

STATE OF SOUTH CAROLINA  
COUNTY OF YORK

[REDACTED]

Complainant,

vs.

[REDACTED] Property Manager  
Gross Builders  
1001 Wylie Springs Circle  
Clover, SC 29710

[REDACTED] Regional Manager  
Gross Builders, Mgmt. Co.  
1001 Wylie Springs Circle  
Clover, SC 29710

[REDACTED]  
c/o C.T. Corporation System, Registered  
Agent  
2 Office Park Court, Ste. 103  
Columbia, SC 29223

Respondant.

BEFORE THE SOUTH CAROLINA  
HUMAN AFFAIRS COMMISSION

SHAC No. H-4-17-002  
HUD No. 04-18-9844-8

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 [REDACTED], et. al (hereinafter "Respondent").

WHEREAS, a verified complaint was filed on October 03, 2017 by Complainant against Respondent 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.

I. CASE SYNOPSIS

Complainant's charge and complaint against Respondent alleges:

Complainant [REDACTED] identifies herself as African American. The Complainant belongs to a class of person(s) whom the Fair Housing Act (the "Act") protects from unlawful

**Conciliation Agreement**

May 25, 2018

Page 2 of 6

discrimination because of race. The subject property is located at 1055 Wylie Springs Circle, Clover, (York County), SC 29710.

The Complainant alleges that the Respondents subjected her to disparate terms and conditions and refused to renew her lease because of late payments on June 30, 2017. The Complainant believes the reason given by both [REDACTED] and [REDACTED] is a pretext. The Complainant contends that the reason the Respondent refused to renew her lease was because of her race.

Respondent denies the allegations in Complainant's charge and complaint, and denies having discriminated against Complainant, based on her race or any other protected characteristic.

Without admitting fault or liability, the parties agree to fully and completely, and with prejudice, resolve 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**

- A. The terms set forth herein are contractual and not merely a recital.
- B. The parties acknowledge that this Conciliation Agreement is a full and complete 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 Conciliation Agreement.
- C. This Conciliation Agreement fully and completely resolves all issues arising out of SHAC Case #H-4-17-002/HUD Case #04-18-9844-8 through the effective date of this Conciliation 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 Conciliation Agreement, after it has been approved by the Commissioner of South Carolina Human Affairs Commission (SCHAC) is binding upon Complainant and all Respondents, their employees, successors and all others in active concert with them in the ownership or operation of [REDACTED], LLC, 1055 Wylie Springs Circle, Clover, SC 29710].

**Conciliation Agreement**

May 25, 2018  
Page 3 of 6

- 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 Conciliation Agreement by the Commissioner of SCHAC, it is a public document.
- F. This Conciliation 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 dismissal with prejudice and closure of the complaint at HUD and South Carolina Human Affairs Commission upon a determination that the Complainant(s) and Respondent(s) have complied with the terms of the Conciliation 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 prevention 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.
- D. Respondent's employees who are currently assigned to work onsite at [REDACTED] LLC, 1055 Wylie Springs Circle, Clover, SC 29710 agree to attend Fair Housing training provided by the South Carolina Human Affairs Commission within six months from the date of the signed Conciliation Agreement. The training will take place at [REDACTED] LLC, 1055 Wylie Springs Circle, Clover, SC 29710, and will be scheduled at a mutually convenient agreed-upon date and time. There is no charge or fee to Respondent related to the fair housing training.
- E. Within fifteen (15) days of the effective date of this Conciliation Agreement, Respondent agrees to display and maintain English and Spanish Fair Housing posters, form SHAC (8-92), in the main rental and/or purchase area at Revere at Lake Wylie, LLC, 1055 Wylie Springs Circle, Clover, SC 29710.

**IV. RELIEF FOR COMPLAINANT**

**Conciliation Agreement**

May 25, 2018

Page 4 of 6

Although Respondent denies the allegations set forth in the charge, in order to resolve this matter efficiently, Respondent agrees as follows:

- A. Respondent agrees to pay the complainant damages in the amount of \$3,000 after Complainant executes the Conciliation Agreement.
- B. Respondent agrees to release the complainant's open balance in the amount of \$3,013.75 after Complainant executes the Conciliation Agreement. The balance is comprised of damage charges from smoking (lease violation/non-smoking building), pet damages, unpaid rent, and unpaid water bills. If claimant agrees to this offer, Respondent would not pursue any collections activity for this open balance going forward.
- C. 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.
- D. Complainant agrees and affirms that she shall have fifteen (15) days from the date she executes this Conciliation Agreement to retrieve and remove her belongings from [REDACTED] LLC, 1055 Wylie Springs Circle, Clover, SC 29710. Should Complainant not retrieve and remove her belongings within this timeframe, Respondent understands and agrees that she fully and completely waives any claims to such belongings, and agrees that Respondent is free to dispose of such belongings as it sees fit (without any further notice to Complainant), and that Complainant waives any right, with prejudice, with regard to recovery related to Respondent's disposal of such belongings. This Agreement may be relied upon for the immediate dismissal of any such action subsequently brought by Complainant as to Respondent in connection with the disposition of such belongings.
- E. Taxes: Complainant acknowledges full responsibility for the taxes, if any, that she may owe due to receipt of the payments made hereunder, and further acknowledges that Respondent has offered no opinion or representation on the taxability of such payments or any tax-related matter at all.

**V. RELEASE BY COMPLAINANT**

- A. Upon compliance with the terms of Paragraph IV through herein, Complainant agrees to release and forever discharge, with prejudice, Respondent (including [REDACTED] and [REDACTED] LLC) and Respondent's employees, agents, successors, owners, officers, managers, affiliates, contractors, attorneys, insurers, and assigns from any and all claims which were or which could have been raised on account of the matters raised herein.

**VI. BREACH OF CONCILIATED TERMS**

Conciliation Agreement

May 25, 2018

Page 5 of 6

A. Nothing in this Conciliation Agreement shall be construed to preclude the Commission and/or any aggrieved individual(s) from bringing suit to enforce this Conciliation 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 Conciliation 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 counsel for the respondent, and the Respondent shall be given a reasonable time period to remedy such non-compliance.

B. Complainant and Respondent agree that this Conciliation Agreement may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Conciliation Agreement.

#### VII. REPORTING & RECORDKEEPING

Parties shall submit proof of compliance with the terms of this Conciliation Agreement to:

South Carolina Human Affairs Commission  
Fair Housing Division  
Attention: [REDACTED]  
1026 Sumter Street, Suite 101  
Columbia, SC 29201

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

SHAC No. H-4-17-002  
HUD No.04-18-9844-8

#### 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 Conciliation Agreement shall become effective on the date on which it is approved and signed by the Commissioner of the South Carolina Human Affairs Commission.

Conollition Agreement

May 25, 2018  
Page 6 of 6

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

[Redacted] \_\_\_\_\_ 6-7-2018  
(Date)

[Redacted] \_\_\_\_\_ 6/4/18  
(Date)

[Redacted] \_\_\_\_\_ June 7, 2018  
(Date)

[Redacted] \_\_\_\_\_ 6/7/18  
(Date)

[Redacted] \_\_\_\_\_ 6/6/18  
(Date)

Approved on Behalf of the Commission

Raymond Buxton II  
Raymond Buxton II, Commissioner \_\_\_\_\_ 6/10/18  
(Date)