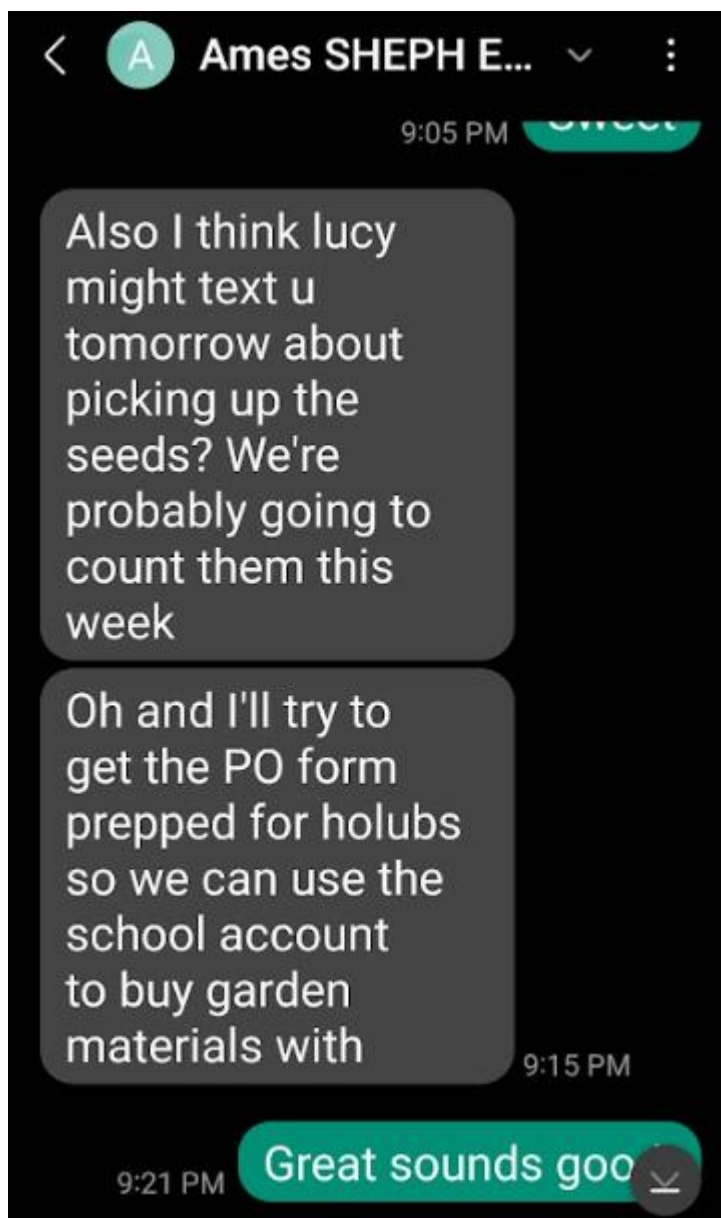
Date	Description	Amount
MAR 30 2022	County Processing WEST DES MOIN IA Ref:000019078926 Auth:307604 PurchDate:3/29/2022 12:00:00 AM	⋮
MAR 30 2022	STORY CO TREASURER NEVADA IA Ref:000023049968 Auth:307606 PurchDate:3/29/2022 12:00:00 AM	⋮
MAR 29 2022	HY VEE 1013 AMES IA Ref:000013860572 Auth:318685 PurchDate:3/29/2022 12:00:00 AM	⋮
MAR 29 2022	ALLEN DAN SEED COMP WINTERSET IA Ref:000009882685 Auth:273514 PurchDate:3/28/2022 12:00:00 AM	⋮ - 5242.13

Details:

Statement Description:
ALLEN DAN SEED COMP WINTERSET IA Ref:000009882685 Auth:273514 PurchDate:3/28/2022 12:00:00 AM
Date:

Notably, Defendant Nissen's ICRC statement omits co-defendant Colville's \$100 contribution toward prairie seeds. This omission is significant given Colville's clear, enthusiastic participation in both planning (Exhibit C-10) and financial support (Exhibit C-23). These records further undermine Defendants' claims that Plaintiff acted unilaterally or without authorization.

Exhibit C-24 — Confusion Around Finances; Plaintiff requests meeting for SHEPH, Nissen, Colville, and Martinez to discuss ideas (March 17, 2022).



SHEPH and Plaintiff discussed finances. Poag suggested products could be ordered from school account multiple times.



SHEPH informed Plaintiff that they had very few funds. Plaintiff suggested a plant sale.

From (515) 357-9725 To Ames Lucy SHEPH (515) 231-0890 Ames SHEPH Emily Hoag (515) 708-3030 (515) 708-8208 Lockwood Willa (515) 745-4817 (641) 751-3906	* Hey SHEPH and garden friends: Sondra here. I talked with Emily on the phone and it sounds like there's a hangup with the school or SHEPH purchasing garden supplies - like applying for funds months in advance which wasn't done and they won't reimburse for purchases. I've spent about \$400 this past couple weeks for items needed for the garden and frankly they needed purchased or it wouldn't get done. I saved receipts I'm just feeling like this is unfair and wondering who we can talk with at the school about how the funding process can be made practical.	Mar 25, 2022 2:50 PM
From (515) 357-9725 To Ames Lucy SHEPH (515) 231-0890 Ames SHEPH Emily Hoag (515) 708-3030 (515) 708-8208 Lockwood Willa (515) 745-4817 (641) 751-3906	* I know you're all busy with SATs and finals - not sure if some of your can meet with us and Lyndsay and talk through some of this so we can make a plan please.	Mar 25, 2022 3:10 PM
From Lockwood Willa (515) 745-4817 To Ames Lucy SHEPH (515) 231-0890 (515) 357-9725 Ames SHEPH Emily Hoag (515) 708-3030 (515) 708-8208 (641) 751-3906	* Have you talked to Lyndsay about this at all?	Mar 25, 2022 4:15 PM
From (515) 357-9725 To Ames Lucy SHEPH (515) 231-0890 Ames SHEPH Emily Hoag (515) 708-3030 (515) 708-8208 Lockwood Willa (515) 745-4817 (641) 751-3906	* Yes. And Austin.	Mar 25, 2022 4:15 PM
From (515) 357-9725 To Ames Lucy SHEPH (515) 231-0890 Ames SHEPH Emily Hoag (515) 708-3030 (515) 708-8208 Lockwood Willa (515) 745-4817 (641) 751-3906	* She suggested we meet again.	Mar 25, 2022 4:16 PM

