

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

[REDACTED]

Complainant,

vs.

InterMark Management Corporation and  
on behalf of its employees and York  
Investment Properties, LLC  
c/o [REDACTED] registered agent  
808 Lady Street, Ste. B  
Columbia, SC 29201

Respondent.

BEFORE THE SOUTH CAROLINA  
HUMAN AFFAIRS COMMISSION

SHAC No. H-4-17-030  
HUD No. 04-18-0721-8

**SETTLEMENT AGREEMENT**

This compromise Settlement Agreement is entered into by and between the South Carolina Human Affairs Commission (hereinafter "Commission"), on behalf of [REDACTED] (hereinafter "Complainant"), versus Intermark Management Corporation, its employees, and York Investment Properties, (hereinafter "Respondent").

WHEREAS, a verified complaint was filed on December 15, 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 and WHEREAS the Respondent denies the allegations of the Complaint:

**I. CASE SYNOPSIS**

The Complainant alleged that the Respondent subjected him to disparate terms and conditions and refused to negotiate rental. The Complainant said that the Respondent's agent and employee refused to rent him a one bedroom apartment (approx. 740 sq. ft.) because he has an infant. The Complainant said he tried to explain the HUD guidelines to Respondent's employee, but the employee advised that company occupancy policy required that if three people were to reside in one apartment, said apartment must contain two bedrooms.

Respondent denies having discriminated against Complainant, but agrees to settle the claims in the underlying action by entering into this Settlement Agreement.

WHEREAS, the Commission, the Complainant and the Respondent 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 Settlement Agreement freely and voluntarily. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement. This Settlement Agreement is not, and shall not be construed as, any admission by the Respondent of any violation of the South Carolina Fair Housing Law or Federal Fair Housing Act or of any discrimination against the Complainant.
- 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 Settlement Agreement fully and completely resolves all issues arising out of SHAC Case #H-4-17-030/HUD Case #04-18-0721-8 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 other 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 Settlement Agreement. The Complainant agrees to execute a release in favor of the Respondent and its employees, agents, and the property owner. Counsel for the Respondent shall draft said release.
- D. This Agreement, after it has been approved by the Commissioner of South Carolina Human Affairs Commission (SCHAC), is binding upon the Respondent, its employees, successors and all others in active concert with it in the operation of Fox Hunt Farms, 355 Amistead Avenue, Fort Mill, SC 29708.
- 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 the Commission, it is a public document. However, the Respondent and Complainant agree to not disclose the document.

- F. This Agreement does not in any way limit or restrict the Commission's authority to investigate any other complaint involving Respondent made pursuant to the Fair Housing Law, or any other law within the Commission's jurisdiction.
- G. This Settlement 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 potential 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, disability, familial status, or national origin.
- D. Within fifteen (15) days of the effective signed Agreement, Respondent agrees to pay an Administrative Penalty in the amount of Three Thousand Five Hundred (\$3,500.00) Dollars to the Commission. Payment will be in the form of a cashier's check payable to The South Carolina Human Affairs Commission.
- E. The Respondent has amended its policies to remove any possible discriminatory policies and or practices related to occupancy standards and has updated their policies and future leases to reflect these amended policies as they pertain to occupancy standards. The Respondent agrees to provide the Commission with a copy of these amended occupancy standard policies within 15 days from the date of the filing of this agreement. The Commission has 30 days from the date it receives the amended occupancy standard policies to make recommended updates to said amended policies. If the Commission makes said recommendations, Respondent agrees to cooperate with the Commission and shall make recommended updates to the amended occupancy standard policies within six months of the date of its receipt of the Commission's recommended updates and shall submit updated occupancy

standard policies to the Commission for final approval within that six month time period.

- F. Within thirty (15) days of the effective date of this 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 Fox Hunt Farms.
- G. Respondent agrees that Respondent's employees who work on site at Fox Hunt Farms and are involved in leasing or management activities at Fox Hunt Farms shall attend Fair Housing training provided by the Commission at a cost of \$100.00 per employee in attendance at training. Training will take place at a time and location to be mutually agreed upon by the parties within six (6) months from the date of the signed agreement. Payment will be in the form of a cashier's check payable to The South Carolina Human Affairs Commission.
- H. For a period of six (6) months from the signed Agreement, the Commission may review compliance with the Agreement by examining witnesses and copying pertinent records. Monitoring this Agreement may also include, but is not limited to, conducting fair housing tests by the Commission or other entity. Respondent agrees to provide full cooperation in any monitoring review undertaken by the Commission to ensure compliance with the Agreement.

#### IV. RELIEF FOR COMPLAINANT

- A. Respondent agrees to tender the amount of Three Thousand Five Hundred (\$3,500) Dollars to the complainant. Payment will be in the form of a cashier's check payable to [REDACTED] and mailed to the Commission, Attention: Sarah Gable, 1026 Sumter Street, Suite 101, Columbia, SC 29201; within fifteen (15) days of the effective date of this Agreement. The Commission shall hold the settlement proceeds in trust until the Complainant executes a settlement release in favor of the owner of the property, as well as Respondent, Respondent's employees, agents, successors, insurers, and assigns.
- 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 the owner of the property and Respondent, 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 SETTLED 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 or if the Complainant fails to execute a release. Neither does it preclude the Commission from filing charges in the future concerning events occurring after the execution of this Settlement 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 submitter of any documentation should include the SHAC and HUD case numbers, which are as follows:

SHAC No. H-4-17-030  
HUD No. 04-18-0721-8

## 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 Settlement 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

Settlement Agreement

[Redacted] v. Intermark Management Corporation

June 1, 2018

Page 6 of 6

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

[Redacted] \_\_\_\_\_ 6/15/18  
Representative for InterMark Management Corporation and its Employees and York  
Investment Properties, LLC, Respondent (Date)

[Redacted] \_\_\_\_\_ 6/1/18  
attorney for South Carolina Human Affairs Commission (Date)

Approved on Behalf of the Commission

*Raymond Buxton II*  
Raymond Buxton II, Commissioner \_\_\_\_\_ 6/1/18  
(Date)