

SETTLEMENT AGREEMENT

Following mediation with the assistance of Michael Marks, Esq., the Parties signing below have reached the following settlement agreement in reference to all of the issues arising out of or related to the following case: *Katherine Baker and Ming-Lien Linsley, and Vermont Human Rights Commission v. Wildflower Inn a/k/a DOR Associates LLP*, Docket No. 183-7-11 Cacv ("Lawsuit). The Parties shall exchange the documents and payments required to implement the following.

1. Contingency. This Agreement shall be contingent upon approval by the Vermont Human Rights Commission no later than August 31, 2012. This Agreement shall remain confidential until it is approved by the Vermont Human Rights Commission. The Vermont Human Rights Commission shall notify counsel for the Wildflower Inn at least one day in advance of the meeting at which approval of his Agreement shall be considered.

2. Payment. The Wildflower Inn a/k/a DOR Associates, LLP, shall make the following payments in full settlement of this Lawsuit: A) The sum of Ten Thousand Dollars to the Vermont Human Rights Commission as a civil penalty; and, B) The sum of Twenty Thousand Dollars to a Charitable Trust to be established and designated by Katherine Baker Linsley and Ming-Lien Linsley. Payments shall be made on the following schedule: Five Thousand Dollars to the Vermont Human Rights Commission and Five Thousand Dollars to the Charitable Trust no later than September 4, 2012; Five Thousand Dollars to the Vermont Human Rights Commission and Five Thousand Dollars to the Charitable Trust no later than September 4, 2013; Five Thousand Dollars to the Charitable Trust no later than September 4, 2014; Five Thousand Dollars to the Charitable Trust no later than September 4, 2015. No interest shall be due on these payments. Payment of the sums required under this paragraph shall be the obligation of the Consent Decree described in this Agreement.

3. Other Agreements.

- A: The Human Rights Commission and the Wildflower Inn stipulate that the Human Rights Commission decision in 2005 in the case involving the Wildflower Inn was relied upon in good faith by the Wildflower Inn, and that the Wildflower Inn's owners believed they were operating lawfully in compliance with that decision.
- B: The Wildflower Inn acknowledges that it will no longer rely on the decision in the 2005 case for any conduct that occurs after the date of this Agreement; that it has changed its past practices; that it will not engage in such practices in the future; and that it will comply with the terms of this Agreement and Vermont's Fair Housing and Public Accommodations Act.
- C: Jim and Mary have discussed this case with Ming and Kate. They know each other to be people of good will, and wish each other the best. Each party regrets the harm and loss that the other has suffered.
- D: The Parties agree that DOR Associates LLP will refrain from hosting weddings or wedding receptions in the future.
- E: The Parties stipulate to the entry of a Declaratory Judgment declaring that disparate treatment of same-sex couples in the future—including a failure to answer inquiries from those couples and discouragement of the couples from using the accommodations, facilities, advantages and privileges of any place of public accommodation—violates the terms of Vermont's Fair Housing and Public Accommodations Act.
- F: The Plaintiffs, ACLU, and the Human Rights Commission agree that they will not take any administrative or legal action against the Wildflower Inn for any conduct that occurred before the date of this Agreement that arises out of or is related to the claims that are the subject of this Lawsuit, or claims of similar conduct involving other persons. The Plaintiffs, ACLU and the Human Rights Commission waive any right to seek attorneys' fees and costs. All claims,

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including but not limited to claims for monetary payments of any kind, are resolved by this Agreement.

G: The Parties stipulate to the entry of a Consent Decree vesting the Vermont Superior Court with jurisdiction to enforce the terms of this Agreement.

4. Miscellaneous. This Agreement is a comprehensive agreement; all prior understandings and discussions are merged into this Agreement. This Agreement may only be amended by a written instrument signed by all Parties. The Parties shall execute such additional documents as are reasonably requested to implement this Agreement. This Agreement shall be interpreted under the laws of the State of Vermont. All Parties were represented by counsel in the drafting of this Agreement. The presumption against the drafter shall not apply to the construction of this Agreement. Any participation by the mediator in the drafting of this agreement was in his capacity as mediator in recording mutually agreeable settlement terms, and does not constitute legal advice to any of the Parties. Photocopies of this Agreement shall be as effective as the original. This Agreement shall be binding and enforceable against the successors, heirs and assigns of the Parties.


Dated at South Burlington, Vermont, this 2nd day of August, 2012.



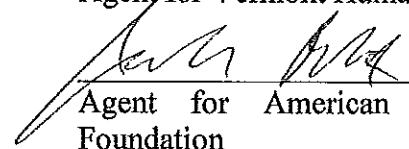
Katherine Baker Linsley



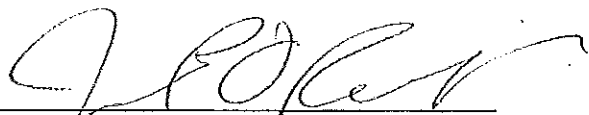
Ming-Lien Linsley



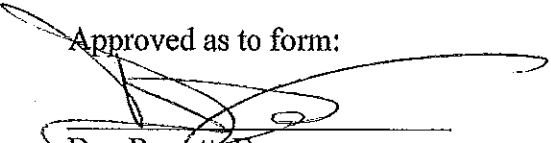
Agent for Vermont Human Rights Commission



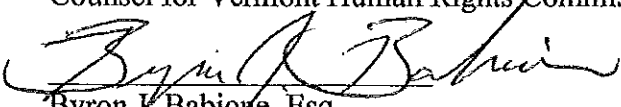
Agent for American Civil Liberties Union
Foundation


Agent for Wildflower Inn a/k/a DOR Associates,
LLP

Approved as to form:


Dan Barrett, Esq.
Joshua Block, Esq.
Counsel for Baker and Linsley


Robert Appel, Esq.
Counsel for Vermont Human Rights Commission


Byron J. Babione, Esq.
James A. Campbell, Esq.
Counsel for Wildflower Inn

VERMONT HUMAN RIGHTS COMMISSION

This Settlement Agreement reached through mediation with the assistance of Michael Marks, Esq. is hereby approved and the Commission will stipulate to the entry of a Consent Decree resolving the lawsuit brought by plaintiffs Katherine Baker and Ming-Lien Linsley and intervenor Human Rights Commission alleging public accommodation sexual orientation discrimination against the Wildflower Inn a/k/a/ DOR Associates LLP, Docket No. 183-7-11 Cacv. The Commission agrees to take no further action in this matter other than any action necessary to enforce the terms of this agreement.

Dated at Montpelier, Vermont, this 23rd day of August, 2012.

By: Mary C. Marzec Gerrior
Mary Marzec Gerrior, Chair

Nathan Besio
Nathan Besio, Commissioner

~absent~
Mary Brodsky, Commissioner

Mercedes Mack
Mercedes Mack, Commissioner

Donald R. Vickers
Donald Vickers, Commissioner

