

IN THE IOWA DISTRICT COURT IN and FOR SCOTT COUNTY

<p>CRAIG MALIN, Plaintiff, vs. LEE ENTERPRISES, INCORPORATED, LEE PUBLICATIONS, INC. d/b/a WATERLOO CEDAR FALLS COURIER, ST. LOUIS POST-DISPATCH, LLC d/b/a ST. LOUIS POST DISPATCH, ROY BIONDI, RAY FARRIS, TOD ROBBERSON and KEVIN MOWBRAY, Defendants.</p>	<p>No. _____ PETITION and JURY DEMAND</p>
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COMES NOW the Plaintiff, Craig Malin, and for his Petition against the Defendants, Waterloo-Cedar Falls Courier, St. Louis Post-Dispatch, Lee Enterprises, Inc., Roy Biondi, Ray Farris, Tod Robberson and Kevin Mowbray, states the following:

I. Parties

1. Plaintiff Craig Malin is a resident of Seaside, California while also maintaining a residence in Davenport, Iowa.
2. Defendant Lee Enterprises, Inc. ("*Lee Enterprises*") is a corporation organized and existing under the laws of the State of Delaware with its home office and principal place of business at 4600 East 53rd Street, Davenport, Scott County, Iowa. In a December 12, 2019 news release Defendant Lee Enterprises reported \$509.9 million in FY2019 revenue.
3. Defendant Lee Publications, Inc. d/b/a Waterloo-Cedar Falls Courier, (henceforward "*Courier*") is a Delaware Corporation with its home office located at 4600 East 53rd Street, Davenport, Scott County, Iowa and its principal place of business located at 100 East Fourth Street, Waterloo, Iowa 50703.

4. Defendant St. Louis Post-Dispatch (henceforward "*Post-Dispatch*") is a Delaware limited liability company with its primary place of business located at 901 North 10th Street, St. Louis, Missouri 63101.
5. Defendant Roy Biondi (henceforward "*Biondi*") is an individual. Plaintiff is informed and thereon alleges that Biondi resides in Black Hawk County, Iowa.
6. Defendant Kevin Mowbray (henceforward "*Mowbray*") is an individual. Plaintiff is informed and thereon alleges that Mowbray is a resident of the state of Iowa.
7. Defendant Ray Farris (henceforward "*Farris*") is an individual. Plaintiff is informed and thereon alleges that Farris is a resident of the state of Iowa.
8. Defendant Tod Robberson (henceforward "*Robberson*") is an individual. Plaintiff is informed and thereon alleges that Robberson is a resident of the state of Missouri.

II. Jurisdiction and Venue

9. Plaintiff realleges paragraphs 1-8 as if fully set forth herein.
10. This matter arises out of the Iowa common law of defamation, invasion of privacy and conspiracy, so the above captioned Court has jurisdiction over the subject matter pursuant to Iowa Code § 602.6101.
11. One or more of the Defendants is a resident of Scott County so that venue is proper pursuant to Iowa Code § 616.17.
12. This action arises out of reputational damages inflicted on Plaintiff by Defendants, acting jointly and severally and with a common purpose and design of inflicting such damage so that venue in the above captioned Court is proper pursuant to Iowa Code § 616.17.

III. Underlying Facts

13. Plaintiff repleads paragraphs 1 through 12 as though set forth fully herein.

14. Plaintiff is a career public servant.
15. Plaintiff has never engaged in any type of illegal, unethical, immoral, disingenuous, or other untoward negotiations or conduct while engaged in public employment.
16. Plaintiff has never utilized any public position he has occupied for the purpose or with the intent of making personal gain.

A. Relationships Between Defendants

17. Defendant Lee Enterprises represents itself as “a leading provider of high quality, trusted, local news, information and a major platform for advertising in 77 markets”.
18. Defendant Lee Enterprises operates numerous subsidiary purveyors of what Defendant Lee Enterprises publicly claims to be high quality, trusted, local news [and] information.
19. At all times relevant hereto, both Defendants Courier and Post-Dispatch publish daily newspapers and maintain websites that contain substantially identical content with respect to any publications relevant hereto.
20. Plaintiff is informed, and thereon alleges that Defendants Courier and Post-Dispatch are wholly owned by Defendant Lee Enterprises.
21. Defendant Lee Enterprises engages in the management of Defendants Courier and Post-Dispatch.
22. Defendant Lee Enterprises controls the management personnel of Defendants Courier and Post-Dispatch.
23. Defendant Biondi was employed, either directly or indirectly hired, as Defendant Courier’s Publisher in September of 2019 and all other times relevant hereto.

24. Defendant Farris is employed by Defendant Lee Enterprises as Operating Vice President, Vice President of Advertising and was employed as Lee Vice President and Publisher of Defendant Post-Dispatch in September of 2019.
25. Defendant Lee Enterprises has controlled or directed the actions of all other Defendants named herein at all times relevant hereto.
26. Defendant Lee Enterprises has acted with respect to Plaintiff by and through all other Defendants named herein.

B. Defendant's Initial Attack

27. Plaintiff was employed by the City of Davenport, Iowa as its City Administrator from August 2001 through June 26, 2015.
28. Defendant Lee Enterprises directly owns and operates a newspaper named "The Quad City Times" and a website named "qctimes.com".
29. The Quad City Times is merely a fictitious name for Defendant Lee Enterprises.
30. Greg Veon ("Veon") was Quad City Times Publisher and a Vice President of Defendant Lee Enterprises until October 30, 2015.
31. Mark Ridolfi ("*Ridolfi*") was the Quad City Times Editorial Page Editor until October 16, 2015.
32. Ridolfi's scope of employment required him to draft editorials for publication in the Quad City Times.
33. Ridolfi's scope of employment required him to submit editorials to the Editorial Board.
34. Veon was a member of the Editorial Board and had final approval of all editorials published by the Quad City Times as Publisher and as a Vice President of Defendant Lee Enterprises.

35. While being subordinate to Veon, Ridolfi had substantial discretion over the content of the Quad City Times editorial publications.
36. Barb Ickes (“Ickes”) was and remains employed by the Quad City Times in some capacity as both a fact-based journalist and an author of opinion commentary.
37. Beginning in January of 2015 Ickes was replaced as the Quad City Times staff writer for Davenport municipal matters by Brian Wellner (“Wellner”).
38. Wellner was thereafter employed by Defendant Lee at the Quad City Times as a staff writer relevant hereto.
39. Wellner never attended journalism school.
40. As directed by unanimous vote of the Davenport City Council, Plaintiff created a website named “davenporttoday.com” for the City of Davenport, which provided detailed information for the public about municipal government.
41. The “davenporttoday.com” website was a national leader in government transparency, including such transparency features as the automatic posting of Plaintiff’s municipal emails, the ability to search Davenport public records and all expenditures.
42. Lee Enterprises, through editorials published by Lee Vice President Veon, declared the “davenporttoday.com” website competed directly with the Quad City Times as a source of news about the City of Davenport.
43. Ickes became personally hostile to Plaintiff over the “davenporttoday.com” website, and made representations she found Plaintiff’s operation of the “davenporttoday.com” website to be annoying; represented that Plaintiff made her “crazy” and acknowledged her animus toward Plaintiff to others, including the

following, in which she asked someone if her “hostility” was “hanging out” in a draft article concerning Plaintiff and davenporttoday.com:

To: Leslie DuPree (lesliedupree@augustana.edu)[lesliedupree@augustana.edu]
From: Barb Ickes
Sent: Mon 11/17/2014 6:14:21 PM
Importance: Normal
Subject: davenporttoday story
MAIL_RECEIVED: Mon 11/17/2014 6:14:00 PM

Is my hostility hanging out?

byline

Craig Malin is calling himself "the guinea pig" for the city's new website.

