

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF IOWA  
CENTRAL DIVISION

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JALESHA JOHNSON; LOUISE  
BEQUEAITH; BRAD PENNA; BRANDI  
RAMUS; and HALEY JO DIKKERS,

Plaintiffs,

v.

STEPHAN K. BAYENS, COMMISSIONER  
OF THE IOWA DEPARTMENT OF PUBLIC  
SAFETY, in his official and individual  
capacities; LIEUTENANT STEVE  
LAWRENCE, IOWA STATE PATROL  
DISTRICT 16 COMMANDER, in his official  
and individual capacities; SERGEANT TYSON  
UNDERWOOD, ASSISTANT DISTRICT 16  
COMMANDER, in his individual capacity;  
IOWA STATE PATROL TROOPER DURK  
PEARSTON, in his individual capacity; and  
IOWA STATE PATROL TROOPER JOHN  
DOE #1, in his individual capacity,

Defendants.

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**No. 4:20-cv-00306-RGE-SHL**

**ORDER DISMISSING ACTION AND  
ADOPTING SETTLEMENT  
AGREEMENT**

Now before the Court is Plaintiffs' motion for an Order dismissing the action and adopting the parties' settlement of this lawsuit on claims brought by Plaintiffs against Defendants. ECF No. 34; *see also* Pls.' Ex. A Supp. Mot. Stipulated Dismissal, ECF No. 34 at 5–8 (executed Settlement Agreement). The parties executed the Settlement Agreement on June 15, 2021, and the Iowa State Appeal Board approved the Settlement Agreement on August 2, 2021. Having reviewed the Settlement Agreement, the Court **FINDS**:

That the Settlement Agreement is fair, reasonable, and adequate under the circumstances of this lawsuit and is approved.

**IT IS ORDERED** that the Settlement Agreement, incorporated herein by reference, between Plaintiffs and Defendants is approved and adopted.

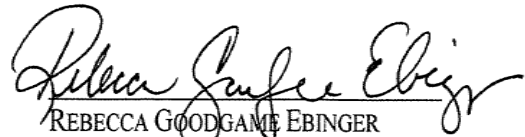
**IT IS FURTHER ORDERED** that the Court shall retain jurisdiction to enforce the terms of the Settlement Agreement.

**IT IS FURTHER ORDERED** that Plaintiffs' claims against Defendants are **DISMISSED** in accordance with the Settlement Agreement.

The parties are responsible for their own costs.

**IT IS SO ORDERED.**

Dated this 17th day of August, 2021.

  
REBECCA GOODGAME EBINGER  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF IOWA  
CENTRAL DIVISION

**JALESHA JOHNSON ET AL.,**

Plaintiffs,

v.

**STEPHAN K. BAYENS ET AL.,**

Defendants.

No. 4:20-cv-306

**SETTLEMENT AGREEMENT**

**SETTLEMENT AGREEMENT**

**I. Dismissal and Release**

1. This Settlement Agreement and Release ("Settlement Agreement") is made on the 14th day of June, 2021 by and between Jalesha Johnson, Louise Bequeaith, Brad Penna, Brandi Ramus, and Haley Jo Dikkers (hereinafter "Plaintiffs"), and Stephan K. Bayens, Steven Lawrence, Tyson Underwood, and Durk Pearston (hereinafter "Defendants") (collectively, the "Parties").
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 agreement and dismissing all their claims for declaratory or injunctive relief, without prejudice, as set forth in Section III of this Settlement Agreement, below.
  - b. Entry of an Order incorporating this agreement and dismissing all their remaining claims for compensatory and punitive damages, with prejudice.
3. In consideration of Plaintiffs' entry into this Settlement Agreement, and pursuant to its terms, Defendants agree to:
  - a. Withdraw all verbal and written bans, which Defendants have alternatively referred to as trespass notices and/or trespass warnings, which Defendants previously issued to Plaintiffs and other persons receiving such notices on and after July 1, 2020. Defendants agree to mail written notices to all such Plaintiffs and other persons receiving such notices stating that:

