

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is dated May 10, 2013, between the Iowa Civil Rights Commission, Doyne Forrester, Marco Forrester, Meagan Garner, Scott Garner, Shirley Miller, Casie Schlenszen, and Wayne D. Barclay.

There is currently pending in the Iowa District Court for Muscatine County, Case No. CVCV021572 entitled *Iowa Civil Rights Commission ex rel. Doyne Forrester, et al. v. Wayne D. Barclay*.

The Iowa Civil Rights Commission, Doyne Forrester, Marco Forrester, Meagan Garner, Scott Garner, Shirley Miller, Casie Schlenszen, and Wayne D. Barclay have agreed to settle all claims that may exist between them.

The parties therefore agree as follows.

1. Barclay agrees to pay Doyne Forrester, Marco Forrester, Meagan Garner, Scott Garner, Shirley Miller, and Casie Schlenzen \$170,000, without deduction or withholding, for fair housing damages as follows:

- a. Marco Forrester and Doyne Forrester: \$42,500
- b. Meagan Garner and Scott Garner: \$42,500
- c. Shirley Miller: \$42,500
- d. Casie Schlenzen: \$42,500

2. Barclay agrees to make the payments identified in paragraph 1 by May 17, 2013. Barclay will provide certified checks made payable to the individual or individuals identified in paragraph 1 and delivered to the Individual Plaintiffs' counsel or delivered to the Individual Plaintiffs as mutually agreed by counsel for the parties.

3. Barclay agrees to the entry of the stipulated consent judgment against them in the form attached to this Agreement, the terms of which are incorporated into this Agreement.

4. In consideration of the foregoing and of the agreements contained in this Agreement, and except as otherwise specifically provided in this Agreement, the Iowa Civil Rights Commission and the Individual Plaintiffs irrevocably and unconditionally release, acquit, and forever discharge Barclay from any liability whatsoever from any claims, demands and causes of action of every nature whatsoever that they may have or may ever claim to have that relate to or arise out of all claims made, or which could have been made, in the action filed in the Iowa District Court for Muscatine County, Case No. CVCV021572 entitled *Iowa Civil Rights Commission ex rel. Doyne Forrester, et al. v. Wayne D. Barclay*. This release covers all damages, whether known or not, arising from the matters referred to in this Agreement.

5. In consideration of the foregoing and of the agreements contained in this Agreement, and except as otherwise specifically provided in this Agreement, Barclay irrevocably and unconditionally releases, acquits, and forever discharges the Iowa Civil Rights Commission, the Individual Plaintiffs, and all of their officers, directors, employees, agents, and attorneys from any liability whatsoever from any claims, demands and causes of action of every nature whatsoever that they may have or may ever claim to have that relate to or arise out of all claims made, or which could have been made, in the action filed in the Iowa District Court for Muscatine County, Case No. CVCV021572 entitled *Iowa Civil Rights Commission ex rel. Doyne Forrester, et al. v. Wayne D. Barclay*.

6. Despite anything in this Agreement to the contrary, nothing in paragraphs 4 and 5, or in this Agreement generally, applies to actions for breach of this Agreement or to actions for breach of the stipulated consent judgment entered in the action filed in the Iowa District Court for Muscatine County, Case No. CVCV021572 entitled *Iowa Civil Rights Commission ex rel. Doyne Forrester, et al. v. Wayne D. Barclay*. Nor does anything in this Agreement apply to any other charges of housing discrimination filed with the Iowa Civil Rights Commission against Barclay before or after the date of this Agreement.

7. This Agreement identifies all the consideration that the Iowa Civil Rights Commission and the Individual Plaintiffs will receive from Barclay related to the claims covered by this Agreement. The Iowa Civil Rights Commission and the Individual Plaintiffs expressly acknowledge no other party or others acting on their behalf has made any promise for any additional consideration other than the consideration set forth in this Agreement.

8. By agreeing to this settlement, Barclay denies any wrongdoing or liability. He is settling for economic reasons, to buy peace, and to avoid the time, cost, and uncertainties of contesting the matter.

9. The parties acknowledge that this Agreement is a public record under chapter 22 of the Iowa Code and that it is available for public inspection and copying. In addition, Barclay acknowledges that the Iowa Civil Rights Commission may publicize this settlement.

10. All parties are executing this Agreement solely in reliance upon their own knowledge, belief, and judgment and not upon any representations made by any of the other parties or others on their behalf.

11. Each party represents to the other that:

- a. It has read this Agreement;
- b. It understands this Agreement; and
- c. It has freely and voluntarily signed this Agreement.

12. If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.

IOWA CIVIL RIGHTS COMMISSION

By: Beth Townsend  
Beth Townsend, Executive Director

Marco Forrester  
Marco Forrester

Doyne Forrester  
Doyne Forrester

Meagan Garner  
Meagan Garner

Scott Garner  
Scott Garner

Shirley Miller  
Shirley Miller

Casie Schlenzen  
Casie Schlenzen

Approved as to legal form & content:

By: Grant K. Dugdale  
Grant K. Dugdale  
Assistant Attorney General

Attorney for Iowa Civil Rights Commission, Doyne Forrester, Marco Forrester, Meagan Garner, Scott Garner, Shirley Miller, and Casie Schlenzen

Wayne D. Barclay  
Wayne D. Barclay

Approved as to legal form & content:

By:   
Daniel P. Kresowik

Attorney for Wayne D. Barclay