Davenporttoday.com launched XXX and contains a trio of public offerings the city administrator hails as the first disclosures of their kind in the country.

The site will borrow from "Open Checkbook," which already appears on the city's original website, cityofdavenportiowa.com. That site will remain in operation.

In addition to making available all of the payments made by the city, the new site will contain all Freedom of Information Act requests submitted to the city, along with their responses.

"We basically get a FOIA every day," Malin said. "The mind-blowing one is open email."

He said davenporttoday will contain every email sent by and received by Malin. Those records also are available under FOIA.

44. At the same time the “davenporttoday.com” website was providing open and transparent public access to municipal records Defendant Lee Enterprises was losing online subscriptions at its Quad City Times website at a rate that would have left it with zero online subscribers by the end of July 2015.
45. Ickes, Ridolfi and other employees of the Quad City Times and Lee Enterprises resented competition provided by the Davenport municipal website and were fearful that its complete transparency with regard to Plaintiff’s municipal emails made their salacious and false coverage of Davenport municipal affairs apparent.
46. Beginning on July 21, 2014, Defendant Lee Enterprises, acting under its fictional name The Quad City Times, implemented a campaign of attack on Plaintiff by presenting a

series of publications composed of accurate statements of fact presented in an inaccurate context; false, but non defamatory, assertions of fact; outright fabrications of both explicitly and implicitly defamatory meaning or understanding, all for the purpose of both generating revenue and discrediting and injuring Plaintiff as Davenport City Administrator and all of which collectively constitute the operational and literal definition of the 21st Century term “*fake news*”.

47. Defendant Lee Enterprises acting under its fictional name The Quad City Times became intensely hostile to Plaintiff and published well over 50 articles, editorials, letters to the editor or comments on its website that attacked Plaintiff by name, title or reference in only the eleven months of July 2014 to June 2015.
48. The City of Davenport had a paving and road project known as the “Elmore Avenue” project.
49. On January 18, 2015, January 22, 2015, February 10, 2015 and again on February 25, 2015, Wellner and Defendant Lee Enterprises, acting under its fictional name The Quad City Times, published information, presented as fact-based news, that the Elmore Avenue project would cost \$13 million and / or would be paid for by a casino, which was relocating from the Mississippi River to an Interstate location.
50. On September 16, 2015, October 6, 2015, October 8, 2015, October 14, 2015, December 9, 2015 and December 10, 2015, Wellner and Defendant Lee Enterprises, acting under its fictional name The Quad City Times, published information, presented as fact-based news, that the Elmore Avenue project would cost between \$13 million and \$13.9 million and, in all instances other than the September 16, 2015 article in which the source of funds was not referenced, repeatedly stated that the

Elmore Avenue project would be “funded through the issuance of bonds abated by tax increment financing [TIF] generated from the casino development.”

51. In June of 2015, as the Quad City Times website was losing subscriptions at a rate that would have left it with zero online subscribers by the end of July, 2015, Lee Enterprises, under its fictional name The Quad City Times, published fake news concerning Plaintiff regarding the Elmore Avenue project, alleging the project cost only \$7.8 million, and thus the Plaintiff was responsible for misleading Davenport elected officials into providing \$5 million in taxpayer funds to the casino.
52. On June 10, 2015, Ickes initiated the fake news attack on Plaintiff with an email to Ridolfi, asking if he had “a match” to “light a fire under Brian [Wellner]” and expressing her frustration in Wellner’s failure to report on a “tip” she had received that Plaintiff “took the enormous liberty of signing a contract that puts the city on the hook for grading of the 40 acre casino site”.

From: Barb Ickes
Sent: Wednesday, June 10, 2015 12:52 PM
To: Mark Ridolfi
Subject: ARGH!!!

Got a match? I need to light a fire under Brian.

53. Ridolfi’s response to Ickes expressed a derisive rejection of journalistic ethics and stated: *“He [Wellner] seems stuck on vague notions of how his stories MIGHT be received, and ethical issues their publication MIGHT present. But he can’t get off the dime and write the #@*!! Story. Glad you’re on him. He desperately needs an editor.”*

54. In June of 2015, Ickes was neither Wellner's editor nor supervisor.
55. Plaintiff's office provided Wellner with a copy of the relevant contract on June 11, 2015.
56. The contract Wellner received on June 11 demonstrated that Plaintiff had not signed any contract.
57. The contract Wellner received on June 11, 2015 was consistent with the Elmore Avenue project he had reported on January 18, 2015, January 22, 2015, February 10, 2015 and February 25, 2015; wherein he reported the Elmore Avenue project was budgeted at \$13 million and was being paid for by the casino.
58. Irrespective of what he had previously reported and contrary to the contracts and budget documents in his possession, Wellner wrote and Defendant Lee Enterprises, acting through its fictional name The Quad City Times published, knowingly false statements regarding the language of the contract between the City and casino, after secretly working with Ickes and Ridolfi to publish fake news to discredit Plaintiff, as documented in Lee Enterprises emails.
59. On June 11 at 6:13 PM, Ickes secretly emailed Wellner, and told him the Elmore Avenue project was to cost \$7 million, but "the cost of the road is now up to \$13 million."
60. The Elmore Avenue project was never a not to exceed \$7 million project.
61. On June 12 at 12:41 PM, Ickes and Wellner's secret email exchange continued, with Ickes replying to an email Wellner had provided her at 12:18 PM, copying questions he had posed to Plaintiff via email. Ickes' reply to Wellner's email was direct and ominous; "This is perfect Brian. Well done." (Attachment 1)

62. When questioned under oath in February and May of 2018 about who edited his articles concerning Plaintiff in June of 2015, Wellner twice failed to reference any involvement by Editorial Page Editor Ridolfi or Reporter / Columnist Ickes in editing his articles about Plaintiff stating instead that Dan Bowerman and Jan Touney edited his articles in the following testimony.
63. Under oath in May of 2018, Ickes interrupted a question about her independent checking of what she stated about Plaintiff on June 19, 2015 to state, “No, this isn’t what Mr. Wellner told me. Let’s be clear about this. This isn’t Brian and I talking, and him saying, you know, the aldermen say he’s lying. This was the story that was printed that included direct quotes from the aldermen.”
64. Ickes’ testimony about not talking to Wellner about her publications regarding Plaintiff in June of 2015 was inconsistent with the written record of internal Quad City Times emails supplied months after her deposition, in that Ickes clearly initiated and guided Wellner’s “reporting” on Plaintiff to a malicious and predestined conclusion.
65. On June 18, 2015, Wellner emailed Ickes at 11:09 PM and directly asked her if a “chunk” he had drafted “about the \$13M” would “work” in the following email:

To: Barb Ickes[BIckes@qctimes.com]; Dan Bowerman[DBowerman@qctimes.com]
From: Brian Wellner
Sent: Thur 6/18/2015 11:09:55 PM
Importance: Normal
Subject: This work for the chunk about the \$13M?
MAIL_RECEIVED: Thur 6/18/2015 11:09:00 PM

The City Council voted earlier this year to spend \$13 million on the Elmore extension project.

Elmore was supposed to cost about \$7 million, according to projections from a year ago. Malin had considered those early projections “conceptual,” he previously told the Times. But it turns out he was almost right on the money.

McCarthy, the winning bidder, agreed to build the road for about \$7.8 million.

When asked Monday why the project costs \$13 million, Malin said he won’t “speculate” about the city’s obligations until he sees a bill.

