

**STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT**

[Redacted]

Complainant,

vs.

[Redacted]

Box M, Bldg 1, 45 Folly Field road
Hilton Head, SC 29928

[Redacted]

291 E Bay Street
Charleston, SC

Respondents.

) **BEFORE THE SOUTH CAROLINA
) HUMAN AFFAIRS COMMISSION**

) SHAC No. H-1-22-001
) HUD No. 04-21-7475-8

) **CONCILIATION AGREEMENT**

This compromise Conciliation Agreement is entered by and between the South Carolina Human Affairs Commission (hereinafter "Commission"), on behalf of [Redacted] (hereinafter "Complainant"), versus [Redacted] and [Redacted] (hereinafter "Respondents").

WHEREAS, a verified complaint was filed on July 13, 2021, 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.

The name of the property is [Redacted]. The property is located at 45 Folly Field Road, Hilton Head, SC 29928.

I. CASE SYNOPSIS

The Complainant alleged that the Respondents subjected him to discriminatory terms and conditions, refused to negotiate rental, and denied his request for reasonable accommodations. According to the Complainant, he purchased the subject property in October 2020. The Complainant states that he is disabled and requested a handicapped parking space on or about April 1, 2021, to accommodate his disability. The Complainant said he spoke with Al Paul and explained to him that he is disabled and has a handicap placard. The Complainant said Al Paul rejected his request and stated that they were in compliance and did not need to get him a parking space. The Complainant indicated that he informed the Respondent that what he is doing is breaking the law and he acted as if he was above the law. The Complainant believes the Respondent discriminated against him because of his disability and his need for reasonable accommodation.

Respondents deny having discriminated against Complainant but agree to settle the claims in the

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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 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-1-22-001 / HUD Case # 04-21-7475-8 through the effective date of this agreement. The Commission and the Complainant 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 [45 Folly Field Road, Hilton Head, SC 29928].
- 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 the Complainant and Respondents have complied with the terms of the Agreement.

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, agree 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 agree to comply with all federal and state housing laws.
- B. Respondents agree to consistently apply its standards for acceptance and rejection of housing applicants in an objective manner.
- C. Respondents agree 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' employees, who interact with applicants, and tenants, shall complete Fair Housing training, provided by the South Carolina Human Affairs Commission or a qualified agency of Respondents' choosing, within six months from the date of the signed agreement. Respondents shall provide certificates/proof of training to the Commission within six months from the date of the signed agreement.
- E. Respondents agree to establish rules, regulations, policies, and/or procedures for granting reasonable accommodations/modifications.
- F. Respondents agree to review ADA Regulations and DOJ's ADA Regulations on accessible parking and make corrections at the subject property if necessary.

IV. RELIEF FOR COMPLAINANT

- A. Respondents agree to grant Complainant's reasonable accommodation request by creating and assigning to Complainant one accessible parking space to be located on the shortest accessible route of travel to the entrance of Complainant's unit within 30-days of the execution of the conciliation agreement.
- B. Respondents will ensure a sign with the international symbol of accessibility is placed in front of the parking space and is mounted at least five feet above the ground and contain the Complainant's name and/or unit number within 30-days of the execution of the conciliation agreement.
- C. 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

- A. Upon compliance with the terms of Paragraph IV through herein, Complainant agrees to release and forever discharge Respondents and Respondents' employees, members, officers, agents, successors, insurers, parent companies, affiliated entities, and assigns from any and all claims which may be raised on account of the matters raised herein.

VI. BREACH OF CONCILIATED TERMS

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- A. Nothing in this Agreement shall be construed to preclude the Commission and/or any aggrieved individual(s) from suing to enforce this Agreement if Respondents 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 Respondents has complied with the terms of this agreement. In the event that the Commission determines that Respondents has 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(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 Department
 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-1-22-001
 HUD No. 04-21-7475-8

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.

[Redacted Signature] Complainant _____ (Date)

[Redacted Signature] Respondent _____ (Date)

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A. Nothing in this Agreement shall be construed to preclude the Commission and/or any aggrieved individual(s) from trying to enforce this Agreement. If Respondent(s) 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 consent agreement. The Commission shall determine whether Respondent(s) has complied with the terms of this agreement. In the event that the Commission determines the Respondent has not complied with the terms hereof, the Commission shall send written notice to Respondent(s) and Respondent(s) 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 alleges 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 Department
Attention: [Redacted]
1026 Sumner 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-1-22-001
HUD No. 04-21-7475-8

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 Regulation R. 65-213, G., the Commission may, from time to time, review compliance with this Consent 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 signed and filed by the Commission 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]
Complainant

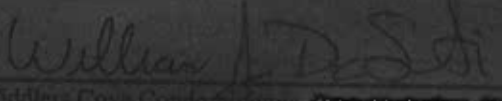

10-7-2021
[Redacted Signature]
Respondent

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Fiddlers Cove Condominiums Representative, Respondent

Carlos Diaz, Conciliator

11/1/2021

(Date)

11/2/2021

(Date)

Approved on Behalf of the Commission

Janie A. Davis

11/08/2021

Janie A. Davis, Commissioner

(Date)