

STATE OF NORTH DAKOTA
COUNTY OF RAMSEY

IN DISTRICT COURT
NORTHEAST JUDICIAL DISTRICT

State of North Dakota,
by North Dakota Department of Labor,
for the benefit of Fair Housing of the,
Dakotas,

Plaintiff,
vs.

Kaeding Development Corp. of
North Dakota, Inc., a North Dakota
corporation; and Nancy Weaver, in her
official capacity as Manager of
Kaeding Apartments.

Defendants.

STIPULATION OF DISMISSAL

Civil No. 36-08-C-00241

This Stipulation of Dismissal is made pursuant to N.D.R.Civ.P. 41(a)(1)(ii) and is between the State of North Dakota by North Dakota Department of Labor, for the benefit of Fair Housing of the Dakotas (hereafter "the Plaintiff"), through its attorney, Assistant Attorney General Michael T. Pitcher and Kaeding Development Corp. of North Dakota, Inc., a North Dakota corporation; and Nancy Weaver, in her official capacity as Manager of Kaeding Apartments (hereafter "Defendants"), through their attorney, J. Thomas Traynor;

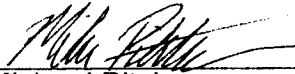
The above-entitled Action having been agreed to be settled between the Plaintiff and the Defendants,

IT IS HEREBY MUTUALLY STIPULATED AND AGREED that any and all of Plaintiff's claims in the Action that were set forth in the pleadings or that could have been set forth in the pleadings against the Defendants are hereby dismissed with prejudice and without costs, disbursements, or attorneys' fees to any party.

IT IS FURTHER STIPULATED AND AGREED that an Order of Dismissal and a Judgment of Dismissal dismissing with prejudice Plaintiff's claims may be entered without further notice to any party.

Dated this 17th day of September, 2008.

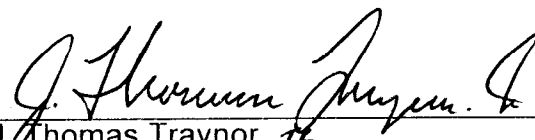
State of North Dakota
Wayne Stenehjem
Attorney General

By: 

Michael Pitcher
Assistant Attorney General
State Bar ID No. 06369
Office of Attorney General
500 North 9th Street
Bismarck, ND 58501-4509
Telephone (701) 328-3640
Facsimile (701) 328-4300

Attorneys for the North Dakota Department of
Labor.

Dated this 3rd day of September, 2008.

By: 

J. Thomas Traynor, Jr.
Attorney at Law
State Bar ID No. 03694
509 5th St. NE, Ste. 1
P.O. Box 838
Devils Lake, ND 58301-0838
Tel: (701) 662-4077

Attorney for Kaeding Development Corp. of
North Dakota Inc., and Nancy Weaver, in her
official capacity as Manager of Kaeding
Apartments.

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"), and Kaeding Development Corporation of North Dakota Inc., and Nancy Weaver in her official capacity as Manager of Kaeding Apartments, (hereinafter "Respondents") 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 North Dakota Department of Labor Case No. ND07-02-364.

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 complaint filed with NDDOL by Fair Housing of the Dakotas ("FHD"), NDDOL concluded that reasonable cause existed for the commencement of proceedings against Respondents for housing discrimination. The NDDOL referred this housing discrimination complaint to the North Dakota Office of Attorney General (NDDOL Case No. ND07-02-364).

III. Statement of Agreement

All parties to this agreement agree that the controversy outlined above should be resolved without 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 No. ND07-02-364.

IV. Terms of Agreement

Respondents agree to resolve the housing discrimination Complaint as follows:

1. Payment of \$1,244.68 to FHD as full and complete compensation to reimburse FHD for diverted resources and expenditures in regard to the subject complaint and for monitoring costs to ensure that the discriminatory practices have ended.
2. Attendance by the owner and any staff or agents of Respondents at a fair housing training seminar within one year of settlement. Training seminars are typically offered once a year in Fargo and Grand Forks.
3. A fair housing booklet ("Fair Housing It's Your Right") must be provided to all current tenants. This booklet is available from FHD or U.S. Department of Housing and Urban Development ("HUD").
4. Fair housing posters must be prominently displayed in a common area of each apartment building operated, managed, or owned by Respondents. Posters are available from FHD or HUD.
5. Development of a non-discrimination fair housing policy, approved by NDDOL and FHD, to be distributed to all of Respondents current tenants and posted prominently in any office or area that Respondents meet with prospective tenants.

V. Reporting Requirements

A. Within one year of the date of this Agreement, Respondents shall forward to the NDDOL documentation that the owner and any staff and agents have 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 the NDDOL. Any extensions will be granted at the discretion of the North Dakota Commissioner of Labor.

B. Within three months of execution of the Agreement, Respondents will comply with the provisions set forth above in Section IV(3-5). 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 the NDDOL. Any extensions will be granted at the discretion of the North Dakota Commissioner of Labor.

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

Dated this 20th day of ~~July~~ ^{August}, 2008.

State of North Dakota
Wayne Stenehjem
Attorney General

By: 

Michael Pitcher
Assistant Attorney General
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Office of Attorney General
500 North 9th Street
Bismarck, ND 58501-4509
Telephone (701) 328-3640
Facsimile (701) 328-4300

Attorneys for the State of North Dakota.

Dated this 26th day of July, 2008.

By: 

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

Dated this 13 day of ~~July~~ ^{August}, 2008.

By: 

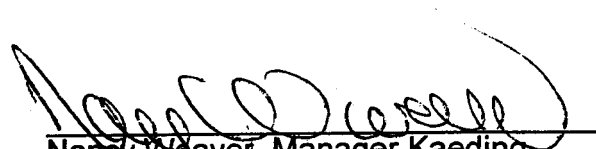
J. Thomas Traynor,
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Attorney for Kaeding Development Corp. of North Dakota Inc., and Nancy Weaver in her official capacity as manager of Kaeding Apartments.

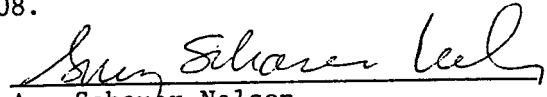
Dated this 25 day of July, 2008.

By: 
For Kaeding Development Corp. of North Dakota Inc.,

Dated this 13 day of ~~July~~^{August}, 2008.

By: 
Nancy Weaver, Manager Kaeding Apartments

Dated this 22 day of August, 2008.

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