66. The knowingly false “chunk” about the Elmore Avenue project costing \$7.8 million rather than \$13 million that Wellner and Ickes conspired to publish was a consistent feature of the knowingly false and malicious fake news Lee Enterprises narrative that Plaintiff harmed Davenport taxpayers by misleading the Davenport City Council into providing \$5 million in taxpayer funds to the casino.
67. At various times between June 18, 2015 and June 29, 2015, Defendant Lee Enterprises, acting under its fictional name The Quad City Times published a series of statements, written or edited by Wellner, Ickes, Ridolfi, and all approved by Veon as both the Publisher of The Quad City Times and a Vice President of Defendant Lee Enterprises, that collectively and individually employed false and misleading representations and inferences about Plaintiff and gratuitous personal attacks against Plaintiff; copies of which publications are attached hereto chronologically and marked Attachments 2 - 9.
68. Defendant Lee Enterprises’ emails between Ickes and Wellner in June of 2015 disclose that Ickes and Wellner worked together to knowingly and falsely report that the Elmore Avenue project cost only \$7.8 million, so that the Quad City Times could knowingly and falsely allege that Plaintiff was responsible for \$5 million in taxpayer funds being provided to the casino.
69. On June 19, 2015 Ickes and Defendant Lee Enterprises, acting under its fictional name The Quad Cities Times, published the following statement, presented as fact:
- “It wasn't generous enough of Davenport taxpayers to shell out \$7.8 million for the road to the new casino.
- City Administrator Craig Malin evidently figured taxpayers are so crazy about this private profit center, they'd like to chip-in a few million more.
- And he [Plaintiff] still can't give a straight answer on exactly how much more the people are on the hook to pay.”

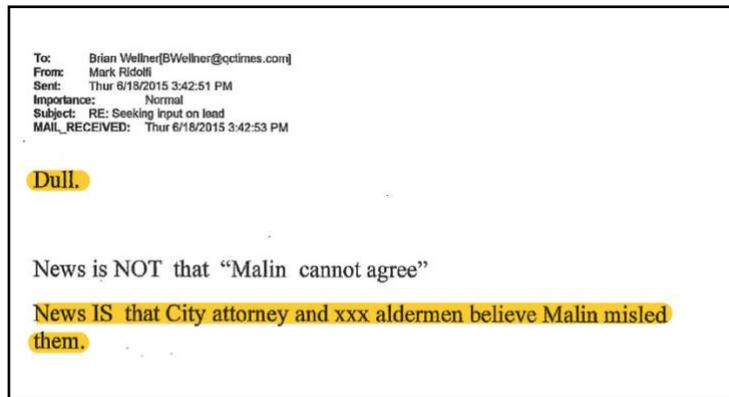
70. Ickes and Defendant Lee Enterprises attributed its knowingly false statement of Elmore Avenue's cost to Plaintiff's inability to give a straight answer as to the cost, rather than Ickes and Wellner's knowingly false narrative and notwithstanding Ickes' and Wellner's personal knowledge of the budgeted expense, and source of funds.
71. In his capacity as City Administrator, on June 11, 2014, Plaintiff was directed by the Davenport City Council to negotiate an agreement with the casino to extend Elmore Avenue at the casino's expense.
72. Ickes, Ridolfi, Wellner, Veon and Defendant Lee Enterprises consistently used the Elmore Avenue project to fuel its fake news campaign against Plaintiff.
73. Wellner's coworkers and supervisors were aware of his desire to be known as an investigative reporter, and his propensity for inventing false facts.
74. On June 11, 2015, Wellner authored and Defendant Lee Enterprises, acting through its fictional name The Quad City Times, published the following entirely fictional statement:
- "Alderwoman Kerri Tompkins, 8th Ward, had made a motion at last week's Committee of the Whole directing city staff to narrow a request for proposals, or RFP, to focus only on a dock design for the future cruising vessels and not a 9-acre riverfront park. Her motion passed unanimously."
75. Contrary to Wellner's reporting, Alderwoman Tompkins did not make any motion regarding a request for proposals at the June 3, 2015 Committee of the Whole meeting. There was no vote taken, much less a vote that passed unanimously, because there was no motion ever made or seconded.
76. On June 18, 2015, the Quad City Times published an article authored by Wellner that stated, "Meanwhile, the city is budgeting \$5.75 million over the next several years for engineering and design plans for RiverVision."

77. Although Plaintiff, acting in his capacity as then Davenport City Administrator emailed Wellner a correction request with the exact references in the City of Davenport budget that documented the City was budgeting \$1 million (not \$5.75 million) for design and engineering, Wellner refused to correct the article, stating, "I'm not seeing the correction."
78. The now deleted June 11, 2015 article wherein Wellner simply fabricated a motion and unanimous vote, and the June 18, 2015 article wherein Wellner reported the City was budgeting \$5.75 million for RiverVision engineering and design when the actual amount was \$1 million, and then refused to publish a correction, are illustrative of Wellner's lack of journalistic skill and integrity during just one week; the same week he was colluding with Ickes and Ridolfi to publish fake news regarding Plaintiff.
79. Ickes used the knowingly false "chunk" that she and Wellner conspired to publish about the Elmore Avenue project costing \$7.8 million rather than \$13 million to viciously attack Plaintiff on June 19, 2015.
80. At the time of publication, Ickes knew Davenport taxpayers were not "shelling out" anything for the Elmore Avenue project, as it was within a tax increment financing district. Ickes first became aware of this from an email from Plaintiff to her dated July 2, 2014 ,which email she forwarded to Quad City Times Reporter Thomas Geyer, who reported in a July 3, 2014 Quad City Times article stating in part, "...setting up a TIF at that location essentially guarantees no property taxpayers anywhere else in Davenport could be on the hook...".
81. Ickes also knew the City was projecting the project would not cost taxpayers anything but would, instead, generate multiple millions in net annual revenue for the benefit of Davenport taxpayers from a January 30, 2015 email from Wellner. Ickes herself

explained to a Davenport resident in an April 20, 2015 email, “the city will pay itself back with the new property taxes the casino will be paying.” Ickes’ own words are evidence she knew Davenport taxpayers were not “shelling out” anything for the project. Davenport taxpayers would be coming out millions ahead each and every year. Ickes knew the truth, but the truth wouldn’t get Plaintiff run out of town.

82. Defendant Lee Enterprises consistently published false statements or misleading implications that Davenport taxpayers would pay for the Elmore Avenue improvements notwithstanding Defendant Lee Enterprises knowledge that the Davenport taxpayers did not pay for any improvements secured by the Elmore Avenue project contract between the City and casino.
83. Davenport and Iowa taxpayers have and continue to receive net fiscal benefits from the Elmore Avenue project contract Plaintiff negotiated and the Davenport City Council approved.
84. Defendant Lee Enterprises was and remains aware of the net fiscal benefits to Davenport taxpayers of the Elmore Avenue project contract negotiated by Plaintiff. Defendant Lee Enterprises continued to publish the fake news narrative notwithstanding its actual knowledge of the fiscal benefits to the city of Davenport and its residents.
85. Lee Enterprises was and remains aware that their publications regarding Plaintiff in June of 2015 were and remain objectively and knowingly false.
86. On June 18, 2015, one week after receiving the contract that disclosed the accurate and actual terms of the agreement between the casino and City, Ridolfi and Wellner’s emails disclose their intention to employ false and misleading headlines and content in their publications.

87. Editorial Page Editor Ridolfi secretly reviewed Wellner’s draft article regarding the Elmore Avenue project and found it to be “Dull”. He secretly and directly instructed Wellner to report that Plaintiff “misled” Davenport aldermen, because that would be “News”.



88. In print on June 19, 2015, Wellner did exactly as Ridolfi secretly directed him to do, and Ickes followed up the same day in a qctimes.com post that was published in print on June 20, 2015, by stating that Plaintiff was “misleading” in her attack publication.
89. Defendant Lee Enterprises, acting through Ickes, Ridolfi and Veon, not only ratified Wellner’s false and misleading reportage but actually praised and rewarded him for it, as expressed in the preceding emails, and in submitting his knowingly false reporting for an Iowa Newspaper Association award.
90. Ridolfi, Ickes and Wellner, in malicious and unethical contravention of journalism standards, conspired to represent false facts “reported” by Wellner to be true, when in fact they were editorial opinions specifically and secretly directed by Ickes and Ridolfi, as Editorial Page Editor of Lee Enterprises’ “flagship” newspaper.

