

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Norfolk Division**

EVONNE BRYANT, et al.,)	
)	
)	
Plaintiffs,)	
)	Case No. 2:20-CV-00026-RCY-RJK
)	
v.)	
)	
CITY OF NORFOLK, et al.,)	
)	
)	
Defendants.)	
)	
)	

JOINT STIPULATION OF DISMISSAL

Come now Plaintiffs Evonne Bryant, Sylvia Givens, Brandon Spratley, Conswayla Simmons, Residents of the St. Paul’s Quadrant Tenant Group, and New Virginia Majority (together, “Plaintiffs”); and Defendants City of Norfolk (“City”), Norfolk Redevelopment and Housing Authority (“NRHA”), United States Department of Housing and Urban Development and Marcia Fudge, Secretary of Housing and Urban Development in her official capacity (together “HUD”), and Ronald Jackson, Executive Director of NRHA in his individual and official capacity (together “Defendants”; Plaintiffs and Defendants individually “Party”, and together, “Parties”), and hereby notify this Court that the Parties have entered into a settlement agreement to resolve this matter, and accordingly move the Court to dismiss all of Plaintiffs’ claims.

By agreement of the Parties, *see* settlement agreement, attached hereto as Exhibit 1, Plaintiffs will dismiss their claims with prejudice, with each Party to bear its own attorneys’ fees

and all other costs, subject to the Court's retention of jurisdiction for the sole purpose of interpreting and enforcing the terms of the Parties' settlement agreement. *See Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375 (1994); *Hawthorne v. James River Petroleum, Inc.*, No. 3:20-cv-5844, 2021 WL 1608665 (E.D. Va. Feb. 5, 2021).

WHEREFORE, the Parties respectfully move this Court for an Order dismissing Plaintiffs' claims pursuant to the Parties' settlement agreement, and as outlined in the attached proposed Order, and for such further relief as the Court deems appropriate.

Dated: November 24, 2021

By: /s/ Stanley J. Brown

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Counsel for Defendant Ronald Jackson

EXHIBIT A

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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter the “Agreement”) is entered into as and by and between by Evonne Bryant, Sylvia Givens, Brandon Spratley, Conswayla Simmons, Residents of the St. Paul’s Quadrant Tenant Group, and New Virginia Majority (collectively, the “Plaintiffs”) and City of Norfolk (the “City”), the Norfolk Redevelopment and Housing Authority (“NRHA”), Ronald Jackson, the U.S. Department of Housing and Urban Development (“HUD”), and, in her official capacity, Secretary Marcia Fudge (collectively, the “Defendants”) (Plaintiffs and Defendants are collectively the “Parties” and may be referred to individually as a “Party”).

WHEREAS, the Parties are parties to a civil action styled Bryant et al. v. City of Norfolk, et al., Civ. No. 2:20-cv-00026-RCY-RJK in the United States District Court for the Eastern District of Virginia (the “Lawsuit”).

WHEREAS, the Parties to this Agreement agree to further resolve any and all disputes, claims and actions or causes of action between the Parties related to the Lawsuit by and through this Agreement;

THEREFORE, for and in consideration of the mutual promises and covenants contained herein and the execution of this Agreement, the Parties hereby specifically agree and covenant as follows:

1. **Capitalized Terms.** Capitalized terms shall have the definitions set forth on Exhibit A unless otherwise defined herein.
2. **Replacement Units/Right to Return.**
 - a. The City and the NRHA shall take all appropriate steps pursuant to the Grant Agreement and develop and implement a CNI Plan that provides for 260 Hard Replacement Units within the CNI Area.

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b. The City and the NRHA shall take all appropriate steps pursuant to the Grant Agreement and develop and implement a CNI Plan that provides for 70 offsite Hard Replacement Units as set forth in the CNI NOFA as part of the CNI Program.

c. Eligible Residents shall have a preference offered per the priority set forth in the NRHA Return Policy to lease forty-one (41) Project Based Voucher units in Market Heights which are scheduled to be available by December 31, 2022, before applicants who are otherwise eligible for such housing, provided, however, that this preference shall only be given until the earlier of (i) five (5) years after the date when the last Market Heights Project Based Voucher unit becomes available for occupancy by a tenant, or (ii) the date when NRHA no longer controls the wait list for these units. Any Eligible Resident who chooses to occupy a Market Heights Project Based Voucher unit will retain the Right to Return to the redeveloped Tidewater Gardens.

