

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

BEFORE THE SOUTH CAROLINA
HUMAN AFFAIRS COMMISSION

SHAC No. H-4-21-006
HUD No. 04-21-5319-8

[REDACTED]
[REDACTED]

CONCILIATION AGREEMENT

Complainant,

vs

[REDACTED], Buyer Agent
262 Eastgate Drive #10
Aiken, SC 29803

[REDACTED], Buyer Agent
262 Eastgate Drive #10
Aiken, SC 29803

[REDACTED],
c/o [REDACTED] Attorneys at Law, Registered Agents
262 Eastgate Drive #10
Aiken, SC 29803

Respondent

This compromise Conciliation Agreement is entered into by and between the South Carolina Human Affairs Commission (hereinafter "Commission"), on behalf of [REDACTED] and [REDACTED] (hereinafter "Complainant"), versus [REDACTED] (hereinafter "Respondent")

WHEREAS, a verified complaint was filed on February 5, 2021 by Complainant against Respondent alleging a violation of the South Carolina Fair Housing Law and dual-filed with the United States Department of Housing and Urban Development (HUD) under the Federal Fair Housing Act, as amended

The property is located at 215 Preston Cr., North Augusta, SC 29860.

I. CASE SYNOPSIS

The Complainants alleged that the Respondents subjected them to discriminatory terms and conditions, intimidation, and denied housing by refusing to negotiate

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sale. According to the Complainants, when they attempted to secure a contract with [REDACTED] the Respondents engaged in an active effort to dissuade them from securing the contract. Complainant [REDACTED] said he believes they were deemed as likely to secure the contract to fruition and because the price of the homes were jumping 10,000 to 14,000 in the area at the time of his purchase, [REDACTED] were doing everything in their power to make them quit the contract. The Complainants said the house was only about 50% completed and they were looking the price at a lower level. The December 30, 2020 walkthrough revealed a dangerous erosion problem on the side of the property next to the house that dumped tons of sand and debris at the foundation. The Complainants said the house was a disaster and when they demanded that the issue be fixed, as the Respondent had done to other homes with a retaining wall and French drain, the Respondent refused. The Complainants said they locked the price at \$294,900 and the day after they terminated the contract, the Respondents listed it at \$310,900 and refused to return the deposits. The Complainant believes the Respondents discriminated against them because of disability.

Respondent denies having discriminated against Complainant, but agrees 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

- A. The terms set forth herein are contractual and not merely a receipt.
- 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-4-21-0067/HUD Case # 04-21-5319-8 through the effective date of this agreement. The Commission and the Charging Party 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 and all others in active concert with them in the ownership or operation of [215 Preston Ct., North Augusta, SC 29860].
- 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(s) and Respondent(s) have complied with the terms of the Agreement.

III. PROVISIONS FOR THE PUBLIC INTEREST

In order to assure that the public interest is protected, Respondent, without admitting to any violation of the South Carolina Fair Housing Law or Federal Fair Housing Act, agrees 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. Respondent agrees to comply with all Federal and State Housing Laws.
- B. Respondent agrees to consistently apply its standards for acceptance and rejection of housing applicants in an objective manner.
- C. Respondent agrees to allow any qualified person the right to purchase, rent, or occupy a dwelling regardless of race, color, religion, sex, handicap, familial status, or national origin.
- D. Within fifteen (15) days of the effective date of this Agreement, Respondent agrees to display and maintain English and Spanish Fair Housing posters, form SHAC (3-92), in the main rental and/or purchase area.

IV. RELIEF FOR COMPLAINANT

- A. Respondent agrees to reimburse the Complainant the fees paid for construction deposit in the amount of \$2,000.00.
- B. Respondent agrees 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 Respondent and Respondent's employees, agents, successors, insurers, 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 bringing suit to enforce this Agreement in the event that the Respondent 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

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this conciliation agreement. The Commission shall determine whether the Respondent has complied with the terms of this agreement. In the event that the Commission determines that the Respondent has not complied with the terms hereof, the Commission shall send written notice to the Respondent and the Respondent shall be given a reasonable time period to remedy such non-compliance.

B. Complainant and Respondent 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 Division
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. 114-21-006
HUD No. 04-21-5319-8

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.

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

[REDACTED SIGNATURE]

4/21/2021
(Date)

4/21/2021
(Date)

4/15/21
(Date)

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[Handwritten signature]
(Date)

[Handwritten signature]
(Date)

[Handwritten signature]
(Date)

Approved on Behalf of the Commission

Jane A. Davis
Jane A. Davis, Commission

4/26/21