

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter “**Agreement**”) is entered into by and between the Ashley Butler and the Fair Housing Partnership of Greater Pittsburgh, jointly and separately (“**Plaintiffs**”), and Sundo Capital, LLC, Michael Sundo and Sladack Holdings, LLP, jointly and separately (jointly and severally “**Defendants**”). Plaintiffs and Defendants shall hereinafter be collectively referred to as the “Parties.”

WHEREAS, Plaintiff, Ashley Butler, and her ex-husband Terry Butler, Jr., were tenants under a lease agreement with Defendant Sundo Capital (the “**Lease**”).

WHEREAS, Plaintiffs filed a Complaint against Defendants in the United States District Court for the Western District of Pennsylvania, at Civil Action No. 2:20-cv-01607-NR, bearing the following caption: *Ashley Butler and Fair Housing Partnership of Greater Pittsburgh v. Sundo Capital, LLC, Michael Sundo and Sladack Holdings, LP*¹ (the “**Action**”).

WHEREAS, Defendants filed an eviction complaint against Plaintiff Ashley Butler in the Court of Common Pleas of Allegheny County, Pennsylvania, at Docket No. LT-19-001038, and Plaintiffs filed an administrative fair housing complaint against Defendants with the Pennsylvania Human Relations Commission, at Docket No. 201901595 (collectively the “**Related Actions**”).

WHEREAS, the Parties deny all liability in the Action and Related Actions.

WHEREAS, Defendants filed a Motion to Dismiss the Complaint in the Action, and the Court denied the Motion to Dismiss.

WHEREAS, the Parties now desire to avoid the costs and uncertainties of continued legal proceedings related to the Action and Related Actions, and to resolve and settle amicably

¹ Sladack Holdings, LP was named as Sladack Holdings, LLP in the Action.

any and all claims or potential claims by the Parties that arise from the allegations and transactions at issue in the Action and Related Actions.

NOW THEREFORE, for and in consideration of the mutual promises and agreements set forth herein, and intending to be legally bound, the Parties agree and contract as follows:

1. Recitals: The foregoing Recitals are, by this reference, incorporated into the body of this Agreement as if the same had been set forth herein.
2. Effective Date: The effective date of this Agreement shall be November 25, 2021.
3. Revisions to Defendants' Leases: Within sixty (60) days of the Effective Date of this Agreement, Defendants shall add the following lease provision, by addendum or otherwise, to all residential leases presently utilized by Defendants, and Defendants shall include the provision in all future leases utilized by Defendants:

“Notwithstanding any other provision of this lease, the Tenant may terminate this lease agreement without penalty or liability if the Tenant or a member of the Tenant’s household fears imminent violence or harm by a person after being subjected to domestic violence, sexual assault or stalking. In order to exercise this provision, the Tenant must provide written notice to the Landlord: 1) stating the Tenant or household member’s belief of imminent risk of harm from a person if the Tenant or household member remains in the leased premises; 2) containing documentary evidence of the domestic violence, sexual assault or stalking, such as a protection from abuse or restraining order, a police report or other record from a law enforcement agency, or a verification from a third-party provider of services related to the domestic violence, sexual assault or stalking, such as a healthcare provider, domestic violence agency or social worker. After providing such notice, the Tenant shall be released from the Lease effective thirty days from the date of the notice or such earlier date as agreed-upon by the Landlord and Tenant. Nothing in this section shall affect the Tenant’s liability for delinquent, unpaid rent, or any other amounts owed to the Landlord due under the Lease prior to the effective date of termination of the

lease. Notwithstanding anything hereto to the contrary, Tenant shall be responsible for any and all costs and expenses for any and all damage to the leased premises caused by the gross negligence or willful misconduct of the Tenant.”

Within ten (10) days of completing the incorporation of this lease term into all residential leases presently utilized by Defendants, Defendants shall provide to Plaintiffs, via their counsel, confirmation of this incorporation.

4. Training: Within ninety (90) days of the Effective Date of this Agreement, the Defendants shall ensure that all of Defendants’ employees or agents who directly participate in the management or operation of residential rental properties owned by Defendants have attended a fair housing training of at least three (3) hours in duration that is provided by a the Department of Housing and Urban Development (HUD), or by a Fair Housing Organization or Fair Housing Assistance Program approved by HUD, and Defendants shall provide to Plaintiffs, via their counsel, confirmation of attendance and completion of said training within ten (10) days of completion. Plaintiffs shall provide Defendants a list or appropriate web links to potential trainings to ensure acceptance by Plaintiffs.

