

IN THE IOWA DISTRICT COURT FOR SCOTT COUNTY

PETER OLSEN,)	Case No. LACE137498
)	
Plaintiff,)	
)	
v.)	DEFENDANTS LAURA BELIN
)	AND BLEEDING HEARTLAND,
MARIE GLEASON, LAURA BELIN, and)	LLC’S ANSWER TO PLAINTIFF’S
BLEEDING HEARTLAND, LLC,)	PETITION – JURY DEMANDED
)	
Defendants.)	

Defendants Laura Belin and Bleeding Heartland, LLC, by and through the undersigned counsel, and for their Answer to Plaintiff’s Petition – Jury Demanded, state:

Parties, Jurisdiction, and Venue

1. Plaintiff Peter Olsen is a natural person and a resident of Scott County, Iowa.

ANSWER: The allegations in paragraph 1 are denied for lack of knowledge.

2. Defendant Marie Gleason is a natural person and a resident of Scott County, Iowa. Defendant Laura Belin is a natural person and a resident of Polk County, Iowa. Defendant Bleeding Heartland, LLC is an Iowa Limited Liability Company. Belin is the sole member of Bleeding Heartland, LLC.

ANSWER: Defendants admit Laura Belin is a natural person and a resident of Polk County, Iowa. Defendants further admit Bleeding Heartland, LLC is an Iowa limited liability company of which Laura Belin is the sole member. Upon information and belief, Defendants admit Maria Gleason is a resident of Scott County.

3. Because one defendant is a resident of Scott County, Iowa and the conduct causing injury and the resulting damage occurred in Scott County, Iowa, venue is proper in this Court.

ANSWER: The allegations of paragraph 3 are denied for lack of knowledge. Defendants, however, object to a personal action being brought against them in a county where they do not reside and hereby reserve their right under Iowa Code § 616.20 to seek dismissal and reasonable compensation for the trouble and expense in attending at the wrong county should the claim against Defendant Gleason be dismissed, a judgment rendered in her favor, or Plaintiff fails to obtain a judgment against her.

Factual Background

4. Plaintiff is a parent in the Pleasant Valley School District. During the 2021-22 academic year, the district received a complaint from a different parent about the inclusion of the book *All Boys Aren't Blue* in the district curriculum because, in part, the book includes graphical depictions of minors engaged in sexual acts.

ANSWER: Defendants admit the Pleasant Valley School District received a request from an individual to remove the book *All Boys Aren't Blue* due to her personal objections to the book. Defendants deny the remainder of paragraph 4 due to lack of knowledge.

5. Following school board policy, the Pleasant Valley School District Reconsideration Committee met to take information on the complaint for the purpose of making a recommendation about whether the book should be retained or removed as curricular material. The committee met on April 29, 2022, at the school district's offices for a public meeting. Both plaintiff and defendant Gleason were in attendance. During introductory remarks, the committee chairperson described the purpose of the meeting was to get input from the school district community.

ANSWER: The allegations of paragraph 5 are admitted.

6. During the public meeting, plaintiff spoke in support of the removal of *All Boys Aren't Blue* from the curriculum. Mindful of the meeting's purpose to provide community input

to the superintendent and school board, plaintiff stated that the board would be held accountable for its decisions and that he would hold their names accountable for their vote.

ANSWER: Defendants admit Plaintiff spoke at the meeting in favor of removing *All Boys Aren't Blue* and told the committee it would be held accountable for its decisions and he would hold their names accountable to this vote. Defendants deny any remaining allegations in paragraph 6.

7. After deliberations, the committee recommended that *All Boys Aren't Blue* remain in the curriculum.

ANSWER: The allegations of paragraph 7 are admitted.

8. On May 14, 2022, defendant Gleason wrote an article¹ titled “How one Iowa school district rebuffed attempted book ban” published on the website of *Bleeding Heartland*.² The website is under the control of defendant Belin and is owned by defendant Bleeding Heartland, LLC. A copy of the May 14, 2022, article is attached as Exhibit A.

ANSWER: Defendants admit Defendant Gleason wrote an article titled, “How one Iowa school district rebuffed attempted book ban,” which was published on *Bleeding Heartland* on May 14, 2022. Defendants further admit Laura Belin manages the publication of articles on the website *Bleeding Heartland* and Bleeding Heartland, LLC owns the website. Any remaining allegations in paragraph 8 are denied.

