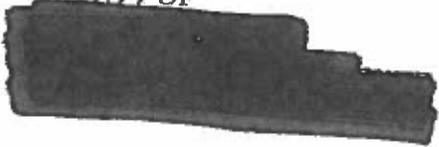


STATE OF SOUTH CAROLINA  
COUNTY OF



Complainant,

vs.

Pamilla Apartments, Inc., et al  
1385 Ashley River Rd  
Charleston, SC 29407

Hampstead - St. Andrews Garden Partners, LP  
1350 Columbia Street, Ste 602  
San Diego, CA 22101

Edgewood Management Corporation, et al  
9711 Washingtonian Blvd., Suite 200  
Gaithersburg, MD 20878

Jerome Singleton, Senior Manager  
%: Pamilla Apartments, Inc.  
1385 Ashley River Road  
Charleston, SC 29407

Tiffany Brown, Assistant Manager  
%: Pamilla Apartments, Inc.  
1385 Ashley River Road  
Charleston, SC 29407

Respondents.

BEFORE THE SOUTH CAROLINA  
HUMAN AFFAIRS COMMISSION

HUD NO.: 04-16-4242-8  
SCHAC NO.: II-4-15-015

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 Pamilla Apartments, Inc., (Registered Agent) (hereinafter "Respondant"), Hampstead-St. Andrews Garden Partners, L.P., (hereinafter "Respondent Hampstead-St. Andrews Garden Partners"), Edgewood Management Corporation, Jerome Singleton, (Senior Manager) and Tiffany Brown, (Assistant Manager) (hereinafter collectively referred to as "Respondents").

WHEREAS, a verified complaint was filed on December 18, 2015; by the Complainant against the Respondent's alleging a violation of the South Carolina Fair Housing Law, as amended.

[REDACTED] (Registered Agent); Hampstead-St. Andrews Garden Partners, L.P.; Edgewood Management Corporation; Singleton, Jerome, (Senior Manager); and Brown, Tiffany, (Assistant Manager)

Page 2 of 6

WHEREAS, the case synopsis based on the investigation of the Commission is as follows:

### I. CASE SYNOPSIS

Complainant [REDACTED] identifies herself as Indian national from India. The Complainant is a person whom the Fair Housing Act (the "Act") protects from unlawful discrimination because of race. The Complainant resides at [REDACTED]. The alleged Respondents in this matter are identified as Pamilla Apartments, Inc., Hampstead-St. Andrews Garden Partners, L.P., Edgewood Management Corporation, Jerome Singleton, Senior Manager, and Tiffany Brown, Assistant Manager.

The Complainant alleges that the Respondents denied her availability to other non-leaking apartment units that she requested after the apartment she resided in was determined to be susceptible to water leakage during inclement weather episodes.

The Complainant alleged that after a small rain, she would experience leaking in her closet, which allegedly ruined her personal belongings. The Complainant alleged she notified the leasing office on or about September 14, 2015 about her and followed up on September 16th and 17th. The Complainant alleged that the Respondent finally told her on September 17, 2015 that she would move her to 29C or 27B. The Complainant alleged after she saw the condition of Units 29C and 27B, she requested to be moved to Unit 30B or 31A and the Respondent told her that those Units were not available. The Complainant alleged that the Respondents lied about the units not being available and put African Americans in these Units. The Complainant alleged that the Respondents refused to negotiate with her and told her if she did not take either 29C or 27B, she would be given an eviction notice. The Complainant alleged that she was subjected to disparate terms and conditions because she became aware of two African American tenants that did not have as much damage as she did but the Respondent relocated them before she was relocated. The Complainant alleged that the African American tenants were placed ahead of her in the first building she requested. The Complainant alleged that maintenance requests made by African American tenants were responded to more quickly by the Respondents than her requests for assistance. The Complainant alleged that when she was finally moved, the Respondents moved her to Unit 30A, which was an incomplete and unsanitary apartment.

The Complainant alleged the Respondents harassed her and threatened to evict her if she did accept either apartment unit 29C or 27B. The Complainant alleged the Respondents refused to give her a second key needed for Unit 30A for her adolescent child. The Complainant alleged the Respondents would not respond to her telephone calls but would respond to calls from an African American neighbor who resided above her apartment. The Complainant alleged the Respondents never completed the necessary repairs on Unit 30A. The Complainant alleged that since September 29, 2015 she has not consistently had hot or cold water for a five (5) day period.