d. Eligible Residents shall have a right of first refusal offered per the priority set forth in the NRHA Return Policy for the on-site LIHTC-Only Units being developed as part of the CNI Housing Plan through initial lease up on a building by building basis. An Eligible Resident retains such right, even if the Eligible Resident has already received permanent relocation benefits.

e. Eligible Residents will have a 45-day exclusive period to apply for admission to Hard Replacement Units, on-site LIHTC-Only Units, and Market Heights Project Based Voucher units at the start of initial lease-up as each building is preparing for occupancy.

f. Eligibility Standards shall be the following without regard to whether the Eligible Resident seeks to rent a Hard Replacement Unit, an on-site LIHTC-Only Unit or a Market Heights Project Based Voucher unit:

- i. Eligibility standards set forth in HUD guidelines, HUD regulations and statutory requirements as may be amended from time to time.

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- ii. Criminal activity may be a basis to exclude an otherwise Eligible Resident only as set forth in the applicable HUD guidelines, HUD regulations, and statutory requirements. Additionally, if NRHA was aware of an Eligible Resident's criminal record and that resident was recertified to continue to live in public housing, that record may not be used to deny eligibility.
- iii. In the event that an Eligible Resident does not meet the eligibility standards for LIHTC-Only Units, a Hard Replacement Unit will be made available provided the Eligible Resident meets the eligibility standards set by HUD for Project Based Voucher units. This obligation does not require the construction of more than the total number of subsidized housing units enumerated in this Agreement.
- iv. From and after the Effective Date of this Agreement, in the event that NRHA denies preference or terminates assistance to an Eligible Resident, NRHA shall provide to that resident (a) a notice of the right to appeal through the grievance process provided by the NRHA Administrative Plan or the NRHA Admissions and Continued Occupancy Plan, as applicable, and (b) the address and telephone number of the Legal Aid Society of Eastern Virginia in order to seek legal representation during the appeal process.
- v. The City or NRHA shall require any management company that manages any of the units developed under the HUD-approved CNI Housing Plan to be bound by subsections 2(f)(i)-(iv) above.

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g. All Eligible Residents exercising the rights set forth in Sections 2(a)-(d) above, shall have any security deposits for the new units, actual and reasonable moving expenses, and penalties for early lease termination paid by the NRHA and the City. For Eligible Residents who face multiple moves within NRHA owned properties, because they cannot use their voucher before they are displaced from their current Tidewater Gardens residence, NRHA and the City will pay their actual and reasonable moving costs.

h. The Hard Replacement Units and LIHTC-Only Units must have enough bedrooms to accommodate Eligible Residents exercising their Right to Return (i.e., the residents would get units with the same number of bedrooms they had at Tidewater Gardens absent (1) changes to family composition or (2) the need to right-size previously over-housed households).

i. The City and NRHA shall continue and maintain their program to inform Eligible Residents about the Right to Return, which shall include frequent outreach to Eligible Residents (including, but not limited to, mailing written letters to Eligible Residents at their most recent address of record on file with NRHA at least once every six months summarizing their rights and the progress of the redevelopment). NRHA will make a good faith effort to maintain up to date records of phone numbers and current addresses of Eligible Residents. The City and NRHA will notify Eligible Residents about upcoming opportunities to rent Hard Replacement Units, on-site LIHTC-Only Units, and Market Heights Project Based Voucher Units on at least two occasions, once at least 60 days prior to the start of initial lease-up for each applicable building, and once at least 30 days prior to the start of initial lease-up for each applicable building. The notifications shall provide information about the units that will be available, including but not limited to the types of units, copies of any marketing brochures that are utilized, and information about the

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support services that will be offered in connection with relocating into any such dwelling unit, including the cost reimbursements described in Section 2(g), above.