9. Defendant Belin is the owner, operator, and primary reporter for *Bleeding Heartland*. Defendant Belin devotes her full-time professional efforts to gathering, writing, and editing news content and commentary for *Bleeding Heartland* which in 2023 alone, published

¹ <https://perma.cc/HB9J-PGMA>

² www.bleedingheartland.com

498 news articles and commentaries featuring the work of more than 125 authors. The website typically gets 2,000 to 5,000 or more unique daily visitors, including lawmakers, staffers, and other insiders. During the 2023 legislative session, the website got between 88,000 and 119,000 monthly views.

ANSWER: Defendants admit Laura Belin is the operator and primary reporter for *Bleeding Heartland*. Defendants admit Laura Belin devotes her full-time professional efforts to gathering, writing, and editing the news content and commentary for *Bleeding Heartland* and that in 2023 *Bleeding Heartland* published 498 news articles and commentaries featuring the work of more than 125 authors. *Although Bleeding Heartland* generally receives approximately 2,000 to 5,000 or more unique daily visitors when the Iowa Legislature is in session, upon information and belief the website does not average that amount of unique daily visitors year-round. Thus, upon information and belief, to the extent Plaintiff alleges *Bleeding Heartland* receives 2,000 to 5,000 or more unique daily visitors every day, year-round, that allegation is denied. Defendants admit the *Bleeding Heartland* website received approximately between 88,000 to 119,000 monthly views during the 2023 Iowa legislative session. Defendants deny Laura Belin directly owns the *Bleeding Heartland* website; rather Bleeding Heartland, LLC owns the website and Laura Belin is the sole member of Bleeding Heartland, LLC.

10. Defendant Belin's work enjoys a strong reputation among Iowa journalists. Information that appears on *Bleeding Heartland* is regularly seen by individuals involved in the crafting of public policy in the State of Iowa.

ANSWER: Upon information and belief, the allegations in paragraph 10 are admitted.

11. Defendant Belin solicits reader contributions to support her reporting and publishing activities. Defendant Belin is entitled to all distributions and profits from Bleeding

Heartland. Defendant Belin is paid a full-time salary for her reporting on Bleeding Heartland. Defendant Belin exercises editorial control over all news articles and commentaries that appear on *Bleeding Heartland*.

ANSWER: The allegations of paragraph 11 are admitted.

12. The May 14, 2022, article published on *Bleeding Heartland* described the April 29, 2022, meeting of the Pleasant Valley School District Reconsideration Committee.

ANSWER: Defendants admit the May 14, 2022 article in part generally discussed the April 29, 2022 committee meeting. Any remaining allegations in paragraph 12 are denied.

13. The May 14, 2022, article included the following statement about plaintiff:

As if trying to ban a book weren't bad enough, Peter Olsen of Bettendorf threatened the committee with a comment along the lines of, "I know who you are, and I know where you live."

ANSWER: Defendants state the article referenced in paragraph 13 speaks for itself. Any remaining allegations in paragraph 13 are denied.

14. As revealed by the audio recording of the meeting, the accusation that plaintiff made "a comment along the lines of, 'I know who you are, and I know where you live.'" is false. Plaintiff did not make that statement or any similar statement.

ANSWER: The allegations of paragraph 14 are denied.

15. Because defendant Gleason was present at the April 29, 2022, meeting she had actual knowledge that the claim made in her May 14, 2022, article was false.

ANSWER: Defendants admit Defendant Gleason was at the April 29, 2022 meeting. Defendants deny the remaining allegations in paragraph 15.

16. Defendant Belin never contacted plaintiff to verify the allegation made against him in the May 14, 2022, article. If Belin had done so, she would have learned that the allegation in defendant Gleason's article was false.

ANSWER: Defendants admit Laura Belin did not contact plaintiff regarding the May 14, 2022 article. The remaining allegations of paragraph 16 are denied.

17. Upon information and belief, defendant Belin did not obtain a copy of the audio recording of the April 29, 2022, meeting to verify the claim made by defendant Gleason.

ANSWER: Defendants admit Laura Belin did not obtain a copy of the audio recording of the April 29, 2022 meeting prior to publishing the May 14, 2022 article, but deny she had any obligation to do so. The reporter was personally present.

18. Because of Belin's exercise of editorial control over the content in Bleeding Heartland, she and Bleeding Heartland, LLC are responsible for the publishing of the false statement in defendant Gleason's May 14, 2022, article.

