

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement, effective as of March 18, 2024 (the “Effective Date”), is entered into between Plaintiff Laura Belin and Defendant Meghan Nelson, in her official capacity as Chief Clerk of the Iowa House of Representatives.

RECITALS

1. On January 19, 2024, Plaintiff filed a Verified Complaint for Declaratory and Injunctive Relief captioned *Laura Belin v. Meghan Nelson, in her official capacity as Chief Clerk of the Iowa House of Representatives*, Case No. 4:24-cv-00021-SHL-SBJ, in the United States District Court for the Southern District of Iowa (the “Action”).

2. Plaintiff’s Action alleged violations of the First and Fourteenth Amendments of the United States Constitution pursuant to 42 U.S.C. § 1983 related to the denial of press credentials for the 2024 legislative session in the Iowa House of Representatives.

3. On or about January 23, 2024, Defendant issued a permanent press pass to Plaintiff, granting her access to House of Representatives floor workspace for the 2024 legislative session.

4. In February 2024, Defendant updated the Iowa House Press Work Space Application Policy (the “Policy”) to state in relevant part, “Correspondents must be a full-time employee of a news organization: . . . Whose principal business is the regular gathering and dissemination of original news to a broad segment of the public,” and eliminated reference to the dissemination of “nonpartisan” news in this sentence.

5. The Parties agree that it is in their mutual best interest to fully and finally resolve all disputes between them, including but not limited to the disputes and claims for relief alleged in the Action, pursuant to the terms of this Agreement.

AGREEMENT

THEREFORE, in consideration of the acts, promises, agreements, and covenants set forth herein, the Parties agree as follows:

A. Incorporation of Recitals.

1. All above recitals are incorporated as material terms of this Agreement.

B. Non-Admission of Fault.

1. Defendant admits no liability, guilt, or fault related to the Action. Defendant does not concede the Plaintiff would be or is the prevailing Party. The Parties agree to amicably resolve this matter without assignment of blame.

C. The Parties’ Responsibilities.

1. Within 10 days of Effective Date, Defendant will revise the Policy to add the following language: “A denial or revocation of work space will be accompanied by

notice from the Chief Clerk of the House of the policy criteria the applicant failed to meet” (“Notice Requirement”). This revision to the Policy will substantially conform to the draft version of the Policy attached hereto as Attachment 1.

2. Defendant will retain the revision to the Policy described in Paragraph 4 of the Recitals as also shown in Attachment 1.

3. The Chief Clerk will not revise the Policy to reincorporate the “nonpartisan” language of the prior Policy or remove the Notice Requirement.

4. The Parties agree no waiver of any immunity or defense relating to the Action has occurred or will occur as a result of this Agreement. The parties acknowledge that this Agreement does not affect the House’s power to set its rules, policies, practices, or procedures, including over access to the House floor. This Agreement shall not be construed to affect the Chief Clerk’s ability to otherwise revise the Policy, so long as such revisions do not violate the terms of this Agreement.

5. The Chief Clerk enters this agreement on behalf of herself only, not on behalf the Iowa House of Representatives or its leadership.

6. Without admitting liability or conceding that Plaintiff is the prevailing party, Defendant agrees to pay Plaintiff \$49,004 in attorneys’ fees and costs.

7. The Parties acknowledge this Release and Settlement Agreement is a public record pursuant to Iowa Code Chapter 22 and other pertinent statutory provisions.

8. The Parties acknowledge that approval of the full settlement amount by the State Appeal Board for the State of Iowa is a condition precedent to enforcement of this Agreement.

9. Plaintiff will file a Dismissal with Prejudice upon (1) Defendants’ payment of the agreed attorneys’ fees and costs; and (2) Plaintiff’s receipt of written confirmation that the Policy has been revised as contemplated in this Agreement.

D. Release Provisions.

1. Upon the filing of the Dismissal with Prejudice contemplated by Section C.9 above, the Parties agree to release, discharge, and forever hold the other harmless from all within and related presently existing claims, demands, or suits, known or unknown, fixed or contingent, liquidated or unliquidated, whether or not asserted in the Action as of this date. This mutual release runs to the benefit of all attorneys, agents, employees, officers, directors, shareholders, subsidiaries, and partners of the Parties.

2. The Parties understand and acknowledge that the facts and law upon which the foregoing releases are based may hereafter turn out to be other than or different from the facts and law now known or believed to be true. They assume the risk that the facts and law might be different and agree that such a difference will not terminate or entitle a party to rescind this Agreement.

E. Capacity of the Parties.

1. The Parties individually warrant that each has the power, capacity, and authority to enter into this Agreement, and that no claim released by this Agreement has been or will be assigned to any third parties who are not signatories to this Agreement.

(Signature block begins on next page)