

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “Agreement”) is entered into by and between HOUSING OPPORTUNITIES MADE EQUAL OF VIRGINIA, INC. (“HOME”) and TERESA LOUISE VETTER (“Vetter”). Each party to this Agreement may be referred to as a “Party,” and HOME and Vetter may be referred to collectively as the “Parties.” The Parties agree that the “Effective Date” of this Agreement shall be December 18, 2020.

Recitals

WHEREAS, HOME filed a Complaint in the United States District Court, Eastern District of Virginia, styled *Housing Opportunities Made Equal of Virginia, Inc. v. Teresa Louise Vetter*, Civil Action No. 3:20CV347-HEH (the “Lawsuit”), alleging that Vetter had made discriminatory statements in violation of 42 U.S.C. § 3604; and

WHEREAS, the Parties desire to avoid further expense, time, effort, and uncertainty related to litigation; and

WHEREAS, the Parties desire to release one another from any and all claims made and claims that could have been made against each other, including without limitation, claims concerning, related to, or arising out of the matters that form the bases of the Lawsuit.

NOW, THEREFORE, in consideration of the mutual execution of this Agreement, the recitals set forth above and the terms, conditions, and promises set forth below, the receipt and sufficiency of which consideration is acknowledged, the Parties hereby agree as follows:

Agreement

1. **Recitals.** The foregoing Recitals are incorporated herein as material terms of this Agreement.
2. **Memorandum of Understanding.** The Memorandum of Understanding, signed by the Parties on December 18, 2020, is hereby expressly incorporated into this Agreement and is attached as Exhibit A (“Memorandum of Understanding”) to this Agreement.

3. **Vetter to Pay Settlement Payment to HOME.** Vetter shall pay to HOME a total of \$25,000.00.

4. **Release of Vetter by HOME.** HOME, in consideration of the good and valuable consideration described herein knowingly and voluntarily releases and forever discharges Vetter of and from any and all claims, causes of action, rights of action, controversies, damages, fees, costs, sanctions, and demands of every name and nature, whether asserted or unasserted, fixed or contingent, known or unknown, in law or in equity, in contract or tort, or under any state or federal statute or regulation or otherwise which HOME may have had against Vetter arising from the facts alleged in, or related to, the Lawsuit as of the Effective Date.

5. **Release of HOME by Vetter.** Vetter, in consideration of the good and valuable consideration described herein, the receipt of which she hereby acknowledges, knowingly and voluntarily releases and forever discharges HOME of and from any and all claims, causes of action, rights of action, controversies, damages, fees, costs, sanctions, and demands of every name and nature, whether asserted or unasserted, fixed or contingent, known or unknown, in law or in equity, in contract or tort, or under any state or federal statute or regulation or otherwise which Vetter may have had against HOME as of the Effective Date.

6. **Magistrate Judge Retains Jurisdiction.** The Parties agree that U.S. Magistrate Judge Elizabeth Hanes retains jurisdiction and authority to resolve any disputes concerning the terms agreed to in this Agreement, which is made in furtherance of the Parties' Memorandum of Understanding signed on December 18, 2020. Any resolution determined by Judge Hanes shall be conclusive, and Judge Hanes may award the prevailing party its costs, including reasonable attorney's fees, consistent with prevailing law.

7. **Dismissal of Litigation with Prejudice.** No later than January 25, 2021, the Parties shall file a Stipulation of Dismissal, with prejudice, of the Lawsuit reciting that all parties are to bear their own costs and attorney's fees in the matter. The stipulation shall state that the United States District Court, Eastern District of Virginia, Richmond Division, reserves jurisdiction to enforce the terms of the Agreement.

8. **Acknowledgements, Representations, and Warranties.** The Parties voluntarily execute and represent that each is entering into the Agreement without commission of any fraud or subject to duress, and each Party represents and warrants to each other Party that the Party has read and fully understands every provision hereof and has had the opportunity, in connection with the negotiation and execution of the Agreement, to seek the advice and representation of legal counsel of the Party's choice.

9. **Agreement Supersedes Prior Understandings.** The Agreement and the Memorandum of Understanding signed on December 18, 2020, contains the entire agreement between and among the Parties with respect to the subject matter of this Agreement and supersedes all prior discussions, agreements, negotiations, and memoranda of understanding relating to the settlement of the matters and claims settled by the Agreement.

10. **Modification and Amendment.** The Agreement cannot be modified or amended unless such modification or amendment is stated in a writing executed by all Parties or their respective successors in interest.

11. **Binding on Parties in Interest.** This Agreement shall be binding upon the Parties and their successors, assigns, affiliates, partners, privies, attorneys, heirs, executors, administrators, and other representatives.

12. **Counterparts.** The Agreement may be executed in any number of counterparts which may be transmitted electronically (such as by e-mail or facsimile), each such counterpart deemed to be an original, and all of which together shall be deemed to be one and the same original instrument. This document shall not be binding on or constitute evidence of a contract between the Parties until such time as a counterpart of this document has been executed by each Party and a copy thereof delivered to each Party to this Agreement or such Party's counsel.

13. **Waiver.** The failure of a Party to insist upon the strict performance of any requirement hereunder shall not be deemed a waiver of the right to subsequently insist upon the strict performance of the same or any other requirement of the Agreement.

14. **Severability.** If any one or more of the sections, clauses, provisions, or terms contained in

the Agreement is held invalid, illegal, or unenforceable in any respect, such sections, clauses, provisions, or terms contained therein shall be fully severable, and the validity, legality, and enforceability of the remaining sections, clauses, provisions, or terms contained in the Agreement will not in any way be affected or impaired.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed the foregoing Agreement:

By: Heather Mullins Crislip
President and CEO of Housing Opportunities Made
Equal of Virginia, Inc.

Date: _____

By: Teresa Louise Vetter

Date: _____