5. Dismissal of the Action and Retention of Jurisdiction by Court to Enforce the Agreement: Within ten (10) days of the Effective Date of this Agreement, Plaintiffs’ counsel shall file the motion and proposed order attached hereto as Exhibit A. The Parties acknowledge and agree that this Agreement is contingent upon the entry of an Order by the Court dismissing the Action with prejudice and retaining jurisdiction to enforce this Agreement. For purposes of clarification, this Settlement Agreement shall not be attached to or filed with the motion and proposed order attached hereto as Exhibit A.

6. Dismissal of Related Actions: Within thirty (30) days of the Effective Date of this Agreement, the Parties shall file appropriate documentation to settle and discontinue the

respective Relation Actions and provide written confirmation of the same. The Parties shall also file appropriate documentation to settle and discontinue any and all other claims, actions, requests for damages, suits, or other proceedings, if any, related to or in any way connected with (in each case whether directly or indirectly) the Lease, Action or Related Actions.

7. Releases: The Parties hereby release and discharge each other, as well as any of their parents, subsidiaries successors, assigns, officers, directors, employees, agents, and representatives, from any and all suits, causes of action, complaints, obligations, demands, or claims of any kind, whether in law or in equity, direct or indirect, known or unknown, suspected or unsuspected, that were raised or required to have been raised by the Parties and each of their heirs, beneficiaries, successors, assigns, subsidiaries, employees, servants, agents, representatives, attorneys, officers, directors, shareholders, partners, owners, related or affiliated corporations, in the Action or Related Actions. This release does not apply to the enforcement of this Agreement.

8. Neutral Landlord and Tenant References:

a. Within thirty (30) days of the Effective Date of this Agreement, Defendants shall provide Ms. Butler with a written neutral landlord reference, the text of which the Parties shall cooperate to develop, and in the event that Defendants are contacted by prospective landlords regarding Ms. Butler, with a neutral verbal or written reference; and

b. Within thirty (30) days of the Effective Date of this Agreement, Ms. Butler shall provide Defendants with a written neutral landlord reference, the text of which the Parties shall cooperate to develop, and in the event that Ms. Butler is contacted by prospective tenant applicants regarding Defendants, with a neutral verbal or written reference.

9. Non-Admission of Liability: This Agreement is a compromise of disputed claims in the Action and Related Actions and shall in no way be construed as an admission of

liability, guilt, responsibility, or fault, of any kind (in each case, directly or indirectly), on the part of the Parties, or any of its heirs, successors, affiliates, parents, subsidiaries, holding companies, employees, agents, representatives, beneficiaries, assigns and/or insurers, all of whom expressly deny any liability.

10. Settlement Sum: Within twenty (20) days of the Effective Date of this Agreement, Defendants shall make the following payments, which includes any attorneys' fees and all related expenses:

- a. to Plaintiff Ashley Butler: \$11,500, via check made payable to "Ashley Butler;" and
- b. to Plaintiff Fair Housing Partnership of Greater Pittsburgh: \$1,000, made payable to "Fair Housing Partnership of Greater Pittsburgh."

11. Miscellaneous Provisions:

a. Each Party to this Agreement shall be responsible for and pay all of their own attorneys' fees, costs, and expenses incurred to date relating to the Action and the Related Actions, and each Party shall be responsible to pay their own income taxes relating to this Agreement, if any.

b. In the event that a dispute arises regarding the implementation of this Agreement, the Parties and their counsel shall meet and confer, and shall work in good faith to resolve any such dispute by cooperation, before bringing any such dispute to the Court for resolution.

c. This Agreement sets forth the entire agreement between the Parties, and fully supersedes any prior or contemporaneous agreements or understandings between the Parties. The Parties also acknowledge that they have not relied on any representation, promises, or agreements of any kind except for those set forth in this Agreement.

d. This Agreement may not be modified except upon express written consent of all Parties wherein specific reference is made to this Agreement.

