

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

CRIS CHRISTENSON, CONNOR CHRISTENSON, ACCO UNLIMITED CORPORATION, ANDREW C. CHRISTENSON REVOCABLE LIVING TRUST, Plaintiffs, v. JAMES ALBERT, ELAINE OLSON, JONATHAN ROOS, DANIEL JESSOP, LEAH RODENBERG, and ERIKA ECKLEY, Defendants.	No. 25-CV-434 COMPLAINT
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Parties, Jurisdiction, and Venue

1. Acco Unlimited Corporation (“Acco Unlimited”) is an Iowa for-profit corporation with its principal place of business located in Johnston, Iowa. It is a closely held family corporation owned by the Andrew C. Christenson Revocable Living Trust (“Trust”). Cris Christenson and Connor Christenson are natural persons who are citizens of the State of Iowa.

2. James Albert, Elaine Olson, Jonathan Roos, Daniel Jessop, and Leah Rodenberg are the members of the Iowa Ethics and Campaign Disclosure Board (“IECDB”). Each is an appointee of the Governor of the State of Iowa and confirmed by the Iowa Senate. Erika Eckley is the executive director of the IECDB.

In that role she is the individual responsible for carrying out decisions and orders of the IECDB. Eckley is also responsible for directing IECDB staff to conduct preliminary investigations before the IECDB would vote to undertake a formal investigation or initiate a contested case. Each is sued solely in his or her official capacity.

3. This Court has jurisdiction under 28 U.S.C. §§ 1331 and 1343, and 42 U.S.C. § 1983.

4. Venue in this Court is appropriate under 28 U.S.C. § 1391 because the conduct giving rise to this action occurred in this judicial district and the defendants live and have their principal places of business in this judicial district.

Factual Background

5. Cris Christenson and Connor Christensen¹ are trustees of the Trust. The Trust owns the real property on which the Acco Unlimited has a warehouse, offices, equipment, and supplies. The property's address is 5105 NW Johnston Dr., Johnston, Iowa 50131. Cris is authorized by the instruments forming the Trust to make all decisions on behalf of the Trust and Acco Unlimited.

6. Acco Unlimited is a long-standing family business in Johnston. Its founder, Andrew Christenson (the father and grandfather of Cris and Connor) built the business from nothing. It now employs individuals in four states including Iowa.

7. Cris supports a slate of candidates on the November 4, 2025, ballot for positions for members of the Johnston Community School District Board. The

¹ For clarity, the Christensons will be referred to by first name for the remainder of this Complaint.

candidates include Cris' son, Connor, and two other individuals: Alicia Penner and Patrick Green.

8. To support the candidacy of his preferred candidates, Cris placed campaign signs for Connor, Penner, and Green on property that Acco Unlimited occupies within the Johnston school district.

9. On October 17, 2025, the IECDB received a formal complaint about the campaign signs on the Acco Unlimited property from Sara Hayden Parris.

10. Parris is an activist in the Johnston, Iowa area and is publicly opposed to the school board candidacy of Connor, Penner and Green.

11. IECDB staff contacted Cris to inform him of the complaint about signs that advocated for the election of school board candidates in the Johnston school district. Cris explained that the property was owned by a revocable trust. IECDB staff informed Cris that the fact that a corporation occupied the property meant that the signs could not be displayed.

12. IECDB staff also contacted Connor, Penner, and Green to tell them to remove the signs from the Acco Unlimited property. Each initially refused to do so because IECDB staff had not adequately explained the legal basis for their demand.

13. On October 27, 2025, IECDB director Eckley presented the complaint to the IECDB at a public meeting and requested board authorization to initiate a formal investigation of the complaint. The IECDB voted to authorize staff to initiate a formal investigation and scheduled a meeting the following day about the matter.

14. On October 28, 2025, Cris, Connor, Penner, and Green removed the campaign signs from the Acco Unlimited property

15. On October 28, 2025, the IECDB held a meeting to receive the results of the staff investigation. Eckley prepared a memo of the results of the staff investigation and briefed the members. Eckley informed the IECDB that the signs had been removed by approximately 5:00 p.m. on October 28.

16. During the October 28 meeting, board chair Albert invited comments from other board members about how the matter should be handled because the signs had been removed.

17. Board vice-chair Olsen commented in response that she was concerned about the amount of staff time that had been involved in the matter because of the initial reluctance of Christenson and the candidates to remove the signs.

18. Albert then commented that the board should issue a reprimand because Christenson and the candidates had “defied” the board’s attorneys when first contacted. Albert also stated the board needed to do “some measure of accountability” to prevent the signs from going back up.

