

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

LAURA BELIN, BLEEDING HEARTLAND  
LLC, CLARK KAUFFMAN, IOWA  
CAPITAL DISPATCH, RANDY EVANS,  
AND IOWA FREEDOM OF  
INFORMATION COUNCIL,

Plaintiffs,

v.

GOVERNOR KIM REYNOLDS, MICHAEL  
BOAL, PAT GARRETT, ALEX MURPHY,  
and OFFICE OF THE GOVERNOR OF THE  
STATE OF IOWA,

Defendants.

Case No. CVCV062945

**SETTLEMENT AGREEMENT**

**I. DISMISSAL AND RELEASE**

1. This Settlement Agreement is made on the 6<sup>th</sup> day of June, 2023, by and between Laura Belin, Bleeding Heartland, LLC, Clark Kauffman, Iowa Capital Dispatch, Randy Evans, and Iowa Freedom of Information Council (collectively, "Plaintiffs" or, individually, "Named Plaintiff"), on the one part, and Governor Kim Reynolds, Michael Boal, Pat Garrett, Alex Murphy, and Office of the Governor of the State of Iowa (collectively, "Defendants"), on the other part.
2. In consideration of Defendants' entry into this Settlement Agreement and pursuant to its terms, Plaintiffs agree to:
  - a. Entry of an Order incorporating this Settlement Agreement, and
  - b. Dismissal of all their claims for declaratory and injunctive relief, and their alternative requests for order of mandamus, with prejudice.
3. In consideration of Plaintiffs' entry into this Settlement Agreement and pursuant to its terms, Defendants agree to:
  - a. Refrain from any future violations of Iowa Code chapter 22 for a period of one year with respect to any lawful request submitted under chapter 22 by a Named Plaintiff, consistent with Iowa Code section 22.10(3)(a) and Section II, below.
  - b. Pay \$135,136.00 in combined attorney fees and costs to Plaintiffs' counsel. Payment shall be mailed to:

American Civil Liberties Union of Iowa Foundation  
505 5th Avenue, Suite 808  
Des Moines, Iowa 50309-2317

4. In the event this Settlement Agreement is not accepted and adopted by the Court in whole, the Settlement Agreement will be considered void and Plaintiffs will have the right to proceed in this lawsuit against Defendants for all available relief.
5. The Parties agree that approval by the State Appeal Board is a condition precedent to this Settlement Agreement. It is agreed that the Attorney General's Office will recommend to the State Appeal Board that it approve this Settlement Agreement. The Parties agree that this Settlement Agreement will become a public record under Iowa Code chapter 22 upon approval of this Settlement Agreement by the State Appeal Board.
6. This Settlement Agreement is not and shall not in any way be construed as an admission of any of the Parties that any of the Parties violated any federal, state, or local laws, rules, or policies. The Parties have entered into this Settlement Agreement for the sole purpose of avoiding the burden, expense, delay, and uncertainties of proceeding through the litigation process.

## **II. ENFORCEMENT AND RETENTION OF JURISDICTION**

7. Upon entry of this Settlement Agreement by all parties, the Plaintiffs will file a Stipulated Motion for an Order Adopting Settlement Agreement and Otherwise Dismissing their Claims pursuant to Iowa Rule of Civil Procedure 1.943:
  - a. Accepting and adopting this Settlement Agreement;
  - b. Incorporating this Settlement Agreement into the Order entered on the stipulated motion;
  - c. Dismissing all claims provided in Section I, above;
  - d. Retaining jurisdiction to enforce the terms of this Settlement Agreement for one year from the date of the acceptance and adoption of this Settlement Agreement by the Court; during this term of retained jurisdiction, the Parties agree the Court may enter such further orders as it deems necessary to enforce the terms of this Settlement Agreement, including, pursuant to Iowa Code section 22.10(3)(a), to comply with the requirements of Iowa Code chapter 22, and, pursuant to Iowa Code section 22.10(3)(c), for the payment of all costs and reasonable attorney fees; and,
  - e. Providing that the Court's retained jurisdiction and this Settlement Agreement shall terminate automatically one year from the date of the acceptance and adoption of this Settlement Agreement by the Court.
8. If at any time Plaintiffs have a good-faith belief that Defendants are, or are reasonably likely to be, out of compliance with any provision of this Settlement Agreement related to fulfilling a request submitted under Chapter 22, Plaintiffs' counsel shall notify Defendants

and Defendants' counsel in writing. The notification shall state with particularity the facts and law in support of the allegation of non-compliance. The Parties agree to meet (in person, by videoconference, or telephonically), confer, and make good-faith efforts to resolve any disputes regarding compliance with this Settlement Agreement before instituting any compliance proceedings with the Court. If, after good-faith efforts, the Parties dispute whether there is non-compliance or how to remedy any such non-compliance, either Party may move for the Court to adjudicate compliance and to enter any such orders as the Court deems necessary to assure compliance.

9. This Settlement Agreement and any Order entered thereon shall be enforceable by all means provided by law. In any motion for compliance with this Settlement Agreement related to fulfilling a request submitted under Chapter 22, Defendants bear the burden of demonstrating full and effective compliance consistent with Iowa Code section 22.10(2) and Section II above.

### **III. ENTIRE AGREEMENT**

10. This Settlement Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof. No other prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between the Parties relating to the subject matter hereof and not embodied in this Settlement Agreement shall be of any force or effect.
11. This Settlement Agreement shall not be modified except in writing signed by all Parties hereto. If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall not be affected by such holding.

*[SIGNATURES FOLLOW]*

AGREED AND EXECUTED by:

All Plaintiffs: Laura Belin, Bleeding Heartland, LLC, Clark Kauffman, Iowa Capital Dispatch, Randy Evans, and Iowa Freedom of Information Council.

By: Rita Bettis Austen  
ACLU of Iowa Foundation, Inc.  
505 Fifth Ave., Ste. 808  
Des Moines, IA 50309-2317  
Telephone: (515) 243-3988  
Fax: (515) 243-8506  
Email: [rita.bettis@aclu-ia.org](mailto:rita.bettis@aclu-ia.org)

Attorney for Plaintiffs



Date: June 6, 2023

Rita Bettis Austen, AT0011558

All Defendants: Governor Kim Reynolds, Michael Boal, Pat Garrett, Alex Murphy, and Office of the Governor of the State of Iowa.

By: Samuel Langholz  
Chief Deputy Attorney General  
1305 E. Walnut Street  
Des Moines, IA 50319  
Telephone: (515) 281-5164  
Fax: (515) 281-4209  
Email: [sam.langholz@ag.iowa.gov](mailto:sam.langholz@ag.iowa.gov)

Attorney for Defendants



Date: 6/6/23

Samuel P. Langholz