ANSWER: Defendants admit Laura Belin has editorial control over Bleeding Heartland and that an article written by Defendant Gleason was published on May 14, 2022, but deny the remaining allegations in paragraph 18.

19. The publication of the false statement about plaintiff caused harm to his reputation in the community.

ANSWER: The allegations in paragraph 19 are denied.

20. This harm to reputation included, but is not limited to, an October 12, 2023, incident where a Pleasant Valley School District teacher complained to her classes about individuals who objected to certain books in schools. The teacher identified plaintiff by name and said he had threatened the book review committee by stating that he knew who they were and where they lived. The students who heard this false information expressed immediate concern and alarm.

ANSWER: The allegations in paragraph 20 are denied for lack of knowledge.

21. The harm to plaintiff's reputation was exacerbated by a November 7, 2023, article³ in the Pleasant Valley School District student newspaper, Spartan Shield, about the 2023 school board election in which plaintiff was a candidate. The article discussed the four seats up for election, the issues in the election (including the district's continued use of sexually explicit materials such as *All Boys Aren't Blue*), and the claim that, "Olsen's behavior at a book ban deliberation last year has come into question..." The article included a hyperlink to defendant Gleason's May 14, 2022, article. It should be noted that the student journalist, unlike defendants Gleason and Belin, included the word "allegedly" to describe the claim that Olsen had threatened the committee.

ANSWER: Defendants admit the Pleasant Valley School District student newspaper published an article that discussed an upcoming 2023 school board election. Defendants deny the article was published on November 7, 2023, as the link included at footnote 3 states it was published October 26, 2023. The article speaks for itself and the allegations in paragraph 21 are denied to the extent they conflict with the article cited. Any remaining allegations in paragraph 21 are denied.

22. Because of this harm to his reputation, the plaintiff suffered emotional distress and humiliation. The value of the harm done to plaintiff is more than the jurisdictional amount for a small claim. *See* Iowa Code § 631.1(b).

ANSWER: The allegations in paragraph 22 are denied.

Count I – Libel

23. Defendant Gleason published a statement about plaintiff that she knew was false and with reckless disregard for its truth or falsity.

³ <https://perma.cc/M8RZ-EJBH>

ANSWER: The allegations in paragraph 23 are denied.

24. Defendants Belin and Bleeding Heartland, LLC, published a statement about plaintiff that they knew was false and with reckless disregard for its truth or falsity.

ANSWER: The allegations in paragraph 24 are denied.

25. The statement published about plaintiff was not a matter of public concern.

ANSWER: The allegations in paragraph 25 are denied.

26. The plaintiff suffered damage because of the actions of the defendants.

ANSWER: The allegations in paragraph 26 are denied.

27. Plaintiff demands jury trial of his claims.

ANSWER: Defendants admit that Plaintiff purports to demand a jury as stated in paragraph 27.

WHEREFORE, Defendants respectfully request the Court enter judgment in their favor and award them such other relief as this Court deems just and equitable.

AFFIRMATIVE DEFENSES

1. Plaintiff failed to mitigate and/or minimize his damages.
2. Plaintiff's claims are barred, in whole or in part, based on truth and/or the substantial truth doctrine.
3. Plaintiff's claims are barred, in whole or in part, by the doctrine of laches.
4. Plaintiff's claims are barred, in whole or in part, by the doctrines of waiver, estoppel, and estoppel by acquiescence.
5. Plaintiff's claims are barred, in whole or in part, by the doctrine of unclean hands.
6. Plaintiff's claims are barred, in whole or in part, because the doctrine of opinion.

BELIN McCORMICK, P.C.

/s/ Michael R. Reck

Michael R. Reck AT0006573
Christopher J. Jessen AT0013075

666 Walnut Street, Suite 2000
Des Moines, IA 50309-3989
Telephone: (515) 283-4645
Facsimile: (515) 558-0645
mrreck@belinmccormick.com
cjessen@belinmccormick.com

ATTORNEYS FOR DEFENDANT LAURA
BELIN and BLEEDING HEARTLAND, LLC

CERTIFICATE OF SERVICE

I hereby certify that on April 8, 2024, I electronically filed the foregoing with the Clerk of Court using the Iowa Electronic Document Management System which will send a notice of electronic filing to the following:

Alan R. Ostergren
ALAN R. OSTERGREN, PC
500 East Court Avenue, Suite 420
Des Moines, Iowa 50309
alan.ostergren@ostergrenlaw.com

Signature: /s/ V. Drake
B1711\0001\4403244