19. Board member Roos stated a reprimand would be appropriate to communicate that the board “would not tolerate this.”

20. Board member Jessop described the situation as involving “willful defiance” because a belief that Christenson and the candidates “knew the law better than the lawyers.” Jessop said that they should not “poke the bear.”

21. Albert then commented that when the board’s staff lawyers had discussed the matter with him before the meeting, they used the word “defiance” to describe the initial refusal to remove the signs.

22. Albert described a reprimand from the board as a “consequence” and a promise that any violation of this nature in the future “will be dealt with swiftly” by the board. This comment received agreement from the other board members.

23. Albert invited a motion from Olson to issue a reprimand to Acco Unlimited and the three candidates and to warn them of future consequences for a similar violation. Olson agreed to the motion which was seconded by Roos. The motion carried unanimously. Albert directed Eckley to prepare a written reprimand to be issued the following day.

24. Cris was deprived by the actions of the defendants of his ability to advocate for candidates of his choice from property occupied by a corporation that he controls.

25. Connor was deprived by the actions of the defendants of his ability to communicate his message to potential voters and to associate himself with a well-regarded Johnston family business.

26. The Trust and Acco Unlimited were deprived by the actions of defendants to associate with reputable candidates who will implement policies at the local level that they find agreeable and to communicate their support of those candidates to potential voters.

27. While the speech and associative activity of each plaintiff was focused on the 2025 school election, each plaintiff intends to engage in similar activity in the future. Each plaintiff wishes to engage in similar activity in the 2026 primary and general elections in Iowa and in elections that follow.

Legal Background

28. The IECDB claimed Iowa Code § 68A.406(2)(a)(2) justified its actions against the plaintiffs. That code section states:

2. a. Campaign signs shall not be placed on any of the following:

* * *

(2) Property owned, leased, or occupied by a prohibited contributor under section 68A.503 unless the sign advocates the passage or defeat of a ballot issue or is exempted under subsection 1.

29. The cross reference is to another code section that restricts corporate activity in elections. Iowa Code § 68A.503 states:

1. Except as provided in subsections 3, 4, 5, and 6, an insurance company, savings association, bank, credit union, or corporation shall not make a monetary or in-kind contribution to a candidate or committee except for a ballot issue committee.

2. Except as provided in subsection 3, a candidate or committee, except for a ballot issue committee, shall not receive a monetary or in-kind contribution from an insurance company, savings association, bank, credit union, or corporation.

3. An insurance company, savings association, bank, credit union, or corporation may use money, property, labor, or any other thing of value of the entity for the purposes of soliciting its stockholders, administrative officers, professional employees, and members for contributions to a political committee sponsored by that entity and for financing the administration of a political committee sponsored by that entity. The entity's employees to whom the foregoing authority does not extend may voluntarily contribute to such a political committee but shall not be solicited for contributions. A candidate or committee may solicit, request, and receive money, property, labor, and any other thing of value from a political committee sponsored by an insurance

company, savings association, bank, credit union, or corporation as permitted by this subsection.

4. The prohibitions in subsections 1 and 2 shall not apply to an insurance company, savings association, bank, credit union, or corporation engaged in any of the following activities:

a. Using its funds to encourage registration of voters and participation in the political process or to publicize public issues.

b. Using its funds to expressly advocate the passage or defeat of ballot issues.

c. Using its funds for independent expenditures as provided in section 68A.404.

d. Using its funds to place campaign signs as permitted under section 68A.406.

5. *a.* The prohibitions in subsections 1 and 2 shall not apply to media organizations when discussing candidates, nominations, public officers, or public questions.

b. Notwithstanding paragraph “*a*”, the board shall adopt rules requiring the owner, publisher, or editor of a sham newspaper that promotes in any way the candidacy of a person for any public office to comply with this section and section 68A.404. As used in this subsection, “*sham newspaper*” means a newspaper publication that is published for the primary purpose of evading the requirements of this section or section 68A.404, and “*owner*” means a person having an ownership interest exceeding ten percent of the equity or profits of the publication.

6. The prohibitions in subsections 1 and 2 shall not apply to a nonprofit organization communicating with its own members. The board shall adopt rules pursuant to chapter 17A to administer this subsection.

7. For purposes of this section “*corporation*” means a for-profit or nonprofit corporation organized pursuant to the laws of this state, the United States, or any other state, territory, or foreign country.

30. The IECDB members and staff have interpreted these provisions of the Code of Iowa to prohibit the placement of campaign signs on property occupied by a corporation if the content of those campaign signs is to advocate for individual candidates and not a ballot measure.

