

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG



Complainant,
VS

JDC Management, LLC
474 Wando Park Blvd, STE 102
Charleston, South Carolina 29464

Reverend Park Apartments, LLC
474 Wando Park Blvd, STE 102
Charleston, South Carolina 29464

Respondent

BEFORE THE SOUTH CAROLINA
HUMAN AFFAIRS COMMISSION

SHAC No. H-14-16-007
HUD No. 04-17-5614-S

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 South Carolina Regional Housing Authority # 3 and [REDACTED]

WHEREAS, a verified complaint was filed on March 8, 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

The Complainant alleges the respondent refused to rent an apartment to him on June 28, 2016. The Complainant alleges he was told by the property manager's daughter that his application had been approved. The Complainant alleges that the property manager later told him that she was not going to rent to him because he did not have a job nor sufficient income and she was going to throw his application in the trash. The Complainant alleges that when he returned to the office to pick up his denial letter he observed heard the property manager tell two females that their applications had been approved. The complainant alleged that he believes the respondent did not desire to rent to him because he is a male with a Section 8 voucher.

Respondent denies having discriminated against Complainant, but agrees to settle 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 fair, 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 Conciliation Agreement freely and voluntarily. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
- 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 conciliation agreement fully and completely resolves all issues arising out of SHAC Case #[H-1-17-020]/HUD Case #[04-17-7421-8] 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 Fox Creek Mobile Home Park.
- 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 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.

- 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. Respondent agrees to fair housing training to be conducted by the South Carolina Human Affairs Commission or qualified Fair Housing instructor within six months of the executed conciliation agreement. The training is to include all employees who interact with potential housing applicants.

IV. RELIEF FOR COMPLAINANT

- A. Respondent agrees to pay the respondent \$1,750.00 (one thousand seven hundred and fifty dollars) within 14 days of the signing of the agreement.
- 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 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 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 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

Conciliation Agreement

[Redacted] s. JDC Management, LLC, Regent Park Apartments, Daisy, Mecklenburg

June 12, 2017

Page 4 of 5

The parties hereto, [Redacted] and [Redacted] shall include the SHAC and HUD case numbers and file as follows:

SHAC No. H-6-16-006

HUD Case No. 16-006

VIII. PROVISIONS APPLICABLE

A. Subject to the provisions of Section 4 of the Fair Housing Act, as amended, 42 U. S. C. Section 3604, and in accordance with the provisions of State Regulations R. 68-225.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 its terms of conciliation.

IX. EFFECTIVE DATE

This agreement shall become effective on the day on which it is approved and signed 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] _____ 6/14/17
(Date)

[Redacted] _____ 6-20-17
(Date)

[Redacted] _____
(Date)

Approved on Behalf of the Commission

Raymond Buxton II
Raymond Buxton II, Commissioner

6/28/17
(Date)

Consulting Agreement

[REDACTED] vs. IDC Management, LLC, Regent Park Apartments, Daisy Machuca

June 12, 2017

Page 5 of 5