

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
CIVIL RIGHTS DIVISION

Arizona Civil Rights Division,
Complainant,
vs.
TBM Equities LLC,
Respondent.

CRD NO. TCRD-2019-0004

CONCILIATION AGREEMENT
(Pre-Finding)

This Agreement is made between the Civil Rights Division of the Arizona Attorney General's Office, hereinafter "the Division," and TBM Equities, LLC d/b/a Sahara Apartments, hereinafter "Respondent." A complaint of housing discrimination based on sex and familial status having been filed by Complainant against Respondent pursuant to A.R.S. §41.1491.22, the parties have participated in conciliation and have agreed to resolve the issues in the complaint on the following terms:

I

This Agreement will not constitute or evidence an admission by the parties that a housing practice made unlawful by A.R.S. §41-1491 *et seq.* occurred, nor should any such inference be drawn. The Respondent operates a student housing facility

II

Subject to the fulfillment by Respondent of each of the obligations set forth in this Agreement, the Division agrees to

close complaint CRD No. TCRD-2019-0004. The Division agrees to waive or release all claims against Respondent in any forum with respect to the matters that were alleged in the charge of discrimination numbered CRD No. TCRD-2019-0004.

III

The Division's participation in this Agreement does not reflect any judgment by the Division as to the merits of the complaint referenced in Paragraph II above. The Division does not waive its right to process any other complaint against Respondent, except as otherwise provided in this Agreement. The Division has the right to make reasonable inquiry and investigation regarding compliance with this Agreement, including unannounced on-site inspections and record reviews. The Division further has the right to enforce the Agreement through all available means, including but not limited to, the institution of litigation in any court with jurisdiction should Respondent fail to comply with any of the terms of this Agreement.

IV

Respondent agrees that it and its agents will not engage in any discrimination or retaliation of any kind against Complainant or against any other person because he/she has opposed any practice reasonably believed by him/her to be unlawful under A.R.S. §41-1491 *et seq.*, or because he/she has filed a complaint, given testimony or assistance, or

participated in any manner in any investigation or proceeding under the Arizona Fair Housing Act.

V

POSTER

Respondent agrees to keep posted at all times in a conspicuous, well-lighted place, at Sahara Apartments, 919 N. Stone Ave., Tucson, AZ 85705, a poster which states that discrimination in housing based on race, color, religion, sex, national origin, familial status or disability is prohibited.

VI

TRAINING

Respondent agrees that its managers will attend training on housing discrimination by a qualified trainer. This training shall be completed within ninety (90) days of the execution of this agreement. For purposes of this Mediation Agreement, a qualified trainer is a person or agency which is knowledgeable about the legal requirements under state and federal fair housing laws and was not one of Respondent's employees involved in the acts alleged as discriminatory by Complainants. The training shall consist of at least 1 hour of instruction. If there are costs associated with such training, Respondent shall pay for those costs. Within ten (10) days of the completion of this training, Respondent agrees to provide written notice to Assistant Attorney General, Vincent J. Sottosanti, 400 W. Congress, S-315 Tucson, Arizona 85701 that it has complied with

the terms of this paragraph. Respondent agrees that the written notice will contain at a minimum the following: 1) confirmation that the training occurred; 2) the date, time and location of the training; 3) a list of the names and positions of those persons who attended the training, 4) the name of the agency or individual providing the training and the resume or curriculum vitae of the trainer. Respondent may satisfy the requirement of identifying the attendees by attaching a copy of a registration list that includes the printed name and position of the person registering his/her attendance. If Respondent's attorney provided the training, Respondent is not required by this paragraph to submit a copy of the trainer's resume.

VII

FAIR HOUSING POLICIES

Respondent agrees to create a policy that prohibits discrimination and retaliation per the Arizona Fair Housing Act. The Complainant has reviewed the lease and the removal of the paragraph 3 cited in the complaint and the Notice to Tenants in the Attachment A below and agrees that the revised lease will eliminate the AFHA violations in the lease as contained in CRD No. TCRD-2019-0004. These policies and the lease modification shall be submitted to the Division for approval within thirty (30) days of the execution of this agreement. Respondent agrees to make any changes to these policies as directed by the Division within ten (10) days of receiving written notice from

the Division that the policies require revision. At a minimum, these policies contain 1) a clear statement that Respondent, including its employees, is committed to following the letter and spirit of State and Federal Fair Housing laws by providing equal professional service to all, without regard to race, color, religion, sex, handicap, familial status, national origin or other protected status, 2) a notice to tenants and prospective tenants that they have a right to file Fair Housing Complaints with the Arizona Civil Rights Division and the Department of Housing and Urban Development; and 3) a statement that unlawful discrimination and/or retaliation violates State and Federal civil rights laws.

