

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”), and Alois Vetter (“Vetter”), 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 the North Dakota Fair Housing Council, Plaintiff, and Fair Housing of the Dakotas, Intervenor vs. Alois Vetter, Cass County District Court Civil No. 09-04-C-02924; and North Dakota Department of Labor Case No. ND03-12-111.*

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 Vetter for housing discrimination. The NDDOL referred this housing discrimination complaint to the North Dakota Office of Attorney General (NDDOL Case No. ND03-12-111). A civil suit was commenced in Cass County District court (Civil No. 09-04-C-02924). Thereafter, FHD intervened in the action.

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 No. ND03-12-111 and Cass County District Court Civil No. 09-04-C-02924.

IV. Terms of Agreement

Vetter agrees to resolve the housing discrimination as follows:

1. Payment of \$24,081.46 to FHD for attorneys fees and costs. A check in the amount of \$24,081.46 was received by FHD on November 16, 2006.
2. Payment of \$5,516.26 to FHD for actual damages. A check in the amount of \$5,516.26 was received by FHD on November 16, 2006.
3. Payment of \$9,000.00 to NDDOL for attorneys fees and costs. A check in the amount of \$9,000.00 was received by NDDOL on November 16, 2006.
4. Attendance at a fair housing training seminar within one year of settlement. Training seminars are typically offered once a year in Fargo and Grand Forks.
5. A fair housing booklet ("Fair Housing It's Your Right") must be provided to all current tenants. This booklet is available

from FHD or United States Housing and Urban Development ("HUD").

6. Fair housing posters must be prominently displayed in a common area of each apartment building operated, managed, or owned by you. Posters are available from FHD or HUD.
7. Development of a non-discrimination fair housing policy, approved by NDDOL and FHD, to be distributed to all of your current tenants and posted prominently in any office or area that you meet with prospective tenants.

V. Reporting Requirements

A. Within one year of the date of this Agreement, Vetter shall forward to counsel for NDDOL documentation that he 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 three months of execution of the Agreement, Vetter will comply with the provisions set forth above in Section IV(5-7). 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

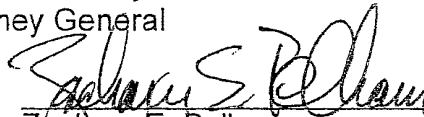
Once the Agreement has been executed by all parties, NDDOL and FHD will move the Cass County District Court to dismiss case number 09-04-C-02924, *State of North Dakota, by North Dakota Department of Labor, for the benefit of the North Dakota Fair Housing Council, Plaintiff, and Fair Housing of the Dakotas, Intervenor v. Alois Vetter*, with prejudice. Once the Agreement has been complied with in full, the NDDOL and FHD will consider NDDOL Case No. ND03-12-111 closed.

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

Dated this 11th day of December, 2006.

State of North Dakota
Wayne Stenehjem
Attorney General

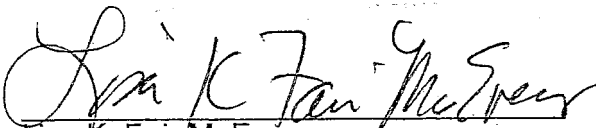
By:



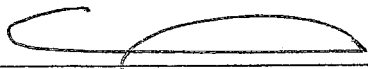
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Attorneys for the State of North Dakota.

Dated this 11th December day of November, 2006.

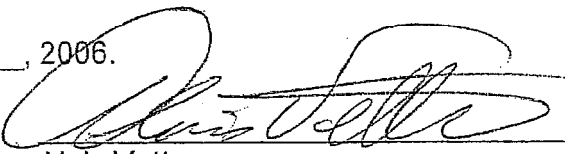
By: 
Lisa K. Fair McEvers
Commissioner of Labor
North Dakota Department of Labor

Dated this 6 December day of November, 2006.

By: 
Christopher Brancart
~~Brancart and Brancart~~
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Attorneys for Plaintiff in Intervention

Dated this 18 day of Nov, 2006.

By: 
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Pro Se
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