3. An Improved Voucher Program.

a. The City and the NRHA shall take all appropriate steps pursuant to the Grant Agreement to develop a CNI Plan that provides for 288 Housing Choice Vouchers.

b. The purchasing power for Housing Choice Vouchers and Project Based Vouchers administered by NRHA are set at and will remain at 110% of Fair Market Value Rent. For vouchers used in zip codes 23507 and 23510, the purchasing power shall be set at 110% of the Small Market Area Fair Market Rent in those zip codes.

c. NRHA or the City shall provide security deposit grants, actual, reasonable moving expenses, utility deposits and connection fees for Eligible Residents who relocate using Tenant Protection Vouchers.

d. As part of the City's People First Program, the City will, through a Request for Proposal ("RFP") process, engage a consultant with expertise in implementing best practices for mobility programs to advise Urban Strategies. Urban Strategies shall accept those recommendations of the consultant that (i) the City determines, in writing through its Department of Housing and Community Development, are reasonable, and (ii) Urban Strategies determines may be implemented without incurring any increase to the monetary cost of Urban Strategies' total annual contract. The consultant's team shall be required to include person(s) who have direct experience operating at least one successful mobility counseling program. Successful mobility counseling programs include, but are not limited to, any of the ones operating in the cities of Baltimore, MD, Chicago, IL, and Dallas, TX, as well as in King County, WA. Any of the

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Plaintiffs to the Lawsuit shall be permitted to comment on the scope of work and qualifications set forth in the RFP and on the responsive bidders.

e. The City's administration will seek legislative approval for an annual budget for the People First Program to continue at \$3.5M per year through 2025 with any unused funds reserved to be available for use in connection with any of the projects referred to in this Agreement.

f. Outside of and independent of the CNI Program, the City and NRHA shall:

i. Ensure the development of at least 13 Project Based Voucher units no later than December 31, 2028, with such units to be located in areas that have been or will be approved by HUD;

ii. Make good faith efforts to ensure the development by December 31, 2027 of at least two new residential developments to have no fewer than 82 Project Based Voucher Units between the two developments and that are located in one or more of the following census tracts: 2.01, 2.02, 3, 4, 7, 15, 17, 20, 22, 23, 24, 28, 35.01, 36, 37, 38, 40.01, 40.02, 41, 42, 48, 49, 56.01, 56.02, 60, 65.01, 65.02, 66.01, 66.02, 66.03, 66.05, 68, 69.01, and 69.02; and

iii. Make good faith efforts to award at least 20 of the 82 Project-Based Voucher Units described in subsection 3(f)(ii), above, to residential developments in the following census tracts: 2.01, 2.02, 23, 24, 36, 38, 40.01, 40.02, 56.01, 66.01, 66.02, and 66.03.

g. Good faith efforts under subsections 3(f)(ii) and (iii), above, shall include all of the following:

(1) Within one year of the Effective Date of this Agreement, on a schedule intended to coordinate with Virginia Housing's LIHTC funding rounds and

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subject to funding availability for Project Based Voucher Units, the City or the NRHA will issue a RFP seeking developers who will agree to purchase or lease land from the City or the NRHA with the City's and/or NRHA's non-financial assistance, including single sites or scattered sites within the census tracts set forth in Section 3(f), above, for residential mixed-income development. Nothing in this section shall be construed as requiring the City or NRHA to provide financial assistance to any developer responding to the RFP;

- (2) Within four years of the Effective Date of this Agreement, the City or NRHA will issue a second RFP, again on a schedule intended to coordinate with Virginia Housing's LIHTC funding rounds and subject to funding availability for Project Based Voucher Units, the City or the NRHA will issue a RFP seeking developers who will agree to purchase or lease land from the City or the NRHA with the City's and/or NRHA's non-financial assistance, including single sites or scattered sites within the census tracts set forth in Section 3(f), above, for residential mixed-income development. Nothing in this section shall be construed as requiring the City and/or NRHA to provide financial assistance to any developer responding to the RFP;
- (3) Good faith efforts to ensure that the City's zoning regulations will permit multifamily developments for projects proposed in response to the RFPs;
- (4) Good faith efforts to expedite permitting and other requirements related to the developments' construction, to the extent permitted by law, so that development can occur as quickly as reasonably possible;

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- (5) Consideration of a density bonus that will favor residential developments; and
- (6) Consideration of a price to lease or purchase any land owned by the City or the NRHA that will help to ensure that residential developments are successful.

The issuance of the RFPs described in subsections 3(g)(1) and (2) above are subject to funding availability for the additional Project Based Voucher Units. This provision means that the NRHA shall not be required or expected to withhold any vouchers presently awarded and/or then in use to assemble any of 82 Project Based Voucher Units described in Section 3(f)(ii) and (iii), above. The City and the NRHA may, but are not required to, provide financial assistance or incentives for such developments, and the decision not to provide such assistance or incentives shall not be considered a failure to act in good faith.

