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STATE OF INDIANA
CIVIL RIGHTS COMMISSION

DOCKET NO. HOha08090547
HUD NO. 05-08-1793-8

SEVASMIA PANAGIOTIDES,
Complainant,

FILE DATED

v.

AUG 28 2009

CARLOS GALLEGOS,
Respondent.

Indiana State Civil Rights Commission

CONSENT AGREEMENT

This Agreement between Complainant, Sevasmia Panagiotides (hereinafter called "Complainant") and Respondent, Carlos Gallegos (hereinafter called "Respondent"), is hereby entered into in full settlement of the complaint filed by Complainant with the Indiana Civil Rights Commission (hereinafter called "the Commission") as Docket No. HOha08090547, and charge filed with the U.S. Department of Housing and Urban Development (hereinafter called "HUD") as Charge No. 05-08-1793-8, charging Respondent with unlawful discrimination on the basis of disability in real estate.

The parties agree to and do settle the above matter as follows:

1. Complainant and Respondent shall forego their right to a Public Hearing before the Commission and trial in the United States Federal Court system on the issues raised by Complainant's above-referenced complaint and charge. The parties agree to waive their right to a formal determination by the Commission on matters which were or might have been alleged as charges settled by this Agreement.
2. Complainant hereby waives any and all claims to remedies except as herein provided and covenants not to sue Respondent with respect to the matters, actions

or circumstances which gave rise to the above-referenced complaint and charge, subject to performance by Respondent of the promises and representations contained herein.

3. Complainant and Respondent agree that the Commission may review compliance with this Agreement.

4. The parties acknowledge that execution of this Agreement does not constitute any admission on the part of Respondent that he has violated any law or committed any wrongful acts, nor does it constitute any less belief in the correctness of the Complaint filed by Complainant. Such execution only represents the parties' desire to settle and conciliate this matter without the necessity and burdens of a Public Hearing.

5. Respondent agrees that there will be no discrimination or retaliation of any kind against Complainant because of the filing of this complaint with the Commission and charge with HUD.

6. Respondent agrees to pay Complainant and to deliver to the Commission, as escrow agent, a payroll check in the amount of \$2,500.00, payable to Complainant only, such amount representing full settlement of any and all damages at issue in relation to the above-referenced complaint and charge. Respondent agrees to submit said check on or before July 22, 2009.

7. Respondent represents that it is and shall be the continuing policy of Carlos Gallegos to provide fair housing opportunities to all of his current and prospective tenants, and to honor all requests made for reasonable accommodations and modifications of premises by his disabled tenants.

8. Complainant and Respondent agree that Carol Miano, Director of Senior Services for the Town of Merrillville, shall provide the names of three (3) prospective

contractors for purposes of inspecting, repairing and/or replacing Complainant's air conditioning and heating units. Complainant and Respondent agree that they will each strike one (1) name from the list, with the remaining contractor performing the service as recommended. Complainant shall have the first strike and Respondent shall pay all costs associated with this service.

9. Complainant agrees to withdraw her Complaint against Respondent pending before the Commission, and any other complaint, charge, grievance, or action of law regarding the issues herein resolved, which she may have filed under Title VIII of the Civil Rights Act of 1968, as amended, or filed with HUD. Complainant agrees that this Agreement, when fully executed, shall constitute her request and motion for withdrawal of any such complaint, charge, grievance, or action to any such tribunal or agency.

COMPLAINANT:

Sevasmia Panagiotides
Signature of Complainant

SEVASMIA PANAGIOTIDES
Type or print name of Complainant

STATE OF Indiana
COUNTY OF Laake) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Sevasmia Panagiotides and acknowledged the execution of the foregoing Consent Agreement, this 18th day of July, 2009

Kathleen D. Pettit
Signature of Notary Public

Kathleen D. Pettit
Type or print name of Notary Public

County of Residence:

Laake

My Commission Expires:

2/5/2010

RESPONDENT:

By: Carlos Gallegos

For: CARLOS GALLEGOS

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, personally appeared GARLOS GALLEGOS, the Respondent of Schererville, IN and acknowledged the execution of the foregoing Consent Agreement, this 2nd day of July, 20 09.

Barbara A. Delcorio

Signature of Notary Public

BARBARA A. DELCORIO

Type or print name of Notary Public

County of Residence:

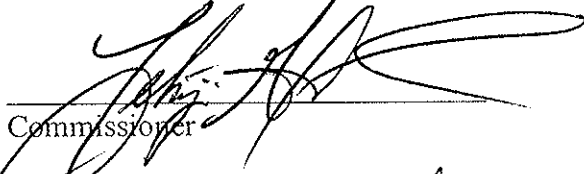
Cook

My Commission Expires:

12-13-2010



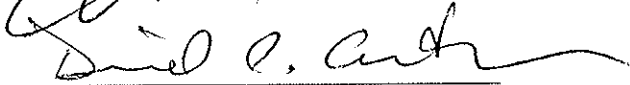
The foregoing Consent Agreement has been signed and entered as record before the Indiana Civil Rights Commission, this 28th day of August, 2009.




Commissioner



Commissioner



Commissioner



Commissioner

To be served upon the following parties and attorneys:

Sevasmia Panagiotides
2004 W. 61st Avenue
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Merrillville, IN 46410

Carlos Gallegos
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