91. Ridolfi went so far as to email Wellner a “draft” editorial wherein Ridolfi as Editorial Page Editor of Lee Enterprises’ “flagship” newspaper concluded Plaintiff had “to go”, with Wellner succinctly and ominously replying, at 1:50 AM on June 20, 2015, “Looks great” in the following email:

To: Mark Ridolfi[M.Ridolfi@qctimes.com]
From: Brian Wellner
Sent: Sat 6/20/2015 1:50:16 AM
Importance: Normal
Subject: RE: DO NOT READ UNTIL after YOU'VE FILED YOUR DAILY COPY
MAIL_RECEIVED: Sat 6/20/2015 1:50:00 AM

Looks great.

From: Mark Ridolfi
Sent: Friday, June 19, 2015 6:04 PM
To: Brian Wellner
Subject: DO NOT READ UNTIL after YOU'VE FILED YOUR DAILY COPY

Tnx! I'd appreciate your feedback.

Craig Malin knows who his bosses are.
Over and over, in interviews and his own columns on the city website, Davenport's city administrator calls himself the “hired help” who has 11 bosses: The aldermen and mayor.
After last week, we're convinced: The hired help has got to go.

92. The Editorial Page Editor of Lee Enterprises’ “flagship” newspaper, clearly and unequivocally, communicated the intent to remove Plaintiff from his position of City Administrator, to a staff writer who was eager to conspire to lay a false foundation for Plaintiff’s removal through publication of knowingly false, “fake news”.
93. Ridolfi failed to reference any involvement in editing Wellner’s articles about Plaintiff in June of 2015 in Ridolfi’s May 8, 2018 deposition, instead testifying, “I don’t believe so”.
94. Ridolfi further testified in his May 8, 2018 deposition that his “editors” would have reviewed Wellner’s work in relation to Plaintiff.

95. Ridolfi also testified that he did not submit draft editorials to anyone other than the editorial board.
96. Although known at the time of publication, Defendant Lee Enterprises withheld publication of the following facts in its publications of June of 2015:
- a. Wellner possessed the actual written record of Plaintiff refusing the casino's request for the City to pay to grade the casino site.
 - b. A purported alternate casino site Wellner described in one of his fake news articles was ungraded, too small and had insufficient access for a casino.
 - c. The City established a tax increment financing district in 2014 to guarantee Davenport homeowners could not and would not pay for any costs related to the Elmore Avenue project.
 - d. Davenport taxpayers would be coming out millions of dollars ahead each year due to the Elmore Avenue project contract Plaintiff negotiated.
 - e. Both Ickes and Wellner possessed information including the actual contract between the City and casino which enumerated six categories of Elmore Avenue project cost.
 - f. Both Ickes and Wellner possessed a bid tabulation for the project that included only two categories of project cost enumerated in the actual contract between the City and casino.
 - g. While supplied with all available information, Ickes and Wellner then conspired to report as fact that the two categories of project costs were the full cost of the Elmore Avenue project, such that the Quad

City Times could imply and directly state that Plaintiff had misled the Davenport City Council into providing millions of dollars of taxpayer funds to the casino.

97. Defendant Lee Enterprises, acting through its fictitious name The Quad City Times, withheld publication of the facts alleged in preceding paragraph 96 for the purpose of furthering Defendant Lee Enterprises' fake news campaign to drive Plaintiff from his employment with the City of Davenport.
98. Defendant Lee Enterprises, acting through its fictitious name The Quad City Times, withheld publication of true facts and published false statements regarding Plaintiff while knowing Ickes and Ridolfi harbored hostility toward Plaintiff, while knowing Wellner had never attended journalism school and had a record of inventing false facts in his ambition to be known as an investigative reporter and while knowing it's webpage was weeks away from having no daily subscribers to the qctimes.com website, as davenporttoday.com was growing its audience.
99. After the Quad City Times' fake news attack on Plaintiff, he separated from employment with the City of Davenport.
100. After Plaintiff's separation from the City of Davenport, davenporttoday.com was shut down, and Lee Enterprises created qctoday.com, on which it sells advertisements.
101. Plaintiff requested retraction of the false and misleading statements published by The Quad City Times on December 10, 2015.
102. Defendant Lee Enterprises failed or refused to retract the false and misleading publications of June 18 - June 29, 2015.

C. The First Lawsuit

103. Plaintiff commenced a law action against Defendant Lee Enterprises, Ickes and Wellner in the Iowa District Court for Scott County on June 15, 2017 (“the 2017 Case”).

104. Plaintiff identified each of the following statements, all published by Defendant Lee Enterprises, both electronically and in the Quad City Times newspaper, as defamatory, to wit:

a. On June 18, 2015, an article directed at Craig Malin by The Quad-City

Times employee, Brian Wellner, stated:

"... An amended development agreement states the City is obligated to pay for 'grading and utility work and extensions relating to the real estate'."

b. On June 18, 2015, an article directed at Craig Malin by The Quad-City

Times employee, Brian Wellner, stated:

"Malin told the Times earlier in the week and again Thursday that Warner 'signed off' on the casino agreement last summer and referenced a series of emails among city staff in which Malin asked them for any concerns about the contract."

c. On June 18, 2015, an article directed at Craig Malin by The Quad-City

Times employee, Brian Wellner, stated:

"Malin insists he did not agree to the city paying to upgrade the casino site."

d. On June 18, 2015, an article directed at Craig Malin by The Quad-City

Times employee, Brian Wellner, stated:

"When I'm voting on something, I want to know all the information," [Alderswoman] Tompkins said. "I want to have the attorney present so I can ask questions and feel all my questions are answered. I want to ensure all the information is provided." [Alderman] Barnhill agreed."

"We want to hear it from them, not from Craig," Barnhill said. "We want to hear it from the financial and legal experts to make sure we're accountable to the taxpayers and get the best answer for the use of their money."

- e. On June 18, 2015, an article directed at Craig Malin by The Quad-City

Times employee, Brian Wellner, stated:

"Elmore was supposed to cost \$7 million, according to projections from a year ago."

- f. On June 18, 2015, an article directed at Craig Malin by The Quad-City

Times employee, Brian Wellner, stated:

"Malin said Warner and Wright both signed off on the contract before Malin put it before the council for a vote."

- g. On June 18, 2015, an article directed at Craig Malin by The Quad-City

Times employee, Brian Wellner, stated:

"From the site, he links to City documents, employee salaries and many of his own work emails."

- h. On June 19, 2015, an article directed at Craig Malin by The Quad-City

Times employee, Barb Ickes, stated:

"...Warner said he asked Malin last year why he was obligating the City to pay for the casino's preparation and not just the Elmore extension, and Malin's response was it 'wasn't up for debate."

- i. On June 19, 2015, an article directed at Craig Malin by The Quad-City

Times employee, Barb Ickes, stated:

"It wasn't generous enough of Davenport taxpayers to shell out \$7.8 million for the road to the new casino."

- j. On June 19, 2015, an article directed at Craig Malin by The Quad-City

Times employee, Barb Ickes, stated:

"City Administrator Craig Malin evidently figured taxpayers are so crazy about this private profit center, they'd like to chip in a few million more."

- k. On June 19, 2015, an article directed at Craig Malin by The Quad-City

Times employee, Barb Ickes, stated:

"And he still can't give a straight answer on exactly how much more the people are on the hook to pay."