The City and the NRHA shall make these efforts with the understanding by the Plaintiffs that such developments may not be feasible notwithstanding these efforts to ensure that the developments occur.

4. Calvert Square and Young Terrace

If within the five years after the Effective Date of this Agreement, either of the Calvert Square or Young Terrace public housing communities are to be demolished for redevelopment, the City and the NRHA will issue a RFP to retain a consultant, mutually agreed upon by the City, NRHA and Plaintiffs, to prepare a detailed report to be completed and shared with whoever is the legal counsel for the Plaintiffs at the time, if anyone, at least six months prior to the submission to HUD of a demolition/disposition application or an application to HUD for funds for public housing redevelopment through the Choice Neighborhoods program (or any similar program). The report shall address the following two questions: (1) “Will the plan perpetuate segregation in Norfolk?”

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and (2) “If the plan perpetuates segregation in Norfolk, is there a feasible alternative plan that will allow some form of a build first or other strategy that will avoid a discriminatory effect?” The City and the NRHA will cooperate fully in the preparation of the report, including by providing necessary plans and other documents. The report will not create a binding obligation on the City and the NRHA but will be given serious consideration.

5. Other Efforts to Ensure The Availability of Affordable Housing in Norfolk

a. The City will enact a source of income discrimination ordinance that complies with the laws of Virginia.

b. The City’s Fair Housing Plan will include efforts (i) to persuade landlords in higher opportunity areas to accept tenants who use Housing Choice Vouchers as their source of funds for meeting some or all of their rental payments, and (ii) to persuade developers to include affordable housing in new developments in higher opportunity areas.

c. The City will develop a plan to enforce its prohibition against source of income discrimination.

6. Dismissal of Lawsuit and Release. Upon the execution of this Settlement Agreement by all Defendants, Plaintiffs shall dismiss the Lawsuit with prejudice, subject to the Court’s retention of jurisdiction for the sole purpose of interpreting and enforcing the terms of this Agreement. Each and every Plaintiff, as well as every predecessor, successor, assign, agent, personal representative and heir of each and every Plaintiff, hereby releases and forever discharges all Defendants from all actions, causes of action, claims, suits, debts, damages, judgments, liabilities, demands and controversies whatsoever, whether matured or unmatured, whether at law or in equity, whether before a local, state or federal court or state or federal administrative agency or commission, whether now known or unknown, liquidated or unliquidated, that any of the

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Plaintiffs may have had, or will have, pertaining to the events alleged in the Lawsuit. This release shall not apply to any breaches of this Settlement Agreement.

7. Subsequent Disputes. No Party shall commence any proceeding against the other to enforce this Settlement Agreement without first providing at least thirty (30) days written Notice of the alleged breach, which shall set forth a summary of the alleged breach and a proposed remedy. The Parties agree to work cooperatively with one another and use their best efforts to resolve informally any differences regarding interpretation of and compliance with the Settlement Agreement prior to bringing such matters to the Court.

8. Payment by City. Within twenty-one (21) days after the Effective Date of this Agreement, the City shall make a payment of \$200,000, to the Trust Account of Legal Aid Society of Eastern Virginia. The payment is to be divided by Plaintiffs as they so choose. The Parties shall pay their own attorneys' fees, expert witnesses' fees, and any other fees, expenses, or costs of any nature whatsoever relating to, arising out of, or associated with the Lawsuit.

9. Joint Press Release. Parties to agree to provide an agreed-upon joint press release describing the Agreement.

10. No Admission of Liability. It is understood and agreed between the Parties that this Agreement is a compromise and shall never be construed as an admission of liability, wrongdoing or responsibility on the part of any Party or on the part of any Party's predecessors, successors, assigns, agents, parents, subsidiaries, affiliates, officers, directors, employees, heirs, or personal representatives. Rather, the Defendants expressly deny any liability to Plaintiffs. Moreover, neither the settlement and release set forth herein nor any Party's execution and performance of this Agreement shall be construed by any person or in any court, agency, or tribunal whatsoever as a present or past admission of liability, wrongdoing, or responsibility.

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11. No Reliance. Each Party hereby acknowledges and represents that, in entering into this Agreement, the Party has neither received nor relied upon any statements, representations, or promises made by any other Party, or any other Party's agents, attorneys, principals, partners, officers, directors, owners, shareholders, parent companies, subsidiary companies, affiliated entities, predecessors, successors, employees, heirs and past, present and future assigns, other than those representations and promises that are expressly set forth in this Agreement.

