

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division

HOUSING OPPORTUNITIES MADE
EQUAL OF VIRGINIA, INC.,
Plaintiff,

v.

TERESA LOUISE VETTER,
Defendant.

Civil Action No. 3:20CV347 (HEH)

MEMORANDUM OF UNDERSTANDING
REGARDING SETTLEMENT AGREEMENT

The parties agree that this case is settled on the following terms and conditions and that this Memorandum of Understanding (the "MOU") is enforceable as a contract:

1. That Defendant, Teresa Vetter, shall pay to Plaintiff, Housing Opportunities Made Equal of Virginia, Inc. ("HOME"), the total sum of twenty-five thousand dollars (\$25,000), inclusive of all attorneys' fees and costs, within 30 days following execution of this MOU;
2. That Defendant and/or any related companies agree not to be a residential landlord for the next five years, except for tenants currently in properties owned by Defendant. Defendant further agrees not to sub-lease or assign any existing tenancies. Defendant's personal residence, however, is exempt from this provision;
3. That Defendant agrees to undertake reasonable efforts to sell her current apartment properties, to wit [REDACTED] in the City of Richmond, Virginia ("Properties") within 36 months, which efforts shall include

listing the Properties for sale with a reputable real estate agent at a commercially reasonable sale price. Defendant shall provide notice to Alexander Guzman, Director of Fair Housing at HOME, within 10 days of any final executed contract for the sale of any of the Properties. Notice shall be sent to 626 East Broad Street, Suite 400, Richmond, Virginia 23219 or via email at aguzman@homeofva.org;

4. That Defendant agrees to take a landlord training class through the Virginia Fair Housing Office of the Department of Professional and Occupational Regulation;
5. That on or before January 15, 2021, the parties will execute a formal Settlement Agreement and all further documentation necessary to effectuate the terms of this MOU;
6. That the Settlement Agreement shall contain a mutual release clause where HOME and Defendant release one another from all claims, causes of action, and liens which have arisen and may arise in connection with the factual allegations in the Complaint other than the enforcement of this MOU and any related Settlement Agreement;
7. That the Parties agree not to further publicize Defendant's personal address or the Properties' addresses;
8. The parties agree that U.S. Magistrate Judge Elizabeth W. Hanes retains jurisdiction and authority to resolve any disputes concerning the terms agreed to in this MOU, or any subsequently signed Settlement Agreement. The parties further agree that any resolution determined by Judge Hanes shall be conclusive and that Judge Hanes may award the prevailing party its costs, including reasonable attorney's fees, consistent with

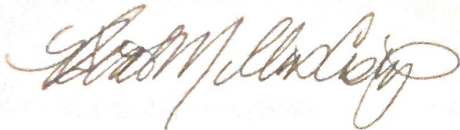
prevailing law;

9. The parties authorize their respective counsel to file a Stipulation of Dismissal with prejudice. The Stipulation of Dismissal is to be filed within ten (10) business days of the execution of the final Settlement Agreement. The parties agree that pursuant to *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375 (1994), the Stipulation of Dismissal will explicitly reserve jurisdiction in this Court to enforce the terms of the parties' final Settlement Agreement.

Seen and agreed to:

Plaintiff:

Defendant:

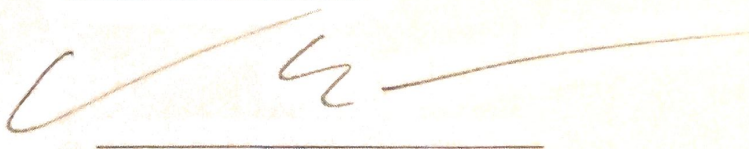
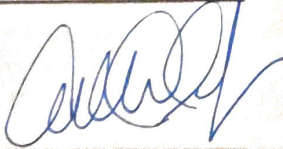


Heather Mullins Crislip, President and CEO
Housing Opportunities Made Equal of VA



Counsel for Plaintiff:

Counsel for Defendant:



DATED: December 18, 2020