e. The Parties agree that all executed copies of this Agreement and photocopies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument and shall be deemed fully executed upon the receipt by each of the Parties of a facsimile or PDF copy of the executed counterpart by the other Party.

f. The Parties acknowledge that they have had an opportunity to consult with counsel of their own choice, that they have read this Agreement and have had it fully explained to them, that they are fully aware of the contents of this Agreement and of its legal effect and fully understand and agree to each and every provision hereof without reservation, that they have executed this Agreement with the consent and on the advice of their counsel and that they have executed this Agreement in reliance on their own judgment and free from any coercion, duress or undue influence.

g. This Agreement shall be governed and conformed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions.

h. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement, which shall be enforced as if the invalid provisions were not a part thereof.

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Signatures

Date: 12/1/2021

Ashley Butler

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Fair Housing Partnership of Greater Pittsburgh

By: _____

Its: _____

Date: _____

Michael Sundo

Sundo Capital, LLC

By: _____

Its: _____

Sladack Holdings, LP,

By: _____

Its: _____

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Signatures

Date: _____

Ashley Butler

Fair Housing Partnership of Greater Pittsburgh

By: Mr. C. V. [Signature]

Its: EXECUTIVE DIRECTOR

Date: 11/28/2021

Michael Sundo

Sundo Capital, LLC

By: _____

Its: _____

Sladack Holdings, LP,

By: _____

Its: _____

(Remainder of page left intentionally blank)

Signatures

Date: _____

Ashley Butler

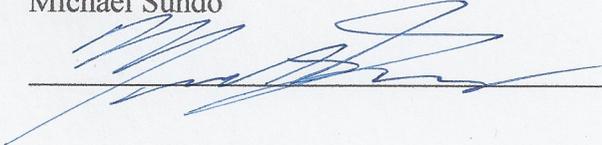
Fair Housing Partnership of Greater Pittsburgh

By: _____

Its: _____

Date: 11-18-2021

Michael Sundo



Sundo Capital, LLC

By:  _____

Its: Manager Member

Sladack Holdings, LP,

By:  _____

Its: Manager Member & General Partner

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EXHIBIT A

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**IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
PENNSYLVANIA**

ASHLEY BUTLER and FAIR HOUSING
PARTNERSHIP OF GREATER PITTSBURGH,

Plaintiffs,

v.

SUNDO CAPITAL, LLC, MICHAEL SUNDO
and SLADACK HOLDINGS, LLP

Defendants.

Civil Action No.: 2:20-cv-01607-NR

Electronically Filed

**UNOPPOSED MOTION FOR VOLUNTARY DISMISSAL OF ACTION AND RETENTION
OF JURISDICTION TO ENFORCE SETTLEMENT AGREEMENT**

The Plaintiffs, by and through their undersigned counsel, consistent with the settlement agreement reached by the Parties, hereby respectfully move the Court to enter the proposed order attached hereto dismissing the case and retaining jurisdiction for purposes of enforcement of the settlement agreement.

Respectfully submitted,

/s/ Kevin Quisenberry
Kevin Quisenberry, Esq.
Pa. I.D. #90499
kquisenberry@cjplaw.org

/s/ Jacqueline Perlow
Jacqueline Perlow, Esq.
Pa.I.D. #321594
jperlow@cjplaw.org

Community Justice Project
100 Fifth Avenue, Suite 900
Pittsburgh, PA 15222
(412) 434-6002

Counsel for the Plaintiff

**IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
PENNSYLVANIA**

ASHLEY BUTLER and FAIR HOUSING
PARTNERSHIP OF GREATER PITTSBURGH,

Plaintiffs,

v.

SUNDO CAPITAL, LLC, MICHAEL SUNDO
and SLADACK HOLDINGS, LLP

Defendants.

Civil Action No.: 2:20-cv-01607-NR

Electronically Filed

ORDER

AND NOW, this ____ day of _____, 2021, upon consideration of the Plaintiffs' Unopposed Motion for Voluntary Dismissal of Action and Retention of Jurisdiction to Enforce Settlement Agreement (ECF No. ____), it is hereby **ORDERED** the motion is **GRANTED**. This civil action shall be marked as dismissed, and the Court shall retain jurisdiction for purposes of enforcement of the settlement agreement negotiated by the Parties.

BY THE COURT:

J. Nicholas Ranjan
United States District Judge