

STATE OF SOUTH CAROLINA  
YORK COUNTY

[REDACTED]

Complainant,

vs.

[REDACTED] Director of Development  
Evolve Companies  
2918 Martinsville Road  
Greensboro, North Carolina 27408

Evolve Management  
c/o Evolve at Tega Cay, Registered Agent  
810 Eden Avenue  
Fort Mill, South Carolina 29708

Respondent.

) BEFORE THE SOUTH CAROLINA  
) HUMAN AFFAIRS COMMISSION

) SHAC No. H-1-19-015  
) HUD No. 04-19-5881-8

**CONCILIATION AGREEMENT**

This compromise Conciliation Agreement (hereinafter "Agreement") is entered into by and between the South Carolina Human Affairs Commission (hereinafter "Commission"), on behalf of [REDACTED] (hereinafter "Complainant"), versus [REDACTED] Director of Development Evolve Companies and Evolve Management (hereinafter "Respondents.")

WHEREAS, a verified complaint was filed on February 19, 2019 by Complainant against Respondents 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 (hereinafter "Complaint").

**I. CASE SYNOPSIS**

The complainant alleged that the respondent refused to accommodate her reasonable accommodation request by allowing her to be released from her current lease so that she can care for her disabled brother. The complainant alleged that the respondent denied her request for a three-bedroom apartment which would have given her adequate space to provide for her brother.

Respondents expressly deny having discriminated against Complainant and further deny each of Complainant's allegations. Further, Respondents expressly deny any and all wrongdoing and liability. Nevertheless Respondents agree to settle any and all claims by entering into this 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 Agreement fully and completely resolves all issues arising out of SHAC Case #[H-1-19-015]/HUD Case # [04-19-5881-8] 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 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.
- 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 complaints involving Respondents made pursuant to the Fair Housing Law, or any other law within SCHAC's jurisdiction.
- G. This 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.
- H. Respondents are entering into this Agreement for economic reasons only and specifically deny the truth of any alleged facts, any characterizations of alleged conduct, or any conclusion set forth in the Complaint in this matter. The parties agree and understand that the execution of this Agreement shall not constitute or be construed as an admission of any liability to, or the validity of any claim whatsoever by Claimant. Respondent specifically disclaim any liability to, and the validity of every claim asserted or which may be asserted by Claimant.

## III. PROVISIONS FOR THE PUBLIC INTEREST

In order to assure that the public interest is protected, Respondents, 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. Respondents will continue to comply with all federal and state housing laws.
- B. Respondents will continue to consistently apply its standards for acceptance and rejection of housing.
- C. Respondents will continue 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. Respondents agree to Fair Housing Training within six months of the execution of this document.

#### **IV. RELIEF FOR COMPLAINANT**

- A. Respondent agrees to allow the complainant to be released from her lease immediately upon the execution of this agreement.
- B. Respondent agrees to not retaliate against the complainant

#### **V. RELEASE BY COMPLAINANT**

- A. Upon compliance with the terms of Paragraph IV herein, Complainant hereby releases and forever discharges Respondents and their owners, parent and subsidiary companies, shareholders, members, agents, representatives, employees, directors, officers, insurers, attorneys, successors, parent and subsidiary companies and assigns from any and all claims, actions, damages, attorney's fees, costs and expenses which may arise out of or is related to the matters asserted in her Complaint.

#### **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 either party 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 Agreement. The Commission shall determine whether Respondents have complied with the terms of this agreement. In the event that the Commission determines that Respondents have not complied with the terms hereof, the Commission shall send written notice to Respondents and Respondents shall be given a reasonable time period to remedy such non-compliance.
- B. Complainant 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: ██████████

Conciliation Agreement

vs. Evolve Companies, et al

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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-1-19-015  
HUD No. 04-19-5881-8

**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 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]

03/11/2019  
(Date)

[Redacted Signature]

3/8/2019  
(Date)

Respondent Representative for  
Evolve Management Group  
Evolve Companies

[Redacted Signature]

3-11-2019  
(Date)

Raymond Buxton II  
Raymond Buxton II, Commissioner

3/13/19  
(Date)