12. Opportunity to Consult with Counsel. Each Party to this Agreement acknowledges that the Party has had an opportunity to review this Agreement with legal counsel and that each Party enters into this Agreement voluntarily, and with a full understanding of the Agreement's obligations and implications. Each Party to this Agreement hereby represents and warrants that the Party has the full right, power, authority, and capacity to enter into this Agreement and that this Agreement constitutes a legal, valid, and binding agreement, enforceable in accordance with its terms.

13. Voluntary Agreement by Plaintiffs. Each Party to this Agreement acknowledges that the Party is voluntarily executing this Agreement and each Plaintiff acknowledges that such Plaintiff is compromising all claims voluntarily and of its own free will, without any coercion or duress.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective agents, attorneys, principals, partners, officers, directors, owners, shareholders, parent companies, subsidiary companies, affiliated entities, predecessors, successors, employees, personal representatives, heirs and past, present and future assigns.

15. Operable Underlying Policy Documents. Except as expressly set forth in this Agreement, the Parties agree that the CNI Plan and all of the documents and agreements connected

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with the implementation of the CNI Plan (including the CNI Housing Plan, the CNI NOFA, the Grant Agreement, the NRHA Return Policy, the NRHA Admissions and Continued Occupancy Policy, and the NRHA Administrative Plan, as such documents are amended from time to time) (the “CNI Plan Implementing Documents”) shall remain in full force and effect. Any terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in or intended by the CNI Plan Implementing Documents.

16. Entire Agreement. This Agreement contains the entire agreement between the Parties pertaining to the subject matter herein and supersedes any and all prior and/or contemporaneous agreements and understandings, if any, of the Parties in connection therewith. No change, alteration, modification, termination, or amendment of this Agreement shall be effective unless set forth in a written instrument signed by the Party to be bound.

17. Execution by Counterpart. This Agreement may be executed in counterparts and each such fully executed counterpart shall constitute an original, all of which together shall constitute one and the same instrument. A facsimile or electronic signature shall be deemed an original signature.

18. Effective Date. The date of execution of this Agreement shall be the date that the last Party executes this Agreement; however, the effective date hereof shall be November 9, 2021.

19. Severability. The Parties agree that any provision of this Agreement that is determined by a court of competent jurisdiction to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be rendered ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity or enforceability of such provision in any other jurisdiction.

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20. Force Majeure. In the event that either the City or NRHA is unable to fulfill any obligation set forth in this Agreement within the applicable deadline for reasons solely beyond the reasonable control of both the City and NRHA, the deadline for the satisfaction of that obligation shall be extended for a reasonable time sufficient to allow the City and/or NRHA to fulfill that obligation. A Party claiming a force majeure event, shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the force majeure event. A Party shall use its best efforts to mitigate the effects of any such force majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. A Party claiming a force majeure event shall notify the other Parties to this Agreement in writing as soon as reasonably practicable specifying the cause of the event, the scope of commitments under the Agreement affected by the event, and a good faith estimate of the time required to restore full performance. Except for those commitments identified in such a notice of force majeure event, a Party claiming the force majeure event shall not be relieved of its responsibility to fully perform as to all other commitments in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTION COPY

AGREED AND APPROVED:

EVONNE BRYANT
Evonne Bryant

Dated: 11-16-21

SYLVIA GIVENS
Sylvia Givens

Dated: 11/12/21

BRANDON SPRATLEY
Brandon Spratley

Dated: 11-12-21

CONSWAYLA SIMMONS
Conswayla Simmons

Dated: 11-15-21

**RESIDENTS OF THE ST. PAUL'S
QUADRANT TENANT GROUP**
By: *LaVonne Philya*

Title: co-founder

Dated: 11-20-21

NEW VIRGINIA MAJORITY
By: _____
Title: _____
Dated: _____

CITY OF NORFOLK
By: _____
Title: _____
Dated: _____

**NORFOLK REDEVELOPMENT AND
HOUSING AUTHORITY ("NRHA")**
By: _____
Title: _____
Dated: _____

RONALD JACKSON
**Individually and as Executive Director of
NRHA**

Dated: _____

**U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT ("HUD")**
By: _____
Title: _____
Dated: _____

MARCIA FUDGE
As Secretary of HUD
By: _____
Title: _____
Dated: _____

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AGREED AND APPROVED:

EVONNE BRYANT

Dated: _____

SYLVIA GIVENS

Dated: _____

BRANDON SPRATLEY

Dated: _____

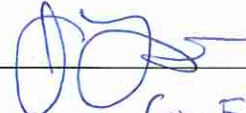
CONSWAYLA SIMMONS

Dated: _____

RESIDENTS OF THE ST. PAUL'S
QUADRANT TENANT GROUP

By: _____
Title: _____
Dated: _____

NEW VIRGINIA MAJORITY

By:  (J. Liss)
Title: Co-Executive Director
Dated: 11/17/2021

CITY OF NORFOLK

By: _____
Title: _____

Dated: _____

NORFOLK REDEVELOPMENT AND
HOUSING AUTHORITY ("NRHA")

By: _____
Title: _____
Dated: _____

RONALD JACKSON
Individually and as Executive Director of
NRHA

Dated: _____

U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT ("HUD")

By: _____
Title: _____

Dated: _____

MARCIA FUDGE
As Secretary of HUD

By: _____
Title: _____
Dated: _____

EXECUTION COPY

AGREED AND APPROVED:

EVONNE BRYANT

Dated: _____

SYLVIA GIVENS

Dated: _____

BRANDON SPRATLEY

Dated: _____

CONSWAYLA SIMMONS

Dated: _____

**RESIDENTS OF THE ST. PAUL'S
QUADRANT TENANT GROUP**

By: _____

Title: _____

Dated: _____

NEW VIRGINIA MAJORITY

By: _____

Title: _____

Dated: _____

CITY OF NORFOLK

By: Bernard G. Smith

Title: Norfolk City Atty.

Dated: 11/15/21

**NORFOLK REDEVELOPMENT AND
HOUSING AUTHORITY ("NRHA")**

By: _____

Title: _____

Dated: _____

RONALD JACKSON

**Individually and as Executive Director of
NRHA**

Dated: _____

**U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT ("HUD")**

By: _____

Title: _____

Dated: _____

**MARCIA FUDGE
As Secretary of HUD**

By: _____

Title: _____

Dated: _____

EXECUTION COPY

AGREED AND APPROVED:

EVONNE BRYANT

Dated: _____

SYLVIA GIVENS

Dated: _____

BRANDON SPRATLEY

Dated: _____

CONSWAYLA SIMMONS

Dated: _____

**RESIDENTS OF THE ST. PAUL'S
QUADRANT TENANT GROUP**

By: _____

Title: _____

Dated: _____

NEW VIRGINIA MAJORITY

By: _____

Title: _____

Dated: _____

CITY OF NORFOLK

By: _____

Title: _____

Dated: _____

**NORFOLK REDEVELOPMENT AND
HOUSING AUTHORITY ("NRHA")**

By: Ronald Jackson

Title: Executive Director

Dated: November 12, 2021

RONALD JACKSON

**Individually and as Executive Director of
NRHA**

Ronald Jackson

Dated: November 13, 2021

**U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT ("HUD")**

By: _____

Title: _____

Dated: _____

**MARCIA FUDGE
As Secretary of HUD**

By: _____

Title: _____

Dated: _____

EXECUTION COPY

AGREED AND APPROVED:

EVONNE BRYANT

Dated: _____

SYLVIA GIVENS

Dated: _____

BRANDON SPRATLEY

Dated: _____

CONSWAYLA SIMMONS

Dated: _____

RESIDENTS OF THE ST. PAUL'S
QUADRANT TENANT GROUP

By: _____

Title: _____

Dated: _____

NEW VIRGINIA MAJORITY

By: _____

Title: _____

Dated: _____

CITY OF NORFOLK

By: _____

Title: _____

Dated: _____

NORFOLK REDEVELOPMENT AND
HOUSING AUTHORITY ("NRHA")

By: _____

Title: _____

Dated: _____

RONALD JACKSON

Individually and as Executive Director of
NRHA

Dated: _____

U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT ("HUD")

By:  _____

Title: *Assist. U.S. Attorney G.D. Va.*

Dated: *11/11/21*

MARCIA FUDGE
As Secretary of HUD

By:  _____

Title: *Assist. U.S. Attorney G.D. Va.*

Dated: *11/11/21*

EXHIBIT A: DEFINITIONS

CNI Area – The geographic area within which the CNI neighborhood transformation activities focus, generally bounded by St. Paul’s Boulevard on the west, Tidewater Drive on the east, I-264 and City Hall Avenue on the south, and the Norfolk Southern railroad tracks to the north and further described in the CNI Plan.

