

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
KAMRAN AZAD MD P.A. d/b/a AZAD PLASTIC SURGERY**

USAO No. 2023V01942 / D.J. No. 202-17M-606

I. BACKGROUND

1. The parties to this settlement agreement (the “Agreement”) are the United States of America and Kamran Azad MD P.A. d/b/a Azad Plastic Surgery (“APS”) (collectively, the “Parties”).
2. APS is a professional office of a health care provider located in Winter Park, Florida, which provides plastic surgery services.
3. The U.S. Attorney’s Office for the Middle District of Florida, a component of the U.S. Department of Justice, opened this matter for investigation after receiving a complaint from an individual with a disability against APS, alleging violations of Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12181-89 (ADA), and its implementing regulation, 28 C.F.R. Part 36. After opening this matter for investigation, the United States received a second complaint alleging APS violated the ADA. Specifically, the complainants allege that APS refused to provide them with plastic surgery services because they have Human Immunodeficiency Virus (HIV) and Crohn’s disease, respectively.

II. INVESTIGATION AND DETERMINATIONS

4. The U.S. Attorney’s Office is authorized to investigate alleged violations of Title III of the ADA and to bring a civil action in federal court if the United States is unable to secure voluntary compliance in any case that involves a pattern or practice of discrimination or that raises issues of general public importance. 42 U.S.C. § 12188(b); 28 C.F.R. § 36.503.
5. Ensuring that places of public accommodation, including professional offices of health care providers, do not discriminate against individuals with disabilities and those associated with them is an issue of general public importance. 42 U.S.C. § 12188(b)(1)(B); 28 C.F.R. § 36.503(b).
6. Title III of the ADA prohibits public accommodations from discriminating against an individual on the basis of disability in the full and equal enjoyment of its goods, services, facilities, privileges, advantages, or accommodations (“goods or services”). 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201.

7. The APS facility is a place of public accommodation covered by Title III of the ADA because it is a professional office of a health care provider. 42 U.S.C. § 12181(7)(F); 28 C.F.R. § 36.104. Accordingly, APS is a public accommodation subject to the requirements of the ADA because it is a private entity that owns, leases, leases to, or operates a place of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.104.
8. An “individual with a disability” is a person who has a physical or mental impairment that substantially limits one or more major life activities. 42 U.S.C. § 12102(1); 28 C.F.R. § 36.105. HIV and Crohn’s disease are physical or mental impairments. 28 C.F.R. § 36.105(b). Major life activities include the operation of major bodily functions, including functions of the immune and digestive systems. 42 U.S.C. § 12102(2)(B); 28 C.F.R. § 36.105(c)(1)(ii). Thus, the complainants are individuals with disabilities because they have HIV and Crohn’s disease, which substantially limit the functioning of their immune and digestive systems, respectively.
9. After careful review of the information and documents obtained during the investigation, the United States has determined the following:
 - a. On March 16, 2023, the first complainant submitted a “Consult Inquiry” form through the APS website, expressing interest in plastic surgery services. On March 20, 2023, an APS patient concierge and medical assistant conducted a consultation screening interview with the complainant to determine whether to schedule him for an initial consultation with Dr. Kamran Azad. During the consultation screening, the complainant disclosed he has HIV and he takes Biktarvy to treat his HIV. The APS employee scheduled the complainant for a consultation with Dr. Azad for early April 2023. On March 31, 2023, APS employees informed the complainant that APS had decided to cancel his consultation because he was not a candidate for plastic surgery due to the medicine he takes to treat his HIV.
 - b. In March 2023, the second complainant submitted a “Consult Inquiry” form through the APS website, expressing interest in plastic surgery services. On March 15, 2023, an APS employee conducted a consultation screening interview with the complainant to determine whether to schedule her for an initial consultation with Dr. Azad. During the consultation screening, the complainant disclosed she has Crohn’s disease and she takes Remicade to treat her Crohn’s disease. The APS employee informed the complainant she was not a candidate for plastic surgery and did not schedule her for a consultation.
10. The United States has therefore concluded that Azad Plastic Surgery violated Title III of the ADA and its implementing regulation. 42 U.S.C. §§ 12181-12189; 28 C.F.R. pt. 36. APS discriminated against the complainants by denying them the opportunity to participate in and benefit from its services because they have HIV and Crohn’s disease, respectively. 42 U.S.C. § 12182(b)(1)(A)(i); 28 C.F.R. § 36.202(a). Specifically, APS applied eligibility criteria that screened out the complainants, *see* 42 U.S.C. § 12182(b)(2)(A)(i) and 28 C.F.R. § 36.301(a), and failed and refused to make the

