

***United States & ZamZam Yasin Nur, on behalf of herself and her minor  
children v. Dominic Carchedi, Dominic Properties, LLC,  
and Lake City Properties DC, LLC***

**I. INTRODUCTION**

1. This Settlement Agreement ("Agreement") is made and entered between Plaintiff the United States of America ("the United States"), Plaintiff/Intervenor ZamZam Yasin Nur on behalf of herself and her three minor children ("Nur"), and Defendants Domnic Carchedi, Dominic Properties, LLC and Lake City Properties DC, LLC, through their authorized representatives. The Plaintiff, Plaintiff/Intervenor and the Defendants are referred to herein as the "Parties."

2. This Agreement resolves a Complaint filed by the United States on June 23, 2016, and Plaintiff/Intervenor's Complaint in Intervention filed on October 31, 2016, both against Defendants, alleging violations of the Fair Housing Act, 42 U.S.C. § 3601, *et seq.* See *United States and ZamZam Yasin Nur v. Dominic Carchedi, Dominic Properties, LLC, and Lake City Properties DC, LLC*, 16-cv-2087 (JRT/SER) (hereinafter the "Civil Action").

3. In its Complaint, the United States alleges that Defendants unlawfully discriminated on the basis of familial status in the issuance and enforcement of rules regarding the use of the common areas of a two-story multi-family complex located on 3322 Chicago Ave. S., Minneapolis, Minnesota 55407 ("subject property").

**II. RECITALS**

4. Defendant Dominic Properties, LLC ("Dominic Properties") is the governing body of the subject property, a two-story multi-family complex consisting of five (5) apartments located on 3322 Chicago Ave. S., Minneapolis, Minnesota 55407. Defendant Lake City Properties DC, LLC ("Lake City") is the property management company for the subject

property. Defendant Dominic Carchedi is the registered agent for Dominic Properties and Lake City Properties and the on-site manager of the subject property.

5. The United States alleges that Defendants Dominic Properties, Lake City Properties, and Carchedi, engaged in housing practices that discriminated on the basis of familial status by:

- a. Not permitting children to be in the hallways or yard unless they were arriving at or leaving the building;
- b. Assessing a \$50 fine for any child found in the common areas or front yard;
- c. Photographing children when they walked around the lawn or played outside;
- d. Striking a four-year boy twice for allegedly running in the hallways;
- e. Prohibiting or unreasonably restricting children from playing in the common areas of the subject property while not imposing the same requirements on adults; and
- f. Making printed and published statements that indicated a preference against children playing in the common areas.

6. The United States alleges that, through this conduct, Defendants have:

- a. Violated 42 U.S.C. § 3604(b) by discriminating against parents and their children in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith because of familial status; and
- b. Violated 42 U.S.C. § 3604(c) by making statements indicating a preference, limitation or discrimination based on familial status.

7. Nothing in this Agreement shall be construed as a finding or admission of liability on the part of Defendants.

8. The United States, Plaintiff/Intervenor and Defendants have agreed that the claims against Defendants should be resolved without a trial. In consideration of the mutual promises and obligations set forth below, the Parties agree and covenant to following material terms and conditions.

### **III. STATEMENT OF CONSIDERATION**

9. In consideration of, and consistent with, the terms of this Agreement, the Parties will move jointly for dismissal of the lawsuit entitled *See United States and ZamZam Yasin Nur v. Dominic Carchedi, Dominic Properties, LLC, and Lake City Properties DC, LLC*, 16-cv-2087 (JRT/SER).

### **IV. TERMS AND CONDITIONS**

#### **A. PROHIBITED CONDUCT**

10. As part of this Agreement, Defendants, their officers, agents, employees, and all other persons or entities in active concert or participation with them, agree to refrain, with respect to the rental of dwellings at the Subject Property, from:

- a. Discriminating in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of familial status;
- b. Prohibiting or unreasonably restricting children from playing in the common areas of the subject property while not imposing the same requirements on adults;



- c. Prohibiting children from being in the hallways or yard unless they are arriving at or leaving the building;
- d. Assessing fines for any child found in the common areas or front yard
- e. Photographing children when they walk around the lawn or play outside;
- f. Hitting any child for violating a rules associated with the property;
- g. Making oral or written statements that indicate a preference against children playing in the common areas;
- h. Making, printing, or publishing, or causing to be made, printed, or published any notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on familial status; and
- i. Coercing, intimidating, threatening, interfering with or retaliating against any person in connection with the exercise or enjoyment of any right granted or protected by the Fair Housing Act

#### **B. NONDISCRIMINATION POLICY**

11. Within thirty (30) days of this Settlement Agreement, Defendants shall adopt, implement, and maintain a Nondiscrimination Policy and shall distribute the Nondiscrimination Policy to all of their employees and agents, and to all residents. The Nondiscrimination policy shall be reviewed with each employee, agent, or anyone acting under their direction, on an annual basis hereafter. The text of the Nondiscrimination Policy is as set forth in **Appendix A** hereto.