- i. Defendants are withdrawing the verbal and written bans which Defendants previously issued on and after July 1, 2020.; and
  - ii. The Recipient may continue to enter and use the Iowa Capitol Complex on the same basis and under the same terms as any other law abiding member of the public.
- b. Refrain from issuing, verbally and/or in writing, future such bans, which Defendants have alternatively referred to as trespass notices and/or trespass warnings, from the traditional and designated public forum spaces of the Iowa Capitol Complex, according to the following:
  - i. Defendants agree that no individual or group of individuals engaged in activities protected by the First Amendment may be banned and/or issued a trespass notice or trespass warning prohibiting them from future use of, or entrance to, the traditional public forum spaces of the Iowa Capitol Grounds. Defendants agree Iowa Code section 716.8(1) does not provide a statutory basis upon which an individual or group of individuals may be banned and/or issued a trespass notice or trespass warning prohibiting them from future use of, or entrance to, the traditional public forum spaces of the Iowa Capitol Grounds.
  - ii. This agreement shall not, and is in no way intended to, interfere with or limit in any way any of the following:
    1. the issuance or enforcement of any court Order;
    2. lawful orders to disperse given by law enforcement;
    3. lawful, generally applicable and reasonable time, place, manner restrictions governing the general public's use of the Iowa Capitol Grounds; and/or
    4. lawful arrest or citation of any person for any criminal offense.
- c. The Iowa Department of Public safety agrees to continue its training of law enforcement personnel assigned to Iowa State Patrol Post 16 in areas relating to the First Amendment. Counsel for Plaintiffs have been provided information related to the content of the training.
- d. Pay \$5,000.00 each, meaning \$25,000 total, to Jalesha Johnson; Louise Bequeaith; Brad Penna; Brandi Ramus; and Haley Jo Dikkers. Payment shall be mailed to:

Nate Mundy  
Mundy Law Office, P.C.  
317 6<sup>th</sup> Ave., Suite 1300  
Des Moines, IA 50309
- e. Pay \$45,000.00 combined attorney's fees to Plaintiffs' counsel. Payment shall be mailed to:

Nate Mundy  
Mundy Law Office, P.C.  
317 6<sup>th</sup> Ave., Suite 1300

Des Moines, IA 50309

**II. Entire Agreement**

4. This Settlement Agreement shall constitute the entire integrated agreement of the Parties. No prior drafts or prior contemporaneous communications, oral or written, shall be relevant or admissible for any purpose in this litigation or any other proceeding.

**III. Enforcement and Retention of Jurisdiction**

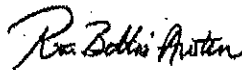
5. The existing Preliminary Injunction entered in the above captioned case shall remain in place and be extended as necessary for the purpose of affording the parties time to request and the Court to consider entry of an Order approving and adopting the Agreement. In the event the Agreement is not accepted and adopted by the Court in whole, the agreement will be considered void and Plaintiffs will have the right to proceed in their litigation against Defendants under the existing Preliminary Injunction.
6. Upon entry into this Settlement Agreement by all Parties, the Plaintiffs will move for a Stipulated Dismissal pursuant to Fed. R. Civ. P. 41(a)(ii):
- a. Approving and adopting this Settlement Agreement;
  - b. Incorporating this Settlement Agreement into the Order entered on the uncontested motion;
  - c. Retaining jurisdiction to enforce its terms if necessary; and
  - d. Dismissing all claims provided in Section I(2)(b), above.
7. In accordance with Fed. R. Civ. P. 65, any Order entered pursuant to this Settlement Agreement shall bind, upon actual notice, the Parties, the Parties' officers, agents, servants, employees, and attorneys, and any other persons who are in active concert or participation with the Parties and their agents.
8. This Settlement Agreement and any Order entered thereon shall be enforceable by all means provided by law. At all times, the Defendants bear the burden of demonstrating full and effective compliance with this Settlement Agreement. Plaintiffs will consult with Defendants and make a good faith attempt to resolve any dispute regarding compliance with this Settlement Agreement before instituting enforcement proceedings with the Court.

AGREED AND EXECUTED by:

All Plaintiffs: Jalesha Johnson; Louise Bequeaith; Brad Penna; Brandi Ramus; and Haley Jo Dickers

By: Rita Bettis Austen  
ACLU of Iowa  
505 Fifth Ave., Ste. 808  
Des Moines, IA 50309-2317  
Telephone: (515) 207-0567  
Fax: (515) 243-8506  
Email: [Rita.Bettis@aclu-ia.org](mailto:Rita.Bettis@aclu-ia.org)

Attorney for Plaintiffs



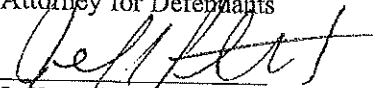
Rita Bettis Austen, AT0011558

DATE: June 14, 2021

All Defendants, in their individual and official capacities: Stephan K. Bayens, Steven Lawrence, Tyson Underwood, and Durk Pearston

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State of Iowa  
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Attorney for Defendants



Jeffrey C. Peterzalek, AT0006274

DATE: 6/15/21