reasonable modifications to its policies, practices, or procedures that were necessary to afford its services to the complainants. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302(a).

11. In consideration of the terms of this Agreement and Azad Plastic Surgery's cooperation with this investigation, the U.S. Attorney's Office agrees to refrain from undertaking further action in this matter, except as provided in Section V. The Parties agree to resolve this matter by voluntarily entering into this Agreement.

III. REMEDIAL ACTION

12. The ADA authorizes the U.S. Attorney's Office to seek equitable relief on behalf of individuals aggrieved as the result of violations of the ADA, including but not limited to providing an auxiliary aid or service, modification of policy, practice, or procedure, or alternative method. 42 U.S.C. § 12188(b)(2)(A)(ii); 28 C.F.R. § 36.504(a)(1)(ii).

13. **Nondiscrimination Based on Disability.** Effective immediately, as required by Title III of the ADA, APS:

- a. Shall not discriminate against based on disability in the full and equal enjoyment of the goods, services, privileges, advantages, or accommodations APS provides. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201;
- b. Shall not subject individuals on the basis of disability, directly, or through contractual, licensing, or other arrangements, to a denial of the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations APS provides. 42 U.S.C. § 12182(b)(1)(A)(i); 28 C.F.R. § 36.202(a);
- c. Shall not impose or apply eligibility criteria that screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any goods, services, facilities, privileges, advantages, or accommodations, unless such criteria can be shown to be necessary for the provision of the goods, services, facilities, privileges, advantages, or accommodations APS offers. 42 U.S.C. § 12182(b)(2)(A)(i); 28 C.F.R. § 36.301(a). APS may impose legitimate safety requirements that are necessary for safe operation. 28 C.F.R. § 36.301(b). However, safety requirements must be based on actual risks and not on mere speculation, stereotypes, or generalizations about individuals with disabilities. *Id.*; and
- d. Shall make reasonable modifications to policies, practices, and procedures when such modifications are necessary to afford access to such goods or services to individuals with disabilities, unless APS can demonstrate that the requested modifications would fundamentally alter the nature of its goods or services. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302(a). APS may refer an individual with a disability to another public accommodation if that individual is seeking, or

requires, treatment or services outside of APS's area of specialization, and if, in the normal course of its operations, APS would make a similar referral for an individual without a disability who seeks or requires the same treatment or services. 28 C.F.R. § 36.302(b)(1).

14. Nondiscrimination Policy. APS will adopt, implement, and enforce a nondiscrimination policy. APS will also revise its policies, practices, and procedures to comply with Title III of the ADA. The updated policies, practices, and procedures must be approved by the United States in accordance with the following procedure:

- a. Within thirty (30) days of the Effective Date of the Agreement, APS will provide a draft nondiscrimination policy and a draft revised policy on evaluating potential clients with disabilities for plastic surgery services to the United States ("Revised Policy"). Both policies shall include, at minimum, descriptions of the nondiscrimination requirements under the ADA that APS must follow, as outlined in paragraph 13.
- b. The United States will review, provide edits, and, once acceptable, ultimately approve the policies via electronic mail or letter to APS counsel. The United States will apply the requirements of the ADA and its implementing regulation to assess the policies. The Parties may in good faith exchange multiple drafts of the policies, but the United States retains discretion to provide final approval on whether the requirements in paragraph 14 are satisfied.
- c. Within seven (7) days of receipt of the United States' written approval of its nondiscrimination policy, APS will: convey the nondiscrimination policy to all APS owners, managers, and employees; conspicuously post the nondiscrimination policy in the reception area of APS's office; and conspicuously post the nondiscrimination policy on the APS website. Within seven (7) days of doing each of these actions, APS will provide the United States with documentation to substantiate the same.
- d. Within seven (7) days of receipt of the United States' written approval of the Revised Policy, APS will convey the Revised Policy to all APS owners, managers, and employees. Within seven (7) days of conveying the Revised Policy, APS will provide the United States with copies of written confirmation from all APS owners, managers, and employees that they have received, read, and understand the Revised Policy.
- e. During the term of the Agreement, APS will not modify the Revised Policy without the prior written consent of the United States.
- f. The Parties will meet in good faith as needed to ensure the provisions of paragraph 14 are satisfied.

15. **ADA Training.** APS will provide training to all APS owners, managers, and employees regarding Title III of the ADA and its implementing regulation in accordance with paragraph 13. Specifically, APS will provide training on the ADA's prohibition on discrimination, prohibition on discriminatory eligibility criteria, exception for legitimate safety criteria, requirement on reasonable modifications to policies and procedures, exception for fundamental alterations, and provision on referrals. The training will also cover HIV discrimination and providing plastic surgery services for patients with HIV. The training plan and materials must be approved by the United States in accordance with the following procedure:

- a. Within thirty (30) days of the Effective Date of the Agreement, APS will provide a proposed training plan and proposed training materials to the United States.
 - b. The United States will review, provide edits, and, once acceptable, ultimately approve the proposed training via electronic mail or letter to APS counsel. The United States will apply the requirements of the ADA and its implementing regulation to assess the proposed training. The Parties may in good faith exchange multiple drafts of the training, but the United States retains discretion to provide final approval on whether the requirements in paragraph 15 are satisfied.
 - c. Within fourteen (14) days of receipt of the United States' written approval, APS will provide the approved training to all owners, managers, and employees. Within seven (7) days of providing the approved training, APS will provide the United States with copies of written confirmation from all APS owners, managers, and employees that they have received, read, and understand the approved training.
 - d. APS will provide new owners, managers, and employees hired during the term of the Agreement with the approved training within fourteen (14) days of their start date. Within seven (7) days of providing the approved training, APS will provide the United States with copies of written confirmation from all newly hired APS owners, managers, and employees that they have received, read, and understand the approved training.
 - e. During the term of the Agreement, APS will not modify the approved training without the prior written consent of the United States.
 - f. The Parties will meet in good faith as needed to ensure the provisions of paragraph 15 are satisfied
16. **Complaints.** During the term of the Agreement, APS shall notify the United States of any lawsuit, complaint, charge, or grievance, whether formal or informal, alleging discrimination by APS on the basis of disability. Such notification must be provided in writing within fourteen (14) days of the date APS receives notice of the allegation and must include, at minimum, the nature of the allegation, the name of the individual(s) or

entity(s) bringing the allegation, the date APS received the allegation, and any documentation possessed by APS relating to the allegation.

17. **Retaliation.** APS shall not retaliate against or coerce in any way any person who is trying to exercise their rights under the Agreement or the ADA.
18. Any notices or information provided to the United States related to this Agreement shall be sent by APS via electronic mail or via overnight mail to:

Alexandra N. Karahalios
United States Attorney's Office
Middle District of Florida
400 N. Tampa Street, Suite 3200
Tampa, FL 33602
Alexandra.Karahalios@usdoj.gov

IV. MONETARY RELIEF FOR COMPLAINANTS

19. The ADA authorizes the Attorney General to seek compensatory damages on behalf of individuals aggrieved as the result of violations of the ADA. 42 U.S.C. § 12188(b)(2)(B); 28 C.F.R. § 36.504(a)(2).
20. Within thirty (30) days of the Effective Date of the Agreement, and upon receipt of a signed release of claims to be prepared by APS, APS will pay each complainant \$20,000 to compensate them for the harm they endured, including emotional distress, pain, and suffering, as a result of APS's refusal to provide them with plastic surgery services. APS and the complainants will be solely responsible for completing any tax forms and paying any taxes they owe resulting from the payments.
21. Within seven (7) days of payment, APS will also provide the United States with documentation to substantiate it has complied with the requirements of paragraph 20.

