

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is executed by and between the Fair Housing Center of Central Indiana, Inc., and Donata Brown-Banks (collectively, the “Plaintiffs”), on the one hand, and Kirkpatrick Management Company, Inc., Twin Creeks Homeowners Association, Inc., and Erie Insurance Exchange, their insurer, (collectively, the “Settling Defendants”), on the other hand.

Plaintiffs and the Settling Defendants wish to finally and fully resolve the Action entitled *Fair Housing Center of Central Indiana, Donata Banks vs. Vicki New, Twin Creeks Homeowners Association, Inc. and Kirkpatrick Management Company, Inc.*, filed in the United States District Court for the Southern District of Indiana, Case Number 1:20-cv-01176 TWP-DLP (“Action”). This Agreement is intended to supplement to the terms set forth in the Proposed Consent Decree prepared jointly by the parties for issuance by the District Court.

By entering into this Agreement, the Settling Defendants do not admit any liability, expressly denying the same, and further expressly state that Defendant Vicki New has never been an agent of the Settling Defendants at any time. Neither the payment of the monetary terms detailed herein, nor the parties’ entering into the Proposed Consent Decree are to be construed as any admission of liability, guilt, fault, or admission of violation of any federal, state, or local law or regulation. The Settling Defendants have not been adjudicated as at fault by the Court, judge, or jury. Plaintiffs maintain their allegations and the Settling Defendants maintain their defenses. However, the Parties have mutually agreed to resolve the litigation on terms in this Agreement and the Proposed Consent Decree upon advice of their respective counsels.

In consideration of the mutual promises, assurances, and agreements set forth below and in the Proposed Consent Decree and in order to avoid further expense and uncertainty inherent in litigation, Plaintiffs and Settling Defendants agree as follows:

MONETARY TERMS

The Settling Defendants shall deliver a check via Fed Ex delivery to 8205 Pescadero Creek Road, Loma Mar, CA 94021, made payable to the Attorney-Client Trust Account of Brancart & Brancart in the amount of \$ 262,500.00 no later than April 1, 2022, or within 7 days of receiving Plaintiffs’ signatures on this Agreement via email, whichever is later. This amount is inclusive of, and intended to satisfy, all of Plaintiffs’ claims for damages, attorneys’ fees, and costs relating to this Action and/or investigation predating the Action.

Plaintiffs will provide W-9 forms and any other required tax documentation to Defendants’ counsel and confirm receipt of the check when delivered.

Within 7 days of receipt of the monetary amount set forth herein, Plaintiffs shall file a request for dismissal of all claims against the Settling Defendants, with prejudice, subject to the terms and conditions set forth in the consent decree and final order entered by the District Court. Plaintiffs’ claims against Defendant Vicki New shall also remain pending until and unless the Court enters a dismissal against her.

RELEASE TERMS

FOR VALUABLE CONSIDERATION as set forth herein and in the Proposed Consent Decree, and to the fullest extent permitted by law, the Plaintiffs and Settling Defendants, for themselves, their successors, heirs and assigns, fully and forever release, acquit, and forever discharge each other, and each and every one of their affiliates, successors, assigns, heirs, administrators, controlling and/or otherwise related entities, partners, employers, employees, attorneys, servants, agents, officers, directors, and all other representatives, of and from all claims, actions, causes of action, demands, rights, damages, costs, expenses, and compensation whatsoever, whether known or unknown, foreseen or unforeseen, which the undersigned have now or which may hereafter accrue, relating to, or in any way connected with, the events and occurrences as set forth and described in and which are the subject of the complaint filed in the Action, except for and subject to the terms and conditions set forth in the consent decree and final order entered by the District Court pursuant to the settlement and dismissal of this action.

This is intended as a full and complete release and discharge of any and all claims that the undersigned may or might have or had by reason of the incidents or activities as alleged in the Complaint filed in this Action, except for and subject to the terms and conditions set forth in the consent decree to be entered by the District Court pursuant to the settlement and dismissal of the Action. The Plaintiffs and Settling Defendants agree that the foregoing release is to be construed as broadly as lawfully possible and is meant to include, to the fullest extent permitted by law, all possible claims arising out of the incidents or activities as alleged in the Complaint, including but not limited to, any action or inaction relating to Defendant Vicki New.

The undersigned hereby declare and represent that the undersigned are executing this Agreement after having received full legal advice as to their rights from their legal counsel.

Each signatory is legally competent and authorized to execute this Agreement on behalf of the party whose name is subscribed at the signatories' line.

This Agreement may be executed in counterparts.

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The undersigned hereby certify that the undersigned have read all of this Agreement and fully understand all of same.

Amy Nelson, On Behalf of the Fair Housing
Center of Central Indiana, Inc.

Date


Donata Brown-Banks

3/4/2022
Date

Dan Quigley, On Behalf of Kirkpatrick
Management Company, Inc.

Date

Wyatt Smith, On Behalf of Twin Creeks
Homeowners Association, Inc.

Date

Erick Horn, On Behalf of Erie Insurance
Exchange

Date

APPROVED AS TO FORM AND CONTENT BY:

Liza Cristol-Deman
Attorney for Plaintiffs

Date

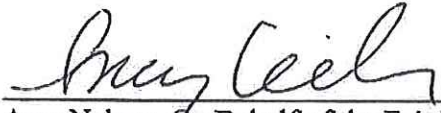
Jeffrey S. Macey
Attorney for Plaintiffs

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Crystal S. Wildeman
Attorney for Defendant Kirkpatrick
Management Company, Inc. and Twin Creeks
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Liza Cristol-Deman
Attorney for Plaintiffs

3.7.22

Date



Jeffrey S. Macey
Attorney for Plaintiffs

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Attorney for Defendant Kirkpatrick
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Attorney for Plaintiffs

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Attorney for Plaintiffs

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Crystal S. Wildeman

Crystal S. Wildeman
Attorney for Defendant Kirkpatrick
Management Company, Inc. and Twin Creeks


3/8/22

Date

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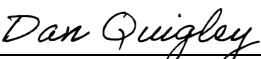
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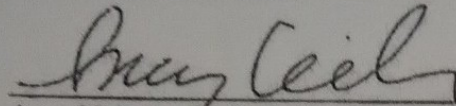
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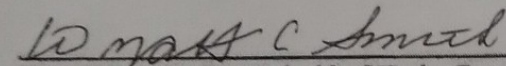
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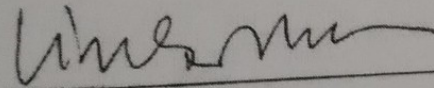
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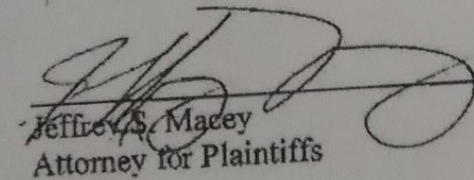
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