- l. On June 19, 2015, an article directed at Craig Malin by The Quad-City

Times employee, Barb Ickes, stated:

"On a mildly brighter note, it is a relief to see that Malin uses the same write-in-circles approach when responding to concerns of aldermen that he uses when avoiding questions by reporters."

- m. On June 19, 2015, an article directed at Craig Malin by The Quad -City

Times employee, Barb Ickes, stated:

"A week after the column, which pointed out the ways the City lost out on millions in State grants for the casino road, Alderman Kerri Tompkins, 8th Ward, sent an email to Malin. She wanted to know whether Finance Director Brandon Wright or City Attorney Tom Warner had expressed any concerns about the contract Malin negotiated with casino owner Dan Kehl."

"Malin responded by blathering on about the five email attachments he was sending, then waving his pompoms in the air (again) about the extended Elmore producing a new \$250 million tax base. (Mall of America is evidently relocating here.)"

- n. On June 19, 2015, an article directed at Craig Malin by The Quad-City

Times employee, Barb Ickes, stated:

"Tompkins smartly saw through the rhetoric: 'I appreciate your quick response ... However, please answer the question, did Tom (Warner) or Brandon (Wright) ever express any concerns to you about the agreement?'"

"Malin replied that there had been two concerns: the timing of the sale of bonds to pay off the road and the need to keep the City out of the process of picking a contractor for Elmore."

"He said nothing of the concerns we've since learned were expressed when the contract was still a draft."

- o. On June 19, 2015, an article directed at Craig Malin by The Quad-City

Times employee, Barb Ickes, stated:

"Malin replied to the call for his resignation by casting Warner directly into the path of a CitiBus, saying 'I have no intention to resign to account for a faulty legal opinion.'"

"But wait. Malin never can make one simple declarative statement without twisting it into a pretzel."

"In his role as columnist for the City's non-news online news site, Malin wrote of Warner, 'He's a good and honest man and doesn't deserve to be collateral damage for a misunderstanding.'"

"So, stab him in the back with one hand and pat him with the other?"

- p. On June 19, 2015, an article directed at Craig Malin by The Quad-City

Times employee, Barb Ickes, stated:

"We know the road's costing just shy of \$8 million. The Council approved the \$13 million Elmore expenditure in the last capital improvement budget."

*"We still don't know what the other \$5 million is for."
"Anybody want to bet the new casino will be sitting on it?"*

- q. On June 19, 2015, an article directed at Craig Malin by The Quad-City

Times employee, Barb Ickes, stated:

"He assured those with concerns that it was a done deal."

- r. On June 24, 2015, an article directed at Craig Malin by The Quad-City

Times Editorial Board stated:

"Wellner had been working on a story trying to straighten this out for two weeks when Gluba called for Malin's resignation."

- s. On June 24, 2015, an article directed at Craig Malin by The Quad-City

Times Editorial Board stated:

"Some Davenport aldermen boycotted a meeting called Friday by two aldermen."

- t. On June 24, 2015, an article directed at Craig Malin by The Quad-City

Times Editorial Board stated:

"Malin turned to the City-owned Davenport Today site to fan the flames. In a series of hastily written, posted, then deleted columns, Malin rambled on incoherently about our reporters, the Mayor's misperception, Father's Day and other topics. Read all three posted on qctimes.com with this editorial."

- u. On June 24, 2015, an article directed at Craig Malin by The Quad-City

Times Editorial Board stated:

"On Tuesday, Mayor Bill Gluba acknowledged again he never reads the Malin website."

- v. On June 29, 2015, an article directed at Craig Malin by The Quad-City

Times employee, Barb Ickes, stated:

"It wasn't the first time. In 2013, Malin worked out a deal with AT&T to place a cell phone tower at Emeis Park."

- w. On June 29, 2015, an article directed at Craig Malin by The Quad-City

Times Editorial Board stated:

"When I asked Malin last August how the cell tower was able to bypass all the normal permitting and other requirements, he referred me to the City Attorney, saying, 'Legal signed off on this.'"

Not this time."

- x. On June 29, 2015, an article directed at Craig Malin by The Quad-City

Times Editorial Board stated:

"Davenport aldermen have yet to offer taxpayers a hint of the performance issues that compelled them to pay ex-City Administrator Craig Malin \$310,000 to leave."

- y. On June 29, 2015, an article directed at Craig Malin by The Quad-City

Times Editorial Board stated:

"On Friday, one of Malin's last acts at taxpayer expense was sending the Times Editorial Board a copy of a June 24 letter in which ALL council members laud his performance."

'At no time during the discussion, was it the intention of any elected official below to question your credibility, work ethic, or desire to make Davenport a better place. You consistently demonstrate a high level of initiative, and strive to improve performance.'"

"This is the sole public statement these 10 elected officials have offered the public about Malin's performance. They've issued statements on his quickly concocted separation agreement. But not a word of concern about his performance has been shared in Council chambers."

- 105. During the course of the 2017 Case, Ridolfi testified in his May 8, 2018 deposition that he was unaware of the Iowa Supreme Court decision that adopted defamation by implication in Iowa in the following testimony:

Page 75 ...

22. . . . Q. What about Stevens -- the Iowa case,

23. Stevens?

24. . . . A. Elaborate for me, please.

25. . . . Q. There was a -- a case came out of Ames,

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·1· ·Iowa, called Stevens versus a newspaper in Ames.
·2· ·Do you remember anything --
·3· ··· ·A· ·I'm not recalling that at all.
·4· ··· ·Q· ·Okay.·Do you know whether or not the
·5· ·Quad-City Times publishers or editorial staff ever
·6· ·conducted a review of any case guidelines in terms
·7· ·of libel, if we're talking about libel?
·8· ··· ·A· ·I'm not recalling any specific discussions.
·9· ·Like I said, we had different training things, but
10· ·something specific, no, I'm not.
...

106. During the course of the 2017 Case, Ickes testified in her May 7, 2018 deposition that she was unaware of the Iowa Supreme Court decision that adopted defamation by implication in Iowa in the following testimony:

Page 110 ...

Q· ·Okay.·At any point did the Quad-City Times
19· ·conduct in-house sessions of training for you or for
20· ·anyone else on staff?
21· ··· ·A· ·Oh, we have sensitivity training, that sort
22· ·of thing, from time to time, but if you're talking
23· ·about journalism standards again, no.
24· ··· ·Q· ·Okay.·I'm talking about journalism
25· ·standards.·Do you know if anyone from the

Page 111

1· ·Quad-City Times ever discussed with you the Stevens
·2· ·case or the Sullivan case?·Did you ever hear --
3· ··· ·A· ·New York Times and Sullivan?
4· ··· ·Q· ·Yeah.
5· ··· ·A· ·Well, I've learned plenty about that in
6· ·journalism school.·It wasn't something that we
7· ·regularly talked about, no.
8· ··· ·Q· ·Okay.·So there wouldn't have been
9· ·discussions about that at the Quad-City Times?
10· ··· ·A· ·None that I recall.
...

