

STATE OF SOUTH CAROLINA
COUNTY OF

[REDACTED]

Complainant,

vs.

S.C. Apartments, L.L.C.
(d.b.a.: Foothill Garden Apartments)
%: Blair Barton, Property Manager
208 Windwood Drive
Pickens, SC 29671

Rhonda Galloway, Registered Agent
%: S.C. Apartments, L.L.C., et al
(d.b.a.: Foothill Garden Apartments)
208 Windwood Drive
Pickens, SC 29671

Respondents.

) BEFORE THE SOUTH CAROLINA
) HUMAN AFFAIRS COMMISSION
)

) HUD NO.: 04-15-0792-8
) SCHAC NO.: II-2-15-016
)

CONCILIATION AGREEMENT

This compromise Conciliation Agreement is entered into by and between the South Carolina Human Affairs Commission (hereinafter "Commission"), on behalf of [REDACTED] hereinafter "Complainant"), versus S.C. Apartments, LLC, d.b.a. Foothill Garden Apartments, (Owner) and Rhonda Galloway (Registered Agent) et al (hereinafter "Respondents").

WHEREAS, a verified complaint was filed on June 26, 2015; by the Complainant against the Respondent's alleging a violation of the South Carolina Fair Housing Law, as amended.

I. CASE SYNOPSIS

Complainant [REDACTED] identifies himself as a person with a visible disability, who at present resides at a property located at [REDACTED]. The property is owned by Respondent SC Apartments, LLC and managed by Respondent Blair Barton.

According to the complainant, during September 2013, he submitted written communication to Respondent Rhonda Galloway requesting a reasonable accommodation to have an Emotional Support Animal at his apartment. The Complainant stated that he also included correspondence from his primary

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care physician which spoke to how and ESA would increase the quality of the Complainants life. The Complainant alleges that in response to his request, the Respondent subsequently caused him to pay a \$200.00 pet fee deposit and an additional \$20.00 monthly fee inclusive with his rent. The Complainant alleged that during subsequent discussions with Respondent Galloway regarding his request, she refused to waive his pet fees. The Complainant alleges that on or about May 14, 2015, he also discussed this matter with associate property manager, Respondent Nicole Kozanski. The Complainant alleged Respondent Kozanski confirmed his physicians note remained on file with the rental office and that he would have to continue paying additional monthly pet fees. The Complainant believes the Respondents collectively discriminated against her by failing to respond to his request for a reasonable accommodation 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 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-2-15-016 and HUD Case No.: 04-15-0792-8 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 S.C. Apartments, L.L.C., et al.
- 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 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.
- G. This Conciliation Agreement constitutes closure of the complaint at the South Carolina Human

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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, 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 consistently apply 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, handicap, familial status, or national origin.

IV. RELIEF FOR COMPLAINANT

A. Respondent's S.C. Apartments, LLC, et al, Rhonda Galloway (Registered Agent) and Nicole Kozanski agree to pay \$620.00 in a lump sum payment to the Complainant [REDACTED]. The above referenced lump sum amount is for reimbursement of the combined pet security deposit and pets fees paid by the Complainant to S.C. Apartments, LLC between September 2013 – July 2015.

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 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 the 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 the Respondent has complied with the terms of this agreement. In the event that the Commission determines that the Respondent has not complied with the terms hereof, the Commission shall send written notice to the Respondent and the Respondent shall be given a reasonable time period to remedy such non-

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compliance.

- B. Complainant and Respondent 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: 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 are follows:

SCHAC Case No.: H-2-15-016 and HUD Case No.: 04-15-0792-8

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.

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IN WITNESS WHEREOF, the parties have subscribed their names hereto on the day and date indicated.

 _____ 10-15-15
(Date)


Blair Barton (Property Manager) on behalf of S.C. Apartments, L.L.C., Respondent 10/17/15
(Date)

 _____ 10-15-15
(Date)

Approved on Behalf of the Commission

Raymond Buxton II, Commissioner 11-30-15
(Date)