The Respondents deny the allegations occurred as reported by the Complainant in this matter. Furthermore, the Respondents asserted that it has consistently applied its standards and policies for maintenance and apartment transfers in a fair and objective manner at Pamilla Apartments, Inc.

[REDACTED] (Registered Agent); Hampstead-St. Andrews Garden Partners, L.P.; Edgewood Management Corporation; Singleton, Jerome, (Senior Manager); and Brown, Tiffany, (Assistant Manager)

Page 3 of 6

WHEREAS, the Complainant believes Respondents are discriminating against her based on race in violation of the Act.

WHEREAS, the Respondents deny that they discriminated against the Complainant based upon her race in violation of the Act.

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 to this agreement 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 SCHAC Case No.: H-4-15-015 and HUD Case No.: 04-16-4242-8 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 Pamilla Apartments, Inc., Hampstead-St. Andrews Garden Partners, L.P., Edgewood Management Corporation, Jerome Singleton, (Senior Manager), and Tiffany Brown, (Assistant Manager).
- 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 the SCHAC's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Law, or any other law within the SCHAC's jurisdiction.

[REDACTED] (Registered Agent); Hampstead-St. Andrews Garden Partners, L.P.; Edgewood Management Corporation; Singleton, Jerome, (Senior Manager); and Brown, Tiffany, (Assistant Manager)

Page 4 of 6

- G. This Conciliation Agreement constitutes closure of the complaint at the 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, 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 agree to comply with all Federal and State Housing Laws.
- B. Respondents agree to consistently apply their own standards for acceptance and rejection of tenant transfer and maintenance requests in the Pamilla Apartment, Inc. community in an objective manner.

### IV. RELIEF FOR COMPLAINANT

- A. Respondents Pamilla Apartments, Inc., Hampstead-St. Andrews Garden Partners, L.P., Edgewood Management Corporation, Jerome Singleton, (Senior Manager), and Tiffany Brown, (Assistant Manager), hereby agrees to provide the Complainant with a one-time monetary settlement in the amount of \$2,200.00 within fourteen (14) business days of the date agreement is fully executed.
- B. Respondents agree that there shall be no discrimination or retaliation of any kind against the 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 the execution of the Agreement, Complainant, on behalf of his heirs, successors, predecessors, affiliates, co-owners, and all other persons claiming interest herein, hereby agrees to release and forever discharge Respondents and Respondents' employees, agents, successors, insurers, directors, officers, committee members, attorneys, and assigns from any and all claims, actions, causes of action, obligations, costs, demands and compensation whatsoever, whether known or unknown, which arise out of any of the matters set forth herein.
- B. Upon the execution of the conditions of the Agreement, the Respondents understand that any and all external agreement or contract entered into between the Complainant and Respondents, as noted under Subparagraph A of this agreement, does not in part or whole limit or restrict the SCHAC's statutory authority to investigate per Part II, Subparagraph F of this Agreement.

[REDACTED] (Registered Agent); Hampstead-St. Andrews Garden Partners, L.P.; Edgewood Management Corporation; Singleton, Jerome, (Senior Manager); and Brown, Tiffany, (Assistant Manager)

Page 5 of 6

## 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 Respondant 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 the Respondents have complied with the terms of this Agreement. In the event that the Commission determines that the Respondents have not complied with the terms hereof, the Commission shall send written notice to the Respondents and the 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, but not any other proceeding against the Respondents.

## 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: Fair Housing Director  
1026 Sumter Street, Suite 101  
Columbia, SC 29201

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

SCHAC Case No.: H-4-15-015 and HUD Case No.: 04-16-4242-8

## 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.

[Redacted] (Registered Agent); Hampstead-St. Andrews Garden Partners, L.P.; Edgewood Management Corporation; Singleton, Jerome, (Senior Manager); and Brown, Tiffany, (Assistant Manager)

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] \_\_\_\_\_ 4/18/16  
(Date)

Valerie Hamilton \_\_\_\_\_ 4/11/16  
Valerie Hamilton on behalf Edgewood Management Corp. and all Respondents (Date)

[Redacted] \_\_\_\_\_ 04-18-2016  
(Date)

Approved on Behalf of the Commission

Raymond Buxton II \_\_\_\_\_ 4-26-16  
Raymond Buxton II, Commissioner (Date)