#### **C. FAIR HOUSING POSTER AND ADVERTISING**

12. Within thirty (30) days of the entry of this Settlement Agreement, Defendants shall post and prominently display in each and every location where activity related to the management or rental of the subject property occurs, a poster no smaller than 11 inches by 14 inches that indicates that all dwellings are available for rent on a nondiscriminatory basis. The poster shall comply with the requirements set out in 24 C.F.R. Part 110.

13. Within thirty (30) days of the entry of this Settlement Agreement, in all advertising conducted by the Defendants related to the subject property in the Internet, newspapers, telephone directories, radio, or other media, and on all signs, pamphlets, brochures, and other promotional literature, Defendants shall include the words "Equal Housing Opportunity," the fair housing logo, and/or the following sentence:

"We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status, or disability."

The words or logo shall be prominently placed and easily legible.

#### **D. MANDATORY TRAINING**

14. Within thirty (30) days of the entry of this Settlement Agreement, the members of Dominic Properties LLC, Lake City employees working at the subject property, and Dominic Carchedi shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of familial status. The training shall be conducted by an independent, qualified third party, approved in advance by the United States, and any expenses associated with this training shall be borne by the Defendants. The members of Dominic Properties, Lake City employees, and Dominic Carchedi shall obtain from the trainer certifications of attendance, executed by each individual who received the training, confirming his/her attendance, in a form acceptable to the United States. This confirmation shall include the name of the course, the date

the course was taken, the length of the course, and/or the time within which the course was completed.

#### **E. REPORTING REQUIREMENTS**

15. During the period in which this Settlement Agreement is in effect, Defendants shall notify counsel for the United States<sup>1</sup> in writing within fifteen (15) days of receipt of any written or oral complaint against the Defendants or Defendants' officers regarding familial status discrimination in housing. If the complaint is written, Defendants shall provide a copy of it with the notification. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. Defendants shall also promptly provide the United States all information it may request concerning any such complaint and shall inform the United States within fifteen (15) days of any resolution of such complaint.

16. During the period in which this Agreement is in effect, Defendants shall preserve all records that are the source of, contain, or relate to any of the information pertinent to their obligations under this Agreement. Upon reasonable notice to counsel for Defendants, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, Defendants shall provide copies of such documents.

#### **F. MONETARY DAMAGES TO AGGRIEVED PERSONS**

17. Pursuant to this Settlement Agreement, the Defendants shall pay the total sum of \$15,000 ("Settlement Amount"), for the purpose of compensating Plaintiff/Intervenor ZamZam Yasin Nur, and her minor children for the above-alleged discriminatory conduct, and for

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<sup>1</sup> All documents or other communications required by this Order to be sent to the counsel for the United States shall be addressed as follows: Bahram Samie, Assistant United States Attorney, United States Attorney's Office, 600 U.S. Courthouse, 300 South Fourth Street, Minneapolis, MN 55415.



Plaintiff/Intervenor's attorneys' fees. Payment of the Settlement Amount will be made over time as follows: (1) Defendants must pay \$5,000 within thirty days of this Settlement Agreement; (2) Defendants must pay \$5,000 within one hundred and eighty (180) days of this Settlement Agreement; and (3) Defendants must pay \$5,000 within three-hundred and sixty (360) days of this Settlement Agreement. Each payment shall be made in the form of cashier's check made payable to Mid-Minnesota Legal Aid. The Defendants shall deliver this payment to Mid-Minnesota Legal Aid, 430 First Avenue North, Suite 300, Minneapolis, MN 55401.

18. In exchange for receipt of payments in paragraph 17 above, Ms. Nur will execute a written mutual release of all claims, legal or equitable, that she and her minor children might have against Defendants relating to the claims asserted in this lawsuit and related to her tenancy at 3322 Chicago Avenue S. Minneapolis, MN 55407. In exchange for the negotiated and compromised terms of this Settlement Agreement, Defendants will also execute the written mutual release of all claims, legal or equitable, that they might have against Ms. Nur and her minor children relating to the claims asserted in this lawsuit and their tenancy at 3322 Chicago Avenue S. Minneapolis, MN 55407. A copy of the mutual release is attached as **Appendix B**.

