



UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

REDACTED
(Complainant)

and

Ahmad Sharif-Yazdi
Anwar Malik
(Respondents)

Approved by the FHEO Regional Director on behalf of the
United States Department of Housing and Urban Development

HUD CASE NAME: **REDACTED** v. *Sharif-Yazdi / Malik*
HUD CASE NUMBER: 09-22-7271-8

HUD Dates Filed: October 18, 2021

Effective Date of Agreement:
Expiration Date of Agreement:

A. PARTIES AND SUBJECT PROPERTY

Complainant

REDACTED
REDACTED

North Las Vegas, NV 89031

Respondents

Ahmad Sharif-Yazdi
5580 W. Flamingo Road, Suite 108
Las Vegas, NV 89103

Anwar Malik
REDACTED
Pikeville, KY 41501

Subject Property

6331 Blue Twilight Court
Las Vegas, NV 89108

B. STATEMENT OF FACTS

A complaint was filed on October 18, 2021, with the United States Department of Housing and Urban Development (“the Department”) alleging that the Complainant was injured by Respondents’ discriminatory acts. Complainant alleged that Respondents violated subsections 804(f)(1), 804(f)(2), and 804(f)(3)(B) of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Act of 1988 (“the Act”) because of her disability. Respondents deny having discriminated against Complainant but agree to settle the complaint by entering into this Conciliation Agreement.

C. TERM OF AGREEMENT

1. This Conciliation Agreement (“Agreement”) shall govern the conduct of the parties to it for a period of one (1) year from the effective date of the Agreement.

D. EFFECTIVE DATE

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the Department, through the Office of Fair Housing and Equal Opportunity (“FHEO”) Regional Director, or his designee.
3. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director, San Francisco Region, or his designee.

E. GENERAL PROVISIONS

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
5. It is understood that Respondents deny any violation of law and this Agreement does not constitute an admission by Respondents or evidence of a determination by the Department of any violation of the Act or any other law.
6. Respondents acknowledge that they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement and a statutory violation of the Act.
7. This Agreement, after it has been approved by the FHEO Regional Director, or his designee, is binding upon Respondents, their employees, heirs, successors and assigns.
8. It is understood that pursuant to subsection 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or his designee, it is a public document.
9. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondents made pursuant to the Act, or any other complaint within the Department's jurisdiction.
10. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director, or his designee.
11. The parties agree that the execution of this Agreement may be accomplished by separate executions of consent to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.
12. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondents, their heirs, executors, successors, assigns, agents, officers, board members, employees, or attorneys with regard to any and all claims, damages, or injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 09-22-7271-8, or which could have been filed in any action or suit arising from said subject matter.
13. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainant, their heirs, executors, successors, assigns, agents, officers, board members, employees, or attorneys with regard to any and all claims, damages, or injuries of

whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 09-22-7271-8, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

14. Respondent Anwar Malik agrees to pay Complainant the sum total of six thousand, five hundred dollars (\$6,500.00) within fifteen (15) days of the effective date of this Agreement. Said payment will be in the form of a certified or business check made payable to "**REDACTED**" and mailed to Complainant via first class mail delivery with tracking capability to: **REDACTED** North Las Vegas, NV 89031. Respondents will provide a photocopy of said check and delivery tracking information to the Department within thirty (30) days of the effective date of this Agreement to the address specified in paragraph I 19 of this Agreement.

G. RELIEF IN THE PUBLIC INTEREST

15. Respondents agree to complete the following actions within ninety (90) days of the effective date of this Agreement:
 - a) Read and comply with the "Joint Statement on Reasonable Accommodation," issued by HUD and the Department of Justice. The Joint Statement on Reasonable Accommodations can be found at:
https://www.justice.gov/sites/default/files/crt/legacy/2010/12/14/joint_statement_ra.pdf.
 - b) Read and comply with the "Assessing a Person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act" Memorandum", issued by HUD. The memorandum can be found at:
<https://www.hud.gov/sites/dfiles/PA/documents/HUDAsstAnimalNC1-28-2020.pdf>.
16. Respondents agree to have Ahmad Sharif-Yazdi and Anwar Malik attend and complete the next Fair Housing Training class to be conducted by the Department at its Region IX office. This training is scheduled as follows:

Date: Tuesday, January 25, 2022
Time: 10:00 a.m. to 2:00 p.m.
Location: Microsoft TEAMS (Online)

To show compliance with this paragraph, Respondents agree to submit all required staff members' email address before the training and further agree that all staff members who attend the training will complete and return a form with codes provided during the Fair Housing training class, which will serve as their certificate of completion provided by the Department.
17. Respondents agree to comply with all the provisions of the Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988. Respondents acknowledge that the Fair Housing Act makes it unlawful to discriminate on the basis of race, color, national origin, religion, sex, familial status, or disability, and further makes it unlawful

to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford people with disabilities an equal opportunity to use and enjoy a dwelling.

H. MONITORING

18. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, the Department may review compliance with this Agreement. As part of such review, the Department may inspect Respondents' property, examine witnesses, and copy pertinent records of Respondents. Respondents agree to provide their full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

19. All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity (FHEO)
ATTENTION: Ana Gutierrez
ana.l.gutierrez@hud.gov

J. CONSEQUENCES OF BREACH

20. Whenever the Department has reasonable cause to believe that Respondents have breached this Agreement, the matter shall be referred to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to subsections 810(c) and 814(b)(2) of the Act.

COMPLAINANT'S SIGNATURE

This signature attests to the approval and acceptance of this Conciliation Agreement.

REDACTED

Date

RESPONDENTS' SIGNATURES

These signatures attest to the approval and acceptance of this Conciliation Agreement.

Anwar Malik
Property Owner

Date

Ahmad Sharif-Yazdi
Property Manager

Date

APPROVAL

This signature attests to the approval and acceptance of this Conciliation Agreement.

Kenneth J. Carroll
Regional Director
Office of Fair Housing and
Equal Opportunity

Date