107. During the course of the 2017 Case, Wellner testified in his May 7, 2018 deposition that he could not recall any training about journalistic standards of reportage by

Defendant Lee Enterprises, acting through its flagship and fictional name The Quad City Times:

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8 Q . . . And my question is whether or not anyone
9 . from the Quad-City Times specifically sat down with
10 . you and said, these are the standards which we wish
11 . to follow in regard to your reporting.
12 A . . . I don't recall that.
13 Q . . . Okay . . . In regard to Ms. Junck -- Do you
14 . know who she is?
15 A . . . Yes.
16 Q . . . Have you ever met her?
17 A . . . Once.
18 Q . . . What was the nature of that meeting?
19 A . . . Just -- Just to say hi, just to
20 . introduce myself.
21 Q . . . Was it at a Quad-City Times event?
22 A . . . I don't recall . . . I -- I don't recall.
23 . I think it was just -- just an introduction, just
24 . like a few minutes.
25 Q . . . Did she ever discuss with you the standards

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1 . that the Quad-City Times was to follow in terms of
2 . reporting?
3 A . . . All I recall was that we said hi to each
4 . other . . . We said -- I said who I was.
5 Q . . . Yeah, my question is did she ever discuss
6 . the standards that the Quad-City Times should follow
7 . in terms of reporting?
8 A . . . No.
9 Q . . . Did anyone else?
10 A . . . I don't recall.
11 Q . . . Did the Quad-City Times hold itself out as
12 . at flagship of Lee Enterprises?
13 A . . . That was my understanding since Lee was
14 . headquartered here --
15 Q . . . Yeah.
16 A . . . -- or is headquartered here.
17 Q . . . And was that also reported in print --
18 . in the printed word that the Quad-City Times was the
19 . flagship of Lee Enterprises?
20 A . . . I don't know.
21 Q . . . Okay . . . Could it have been?

22. . . . A. . . I don't know.

23. . . . Q. . . Okay. . . Did you read the Quad-City Times

24. . . yourself?

25. . . . A. . . Yes.

108. On October 4, 2018 the Iowa District Court, the Honorable Nancy S. Tabor, presiding, issued a ruling on then and now Defendant Lee Enterprises' Motion for summary judgment ("*Ruling*") in which the District Court found, to wit:

a. Legal explanation of Plaintiff's Defamation Claims

At common law, the tort of defamation protects a person's "interest in reputation and good name. Ruling, pg. 6.

Libel, specifically, is the "malicious publication, expressed either in printing or in writing, or by signs and pictures, tending to injure the reputation of another person or to expose [the person] to public hatred, contempt, or ridicule or to injure [the person] in the maintenance of [the person's] business. Ruling page 6.

Defamatory publication may be implied, rather than explicit in nature. ("The defamatory imputation may be made by innuendo, by figure of speech, by expressions of belief, by allusion or by irony or satire."). Ruling, pg. 7.

Defamation by implication, otherwise known as "false light," occurs where a defendant (1) juxtaposes a series of facts so as to imply a defamatory connection between them, or (2) creates a defamatory implication by omitting facts, [such that] he may be held responsible for the defamatory implication, unless it qualifies as an opinion, even though the particular facts are correct. Ruling, pg. 7.

Certain statements spoken or published can be defamatory per se. Such statements have "a natural tendency to provoke the plaintiff to wrath or expose him to public hatred, contempt, or ridicule, or to deprive him of the benefit of public confidence or social intercourse." ... "An attack on the integrity and moral character of a party is libelous per se," and there is "no meaningful distinction between accusing a person of being a liar and accusing a person of falsifying information." Ruling, pg. 8.

b. In the Ruling, the District found Defendant Lee Enterprises defamed Plaintiff.

Although deciding the case on other grounds, the District Court found Plaintiff established the defamatory nature of Defendant Lee Enterprises previously alleged statements in the District Court's following language.

Malin cites Exhibits 59, 60, 61, 65, and 66 of Count IV of his petition for his claim of implied defamation (false light). The statements contained in these publications actionable as implied defamation, if not as direct defamation, because they are at least capable of defamatory meaning. The June 18, 2015 articles (Ex. 59 and 60) couple with Ickes' June 19 column (Ex. 61), the June 22, 2015 editorial (Ex. 63), the June 24, 2015 editorial (Ex. 64), Ickes' June 27, 2015 column (Ex. 65) and the June 29 editorial (Ex. 66) could reasonably be interpreted by a reader as implying (or asserting) that Malin was untruthful and deceitful, intentionally misleading City Council Aldermen in the Rhythm City Casino project. Such statements attacking Malin's character and integrity constitute defamation per se. Ruling pgs. 13-14.

Malin emphasizes his long, contentious history with the Quad City Times, but ultimately, he conflates common law malice and any intent on the part of Defendants to damage his reputation with the subjective inquiry into whether the Defendants published the statements without proper regard to whether or not they were true. The record does contain a documented effort by Malin, as well as several others involved in projects with him to correct the newspaper's account of use of public money on a number of these projects. Without explaining to readers the way public-private partnerships and public financing commonly worked, municipal projects such as the Modern Woodmen Project renovation or the Rhythm City Casino development, Defendants' insistence that "public money" was being used on these projects despite Malin's protestations or explanations otherwise demonstrates, at the least, a genuine issue of material fact on whether the statements were published with actual malice; at most this shows actual malice and the insinuation of Malin was lying. Ruling pgs. 15-16.

109. Judge Tabor's Ruling clearly provided Defendant Lee Enterprises with notice that defamation can be implied, that defamation by implication includes what is published and what is excluded or withheld from publication and the factual implications created by the words used and withheld.
110. In August of 2019 and during the course of the 2017 Defamation Case Defendant Lee Enterprises sought to buy Plaintiff's silence by offering him a sum of money in consideration for dismissing the 2017 case and executing a confidentiality agreement that would prohibit Plaintiff's further discussion of Defendant Lee Enterprises' 2015 defamation. Defendant Lee Enterprises would not have been required to withdraw or retract any of its publications about Plaintiff.
111. On information and belief, top executives of Lee Enterprises, including subordinate employees of Mowbray, were aware of Plaintiff's rejection of Lee Enterprises' "offer".
112. After Plaintiff rejected Defendant Lee Enterprises' "offer", Defendants retaliated against Plaintiff by publishing further false, misleading and defamatory publications about Plaintiff four years and four months after Plaintiff left his employment with the City of Davenport and three years and nine months after Plaintiff moved to California.

IV. The 2019 Defamation

A. 2019 Defamation

113. Plaintiff realleges paragraphs 1-112 hereinabove.
114. Plaintiff has never lived or worked in the St. Louis metropolitan area prior to September 21, 2019 or at any time relevant hereto.
115. Plaintiff is not and never has been a public figure in the St. Louis metropolitan area.
116. On or around September 21, 2019, Defendant Post-Dispatch was Defendant Lee Enterprises largest circulation newspaper, with a daily circulation of 101,336.

117. Defendant Post-Dispatch also published content on the internet on or around September 21, 2019.
118. Defendant Post-Dispatch publishes content with the purpose and knowledge that such content will be seen or read by the news-consuming public.
119. On September 21, 2019, Defendant Post-Dispatch published false and defamatory statements for public review and consumption about Plaintiff, a copy of which is Attachment 10 hereof.
120. Defendant Tod Robberson, St. Louis Post-Dispatch Editorial Page Editor authored the September 21, 2019 publication for Defendant Post-Dispatch.
121. Defendant Farris knew and approved of the defamatory publications alleged herein.
122. Alternatively, Defendant Farris approved of the defamatory publications upon learning of their existence.
123. Defendants Lee Enterprises had actual knowledge of the false or misleading nature of the publication at the time its captive subsidiary, Defendant Post-Dispatch made the publications of September 21, 2019.
124. Defendants Lee Enterprises and Post-Dispatch intended to publish the false and misleading publication of September 21, 2019 as part of a campaign of fake news designed to discredit and intimidate Plaintiff during litigation in which Defendant Lee Enterprises and its top executives had a personal interest in the outcome.
125. Plaintiff has never lived or worked in or around the Black Hawk County area at any time relevant hereto.
126. Plaintiff is not and never has been a public figure in the Black Hawk County area.
127. Defendant Courier has a daily circulation of approximately 32,463 on or around September 24, 2019.

