

Conciliation Agreement

[REDACTED] v Conrex Property Management, LLC, et al.

September 14, 2020

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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 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.
- B. By signing this Agreement both Complainants and Respondents state that they have had the opportunity to seek legal counsel regarding the effects of this Agreement.
- C. This conciliation agreement fully and completely resolves all issues arising out of SHAC Case # H-2-20-024 / HUD Case # 04-20-1919-8 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 the Commissioner of South Carolina Human Affairs Commission (SCHAC) has approved it, is binding upon all Respondents, their employees, successors, and all others in active concert with them in the ownership or operation of Conrex Property Management, LLC.
- 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 Complainants and Respondents have complied with the terms of the Agreement.
- H. By entering into this Agreement, Respondents do not admit, but expressly deny, that they have violated any state or federal housing law and they are entering into this Agreement solely for the purpose of resolving this dispute on an amicable basis and buying their peace.

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, if any, and the prevention of their occurrence in the future, including, but not limited to the following:

- A. Respondents agrees to comply with all federal and state housing laws.
- B. Respondents agrees to apply consistently 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, disability, familial status, or national origin.
- D. Respondent Conrex Property Management, LLC agrees to have employees attend Fair Housing training provided by the South Carolina Human Affairs Commission within six months from the date of the executed agreement. Respondents are responsible for scheduling training with Commission in the appropriate period in order to remain in compliance with this Agreement.
- E. Respondents shall update their application policy, subject to the review and approval of the Commission, to reflect inclusion of consideration of a past history of the applicant(s) in breaching other lease agreements. Respondents agree to provide a copy of the updated policy to the Commission within thirty (30) calendar days from the execution of this agreement and to cooperate with Commission employees in good faith regarding potential updates prior to implementation of the policy.
- F. Complainant and Respondent agree that the Commission shall monitor compliance with the terms and conditions specified in this Agreement. As part of such monitoring, the Commission may inspect Respondents' pertinent records and practices and interview witnesses associated with the future compliance events described in this agreement. Respondent agrees to provide their full cooperation in any monitoring review undertaken by the Commission to ensure compliance with this Agreement.

IV. RELIEF FOR COMPLAINANT

- A. Respondent Conrex Property Management, LLC agrees to reimburse Complainants the sum total of Ninety dollars [\$90]. Payment shall be in the form of a certified, cashier's, or business check made payable to ██████████. Respondent will deliver the check to the Complainants via U.S. Certified mail or other service with tracking capacity within thirty (30) calendar days of this executed Agreement. Respondents will send the check to Complainants at 100 Hartwood Circle, Columbia, SC 29212.

To show compliance with Section IV subparagraph B, Respondents will provide a photocopy of said check and the delivery tracking information to the Commission within ten (10) calendar days of mailing the check to Complainants. Respondents should send the compliance documents to the address specified in Section VII of this Agreement.

- 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

Upon compliance with the terms of Paragraph IV through herein, Complainants agree to release and forever discharge Respondents and Respondents' employees, officers, directors, agents, successors, insurers, and assigns from any and all claims which have been raised or could have been raised on account of the matters described 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 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 this conciliation agreement. The Commission shall determine whether Respondent has complied with the terms of this agreement. In the event that the Commission determines that Respondent has not complied with the terms hereof, the Commission shall send written notice to Respondent and Respondent shall be given a reasonable time period to remedy such non-compliance.
- B. Complainants and Respondents 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: ██████████
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-2-20-024
HUD No. 04-20-1919-8

VIII. COMMISSION REVIEW

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.

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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.

X. ENTIRE AGREEMENT

This Agreement represents the sum of the understandings and agreements between the parties concerning the subject matter herein, supersedes any prior oral or written agreements between the parties concerning the subject matter herein, and is intended by the parties as the final, complete, and exclusive statement of the terms agreed to by them.

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

[Redacted] _____ 9/23/2020
Complainant (Date)

[Redacted] _____ 9/23/2020
Complainant (Date)

Conrex Property Management, LLC, Respondent _____ (Date)
Representative

[Redacted] _____ (Date)
Complainant

[Redacted] _____ 9/24/2020
Conciliator (Date)

Approved on Behalf of the Commission

Janie A. Davis _____ 9-29-20
Janie A. Davis, Commissioner (Date)

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

_____ Complainant (Date)

_____ Complainant (Date)

_____ 9/21/2020
Conrex Property Management, LLC, Respondent (Date)
Representative

_____ 9/15/2020
Complainant (Date)

_____ Conciliator (Date)

Approved on Behalf of the Commission

Janie A. Davis, Commissioner (Date)