CNI Housing Plan – The housing redevelopment plan to replace the 618 Tidewater Gardens assisted housing units, comprised of (i) 260 Project Based Voucher units to be constructed on-site within the CNI area, (ii) 70 Project Based Voucher units to be constructed off-site as set forth in the CNI NOFA, and (iii) 288 Housing Choice Vouchers to be provided to Eligible Residents.

CNI NOFA – The Fiscal Year 2018 Choice Neighborhoods Implementation Grant Program Notice of Funding Availability, which sets forth the programmatic requirements of the CNI Program.

CNI Plan – The HUD approved transformation plan for the CNI Area.

CNI Program – The Choice Neighborhoods Implementation Program revitalizes and transforms struggling neighborhoods with distressed public or HUD-assisted housing, and is authorized pursuant to Section 24 of the United States Housing Act of 1937 (42 U.S.C. § 1437v) with funding authority provided by the Consolidated Appropriations Act, 2018 (Public Law 115-141, approved March 23, 2018).

Eligible Residents – Those persons who resided at the Tidewater Gardens public housing community as of February 29, 2019, and who meet the eligibility criteria set forth in the NRHA Return Policy and the Eligibility Standards.

Eligibility Standards – The eligibility standards set forth in Section 2(f).

Fair Market Value Rent – The fair market rents calculated by HUD on an annual basis for defined metropolitan areas and subdivisions, and used to determine payment standard amounts for the Housing Choice Voucher program.

Grant Agreement – The June 27, 2019 CNI Implementation Grant Agreement among HUD, the City, and the NRHA.

Hard Replacement Units – Replacement housing units developed as part of the CNI Housing Plan that receive rental assistance with Project-Based Vouchers.

Housing Choice Vouchers – Tenant-based rental assistance that is portable and not restricted to a particular project or unit. Under the program, the tenant generally pays the landlord no more than 30% of their adjusted gross income, and the Housing Choice Voucher program pays the balance directly to the landlord.

Lawsuit – The civil action styled Bryant et al. v. City of Norfolk, et al., Civ. No. 2:20-cv-00026-RCY-RJK in the United States District Court for the Eastern District of Virginia.

LIHTC – Low-Income Housing Tax Credit program implemented through Virginia Housing.

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LIHTC-Only Units – Housing units developed in the CNI Area in conjunction with the CNI Housing Plan and financed with Low-Income Housing Tax Credits with rents restricted to housing low- to moderate-income persons whose income may not exceed the applicable percentage of area median income.

Market Heights – A new construction multifamily property located at 630 Tidewater Drive, 41 units of which receive Project-Based Voucher rental assistance.

NRHA Administrative Plan – NRHA’s policies and guidelines, as amended from time-to-time, for administration of the Housing Choice Voucher program.

NRHA Admissions and Continued Occupancy Plan – NRHA’s policy guidelines, as amended from time-to-time, that govern admission to and continued occupancy in federally-assisted low-income public housing operated by NRHA.

NRHA Return Policy – The Return Policy adopted by the NRHA Board of Commissioners on November 12, 2020 that sets forth the Right to Return, eligibility criteria, waiting list preferences, priority for re-occupancy and the grievance process.

Notice – All notices required or permitted to be given under Section 18 shall be in writing and shall be served on the Parties at the addresses set forth below or to such other address as the Party entitled to receive such notice may, from time to time hereinafter, designate by giving written notice pursuant hereto. Any such notice shall be either (a) sent by personal delivery, in which case notice shall be deemed delivered upon receipt, (b) sent by certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed delivered only upon actual delivery (or attempted delivery which is refused) or, (c) sent by overnight delivery using a nationally recognized overnight courier (e.g., Federal Express), in which case notice shall be deemed delivered one (1) business day after deposit with such courier.