31. Iowa law permits an individual to place a campaign sign for a candidate on his or her own residential property.

32. Iowa Code § 68A.503(4) creates an exemption for signs on corporate property that contain some kinds of approved election-related messages. These approved messages include ones where a corporation is:

a. Using its funds to encourage registration of voters and participation in the political process or to publicize public issues.

b. Using its funds to expressly advocate the passage or defeat of ballot issues.

c. Using its funds for independent expenditures as provided in section 68A.404.

d. Using its funds to place campaign signs as permitted under section 68A.406.

33. Iowa statutes permit some kinds of corporations from allowing their property to be used for the placement of campaign signs that support or oppose a candidate. For example, under Iowa Code § 68A.1(b), a “family farm operation” may permit the placement of campaign signs on agricultural land. A “family farm

operation” is defined by Iowa Code § 9H.1(9)-(11) includes various types of corporate entities founded for the purposes of engaging in agricultural operations and which have certain family ownership characteristics.

34. Iowa law does not otherwise place restrictions on the placement of signs. While cities and counties may have regulations that regulate the placement, construction type, size, and lighting of signage on property owned by a corporation, those restrictions do not regulate the expressive content of a sign.

35. In *Citizens United v. FEC*, 558 U.S. 310 (2010), the United States Supreme Court noted that “[s]peech is an essential mechanism of democracy, for it is the means to hold officials accountable to the people.” *Id.* at 339. “The First Amendment has its fullest and most urgent application to speech uttered during a campaign for political office.” *Id.*

36. The Court went on to explain that “the First Amendment stands against attempts to disfavor certain subjects or viewpoint.” *Id.* at 340. Because of this important principle, the Court found “no basis for the proposition that, in the context of political speech, the Government may impose restrictions on certain disfavored speakers.” *Id.* at 341.

37. That *Citizens United* involved speech by a corporate entity. This did not alter the Court’s analysis. “The Court has recognized that First Amendment protection extends to corporations.” *Id.* at 342. Because “political speech is indispensable to decisionmaking in a democracy, and this is no less true because the speech comes from a corporation rather than an individual,” the Court rejected the

notion that First Amendment rights depend on whether they are exercised in a corporate form. *Id.* at 349-50.

38. Under *Citizens United*, the distinction in permitted advocacy by the placement of campaign signs for a candidate cannot turn on whether than advocacy is done by an individual or a corporate entity.

39. Iowa Code §§ 68A.406(2)(a)(2) and 68A.503(4) do not prohibit all forms of election speech on corporate property. The law permits corporate property to be used for speech related to ballot measures and the list of approved topics contained in section 68A.503(4). Thus, a corporation is permitted to engage in political speech if the content of that speech is preapproved by the government.

40. But in *Reed v. Town of Gilbert, Ariz.*, 576 U.S. 155 (2015), the Court held that government “has no power to restrict expression because of its message, its ideas, its subject matter, or its content.” *Id.* at 163. When the government’s regulations “draws distinctions based on the message a speaker conveys,” it is a form of “content based” regulation of speech which requires strict scrutiny analysis. *Id.*

41. Content-based restrictions on speech are consistent with the First Amendment only when the Government can “prove that the restriction furthers a compelling interest and is narrowly tailored to achieve that interest.” *Id.* at 171.

42. The defendants cannot make such a showing. The restriction on placement of candidate signs on corporate occupied property does not further any governmental interest. Because certain involvement in the political process is permitted by corporations, the defendants cannot claim that these arbitrary code provisions are narrowly tailored.

**Count I – Violation of Rights Protected under the First and
Fourteenth Amendments to the U.S. Constitution**

43. The Civil Rights Act of 1871, later codified at 42 U.S.C. § 1983, and as interpreted by the U.S. Supreme Court, provides that persons acting under color of state law “shall be liable to the party injured in an action at law, suit in equity, or other proper proceedings” for the “deprivation of any rights, privileges, or immunities secured by the Constitution.”

44. The defendants have violated the rights of the plaintiffs under the First Amendment as made applicable to the State of Iowa and any person acting under color of law of the State of Iowa by the Fourteenth Amendment by:

- a) restricting the ability of each plaintiff to engage in constitutionally protected speech;
- b) restricting the ability of each plaintiff to associate with others to engage in constitutionally protected speech;
- c) by chilling the future exercise of speech and association by each plaintiff.

Conclusion

45. The Court should award each plaintiff nominal damages, injunctive relief, court costs, attorney fees, and such other relief as allowed by law.

Respectfully submitted,

/s/ Alan R. Ostergren

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