

COPY

SETTLEMENT AGREEMENT

I. Introduction and General Provisions

A. This Settlement Agreement ("Agreement") is between the State of North Dakota by the North Dakota Department of Labor ("NDDOL"); Fair Housing of the Dakotas, Inc. ("FHD"); Lillian Bachmeier, individually and d/b/a Landmark Management; Leonard Bachmeier, individually and d/b/a Landmark Management; and The Bachmeier LLLP, to settle alleged violations of N.D.C.C. ch. 14-02.5 and Section 804 of the Fair Housing Act, with respect to the alleged housing discrimination, as alleged in the following: *State of North Dakota, by North Dakota Department of Labor, for the benefit of Fair Housing of the Dakotas vs. Lillian Bachmeier, individually and d/b/a Landmark Management, Leonard Bachmeier, individually and d/b/a Landmark Management, and The Bachmeier LLLP*, Morton County District Court Civil No. 30-06-C-00644; NDDOL Case Nos. ND06-07-233 and ND06-07-234.

B. It is understood that the parties enter into this Agreement freely and voluntarily, and that no party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.

II. Background

After investigating the complaints filed with NDDOL by FHD, NDDOL concluded that reasonable cause existed for the commencement of proceedings against Lillian Bachmeier, individually and d/b/a Landmark Management; Leonard Bachmeier, individually and d/b/a Landmark Management; and The Bachmeier LLLP, (hereinafter referred to collectively as "Bachmeiers") for alleged housing discrimination. The NDDOL referred these housing discrimination complaints to the North Dakota Office of Attorney General (NDDOL Case Nos. ND06-07-233 and ND06-07-234). A civil suit was commenced in Morton County District court for NDDOL Case No. ND06-07-234 (Civil No. 30-06-C-00644). A civil suit was not commenced on NDDOL Case Nos. ND06-07-233 because settlement was reached.

III. Statement of Agreement

All parties to this agreement agree that the controversy outlined above should be resolved without further judicial action. This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained in this Agreement will be enforceable under its provisions. This Agreement is limited to the factual allegations set forth in Section II above and the allegations set forth in NDDOL Case Nos. ND06-07-233 and ND06-07-234, and Morton County District Court Civil No. 30-06-C-00644.

IV. Terms of Agreement

Bachmeiers agree to resolve the allegations of housing discrimination as follows:

1. Payment of \$1,700.00 to FHD for damages related to diversion of resources and frustration of mission. Payment must be made upon execution of this Agreement.
2. Attendance by both Lillian Bachmeier and Leonard Bachmeier at a fair housing training seminar within one year of execution of the Agreement. Training seminars are typically offered once a year in Bismarck.
3. Fair housing booklets ("Landlord and Tenant Rights in North Dakota" and "Fair Housing: Equal Opportunity For All") must be provided to all current tenants. All new tenants must receive copies of each booklet. The booklets are available from FHD or North Dakota Apartment Association.
4. Fair housing posters and logos must be prominently displayed in either the leasing office/area or a common area of each apartment building operated, managed, or owned by Bachmeiers. Posters are available from FHD.
5. Development of a non-discrimination fair housing policy, approved by NDDOL and FHD, to be distributed to all current tenants and posted prominently in any office where you meet with prospective tenants, or if no office exists, in a common area.
6. Bachmeiers agree to impose rules and policies fairly and not discriminate in regards to race, color, religion, gender, national origin, disability, familial status, age, and status with respect to marriage and public assistance.

V. Reporting Requirements

A. Within one year of the date of this Agreement, Bachmeiers shall forward to counsel for NDDOL documentation that Bachmeiers attended a fair housing training seminar. For example, a certificate of attendance or a copy of the roll sheet at the training seminar would be sufficient proof of attendance. Any request for an extension must be submitted to counsel for NDDOL. Any extensions will be granted at the discretion of the North Dakota Commissioner of Labor.

B. Within sixty days of execution of the Agreement, Bachmeiers will comply with the provisions set forth above in Section IV (3-6). A letter indicating that fair housing posters have been posted, fair housing booklets have been distributed, and a non-discrimination policy has been developed and distributed must be sent to counsel for NDDOL. A list of all tenants that received copies of the fair housing booklet and the non-discrimination policy must be included in the letter to NDDOL counsel. Any request for an extension must be submitted to counsel for NDDOL. Any extensions will be granted at the discretion of the North Dakota Commissioner of Labor.

VI. Dismissal


Once the Agreement has been executed by all parties, NDDOL will move the Morton County District Court to dismiss case number 30-06-C-00644, *State of North Dakota, by North Dakota Department of Labor, for the benefit of Fair Housing of the Dakotas vs. Lillian Bachmeier, individually and d/b/a Landmark Management, Leonard Bachmeier, individually and d/b/a Landmark Management, and The Bachmeier LLLP*, with prejudice. Once the Agreement has been complied with in full, the NDDOL and FHD will consider NDDOL Case Nos. ND06-07-233 and ND06-07-234 closed.

Agreed to by the parties as indicated by the signatures below.

Dated this 5th day of February, 2007.

State of North Dakota
Wayne Stenehjem
Attorney General

By:



Zachary E. Pelham
Assistant Attorney General
State Bar ID No. 05904
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Bismarck, ND 58501-4509
Telephone (701) 328-3640
Facsimile (701) 328-4300

Attorneys for the State of North Dakota.

Dated this 6th day of February, 2007.

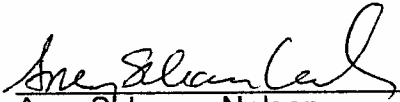
By:



Lisa K. Fair McEvers
Commissioner of Labor
North Dakota Department of Labor

Dated this 6 day of February, 2007.

By:



Amy Schauer-Nelson
Executive Director
Fair Housing of the Dakotas, Inc.


Dated this 30th day of January, 2007.

By:




Lillian Bachmeier
Individually and d/b/a Landmark
Management

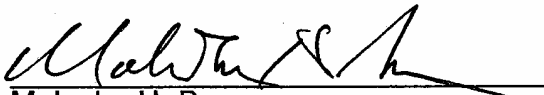
Dated this 30 day of JANUARY, 2007.

By: 
Leonard Bachmeier
Individually and d/b/a Landmark
Management

Dated this 30 day of January, 2007.

By: 
Lillian Bachmeier
Authorized Agent for The Bachmeier
LLLP.

Dated this 30th day of JANUARY, 2007.

By: 
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Attorneys for Lillian Bachmeier,
individually and d/b/a Landmark
Management; Leonard Bachmeier,
individually and d/b/a Landmark
Management; and The Bachmeier
LLLP.