



THE LAW OFFICE OF
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TRE 408 Communication

April 14, 2017

via email on billsterling@wsrlaw.com

Bill Sterling
Wilson, Sterling & Russell
9951 Anderson Mill Road, Suite 200
Austin, Texas 78750-2279

Subject: *Jackson et al. v. Cox et al.*, No. C-1-CV-17-001833 (Travis
CCL 2)

Dear Bill:

As you know, I represent the plaintiffs, Richard & Lisa Jackson and Kathleen Woodall, in the captioned case. I also represent an association of Point Venture property owners, the Point Venture Renters' Association. The plaintiffs and PVRA are aligned in seeking an agreement that resolves the captioned lawsuit and avoids future lawsuits and disputes as between my clients and yours. Accordingly, my clients propose the following framework, with final wording to be agreed upon later:

"Plaintiffs" means the Jacksons and Woodall.

"Defendants" means Cox, Ramsey, and any entities they control, as well as their related persons and entities, agents, assigns, heirs, beneficiaries, and successors.

"PVRA" means Point Venture Renters Association, a Texas nonprofit association.

"PVRA Members" means the property owners set out at Exhibit A hereto, whom I do not represent but who may have separate representation.

1. **Waiver and Release of Claims.** Defendants waive and release as against Plaintiffs and PVRA Members the following claims as regards the current deed restrictions for Point Venture Section 3-1:
 - a. that leasing in Section 3-1 is not allowed or requires the prior consent of any third party not party to the lease.
 - b. that occupancy or leasing in Section 3-1 is restricted according to duration.

Exhibit One

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- c. that both (1) prior notice to all owners and (2) a recommendation (whether for or against) by the ACC as to amendments are not mandatory preconditions to all amendments to the deed restrictions.
2. **Non-Interference.** Defendants will refrain from soliciting, assisting, or inducing others to assert the waived and released claims for a period of five years. Defendants will not themselves seek to amend the deed restrictions or other Point Venture Section 3-1 governing documents to ban leasing, leasing according to duration, or otherwise bar or restrict owner uses for a period of 5 years. Defendants will refrain from soliciting, assisting, or inducing others to amend the deed restrictions or other Point Venture Section 3-1 governing documents to ban leasing or leasing according to duration for a period of 5 years.
 3. **No Trespass.** Defendants will not trespass upon the properties of Plaintiffs and PVRA Members or interfere with lessor-lessee relationships.
 4. **Notice to All Owners.** Defendants agree that, as to any notices they may send to other owners proposing changes to the Section 3-1 deed restrictions, rules, bylaws, or other governing documents, Defendants will send such notices to all Section 3-1 owners.
 5. **Purchase & Sale of Online Media.** Defendants will convey to PVRA, for \$100 in consideration, all social media accounts related to anti-STR efforts and reforms to the PVRA, including all twitter accounts, Facebook, Instagram, websites, email accounts or any other platform the defendants have used in the past related to STR efforts or are currently using.
 6. **Attorney's Fees.** Defendants will pay reasonable attorney's fees, expenses, and costs to Plaintiffs. These are currently in the amount of \$15,000.00 but will increase to the extent we continue skirmishing. The sum will be payable, at Plaintiffs' request, to PVRA at \$500 monthly for 48 months.
 7. **Nonsuit, abatement, dismissal.** On execution:
 - a. Woodall will nonsuit with prejudice;
 - b. Defendants will dismiss their claims with prejudice;
 - c. The case will be abated pending completion of Defendants' payment of attorney's fees as set out in Para. 6. If Defendants complete payment, the Jacksons will dismiss their claims with prejudice. Should Defendants fail to complete all payments by May 1, 2021, the Jacksons are entitled to an agreed judgment of \$25,000.00.
 8. **Cooperation.** All parties to the agreement will cooperate in executing such documents and court filings as are required to effect its terms. This

agreement shall be filed with the papers in the case. An agreed motion to return bond will be filed as soon as practicable following execution, with the entire bond refunded to Jackson (less the court's administrative charge).

9. **Attorney's fees.** Any party to the agreement may recover its reasonable and necessary attorney's fees and expenses incurred in protecting or defending its rights under the agreement.

Sincerely,



J. Patrick Sutton

cc: DMG, RJ, LJ, KW, PVRA