By March, Plaintiff had paid for essential supplies to be prepared for spring planting. Plaintiff called together the volunteers to discuss ideas.

From (515) 357-9725
To Ames Lockwood Lyndsay open mic (515)
231-2907

Trying to arrange a meeting with SHEPH for when Willa feels better. Talked to Emily about it a week ago and they were too busy with SATs and finals, but I messaged them again today and said we really need a meeting:

Mar 25, 2022
3:36 PM

I spent about ~\$400 on garden supplies I think really were needed - apparently the school changed the way they fund the garden and supplies need to be applied for months ahead of time and they no longer reimburse for things already purchased. Just letting you know - I don't think that's what you were told when advertised the garden.

I asked them who I can talk to at the school about their funding procedures.

From Ames Lockwood Lyndsay open mic
(515) 231-2907
To (515) 357-9725

* Hmmmmm I don't really know what to tell you...

Mar 25, 2022
4:10 PM

Excerpt from Defendant Stewart's statement to the ICRC (see Exhibit A-4 for full statement):

On March 29th, Sondra came into Lockwood Cafe and asked if we could talk. In our conversation she brought up that she had spent \$400 on the garden and wanted to brainstorm ways to recover some of those costs. I explained that she should never spend any money without prior communication on who will be reimbursing her or to see if Reliable Street can get it donated or consider a different option. It was at this point I proposed a meeting between Lyndsay, Sondra, and I to discuss the garden space.

Key Takeaways from Exhibit C-24:

- During initial meetings SHEPH informed involved parties (Plaintiff, Martinez, Colville) that they had funds available for supplies.
- In spring, SHEPH informed Plaintiff that funding procedures had changed, and products needed to be ordered months in advance.
- Plaintiff texted group to discuss ideas for funding a few supplies that were still needed.

Conclusion — Exhibit C (Garden and Prairie Agreements)

1. Exhibits C-1 through C-24 document the existence, scope, and implementation of the Garden and Prairie Agreements between Plaintiff, Defendants, and related parties from **September 2021 through March 2022**, followed by **contradictory statements and allegations** made by Defendant Nissen in **May–July 2022**.

A. Pattern of Authorization and Reliance

2. As reflected in Exhibits C-2 through C-8, Defendant Nissen expressly approved Plaintiff's participation in the garden project, provided specific input regarding planning, and repeatedly acknowledged Plaintiff's leadership role. Communications during this period were friendly, collaborative, and reflected mutual trust and reliance.
3. Exhibits C-9 through C-12 show that both Nissen and Defendant Colville reviewed and approved the Prairie Proposal, offering support and assistance. This establishes that Plaintiff's prairie work was planned, known, and authorized by Defendants. **Pages 4 and 5 of Exhibit C-9** further demonstrate that the proposal was explicitly designed as a community project.
4. Exhibits C-13 through C-19 reflect Plaintiff's ongoing coordination with SHEPH representatives and community volunteers. No objections, reprimands, or concerns were documented during this period, further supporting that Plaintiff's actions were welcomed and expected.
5. Exhibits C-20 through C-24 demonstrate that Plaintiff and other parties shared financial responsibility for project materials. When funding procedures changed, Plaintiff properly requested a joint meeting to address remaining needs—consistent with her de facto managerial role.

B. Later Retaliatory and Defamatory Narrative

6. Exhibits C-1 and C-20 contain statements made by Nissen to the ICRC alleging that Plaintiff acted without authorization, was “obsessive,” and performed “unwanted” labor. These claims—**along with numerous additional allegations**—directly contradict the contemporaneous record described above.
7. Plaintiff asserts that these statements were made in retaliation for her ICRC complaint and were coordinated with other Defendants (see Exhibits B, D, E, and F). Nissen's language (“cornering,” “obsessive”) portrayed Plaintiff in a false and harmful light and omitted critical context regarding prior authorization and collaboration.
8. Plaintiff's call for a financial meeting (Exhibit C-24) was both appropriate and necessary, given Nissen's position as President of Reliable Street and co-owner of Love Club LLC.

Nissen’s later claim that Plaintiff made others “uncomfortable” discussing finances **mischaracterizes a routine and reasonable procedural action.**

C. Legal Relevance

9. The evidentiary record in Exhibit C demonstrates:
 - a. Defendants’ clear authorization of Plaintiff’s work and financial contributions;
 - b. Plaintiff’s reasonable reliance on those authorizations;
 - c. The cooperative and amicable nature of contemporaneous communications;
 - d. The materially inconsistent and retaliatory nature of later statements made by Nissen to the ICRC.
10. This record supports Plaintiff’s claims of **promissory estoppel, unjust enrichment, defamation, retaliation**, and related causes of action, and undermines Defendants’ allegations that Plaintiff acted unilaterally or without consent.

For these reasons, the Court should give substantial weight to this record as evidence of Defendants’ authorization, Plaintiff’s reliance, and the retaliatory nature of Defendants’ later statements.

No contemporaneous complaints, warnings, or boundary objections appear in the record prior to the ICRC filing.