This Agreement constitutes the entire Agreement between the parties.

VIII

MONETARY RELIEF

In accordance with A.R.S. § 41-1491.35, Respondent agrees to pay the Arizona Civil Right Division an amount of \$2,000.00 within 10 days of the execution of this agreement. A check or money order shall be made payable to the Arizona Attorney General's Office and mailed or delivered to the following address: Office of the Arizona Attorney General, ATTN: Vincent J. Sottosanti, 400 W. Congress, S-315 Tucson, Arizona 85701. Respondent is on notice that a second or subsequent violation of

A.R.S. § 41-1491 *et seq.*, the Arizona Fair Housing Act, carries a possible penalty of up to \$100,000.00.

IX

NOTICE TO TENANTS

By signing this agreement, Respondent affirms that Respondent sent written notice to all current tenants of the following: SEE ATTACHMENT A

X

Respondent agrees to confirm to the Division in writing that it is in compliance with the terms and conditions of this Agreement within ten (10) business days after satisfaction of each obligation.

XI

Complainants and Respondent agree to pay their own attorneys' fees, if any.

XII

This Agreement will not become effective until it has been reviewed and signed by a Division representative.

XIII

This Agreement may be executed in two or more counterparts, each of which will be deemed an original and together form one Agreement. Facsimiles and pdf versions of this signed Agreement shall be deemed to be originals. This agreement is effective starting the date signed by a representative of the Arizona Attorney General's Office. The date of execution is the date

signed by signed by a representative of the Arizona Attorney General's Office. This Agreement will remain in effect for two (2) years from the date of execution.

XIV

The parties represent that they have read this Agreement in its entirety, have had an opportunity to consult with counsel of their own choice, are satisfied that they understand and agree to all of its provisions, and have freely signed this Agreement without coercion.

XV

This Agreement will be binding on the heirs, assigns, successors, successors-in-interest, receivers, trustees in bankruptcy, and personal representatives of the parties hereto.

XVI

This Agreement may be made public if Attorney General determines that disclosure is required to further the purposes of the Arizona Fair Housing Act.

XVII

SIGNATURES

TBM Equities LLC

4-12-2019
DATE

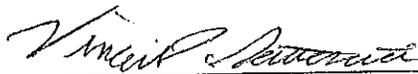


Tirdad Bozorgmehr
Owner/Manager
Sahara Apartments

919 N. Stone Ave
Suite 1101
Tucson, AZ 85705

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
CIVIL RIGHTS DIVISION

4-12-2019
DATE



Vincent J. Sottosanti
Senior Litigation Counsel
400 W. Congress, S-315
Tucson, Arizona 85701

Executed copy mailed/hand-delivered
on _____ day of _____, 2019, to:

Tirdad Bozorgmehr
Owner/Manager
Sahara Apartments
919 N. Stone Ave
Suite 1101
Tucson, AZ 85705

Respondent

ATTACHMENT A

To All Sahara Residents with signed lease agreements,

We have recently discovered that a paragraph 3 in our standard lease forms may be considered to be in violation of anti-discrimination laws under Federal and state statutes. We have therefore deleted the offending paragraph from our leases for all future residents.

For residents who have current leases which contain that paragraph, this e-mail will serve as notice to you that the particular paragraph shown below, is no longer valid and is considered by us to have been deleted from your lease.

Here is the paragraph that will no longer be included in our new leases, and which is hereby deleted from old leases currently in effect:

“3- If you are a female and become pregnant while you are a resident of the Sahara Apartments, you must vacate the apartment upon or prior to the birth of your child and pay any unpaid balance of your Contract Price.”



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

- In the sale or rental of housing or residential lots
- In the provision of real estate brokerage services
- In advertising the sale or rental of housing
- In the appraisal of housing
- In the financing of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)

1-800-927-9275 (TTY)

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**