

Conciliation Agreement

vs. Rachel du Bois, LaCole Gadson, HHHunt Corporation, Ashton at McKewn
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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

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 Complainant and Respondent 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 SCHAC Case #[H-1-17-023]/HUD Case #[04-17-7634-8] 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 Abberly Crossing Apartment Homes.
- E. This Agreement does not in any way limit or restricts 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.
- F. This Conciliation Agreement constitutes closure of the complaint at HUD and South Carolina Human Affairs Commission upon a determination that 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

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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.
- 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.

IV. RELIEF FOR COMPLAINANT

- A. The respondent agrees within thirty days of the signing of this document, they will provide the complainant in writing its policy on appropriate noise levels and what normal hours of activity it deems acceptable for a family in a dwelling
- B. Respondent agrees to allow complainants to remain in their dwelling;
 - 1. Notwithstanding the above, this Agreement does not release the Respondents or Complainants from the remainder of their respective and existing obligations to each other pursuant to the Lease, and complainant shall remain liable for any damages to the dwelling that exceed normal wear and tear, if any.
- C. Respondent agrees that nine o clock p.m. (9:00 .pm.) is the official hour quiet time begins.
- D. 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. TRAINING/COMPLIANCE CHECKS

- A. Upon execution of this Conciliation agreement and compliance with terms outlined in Paragraph IV above, South Carolina Human Affairs Commission agrees that no additional training, follow-up or compliance checks are required or will occur as a result of and/or relating to this matter.

VII. 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

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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. 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.

VIII. CONFIDENTIALITY

A. South Carolina Human Affairs Commission, Complainant and Respondents agree that, except as expressly permitted herein, no party to this Conciliation 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."

B. South Carolina Human Affairs Commission and Complainant agree not to publish or release the opinion, findings or any details of this matter or any information relating to this matter to the public.

IX. 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. H-1-17-023
HUD No. 04-17-7634-8

X. 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 Signature]

July 1st, 2017
(Date)

[Redacted Signature]

July 14, 2017
(Date)

HHHunt Corporation
Ashton at McKewn Plantation

[Redacted Signature]

July 14, 2017
(Date)

Approved on Behalf of the Commission

Raymond Buxton II
Raymond Buxton II, Commissioner

7/21/17
(Date)