19. In the event that Defendants fail to timely pay any of the monetary payments set forth in Paragraph 17 above, the United States or Plaintiff/Intervenor must notify Defendants by registered mail of their failure to pay, and provide seven (7) days to cure any payment deficiency. If Defendants do not cure the payment deficiency within seven (7) days, the United States or Plaintiff/Intervenor may file the executed Confession of Judgment in the Civil Action, attached here as **Appendix C**.

**G. ADDITIONAL AGREEMENT BETWEEN PLAINTIF/INTERVENOR AND DEFENDANTS**

20. Defendants, now and in the future, shall provide a neutral rental reference regarding ZamZam Yasin Nur which does not disclose any information other than the fact of Ms. Nur's tenancy in 2012-2013 and the dates of said tenancy.

21. Defendants Carchedi, Dominic Properties, and Lake City will not disparage or take any action which could reasonably be expected to adversely affect Ms. Nur's personal reputation. Ms. Nur will not disparage or take any action which could reasonably be expected to adversely affect the professional reputation of Defendants Carchedi, Dominic Properties, or Lake City.

#### **H. IMPLEMENTATION AND ENFORCEMENT**

22. The United States may review compliance with this Agreement at any time. Defendants agree to cooperate with the United States in any review of compliance with this Agreement. Upon reasonable notice, Defendants shall permit counsel for the United States to inspect and copy all non-privileged records pertinent to this Agreement.

23. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Agreement prior to initiating any court action. If the United States believes that there has been a failure by the Defendants to perform in a timely manner any act required by this Agreement, or otherwise to act in conformance with any provision thereof, whether intentionally or not, the United States will notify Defendants in writing of its concerns and the Parties will attempt to resolve those concerns in good faith. Defendants shall have fifteen (15) days from the date the United States provides notification of any breach of this Agreement to cure the breach.

24. If the Parties are unable to reach a resolution within 15 days, the Parties agree that the United States may move to restore the present Civil Action to the active docket of this Court



for purposes of resolution of any such claim of breach. In the event of such a claim of breach as made by the United States, Defendants consent to and agree not to contest the Government's motion to restore the present Action to the Court's active docket without waiving any defenses to the alleged breach, and consent to and agree not to contest the exercise of personal jurisdiction over Defendants by this Court.

25. In the event the United States reinstates the Action as contemplated by paragraph 24, above, or any other civil action is commenced to remedy breach of this Settlement Agreement, the United States may seek the following: 1) an order mandating specific performance of any term or provision in this Settlement Agreement, without regard to whether monetary relief would be adequate; 2) an award of reasonable attorneys' fees and costs incurred in bringing an action to remedy breach of this Settlement Agreement; and 3) any additional relief that may be authorized by law or equity. If the Action is reinstated or any other such civil action is filed, Defendants expressly agree not to count the time during which this Settlement Agreement is in place, or use the terms or existence of this Settlement Agreement, to plead, argue or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses.

26. Failure by the United States to enforce any provision of this Agreement shall not operate as a waiver of the United States' right or ability to enforce any other provision of this Agreement.

27. The parties agree that in the event Defendants engage in any future violation of the Fair Housing Act, such violation will constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d).

## **V. TERMINATION OF LITIGATION HOLD**

28. The Parties agree that, as of the date of the dismissal of the Civil Action, litigation is not “reasonably foreseeable” concerning the matters described above or in the United States’ Complaint. To the extent that any Party previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described above, the Party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any Party of any other obligations imposed by this Agreement.

## **VI. DURATION, EXECUTION, AND OTHER TERMS**

29. This Agreement is effective on the date of signature of the last signatory to the Agreement. The Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one Agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

30. The duration of this Agreement shall be for a period of four (4) years from the date of execution.

31. Upon Defendants’ completion of performance of the first payment in Section F, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

32. Except as set forth in paragraphs 17 and 25 above, each Party shall bear its own legal and other costs incurred in connection with this litigation, including the preparation and performance of this Agreement.

33. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

34. This Agreement constitutes the complete agreement among the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or

admissible for purposes of determining the meaning of any provision herein or in any other proceeding. Any modification must be in writing and signed by the parties through their authorized representatives.

35. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

36. This Agreement is binding on the Parties and their transferees, heirs, and assigns.

37. This Agreement is governed by and shall be interpreted under the laws of the United States. For purposes of construing or interpreting this Agreement, it shall be deemed to have been drafted by all Parties and shall not be construed or interpreted against any Party for that reason in any subsequent dispute.

38. Except where this Agreement expressly conditions or predicates performance of a duty or obligation upon the performance of a duty or obligation by another party, the performance of one party's duties or obligations under this Agreement shall not be discharged or excused by the actual or alleged breach of the duties and obligations by another party.

