

Conciliation Agreement

May 17, 2021

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answer. The complainant said she received no response to her attempts contact the Respondent concerning the statement until Monday. The Complainant said when [REDACTED] finally contacted her, she told her that an investigation had been conducted, they were working with law enforcement and found that no one connected with the ownership/ property were involved and that the site had been hacked. The Complainant said her mother asked what was being done to ensure safety, had any statement of retraction been posted, what was the process early release from the lease agreement because of this potentially volatile situation at the subject property. The Complainant also stated that she has been harassed by the upstairs white tenants who stomp on the floor on a regular basis and law enforcement has been called on occasions; the Respondent has afforded no remedy. The Complainant stated that she requested to move to another unit to get away from the harassment and the Respondent has not properly responded to her requests. The Complainant said the discriminatory treatment has been going on for over a year and her complaints go without resolution from the Respondent. The Complainant said the Respondent once provided them with a replacement refrigerator that was so filthy it was unfit to use. The Complainant believes the Respondents treatment and the allowed treatment by white tenants is a deliberate attempt to force her and her African American roommates to leave the subject property. The Complainant believes the Respondent is discriminating against her and other African American tenants/students because of race. The Complainant further believes the Respondent is retaliating against her because of her complaints about the discriminatory treatment.

Respondents deny having discriminated against Complainant but agree to settle the claims in the underlying action by entering into this Conciliation Agreement.

WHEREAS, the Commission and the parties hereto wish to reach a just resolution of the aforementioned dispute, and reach a full, equitable and final settlement of all matters arising out of the aforementioned complaint.

NOW, THEREFORE, the parties hereby agree and stipulate to the following:

II. GENERAL PROVISIONS

The terms set forth herein are contractual and not merely a recital.

- A. The terms set forth herein are contractual and not merely a recital.
- B. The parties acknowledge that this Agreement is a full settlement of the disputed complaint. The parties hereto state that they have read and fully understand the significance of the terms set forth herein and have executed this compromise Conciliation Agreement freely and voluntarily. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
- C. This conciliation agreement fully and completely resolves all issues arising out of SHAC Case # H-4-21-026 / HUD Case # 04-21-6097-8 through the effective date of this agreement. The Commission and the Complainant will take no further legal action with respect to, and will not initiate any action pertaining to, the facts and events which led to the filing of the charge so long as the parties abide by the terms of this Conciliation Agreement.
- D. This Agreement, after it has been approved by the Commissioner of South Carolina Human Affairs Commission (SCHAC) is binding upon all Respondents, their employees, successors

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and all others in active concert with them in the ownership or operation of [REDACTED]
[REDACTED] (Horry County) [REDACTED]

- E. It is understood that, pursuant to Section 31-21-120 (D) of the South Carolina Code of Laws Fair Housing Law, upon approval of this Agreement by the Commissioner of SCHAC, it is a public document.
- F. This Agreement does not in any way limit or restrict SCHAC's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Law, or any other law within SCHAC's jurisdiction.
- G. This Conciliation Agreement constitutes closure of the complaint at HUD and South Carolina Human Affairs Commission upon a determination that the Complainant and Respondents have complied with the terms of the Agreement.

III. PROVISIONS FOR THE PUBLIC INTEREST

In order to assure that the public interest is protected, Respondents, without admitting to any violation of the South Carolina Fair Housing Law or Federal Fair Housing Act, agree to continue to take such affirmative action as may be necessary to assure the elimination of discriminatory housing practices and the prevention of their occurrence in the future, including, but not limited to the following:

- A. Respondents agree to comply with all federal and state housing laws.
- B. Respondents agree to consistently apply its standards for acceptance and rejection of housing applicants in an objective manner.
- C. Respondents agree to allow any qualified person the right to purchase, rent, or occupy a dwelling regardless of race, color, religion, sex, disability, familial status, or national origin.
- D. Respondents' employees, who interact with applicants, and tenants, shall complete Fair Housing training, provided by the South Carolina Human Affairs Commission or a qualified agency of Respondents' choosing, within six months from the date of the signed agreement. Respondents shall provide certificates/proof of training to the Commission within six months from the date of the signed agreement.

IV. RELIEF FOR COMPLAINANT

- A. Respondents agree to allow Complainant to terminate her lease early on or before July 1, 2021 with no related fees or penalties; however, Complainant remains liable for any damages to the property beyond normal wear and tear.
- B. Respondents agree that there shall be no discrimination or retaliation of any kind against Complainant or any person who assisted the Commission in the filing of this charge or in the investigation of this matter.

V. RELEASE BY COMPLAINANT

- A. Upon compliance with the terms of Paragraph IV through herein, Complainant agrees to release and forever discharge Respondents and Respondents' employees, members, officers, agents, successors, insurers, parent companies, affiliated entities, and assigns from any and all claims which may be raised on account of the matters raised herein.

VI. BREACH OF CONCILIATED TERMS

- A. Nothing in this Agreement shall be construed to preclude the Commission and/or any aggrieved individual(s) from suing to enforce this Agreement if Respondents fails to perform the promises and representations contained herein. Neither does it preclude the Commission from filing charges in the future concerning events occurring after the execution of this conciliation agreement. The Commission shall determine whether Respondents has complied with the terms of this agreement. In the event that the Commission determines that Respondents has not complied with the terms hereof, the Commission shall send written notice to Respondents and Respondents shall be given a reasonable time period to remedy such non-compliance.
- B. Complainant(s) and Respondent(s) agree that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.

VII. REPORTING & RECORDKEEPING

Parties shall submit proof of compliance with the terms of this Agreement to:

South Carolina Human Affairs Commission
Fair Housing Department
Attention: [REDACTED]
1026 Sumter Street, Suite 101
Columbia, SC 29201

The submitter of any documentation should include the SHAC and HUD case numbers, which are as follows:

SHAC No. H-4-21-026
HUD No. 04-21-6097-8

VIII. COMMISSION REVIEW

- A. Subject to the provisions of Section 814 of the Fair Housing Act, as amended, 42 U. S. C. Section 3614, and in accordance with the provisions of State Regulations R. 65-225.G., the Commission may, from time to time, review compliance with this Conciliation Agreement, and, if necessary, recommend to the South Carolina Attorney General that a civil action be filed to seek the enforcement of any of the terms set forth herein.

IX. EFFECTIVE DATE

This agreement shall become effective on the date on which it is approved and signed by the Commissioner of the South Carolina Human Affairs Commission.

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IN WITNESS WHEREOF, the parties have subscribed their names hereto on the day and date indicated.

[Redacted]	6-21-21
[Redacted], Complainant	(Date)
[Redacted]	6-17-21
[Redacted], Respondent	(Date)
[Redacted]	6-17-21
[Redacted], Respondent	(Date)
[Redacted]	6-17-21
[Redacted], Respondent	(Date)
[Redacted]	6-17-21
[Redacted], Respondent	(Date)
[Redacted]	6/21/2021
[Redacted], Conciliator	(Date)

Approved on Behalf of the Commission

Janie A. Davis
Janie A. Davis, Commissioner

June 24, 2021

(Date)