

### Summary of Conciliated Settlement Agreement FY13

A complaint of sexual orientation discrimination by Marla King against her employers, Vinton Family Medical Clinic, Virginia Gay Hospital, and Beverly Riege was successfully conciliated by the Iowa Civil Rights Commission on September 6, 2012. The agreement was reached after an Administrative Law Judge found probable cause existed to believe discrimination had occurred. Terms of the agreement include a payment of \$30,000 to Complainant; Respondents agreed to provide training for all administrators, managers, human resource personnel and supervisors at Vinton Family Medical Clinic and Virginia Gay Hospital including a review of state and federal anti-discrimination laws with special emphasis on discrimination and harassment based on sexual orientation; and Respondents will establish, publicize and enforce anti-harassment policies and complaint procedures. The policy is to be provided in Respondent's Employee handbook. Respondents denied all wrong-doing.

A complaint of discrimination in public accommodation based on gender identity filed by Charles Adams against Wes's Place, Rolfe, Iowa, was successfully conciliated on August 6, 2012. Terms of the agreement included an agreement by Respondent to allow Mr. Adams or any other patron of the bar identifying as female to use the female restroom and to allow men identifying as men to use the male restroom. Respondents denied all wrong-doing.

A complaint of gender identity discrimination by Jodie Jones against the Johnson County Sheriff's Department was successfully conciliated on June 19, 2013. The terms of the agreement include payment to Complainant the sum of \$7,000 and an agreement that the county will pass a resolution that it will be the policy of the county that persons should be permitted access in county buildings to facilities based on their gender identity. The Sheriff's department also agreed to adopt a policy acknowledging that persons should be permitted access to the public restrooms of their gender identity and individuals are not required to provide proof of such identity. The county agreed to publish the policies on internal and external websites. The Sheriff's department also agreed to undergo training to its deputies on discrimination training with special emphasis on public accommodations and gender identity issues. The department will sponsor similar training at the annual county wide law enforcement training so that peace officers from multiple municipalities in Johnson County will receive the training. Respondents denied all wrong-doing.

## 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 Schlenzen, 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 Schlenzen, 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

IN THE IOWA DISTRICT COURT FOR MUSCATINE COUNTY

IOWA CIVIL RIGHTS COMMISSION	)	Case No. CVCV021572	<b>FILED</b> 13 JUL 23 PM 2:20 JEFF L. TOLLENAER CLERK OF DISTRICT COURT MUSCATINE CO. IOWA
ex rel. DOYNE FORRESTER, MARCO	)		
FORRESTER, MEAGAN GARNER,	)		
SCOTT GARNER, SHIRLEY MILLER,	)		
AND CASIE SCHLENZEN,	)		
Plaintiff,	)	STIPULATED CONSENT JUDGMENT AND	
	)	PERMANENT INJUNCTION	
vs.	)		
WAYNE BARCLAY,	)		
Defendant.	)		

Plaintiff Iowa Civil Rights Commission ex rel. Doyne Forrester, Marco Forrester, Meagan Garner, Scott Garner, Shirley Miller, and Casie Schlenzen and Defendant Wayne D. Barclay agree as follows:

1. This court has jurisdiction over the parties and the subject matter of this case.
2. The Iowa Civil Rights Commission has filed this petition against Wayne D. Barclay for engaging in discriminatory practices under Iowa Code chapter 216.
3. As part of a settlement, Wayne D. Barclay hereby agrees to the entry of a consent judgment against him.

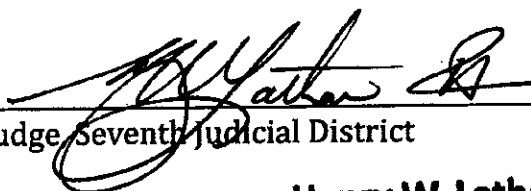
IT IS THEREFORE ORDERED that Wayne D. Barclay is hereby enjoined from violating the Iowa Civil Rights Act as it relates to housing.

IT IS FURTHER ORDERED that

1. Within 30 days of the date of this order, Wayne D. Barclay must hire an independent, third-party property management company to manage all rental properties that Barclay owns now or owns in the future. The property management company must be acceptable to the Iowa Civil Rights Commission. Barclay must not change the property management company without the prior written consent of the Iowa Civil Rights Commission.
2. Wayne D. Barclay must not initiate contact with tenants or future tenants. If tenants or prospective tenants contact Barclay about their tenancy or future tenancy, Barclay must refer the tenants or prospective tenants to the property management company. Nothing in this paragraph prevents Barclay from having contact with tenants in connection with any legal proceedings.
3. Wayne D. Barclay must never be physically present at any rental property he owns now or owns in the future.
4. Wayne D. Barclay must not have the keys to any rental property that he owns now or in the future.
5. This court will retain jurisdiction over this case for the purpose of enforcement.



Dated this 23<sup>rd</sup> day of July, 2013.

  
\_\_\_\_\_  
Judge, Seventh Judicial District  
**Henry W. Latham II**

Agreed to by:

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 form:  
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 form:  
David P. Kresowik  
David P. Kresowik

Attorney for Wayne D. Barclay