39. This Agreement is a public document. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

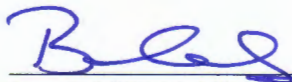
40. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. The Parties agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is illegal or invalid.

[SIGNATURE PAGE TO FOLLOW]



ON BEHALF OF THE UNITED STATES OF AMERICA:

GREGORY G. BROOKER  
Acting United States Attorney



By: BAHRAM SAMIE (#392645)  
ANA H. VOSS (#483656DC)  
Assistant United States Attorneys  
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E-mail: bahram.samie@usdoj.gov  
E-mail: ana.voss@usdoj.gov

Dated: June 7, 2017

ON BEHALF OF ZAMZAM YASIN NUR AND HER MINOR CHILDREN



Anne M. Robertson (#212775)  
Justin Perl (#151397)  
430 First Avenue North, Suite 300  
Minneapolis, MN 55401  
Phone (612) 746-3725  
E-mail: [amrobertson@mylegalaid.org](mailto:amrobertson@mylegalaid.org)

Dated: June 7, 2017

ON BEHALF OF DEFENDANTS DOMINIC PROPERTIES, LLC AND LAKE CITY  
PROPERTIES DC, LLC

  
Mark G. Ohnstad (81218)  
DeWitt Mackall Crounse & Moore, S.C.  
1400 AT&T Tower  
901 Marquette Avenue South  
Minneapolis, MN 55402  
Tel: (612) 305-1416  
Fax: (612) 305-1414  
E-mail: [mgo@dewittmcm.com](mailto:mgo@dewittmcm.com)

Dated: 6/7/17

ON BEHALF OF DEFENDANT DOMINIC CARCHEDI

  
Jeffrey R. Mulder  
Bassford Remele  
100 South 5<sup>th</sup> Street Suite 1500  
Minneapolis MN 55402-1254  
Tel: (612) 333-3000  
Fax: (612) 746-1222  
E-mail: [jmulder@bassford.com](mailto:jmulder@bassford.com)

Dated: 6-7-17

  
Dominic Carchedi  
3757 Foss Road  
Minneapolis, MN 55421  
Tel: (612) 819-4966  
SSN:

Dated: 6-7-17

## **APPENDIX A**

### **Non-Discrimination Policy**

It is the policy of Dominic Properties LLC to comply with the Fair Housing Act, 42 U.S.C. § 3601, *et seq.*, by ensuring that all housing units as well as the terms, conditions, and privileges associated with such units are available to all persons without regard to race, color, religion, national origin, disability, familial status (having children under age 18), or sex. This policy means, among other things, that Dominic Properties LLC and all agents or employees with responsibility for enacting or enforcing rules and regulations at Dominic Properties LLC must not discriminate in any aspect of housing, including but not limited to, creating and enforcing the rules and regulations in a manner that prevents or discourages families with children from or penalizes them for using the common areas for play or recreation. Such agents and employees may not:

- a. Require that children be supervised by an adult when playing in common areas of Dominic Properties or enact or enforce a rule or regulation in a manner that treats children differently from adults in their ability to enjoy use of common areas of Dominic Properties, unless the requirement or rule is narrowly tailored to meet a compelling purpose, such as safety in a swimming pool or exercise facility;
- b. Make, print, or publish, approve, or cause to be made, printed or published, any notice, statement, or advertisement, with respect to children playing in the common areas of Dominic Properties, unless the restriction is narrowly tailored to meet a compelling purpose, such as safety in a swimming pool or exercise facility;
- c. Coerce, intimidate, threaten, physically assault, photograph (other than operating routinely and lawfully used security surveillance cameras) or interfere with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act.

Any agent or employee who fails to comply with this non-discrimination policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in the unequal service, treatment or behavior to tenants or prospective tenants on the basis of race, color, religion, national origin, disability, familial status, or sex, may constitute a violation of state and federal fair housing laws. An individual who believes that he or she is the victim of discrimination may contact the U.S. Department of Housing and Urban Development at 1-800-669-9777, or the U.S. Attorney's Office at (612) 664-5600.