128. On or around September 24, 2019, Defendant Courier published the identical false and defamatory publications that Defendant Post-Dispatch published three days previously, a copy of which is Attachment 11 hereof.
129. Defendant Courier also published content on the internet on or around September 24, 2019.
130. Defendant Courier publishes content with the purpose and knowledge that such content will be seen or read by the news-consuming public.
131. Defendants Lee Enterprises and Courier intended to publish the false and misleading publication of September 21, 2019 as part of a campaign of fake news designed to discredit and intimidate Plaintiff during litigation in which Defendant Lee Enterprises and its top executives had a personal interest in the outcome.
132. Defendant Biondi knew and approved of the defamatory publications alleged herein.
133. Plaintiff twice asked Defendant Biondi to retract the false and defamatory publications of September 21, 2019. Retraction requests were made directly to Defendant Biondi on October 15, 2019 and October 28, 2019.
134. Defendant Biondi approved of the defamatory publications upon learning of their existence thus ratifying the false and misleading publication.
135. Plaintiff requested Defendant Mowbray retract Defendants Post-Dispatch and Courier's respective defamatory publications of September 21, 2019 and September 24, 2019, respectively.
136. Defendant Mowbray ratified and approved the defamatory publications of September 21, 2019 and September 24, 2019, respectively, upon learning of their existence and thus ratified their publication.

137. Convicted felon Steve Stenger ("*Stenger*") is the only person other than Plaintiff named in Defendant Lee Enterprises' September 2019 publications purportedly about the threat to newspapers from public officials and defamation lawsuits.
138. Stenger pled guilty to three felony counts of "mail fraud" in violation of 18 U.S.C. §§ 1341 and 1346 before the United States District Court for Eastern Missouri in case number 4:19CR00312-I CDP. Stenger's mail fraud arose from a pay-to-play scheme that rewarded political donors with taxpayer-funded contracts and land deals.
139. Stenger's crimes and criminal prosecution were widely publicized in and around St. Louis Missouri.
140. Plaintiff was not and never has been accused of any criminal conduct in connection with his public duties or his employment by the City of Davenport.
141. Plaintiff is a national award-winning City Manager.
142. Defendants' September 2019 publications make implicit and explicit comparisons of Plaintiff's conduct in Davenport with convicted felon Steve Stenger:
 - a. "Libel allegations always send a shudder through news organizations, but thanks to First Amendment protections affirmed by the U.S. Supreme Court, judges rarely agree to hear libel cases against reporters and even more rarely do courts side with plaintiffs. The bar is set extraordinarily high for good reasons. Otherwise, corrupt officials like former St. Louis County Executive Steve Stenger could use frivolous lawsuits to bankrupt local organizations whose aggressive reporting exposes wrongdoing."
 - b. "Recall the backroom wheeling and dealing by Stenger, who likely would have escaped public accountability if not for the Post-

Dispatch's aggressive reporting. Stenger and his cronies tried all kinds of maneuvers to silence this newspaper's reporting but failed."

143. The statements in the September 2019 publications in relation to Plaintiff are defamatory insofar as:

- a. They concealed Judge Tabor's Ruling that the 2015 Lee Enterprises publications were defamatory per se to the extent the 2015 publications attacked Plaintiff's character, honesty and integrity.
- b. They equate Plaintiff's conduct with Stenger's felonious bribery and favoritism.

144. Defendant's September 2019 publications contain further false and misleading statements:

- A. "In Davenport, Iowa, a former city administrator is trying a chilling tactic to punish the local newspaper for reporting that exposed backroom wheeling and dealing and cost him his job."
- B. "The Quad-City Times, which along with this newspaper is owned by Lee Enterprises, published a series of damning reports in 2015 exposing involvement by Malin and Davenport's former city attorney in the advancement of taxpayer-funded groundwork for a future casino project."
- C. "The city council and mayor had given them no authorization to do so."
- D. "Malin tried a libel lawsuit in 2017 but also failed. Malin is instead suing the Quad-City Times for tortious interference, arguing that the newspaper's reporting interfered with his employment contract."

145. The September 2019 publications herein above are false and/or misleading in the following respects and particulars:

- A. “exposed backroom wheeling and dealing” is false and misleading, in particular insofar the common meaning of the term is an attempt to make a deal or gain advantage by using complicated and sometimes dishonest or unfair practices or to use clever or slightly dishonest methods to get advantages from a lot of situations, especially in business or politics and is the same term with which Defendants’ publications described convicted felon Steve Stenger. Plaintiff did not engage in any “backroom wheeling and dealing” to the detriment or Davenport taxpayers or for Plaintiff’s personal benefit. Through the course of five public meetings in June of 2014, the Davenport City Council, and only the Davenport City Council, reviewed and approved, through public votes, the agreement with the casino for the casino to construct the extension of Elmore Avenue.
- B. “damning reports” is objectively false insofar as the only “*damning*” aspect of Defendant Lee Enterprises’ 2015 publications were those aspects that Judge Tabor found to be defamatory; and, were false, and known to be false at both the time the 2015 publications were made and remained false and misleading when allusions to those false and misleading publications from 2015 were published in September of 2019.
- C. “advancement of taxpayer-funded groundwork” is objectively false in that all of the funding streams for all project elements contained

in the contracts and other documents Plaintiff provided to Wellner in 2015 are sourced from bonds sold by Robert W. Baird & Company, Inc.. Defendants also knew that the bonds are being retired solely through new casino income, with Davenport and Iowa taxpayers netting millions in revenue each year. Separate from their sustained and malicious fake news attacks on Plaintiff, Defendant Lee Enterprises through its fictional name The Quad City Times has published glowing accounts of the new revenue the Elmore Avenue-based casino is providing Davenport taxpayers, including a “Big Story” produced by Ickes and published on June 4, 2017 with the heading “Taxpayers Win.”

- D. “...the city council and mayor had given them no authorization to do so” is objectively false insofar as Davenport City Council voted unanimously on June 11, 2014, directing Plaintiff to negotiate an agreement with the casino, for review and consideration by the Council. The motion the Davenport City Council unanimously approved was drafted by Plaintiff, specifically to publicly establish parameters for the future agreement, such that the casino could not achieve any leverage in negotiations to secure deal points beyond those publicly established by the City Council and the funding stream was approved by a unanimous vote of the Davenport City Council on June 25, 2014 – four years and four months before Defendants’ opened a new fake news attack on Plaintiff in their September 2019 publications, including their largest circulation newspaper.

146. The September 2019 publications included direct statements expressing doubt regarding the Quad City Times publications of 2015, including:
- A. “The accuracy of reporting by Davenport’s Quad-City Times newspaper might not be adequate to fend off the “tortious interference” case brought by former city administrator Craig Malin.”
 - B. “Adherence to professional reporting standards might not provide protection — as suggested by Judge Nancy Tabor’s decision to let the case proceed.”
147. On June 20, 2015, the Courier published its only prior article on Plaintiff’s work for the City of Davenport regarding the casino project.
148. On June 20, 2015, the Courier published a statement on its website commenting on the news article which read, in its entirety, “It’s far from over. This is also far from an accurate account of the situation.” This comment furnished Defendant Courier with notice that The Quad City Times’ publications about Plaintiff in June 2015 were potentially false or misleading.
149. The Courier had four years, three months and four days to independently investigate the numerous inaccuracies in the Quad City Times’ 2014-2015 reporting.
150. The Courier utterly failed and refused to exercise any due care to independently verify reporting they twice published statements expressing doubt about, even while having four years, three months and four days to do so, and even after Judge Tabor’s Ruling provided notice of the defamatory nature of Defendant Lee Enterprises June 2015 publications.

