

Respondents deny having discriminated against Complainant but agree 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 SHAC Case # H-1-22-002 / HUD Case # 04-21-7473-8 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 Columbia Gardens Apartments, 4000 Plowden Road, Columbia, SC 29205.
- 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 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 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. Respondents will revise and maintain a transfer log in order to keep written and/or electronic comprehensive records of all transfer requests in a uniform and nondiscriminatory manner within 30 days of the execution of this agreement. These records shall include resident name, reason for request, type of unit requested, and the date transferred once completed. These records will be kept for at least two years from the end of the tenant's residency at the property, or as required by applicable program rules and laws.
- E. Respondent and Respondent's employees agree to 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.
- 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. Respondents agree to transfer Complainant to 4000 Plowden Road, unit 33A, Columbia, SC 29205 with no charges of transfer fees or other fees related to the transfer request. Complainant shall take possession of unit 33A on or before October 8, 2021.
- 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 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. 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.

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 Parties may also submit proof of compliance with the terms of the Agreement to [REDACTED] via email sent to [REDACTED]

The submitter of any documentation should include the SHAC and HUD case numbers, which are as follows:

SHAC No. H-1-22-002
HUD No. 04-21-7473-8

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.

Conciliation Agreement

November 9, 2021
Page 5 of 5

[Redacted] 11/15/2021
Complainant (Date)

[Redacted] 11/17/2021
Respondent (Date)

[Redacted] 11/17/2021
Respondent (Date)

[Redacted] 11/17/2021
Respondent (Date)

[Redacted] 11/18/2021
Conciliator (Date)

Approved on Behalf of the Commission

Janie A. Davis
Janie A. Davis, Commissioner

11/29/2021
(Date)