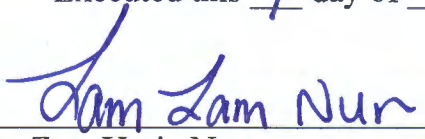


**EXHIBIT B**

**Mutual Release**

In consideration of the payment of the sum of fifteen thousand dollars (\$15,000.00) and the negotiated compromised terms of the Settlement Agreement entered in United States & Nur v. Dominic Carchedi, et al., Civil No. 16-cv-2087 (JRT/SER) (D. Minn.), ZamZam Yasin Nur, individually and as custodial parent and guardian of her minor children, (initials) S.A., S.B, Y.B, Y.M, and I.M, and Dominic Carchedi, Dominic Properties, LLC, and Lake City Properties DC, LLC hereby release each other from any and all liability for any claims, legal or equitable, they may have against each other arising out of the issues alleged in the action and related to Nur's tenancy at 3322 Chicago Ave S, Minneapolis, MN 55407, as of the date of the Settlement Agreement. They fully acknowledge and agree that this release shall be binding on their heirs, representatives, executors, successors, administrators, and assigns. The parties hereto hereby acknowledge that they have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Executed this 7 day of June, 2017.

  
Zam Zam Yasin Nur

  
Dominic Carchedi

  
Dominic Properties, LLC  
By Dominic Carchedi  
Its [title]

  
Lake City Properties DC, LLC  
By Dominic Carchedi  
Its [title]

**EXHIBIT C**

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA  
Civil No. 16-2087 (JRT/SER)**

United States of America,

Plaintiff,

and

ZamZam Yasin Nur, on behalf of herself  
and her minor children,

Plaintiff/Intervenor

v.

Dominic Carchedi, Dominic Properties,  
LLC, and Lake City Properties DC, LLC,

Defendants.

**CONFESSION OF JUDGMENT**

Defendants Dominic Carchedi, Dominic Properties, LLC, and Lake City Properties DC, LLC hereby set forth this Confession of Judgment as set forth below:

1. Pursuant to a Settlement Agreement in the above-captioned matter, dated June 7, 2017, Defendants Dominic Carchedi, Dominic Properties, LLC, and Lake City Properties DC, LLC have agreed to pay the total sum of \$15,000 ("Settlement Amount"), for the purpose of compensating Plaintiff/Intervenor ZamZam Yasin Nur, and her minor children to resolve the above-captioned action. Payment of the Settlement Amount will be made over time as follows: (1) Defendants must pay \$5,000 within thirty days of the Settlement Agreement; (2) Defendants must pay \$5,000 within one-hundred and eighty (180) days of the Settlement Agreement; and (3) Defendants must pay \$5,000 within three-hundred and sixty (360) days of the Settlement Agreement. Each payment shall be made in the form of cashier's check made payable to Mid-

Minnesota Legal Aid. The Defendants shall deliver this payment to Mid-Minnesota Legal Aid, 430 First Avenue North, Suite 300, Minneapolis, MN 55401.

2. If Defendants fail to adhere to the terms set forth in paragraph one above, by failing to make any of the payments described in paragraph one, and Defendants do not cure such failure within seven days of notice, as set forth in the Settlement Agreement, Plaintiff or Plaintiff/Intervenor may file this Confession of Judgment with the Court as a confession of judgment against Defendants Dominic Carchedi, Dominic Properties, LLC, and Lake City Properties DC, LLC, for \$20,000, without further notice or hearing.


3. If judgment is entered in this case, the judgment shall be in the amount described in paragraph two above, less any payments made to date and that said judgment will accrue post judgment interest at the legal rate.

4. If a judgment is entered in this case, Defendants agree that the Plaintiff and Plaintiff/Intervenor are entitled to enforce collection of that judgment by all legal means available, including, but not limited to, filing liens against the Defendants' non-exempt real and personal property, garnishing the Defendants' wages and bank accounts and levying against the Defendants' non-exempt real and personal property.

(Signature Page Follows)



ON BEHALF OF DEFENDANTS DOMINIC PROPERTIES, LLC AND LAKE CITY  
PROPERTIES DC, LLC

  
Mark G. Ohnstad (81218)  
DeWitt Mackall Crounse & Moore, S.C.  
1400 AT&T Tower  
901 Marquette Avenue South  
Minneapolis, MN 55402  
Tel: (612) 305-1416  
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E-mail: [mgo@dewittmcm.com](mailto:mgo@dewittmcm.com)

Dated: 6/7/17

ON BEHALF OF DEFENDANT DOMINIC CARCHEDI

  
Jeffrey R. Mulder  
Bassford Remele  
100 South 5<sup>th</sup> Street Suite 1500  
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Tel: (612) 333-3000  
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E-mail: [jmulder@bassford.com](mailto:jmulder@bassford.com)

Dated: 6-7-17

  
Dominic Carchedi  
3757 Foss Road  
Minneapolis, MN 55421  
Tel: (612) 819-4966  
SSN:

Dated: 6-7-17

On behalf of Dominic Properties, LLC, Lake City Properties DC, LLC  
and Dominic Carchedi, individually