151. Defendant Courier's failure to investigate the false, misleading and defamatory nature of the Defendant Lee Enterprises' June 2015 Quad City Times publications constitutes a reckless, willful and wanton disregard for the truth.
152. In addition to dishonest paragraph 144-145, the September 2019 publications alleged herein above are false and/or misleading in the following respects and particulars:
- A. Defendant Lee Enterprises' 2015 reporting was not "accurate" and, by September 2019, knew its reporting in 2015 was substantially, implicitly and, in many aspects literally, was false and misleading.
 - B. The Society of Professional Journalism Code of Ethics includes the following:
 - (i) "Take responsibility for the accuracy of their work. Verify information before releasing it. Use original sources whenever possible."
 - (ii) Remember that neither speed nor format excuses inaccuracy.
 - (iii) Provide context. Take special care not to misrepresent or oversimplify in promoting, previewing or summarizing a story.
 - (iv) Gather, update and correct information throughout the life of a news story.
 - (v) Never deliberately distort facts or context, including visual information.
 - (vi) Balance the public's need for information against potential harm or discomfort.

C. Defendant Lee Enterprises 2015 publications about Plaintiff did not adhere to basic journalistic standards, “high” or otherwise.

153. Defendant’s publications of September 2019 in Attachments 10 and 11 about Plaintiff were made with actual malice and with the intention to harm or damage Plaintiff’s reputation around the United States, in particular with Plaintiff’s potential future employers.
154. Defendants’ publications of September 2019 in Attachments 10 and 11 about Plaintiff were made with Constitutional malice insofar as Defendants knew the September 2019 publications were literally and implicitly false.
155. Defendants’ publications of September 2019 in Attachments 10 and 11 about Plaintiff were made with Constitutional malice insofar as they were published with a willful, wanton, and reckless disregard of the probability that the June 2015 publications were explicitly and implicitly false.
156. As set forth herein above Defendants’ publications of September 2019 in Attachments 10 and 11 are defamatory per se insofar as the publications accuse Plaintiff of dishonesty and public corruption and are a direct attack on Plaintiff’s integrity.
157. As set forth herein above Defendant’s publications of September 2019 in Attachments 10 and 11 are defamatory per quod because the explicit language and implications arising from the language can be understood as an accusation of Plaintiff’s dishonesty and public corruption.
158. The totality of Defendants’ September 2019 publications in Attachments 10 and 11 are implicitly defamatory insofar as Defendants through the juxtaposition of words and the concealment of facts known to Defendant create the accusation that Plaintiff

engaged in public corruption, self-dealing and other dishonest abuse of Plaintiff's public office and constitute an attack on Plaintiff's integrity.

B. The 2019 Invasion of Privacy

159. Plaintiff realleges the allegations of paragraphs 1-158 above.
160. Defendants' September 2019 publications alleged herein above placed Plaintiff in a false light.
161. The light in which Defendants' September 2019 placed Plaintiff was offensive to Plaintiff and would be highly offensive to any reasonable person similarly situated.
162. Defendants' acted with the knowledge that the light in which they placed Plaintiff was false.
163. Insofar as Defendants' were writing about Plaintiff's employment in Iowa more than four years previously and Plaintiff was living and working approximately 2000 miles from St. Louis at the time of the September 2019 publications, no Defendant was operating with any sense of urgency and had ample time to ascertain the accuracy of the 2019 allegations, insinuations and implications.
164. Defendants Dispatch and Courier published no publications regarding Plaintiff's litigation until he refused Defendant Lee Enterprises' "offer" to remain silent about the fake news Lee Enterprises published concerning him in 2015.
165. Defendants acted with a reckless disregard of the false light in which they placed Plaintiff.

C. Damages

138. Defendants' aforesaid defamatory publications and invasion are a proximate and substantial cause of Plaintiff's actual damage.
139. Plaintiff has suffered actual damage to his reputation, more specifically:

- A. Prior to September 24, 2019, Craig White, of Evansdale, Iowa had never met, never heard of and had no opinion of Plaintiff.
- B. After reading the September 24, 2019 editorial, Craig White had a negative opinion of Plaintiff.
- C. Craig White is a Supervisor of the Black Hawk County Board of Supervisors.
- D. Based on the September 24, 2019 editorial, Craig White would look at other candidates for employment before Plaintiff.
- E. Prior to September 24, 2019, Tom Little, of Evansdale, Iowa had never met, never heard of and had no opinion of Plaintiff.
- F. After reading the September 24, 2019 editorial, Tom Little had a negative opinion of Plaintiff.
- G. Tom Little is a Supervisor of Blackhawk County, Iowa.
- H. Based on the September 24, 2019 editorial, Tom Little would hire another candidate if that other candidate had the same credentials and qualifications as Plaintiff.
- I. Prior to reading the September 24, 2019 editorial, Dan Trelka, of Waterloo, Iowa had never met, never heard of and had no opinion of Plaintiff.
- J. Dan Trelka is a Supervisor of Black Hawk County, Iowa.
- K. After reading the September 24, 2019 editorial, if someone else had the same credentials as Plaintiff, Dan Trelka would hire that other person, rather than Plaintiff.

- L. Prior to September 24, 2019, Dick Dewater, of Evansdale, Iowa had never met, never heard of and had no opinion of Plaintiff.
 - M. After reading the September 24, 2019 editorial, Dick Dewater had a negative opinion of Plaintiff.
 - N. Dick Dewater serves on the Evansville, Iowa City Council.
 - O. The September 24, 2019 editorial negatively impacted the potential for Dick Dewater to hire Plaintiff.
140. Defendant's defamatory statements and/or material omissions demonstrably changed people's opinion of Plaintiff, along with his employability at a level consistent with his education, experience and prior record of success and recognition within the city management profession.
141. Defendants knew that Defendants' defamatory publications of September 2019 would reach a circulation of approximately 133,000 persons and businesses, together with an unknown number of persons reading online publications or reading newspaper publications without subscribing to either the Courier or the Post-Dispatch.
142. Defendant Lee Enterprises boasts that not less than 50% of adults in their markets read their newspapers and 79% of all adults in their markets "interact" with them each week.
143. Defendants' publications of September 2019 about Plaintiff were intended to injure Plaintiff's reputation and to pressure Plaintiff into settling the 2017 Lawsuit by demonstrating Defendant Lee Enterprises' ability to attack Plaintiff in any one of the 77 markets in which Lee Enterprise operates or circulates.

144. Defendant intended for tens of thousands of individuals who never met, heard of, or had any opinion about Plaintiff before Defendant's September 2019 publication to form a negative opinion of Plaintiff.
145. Defendants knew that a standard practice for recruiters hiring city managers to conduct internet searches on candidates, report information found on newspaper websites as factual, and exclude candidates who have been likened to corrupt, convicted felons.
146. Defendants' September 2019 publications were directed specifically at Plaintiff and at no other person.
147. Owing to the ease of access of information published by Lee Enterprises on the Internet, Plaintiff's damages are inescapable and perpetual.
148. With no less than three Lee Enterprises Vice Presidents being involved in either the publication of false and defamatory statements regarding Plaintiff or cover up of false and defamatory statements regarding Plaintiff, even after being noticed by Judge Tabor about defamation by implication directed at the Plaintiff, evidence of malicious and negligent conduct at the highest levels of Lee Enterprises exists to substantiate a years-long vendetta Defendants are pursuing against Plaintiff.
149. Plaintiff is entitled to an award of punitive damages in an amount sufficient to punish the Defendants and to deter them, and others similarly situated, from a misuse of the vast power of a nation-spanning media syndicate to damage reputations through false and misleading reportage.

WHEREFORE, Plaintiff prays the Court ascertain his actual damages and enter judgment for him and jointly and severally against Defendants in that amount; for an additional judgment for punitive damages in an amount sufficient to punish Defendants and to deter Defendants and others similarly

situated from such defamation and invasion of privacy as Defendants inflicted on Plaintiff, with interest at the highest rate allowed by law; with interest on both judgments at the highest rate allowed by law and for the costs of this action as provided by statute.

Jury Demand

COMES NOW the Plaintiff, by and through his undersigned counsel, pursuant to Iowa R. Civ. P. 1.902(2) and hereby demands trial by jury of all issues triable to a jury.

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