



3. The parties stipulate and agree and the Court hereby orders that:

a. Defendant MIDWEEK will sponsor one fair housing seminar presented by plaintiff NDFHC in Fargo each year for the next year two years following the entry of this Consent Order and will pay to plaintiff NDFHC the sum of \$6,000 to cover the NDFHC's costs in making the presentation (\$3000 to be paid by March 31, 1999 and \$3000 to be paid by March 31, 2000), and MIDWEEK will also cover the cost for the site where each presentation, provided that at least one presentation shall be made in conjunction with the annual convention of the North Dakota Newspapers Association.

b. Defendant MIDWEEK will publish a full page public service advertisement in the *Midweek Eagle* once each year for the next three years, with the date of publication to mutually agreed with NDFHC, provided that NDFHC furnish to the MIDWEEK the "camera ready" copy for the advertisement each year per specs of the MIDWEEK staff.

c. Defendant MIDWEEK will publish a 3/4 page advertisement in the *Midweek Eagle* prior to each of the scheduled fair housing presentations by NDFHC in Fargo described above promoting the event to attract housing providers, consumers, service providers, and the public at large, with the parties cooperating in the preparation of those advertisements.

d. Defendant MIDWEEK will provide as an ongoing public service on its internet website a "link" to fair housing web pages specified by NDFHC and MIDWEEK further agrees to arrange for the same "link" on the internet website of the North Dakota Newspapers Association, with the "links" to be established within 90 days after NDFHC provides the MIDWEEK with the list of specified fair housing web pages.

f. Defendant MIDWEEK will pay to NDFHC the sum of \$13,500 (\$7000 to be paid no later than September 30, 1998, and \$6,500 to be paid no later than September 30, 1999) as and for

reimbursement to NDFHC of a portion of its costs, including attorneys' fees, in bringing this action and any related HUD administrative action to enforce the fair housing advertising provisions of the federal Fair Housing Act and corresponding state laws and NDFHC acknowledges that the defendants shall have no other obligation with respect to reimbursement of NDFHC's costs or attorneys' fees related to those enforcement actions.

g. Defendant MIDWEEK will exercise its best efforts to comply with state and federal fair housing laws and will increase the size of its EHO Publisher's Notice to standard font equal to the font used in its usual classified housing advertisements.

h. If after the date of the entry of this Consent Order, the plaintiff NDFHC identifies any classified housing ad in any publication by the defendant MIDWEEK that indicates a limitation, preference or discrimination in violation of state or federal fair housing laws, NDFHC will first notify the MIDWEEK in writing of the publication of the discriminatory classified housing ad and request that the MIDWEEK cease publishing the ad as soon as possible and that the MIDWEEK provide written notice to the person placing the ad that it appears to be in violation of state or federal law and will not continue to be published. Plaintiff NDFHC will not bring any administrative or other legal action against the defendant MIDWEEK or any of its publications based on the publication of any single classified housing ad alleged to be in violation of state or federal law unless the MIDWEEK refuses a reasonable request by the NDFHC to cease publishing an ad likely to be in violation of the fair housing laws or unless the MIDWEEK refuses to notify the person placing such an ad that it appears to be in violation of state or federal law or unless the MIDWEEK publishes more than five distinct discriminatory ads in any one calendar month or more than twenty-five distinct discriminatory ads in any consecutive six calendar months. Prior to filing any administrative complaint or other legal

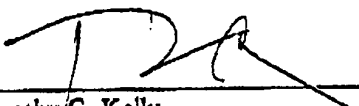
action based on the publication of discriminatory classified housing ads alleged to violate state or federal fair housing laws in the future, NDFHC will notify the MIDWEEK and the North Dakota Newspapers Association and request that representatives of the parties and the NDNA meet and make a final good faith effort to resolve the matter in a manner which avoids formal action or litigation and promotes fair housing opportunities.

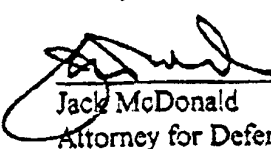
i. The parties stipulate that the purpose of this Consent Order and the parties' agreement resolving the above entitled cause of action is to permit them to direct energies and resources that would otherwise be expended on litigation to increasing the understanding of fair housing rights and responsibilities of all persons in their communities. In confirmation of that agreement, the MIDWEEK will notify NDFHC in writing, signed by its Director of Publications, within 5 days of entry of this Consent Order that "The *Midweek Eagle* and *Midweek Plus* look forward to working with the North Dakota Fair Housing Council and respects the continuing work of the NDFHC to educate housing providers and consumers about fair housing rights and responsibilities and the continuing efforts of the NDFHC to promote fair housing opportunities for all North Dakotans."

4. NDFHC stipulates to withdrawal and dismissal with prejudice of the above entitled cause of actions against John Doe #1, John Doe #2, and John Doe #3 and the above entitled claims against said John Doe #1, John Doe #2, and John Doe #3 are hereby dismissed with prejudice.

5. NDFHC stipulates to and will take the necessary action to withdraw and have dismissed its pending administrative complaint against MIDWEEK filed with the U.S. Department of Housing and Urban Development (HUD #08-96-01114-8) and MIDWEEK shall not be obliged to perform its obligations under this Consent Order unless and until it has received notice from HUD that said administrative complaint (#08-96-01114-8) has been withdrawn or dismissed and is closed.