For Notices provided to the Plaintiffs:

Evonne Bryant
1133 Jernigan Ave., Apt. C
Norfolk, VA 23513

Sylvia Givens
847 Bagnall Road
Norfolk, VA 23504

Conswayla Simmons
3215 Kimball Terrace
Norfolk, VA 23504

Brandon Spratley
901 Roseclair St.
Norfolk, VA 23523

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New Virginia Majority
c/o Sarah Black
Legal Aid Society of Eastern Virginia
125 St. Paul's Blvd., Ste. 400
Norfolk, VA 23510

Residents of the St. Paul's Quadrant Tenant Group
c/o Sarah Black
Legal Aid Society of Eastern Virginia
125 St. Paul's Blvd., Ste. 400
Norfolk, VA 23510

with a copy to:

Thomas Silverstein
Lawyers' Committee for Civil Rights Under Law
1500 K Street NW, Suite 900
Washington, DC 20005

For Notices provided to the City:

City Manager
City of Norfolk
810 Union Street
1101 City Hall Building
Norfolk, VA 23510

with a copy to:

City Attorney
City of Norfolk
810 Union Street
900 City Hall Building
Norfolk, VA 23510

For Notices provided to NRHA:

Norfolk Redevelopment and Housing Authority
Attention: Executive Director
555 East Main Street
Norfolk, VA 23510

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with a copy to:

Delphine Carnes Law Group, PLC
Attn: Delphine G. Carnes, Esq.
101 W. Main Street, Suite 440
Norfolk, VA 23510

For Notices provided to HUD:

United States Attorney's Office, Eastern District of Virginia
Civil Division
919 E. Main Street, Ste. 1900
Richmond, VA 23219

with a copy to:

United States Attorney's Office, Eastern District of Virginia
Civil Division
919 E. Main Street, Ste. 1900
Richmond, VA 23219

People First Program – The City's comprehensive community engagement initiative focused on improving housing stability, economic mobility, health and wellness and education outcomes for Tidewater Gardens residents, and includes intensive mobility and human capital investment services.

Project Based Voucher Unit – A form of project-based rental assistance, where qualifying tenants' share of their rental payment is generally limited to 30% of their adjusted gross income.

Right to Return – The Eligible Residents' right to return to the redeveloped Tidewater Gardens, as set forth in the NRHA Return Policy.

Small Market Area Fair Market Rent - Fair Market Rent calculated by HUD for Zip Codes within Metropolitan Areas.

Tenant Protection Vouchers – Tenant-based vouchers designed to protect Eligible Residents from hardship as a result of the demolition of Tidewater Gardens.

Tidewater Gardens – Refers to both the 618-unit public housing community that is obsolete and has exceeded its useful life, and the redeveloped community to be constructed on the Tidewater Gardens site.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Norfolk Division**

)	
EVONNE BRYANT, et al.,)	
)	
Plaintiffs,)	
)	Case No. 2:20-CV-00026-RCY-RJK
v.)	
)	
CITY OF NORFOLK, et al.,)	
)	
Defendants.)	
)	
)	

**[PROPOSED]
ORDER**

This matter comes before the Court on the Joint Stipulation of Dismissal filed by Plaintiffs Evonne Bryant, Sylvia Givens, Brandon Spratley, Conswayla Simmons, Residents of the St. Paul’s Quadrant Tenant Group, and New Virginia Majority (together, “Plaintiffs”); and Defendants City of Norfolk (“City”), Norfolk Redevelopment and Housing Authority (“NRHA”), United States Department of Housing and Urban Development and Marcia Fudge, Secretary of Housing and Urban Development in her official capacity (together “HUD”), and Ronald Jackson, Executive Director of NRHA in his individual and official capacity; (together “Defendants; Plaintiffs and Defendants, individually “Party”, and together, “Parties”).

Upon consideration of the Parties’ submission, and the exhibit thereto, and for good cause shown, the relief requested in the Joint Stipulation of Dismissal is GRANTED.

It is hereby ORDERED that Plaintiffs' claims be dismissed with prejudice, with each Party to bear its own attorneys' fees and all other costs.

It is further ORDERED that this Court shall retain jurisdiction for the sole purpose of interpreting and enforcing the terms of the Parties' settlement agreement. *See Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375 (1994); *Hawthorne v. James River Petroleum, Inc.*, No. 3:20-cv-5844, 2021 WL 1608665 (E.D. Va. Feb. 5, 2021).

Let the Clerk file this Order electronically and notify all counsel accordingly.

It is so ORDERED.

Dated: November, __ 2021

U.S. District Court Judge