

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

) BEFORE THE SOUTH CAROLINA  
) HUMAN AFFAIRS COMMISSION  
)

  
7360 Stall Road, Apt. A7  
North Charleston, SC 29406

) SHAC No. H-2-18-024  
) HUD No. 04-18-2636-8  
)

Complainant,


CONCILIATION AGREEMENT

vs.

Driftwood Equities, LLC  
c/o Vcorp Services, LLC, Registered Agent  
2 Office Park Court, Ste. 103  
Columbia, SC 29223


Strategic Management Partners, LLC  
c/o C. T. Corporation System, Registered Agent  
2 Office Park Court, Ste. 103  
Columbia, SC 29223




Respondent.

This compromise Conciliation Agreement is entered into by and between the South Carolina Human Affairs Commission (hereinafter "Commission"), on behalf of  (hereinafter "Complainant"), versus Driftwood Equities, LLC (hereinafter "Respondent").

WHEREAS, a verified complaint was filed on May 5, 2018 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.

**I. CASE SYNOPSIS**

Complainant  identifies herself as Hispanic with her ancestry of origin being from Mexico. The Complainant belongs to a class of person(s) whom the Fair Housing Act (the "Act") protects from unlawful discrimination because of national origin. The subject property is located at 7360 Stall Road, Apt. A7, North Charleston, (Charleston County), South Carolina 29406. The Respondents are Strategic Management Partners, LLC, the management company; and the Driftwood Equities LLC, the owner.

The Complainant alleges that the Respondent subjects her to discriminatory terms and conditions and harasses her. The Complainant stated that the property manager  verbally abuses her, curses her, and makes derogatory statements about her national origin. The Complainant said that  called her a "Mexican Pig" and told to go back to her country. The Complainant said  cursed her out along with her Mexican neighbors and told them "this was not Mexico and to take the filth back to Mexico and that this is America." The Complainant said that she reported a leaking problem in February 2018, and the leak has not been fixed yet. The Complainant believes the reason the Respondent has failed to fix the leak

and treats her so badly because of her national origin.

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 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-2-18-024/HUD Case # 04-18-2636-8 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 [Driftwood Equities, LLC and Strategic Management Partners, LLC.
- E. The Parties agree that, except as expressly permitted herein, no party to this Agreement or any person acting for or on their behalf, including their respective attorneys, shall directly or indirectly reveal to any person any of the terms or conditions of this Agreement, or any fact or evidence which supports or relates in any way to the actions of the Parties hereto, release any publicity or make any public statement with respect thereto, (other than, as the context permits, attorneys, accountants, necessary collection agencies and other professional representatives of the Parties and any other persons or entities as required by statute) except as may be required by a court of competent jurisdiction. The Parties agree that any breach of this confidentiality provision will necessarily cause irreparable damage to the non-breaching party and that the non-breaching party shall be entitled to injunctive relief. Notwithstanding the foregoing, any party may state, reveal or communicate, in substance "The matter has been resolved."
- F. The Parties agree that, except as expressly permitted herein, no party to this Agreement or any person acting for or on their behalf shall make, utter, or communicate, whether directly or indirectly, any critical, negative, derogatory, or disparaging remarks regarding any other party to this Agreement, whether true or untrue, and whether or not presented as an opinion or statement of fact, including but not limited to comments about the services or amenities of

Lessor on any online apartment rating websites as a result of the Issue or on any social media outlets, including but not limited to Facebook, Twitter, or Instagram.

- G. 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.
- H. 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. Respondent and Respondent's employees agree to attend Fair Housing training within six months of the date of the executed agreement, provided by a third party of the Respondent's choice. Respondent must provide certificates of completion for all employees along with an outline or copy of the training documents, to the Commission as stated in Section VIII of this Agreement, within 30 days of the training completion.
- E. 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 (8-92), in the main rental and/or purchase area.

### IV. RELIEF FOR COMPLAINANT

- A. Respondent agrees to issue the Complainant a one-time rent credit of \$2,200 which is equal to two (2) month's rent.
- 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 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 SCHAC and HUD case numbers, which are as follows:

SHAC No. H-2-18-024  
HUD No. 04-18-2636-8

#### **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.

Conciliation Agreement

[Redacted] v Driftwood Equities, LLC

August 20, 2018

Page 5 of 5

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

[Redacted] \_\_\_\_\_ 10/11/18  
(Date)

[Redacted] \_\_\_\_\_ 09/21/2018  
Driftwood Equities, LLC, Respondent Representative (Date)

[Redacted] \_\_\_\_\_ 09/21/2018  
Strategic Management Partners, LLC, Respondent Representative (Date)

[Redacted] \_\_\_\_\_ 10/15/18  
(Date)

Approved on Behalf of the Commission

 \_\_\_\_\_ 10/18/18  
Raymond Buxton II, Commissioner (Date)