

STATE OF SOUTH CAROLINA )

HUMAN AFFAIRS COMMISSION

FILE NO.: H-1-20-19

South Carolina Human Affairs )  
Commission, )  
Complainant, )

vs. )

SETTLEMENT AGREEMENT

Housing Authority of the City of )  
Darlington, [REDACTED] )  
Individually and as Housing )  
Manager, and [REDACTED] )  
Individually and as Executive )  
Director, )

Respondents. )

**WAIVER, RELEASE AND SETTLEMENT AGREEMENT**

This Waiver, Release and Settlement Agreement ("Agreement") is made and entered into by and among the South Carolina Human Affairs Commission ("SCHAC" or "Complainant") and the Aggrieved Party, [REDACTED] ([REDACTED]), on the one hand, and Housing Authority for the City of Darlington, ("HACD"), [REDACTED] ([REDACTED]), and [REDACTED] ([REDACTED]), (collectively, "Respondents"), on the other hand.

**WITNESSETH:**

WHEREAS, [REDACTED] rented an apartment unit at [REDACTED], Darlington, South Carolina 29577 owned by Respondent, HACD;

WHEREAS, [REDACTED] dual-filed a fair housing discrimination complaint with the SCHAC under the South Carolina Fair Housing Law and with the United States Department of Housing and Urban Development under corresponding federal laws, SHAC Charge No. H-1-20-19/HUD 4-20-1038-8 (the "Charge"), alleging the Respondents discriminated against her as a result of an alleged disability in that, through actions and conduct, Respondents failed to provide [REDACTED] a reasonable accommodation in violation of Fair Housing Laws;

WHEREAS, based on its investigation, the Commission ordered a hearing be held; and

WHEREAS, the Respondents deny a violation of the protections guaranteed by the South Carolina Fair Housing Law but wish to resolve this matter without further administrative process; and

WHEREAS, SCHAC, [REDACTED] and Respondents have resolved the claims brought against them by SCHAC in the Order for Hearing; and

WHEREAS, SCHAC, [REDACTED] and Respondents wish to dispose of all claims which [REDACTED] or SCHAC may have against Respondents and Respondents wish to dispose of all claims which Respondents may have against SCHAC or [REDACTED]; and

WHEREAS, SCHAC, [REDACTED] and Respondents agree and understand the contents of this Agreement will be made publicly available pursuant to the requirements of the Fair Housing Law.

NOW THEREFORE, for and in consideration of the good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged Complainant and Respondents agree as follows:

1. ~~As consideration of the mutual releases given herein, and upon the execution and return of this Agreement by [REDACTED], the South Carolina Human Affairs Commission and the Respondents, Respondents will pay to [REDACTED] the total of Seven Thousand dollars (\$7000.00), to be paid by check in the name of [REDACTED]; and~~
2. Respondent, Housing Authority of the City of Darlington, further agrees to pay an administrative penalty to South Carolina Human Affairs Commission in the amount of \$500; and
3. Respondent, Housing Authority of the City of Darlington, further agree that they will, within Three (3) months of the execution of this Agreement, have their onsite team and staff that interacts with applicants, leaseholders and the general public attend training that will be provided by SCHAC regarding the duties and obligations under the Fair Housing Law or receive alternative third-party training approved by SCHAC regarding the duties and obligations under the Fair Housing Law; and
4. Respondents further agree that they will comply with all aspects of the Fair Housing Law, Fair Housing Act, and Americans with Disabilities Act of 1990, as amended; and
5. Respondents will not use a policy that restricts any particular breed of an animal to determine whether to allow tenants the use of an Emotional Support Animal.
6. In consideration of the payments, training, compliance and policy modification in paragraphs 1, 2, 3, 4 and 5 herein, [REDACTED] on her behalf, and on the behalf of her dependents, heirs, executors, administrators, assigns, and successors, and each of them, and South Carolina Human Affairs Commission on its behalf and on behalf of its members, directors, officers, attorneys, employees, agents, insurers, and other representatives, hereby covenant not to sue and forever fully release, acquit, and forever discharge, Respondents, their attorneys, employees, agents, insurers, parent, subsidiaries, and affiliates and other representatives, and their heirs, executors, administrators, and assigns from any and all claims,

demands, actions, causes of actions, suits, damages, losses, expenses, and attorney's fees related to the matters involved herein including, without limitation, any and all claims for any damages sustained by [REDACTED] and SCHAC.

7. The Respondents will send to SCHAC the previously agreed upon amounts in two separate checks, for SCHAC and [REDACTED], to SCHAC by March 12, 2021.
8. **Dismissal of the Action with Prejudice.** SCHAC, [REDACTED] and Respondents agree that all claims in the referenced Action shall be dismissed with prejudice. Simultaneously with the execution of this Agreement, SCHAC, [REDACTED] and Respondents, shall execute the Stipulation of Dismissal with Prejudice attached hereto. The Stipulation of Dismissal with Prejudice shall be filed by counsel for SCHAC upon issuance of the payment referenced in Paragraph 1 above.
9. **No Admission of Liability.** The payment described herein is not to be construed as an admission of any liability or violation of any federal, state or local statute or regulation, or of any duty owed by any of the parties. The Respondents deny and continue to deny any and all liability. Likewise, this Agreement shall not constitute a precedent for the resolution of any other claim, dispute or lawsuit. As stated above, the payments made herein are payments in consideration of the above releases, the dismissal of the Action and to avoid further dispute.
10. The provisions of this Receipt and Release are contractual and not merely a recital and may be used in any action or proceeding instituted or undertaken by the undersigned and/or her or their heirs, successors or assigns. This Agreement will be governed under the laws of the State of South Carolina.
11. This Agreement may be executed in any number of counterparts each of which, taken together, shall constitute one Agreement. A copy of a signature will be as binding as an original.
12. The provisions of this Agreement may only be amended, modified, or waived with the prior written consent of the parties hereto.
13. For any party for whom English is not their first language, such party agrees that they can understand written English sufficiently well enough for them to understand all terms set forth herein. All parties covenant and agree that they have read and fully understand the significance of terms set forth herein and have executed this Agreement fully and voluntarily.
14. **Voluntary Execution.** Aggrieved Party's counsel, [REDACTED] and Aggrieved Party, [REDACTED] intending to be legally bound, applies their signatures voluntarily and with full understanding of the contents of this Agreement and after having had ample time to review and study this Agreement.

3-23-2021  
Date

[Redacted Signature]  
[Redacted Name], Aggrieved Party

2/26/21  
Date

[Redacted Signature]  
South Carolina Human Affairs Commission  
By: [Redacted]  
Its: Attorney

2/26/21  
Date

[Redacted Signature] Esq.  
Haynsworth Sinder Boyd, P.A.  
Attorney for the Respondents:  
Housing Authority of the City of Darlington  
[Redacted]

3-30-2021  
Date

Janie A. Davis  
South Carolina Human Affairs Commission  
By: Janie A. Davis  
Its: Commissioner