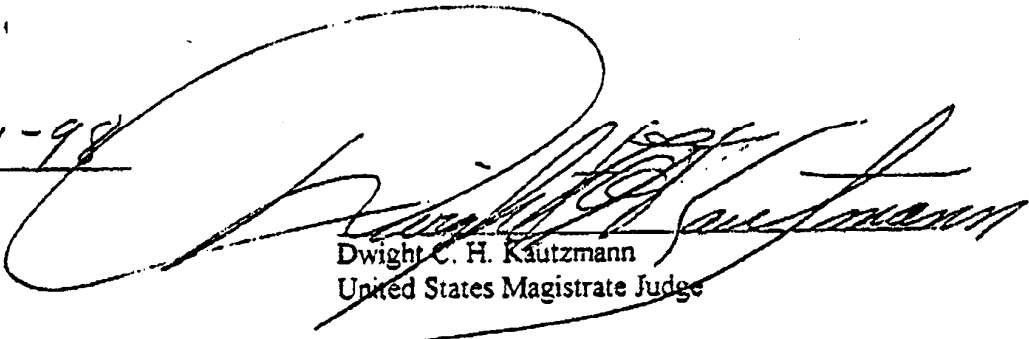
Respectfully submitted by stipulation this 16 day of Sept., 1998.

  
\_\_\_\_\_  
Timothy C. Kelly  
Attorney for Plaintiff  
North Dakota Fair Housing Council, Inc.  
Date: 8/31/98

  
\_\_\_\_\_  
Jack McDonald  
Attorney for Defendant  
Pioneer Enterprises, Inc.  
Date: 9/16/98

**ORDER**

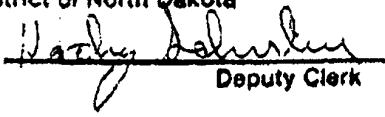
The above stipulated Consent Order is approved and entered on the date indicated below with the following additions and modifications: None.

Dated: 10-1-98  
  
\_\_\_\_\_  
Dwight C. H. Kautzmann  
United States Magistrate Judge

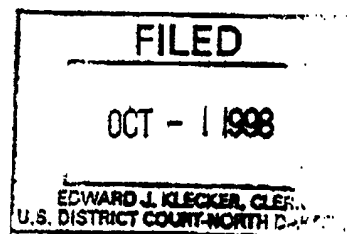
cc: Timothy C. Kelly, Esq.  
Post Office Box 65  
Emigrant, MT 59027-0065  
406/333-4111  
and  
Greg Runge, Esq.  
Suite A - 418 E. Rosser Ave.  
Bismarck, North Dakota 58501  
(701) 222-1808  
Attorneys for Plaintiff

Jack McDonald, Esq.  
Post Office Box 2056  
Bismarck, ND 58502-2056  
701/223-5300  
Attorney for Defendants

**CERTIFIED COPY**  
Original Filed with Clerk of Court

ATTEST:  
EDWARD J. KLECKER, CLERK  
United States District Court  
District of North Dakota  
By   
\_\_\_\_\_  
Deputy Clerk

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NORTH DAKOTA  
SOUTHWESTERN DIVISION



North Dakota Fair Housing Council, )  
Inc., )

Plaintiff, )

vs. )

Pioneer Enterprises, Inc., d/b/a )  
Midweek Eagle and Midweek Plus, )  
John Doe #1 d/b/a 287-1454, )  
John Doe #2 d/b/a 235-1762, and )  
John Doe #3 d/b/a 235-9238, )

Defendants. )

Civil No.: A1-97-148

DISPOSITIONAL ORDER

The parties in this matter having entered into a consent and stipulation for resolution of this matter, the terms of which are set forth in the Consent Order filed in this matter and which are incorporated in and by reference made a part hereof, the court does hereby ORDER as follows:

1. Pursuant to the consent and stipulation of the parties, contained at Paragraph 4 of the Consent Order, this case is DISMISSED WITH PREJUDICE against John Doe #1 d/b/a 287-1454, John Doe #2 d/b/a 235-1762, and John Doe #3 d/b/a 235-9238. Judgment shall be entered accordingly.
2. With regard to the claims against defendant Pioneer Enterprises, Inc., d/b/a Midweek Eagle and Midweek Plus ("Pioneer"):
  - a. The court shall retain jurisdiction in this matter for a term of three (3) years from the date of this Order for purposes of monitoring the compliance of Pioneer with the terms and conditions of the Consent Order. During the monitoring period, this file shall be administratively closed for statistical purposes only.

- b. If during the three year monitoring period Pioneer is deemed to have failed to comply with any of the terms or conditions of the Consent Order, the plaintiff shall file a motion with the court for purposes of re-activating the file and to bring the circumstances of any such alleged noncompliance properly before the court.
- i. The parties have orally stipulated and agreed that prior to the filing of any motions, the parties will utilize private mediation to attempt to resolve problems arising under the Consent Order. The parties will resort to court intervention if mediation does not provide resolution to any such problems.
- c. At the conclusion of the three year monitoring period, if there has been no circumstances or cause warranting the continuation of this action, the plaintiff shall submit to the court the proper documents for dismissal of its claims against Pioneer.

Dated this 1st day of October, 1998.

  
Dwight C. H. Kautzmann  
United States Magistrate

**CERTIFIED COPY**  
Original Filed with Clerk of Court

ATTEST:  
EDWARD J. KLECKER, CLERK  
United States District Court  
District of North Dakota

By Kathy Sahrbach  
Deputy Clerk