

STATE OF INDIANA
CIVIL RIGHTS COMMISSION

FILE DATED

AUG 25 2006

Indiana State Civil Rights Commission

**Amanda Gonzalez and
Jose Gonzalez,**
Complainants

Docket No. Hono05100546
HUD No. 05-06-0079-8

vs.

**Jack Pollard and Eunice Pollard
d.b.a. Pollard Court,**
Respondents

CONSENT AGREEMENT

A) The following consent agreement is by and between the following parties:

Amanda and Jose Gonzalez
2043 Crown Plaza Blvd.
Plainfield, IN 46168

And

Jack and Eunice Pollard
d.b.a. Pollard Court
267 E. Washington St.
Mooresville, IN 46158

- B) The terms of this consent agreement apply to the Respondents, their employees, directors, officers, agents, assigns and administrators.
- C) The Complainants and the Respondents, on their own behalf, agree to the following:

A complaint having been filed under ICRC Docket Number Hono05100546 and HUD Number 05-06-0079-8, pursuant to the Indiana Fair Housing Act and the federal Fair Housing Act, the matter having been settled between the parties hereto, it is agreed that a settlement be entered into under the following terms and conditions.

GENERAL PROVISIONS

1. It is understood that this agreement *does not* constitute an admission by the Respondents of any violation of the Indiana Fair Housing Act or the federal Fair Housing Act.
2. The Complainants hereby waive, release and covenant not to sue the Respondents with respect to those matters giving rise to the present charges filed with the Indiana Civil Rights Commission (ICRC) or the Department of Housing and Urban Development (HUD), subject to performance by the Respondents of the promises and representations contained herein.
3. The Respondents agree that he/she shall refrain from committing any act of discrimination against any person in the terms, conditions, or services in any real estate-related transactions on the basis of race, color, religion, sex, disability, familial status and national origin.
4. The Respondents agree to refrain from interfering with any person in the exercise or enjoyment of the right to rent, purchase or sell a dwelling or commercial real estate in any manner that might result in, or be interpreted as an act of discrimination on the basis of race, color, religion, sex, disability, familial status and national origin.
5. The Respondents agree to accept and process the rental applications of all persons in a reasonable and prompt manner, without regard to race, color, religion, sex, disability, familial status or national origin.
6. The Respondents agree and understand that ICRC on request of either Complainant or on its own motion, may review compliance with this Agreement. As a part of such review, the ICRC may require written reports concerning compliance, may inspect the premises, examine witnesses, and examine and copy pertinent records of the Respondents at any time for two (2) years following the date of this agreement.
7. The Respondents agree not to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Fair Housing Act. The Complainants, having been advised prior to execution of this agreement, is aware that the Indiana Fair Housing Act and the federal Fair Housing Act protect the right to file a complaint of discrimination.
8. For the purpose of this Agreement, the ICRC shall determine whether the Respondents have complied with the terms of this Agreement. Whenever ICRC has reasonable cause to believe that the Respondents have breached the Agreement, it may file a civil action under 910 IAC 1-3-4 and/or IC 22-9-1-6(p) for the enforcement of the terms of the Agreement.

9. Advertisement - Respondent agrees that any and all housing advertisements placed by them will contain the following phrase "Equal Housing Opportunity" conspicuously located within the ad. Respondent agrees to conspicuously post the HUD supplied "Equal Housing Opportunity" poster in Respondent's place of business.
10. Nothing in this agreement shall prevent the ICRC or any other agency from pursuing a complaint (outside of the scope of the events giving rise to the complaint as issue), timely filed by either Complainant or any other person who believes he or she has been discriminated against by any and all Respondents.
11. All parties agree to keep the terms and conditions of this settlement agreement in complete confidence and further agree not to disclose or discuss anything revealed during the mediation conference with any person who is not a party to this agreement.

RELIEF FOR THE COMPLAINANT

12. The Respondents, Jack and Eunice Pollard, agree to pay Complainants, Amanda and Jose Gonzalez, the sum of nine hundred and fifteen dollars (\$915.00). Payment shall be made by check payable to Amanda and Jose Gonzalez, within thirty (30) days of the date of this agreement. Respondent shall furnish a copy of this check to the Indiana Civil Rights Commission as proof of compliance with this agreement. The parties further agree that neither will initiate nor pursue an action under any forum with regard to the actions, events, occurrences, or transaction giving rise to this complaint, or any allegations arising therefrom.
13. It is understood that the parties enter into this Agreement freely and voluntarily, and that no party has been coerced, forced, intimidated or threatened in any way to become a party to this Agreement. Complainants hereby acknowledge satisfaction with the terms and provisions of this Agreement as satisfaction of the complaint.

WITHDRAWAL OF COMPLAINT

14. Complainants agree that the above referenced complaint and any complaints filed with any other anti-discrimination agency that involve the events, transactions or occurrences giving rise to the complaint, are administratively closed.

EXECUTION

15. The parties and counsel agree that in the interest of speedily concluding this matter, the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one documentary page.

SIGNATURES

COMPLAINANTS

Amanda Gonzalez
Signed (Amanda Gonzalez)

July 1, 2006
Dated

Jose G.
Signed (Jose Gonzalez)

July 1, 2006
Dated

2043 Crown Plaza Blvd. Plainfield 317-839-5597
Current Address and Phone Number of Complainants

NOTARIZED

STATE OF INDIANA)
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Amanda Gonzalez AND Jose Gonzalez, and acknowledged the execution of the foregoing Consent Agreement this 1 day of 7 2006.

Ted Zielinski
Signature of Notary



TED ZIELINSKI, NOTARY PUBLIC
County of Residence: Marion
Commission Expires: 06/29/2013
Commission Number: 341890

County of Residence:
Marion

My Commission Expires:
6/29/13

RESPONDENTS

Jack Pollard
Signed (Jack Pollard)

7-17-06
Dated

Eunice Pollard
Signed (Eunice Pollard)

7/17/06
Dated

267 E. WASHINGTON ST
P.O. BOX 723 - MOORESVILLE, IN 46158
Current Address and Phone Number of Respondents 317 / 831-3146

NOTARIZED

STATE OF INDIANA)
COUNTY OF Morgan)

Before me, a Notary Public in and for said County and State, personally appeared Jack AND Eunice and acknowledged the execution of the foregoing Consent Agreement this 17th day of July 2006.

Jennifer Palmer
Signature of Notary Public

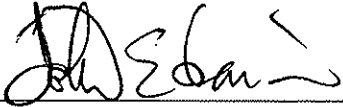
Jennifer Palmer
Type or print name of Notary Public

County of Residence:
Morgan

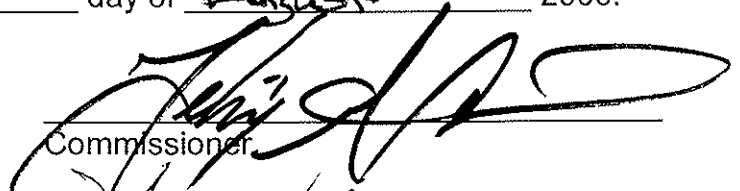
My Commission Expires on:
8-23-06

Approved on behalf of the Indiana Civil Rights Commission:

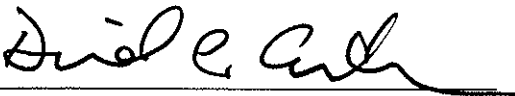
The foregoing Consent Agreement has been signed and entered as record before the Indiana Civil Rights Commission this 25th day of August 2006.



Commissioner



Commissioner



Commissioner



Commissioner