V. ENFORCEMENT

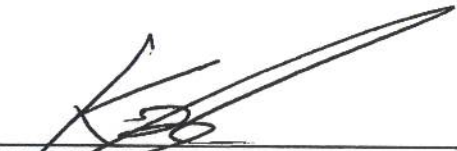
22. **United States Enforcement.** The United States may review compliance with this Agreement at any time. If the United States believes APS has failed to comply in a timely manner with any requirement of the Agreement without obtaining sufficient advance written agreement with the United States for a modification of the relevant terms, the United States will so notify APS in writing and will attempt to resolve the issue(s) in good faith. If the United States is unable to reach a satisfactory resolution of the issue(s) raised within thirty (30) days of the date it provides notice to APS, it may institute a civil action in the United States District Court for the Middle District of Florida to enforce the terms of the Agreement or the requirements of Title III of the ADA.

23. **Non-Waiver.** Failure by the United States to enforce the Agreement with regard to any deadline or any other provision herein will not be construed as a waiver of the United States' right to enforce other deadlines and provisions of this Agreement.
24. **Deadlines.** Any deadlines listed in this Agreement that fall on a weekend or federal holiday will be extended to the next business day. Any time limits for performance imposed by this Agreement may be extended only by the mutual written consent of the Parties. The United States shall not unreasonably withhold consent to a request for an extension of time made in good faith. A failure to comply with deadlines agreed upon in the Agreement constitutes a violation of the Agreement, and the United States may file a civil action in the United States District Court for the Middle District of Florida to enforce this Agreement or take any other action to enforce Title III of the ADA.
25. **Copies Available.** The Agreement and any amendment hereto shall be public documents. A copy of the Agreement may be made available to any person and APS shall provide a copy of this Agreement to any person upon request.
26. **Resolution of Claims.** The Agreement fully and finally resolves any and all of the allegations of the complaints in this case. The Agreement will have no impact upon the rights or claims of any individual not identified in the Agreement who has made, or may make, claims against APS for issues discussed herein. The Agreement is limited to resolving claims under Title III of the ADA related to the facts specifically set forth in Section II. Nothing in this Agreement relates to other provisions of the ADA or affects APS's obligations to comply with any other federal, state, or local statutory, administrative, regulatory, or common law obligation, including those relating to nondiscrimination against individuals with disabilities. Nothing in this Agreement will preclude the United States from filing a separate action under the ADA for any alleged violation not covered by this Agreement. Nothing in this Agreement shall be considered an admission of liability on behalf of APS.
27. **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement will be enforceable, except as provided for in paragraph 24. If any term of the Agreement is determined by any court to be unenforceable, the other terms of the Agreement shall nonetheless remain in full force and effect. The Agreement does not purport to remedy any other potential violations of the ADA or any other federal law. The Agreement does not affect APS's continuing responsibility to comply with all aspects of the ADA.
28. **Binding Effect.** The Agreement shall be binding on APS, its agents, and its employees. In the event APS seeks to transfer or assign all or part of its interest in the plastic surgery center, and the successor or assign intends on carrying on the same or similar use of the facility, as a condition of sale, APS shall obtain the written agreement of the successor or assign to comply with any obligations remaining under the Agreement for the remaining term of the Agreement.

29. **Term of the Agreement.** The Agreement will remain in effect for two (2) years from the effective date.

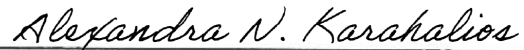
30. **Effective Date and Signatory.** The effective date of the Agreement is the date of the last signature below. A signatory to this document in a representative capacity for APS represents that they are authorized to bind that party to the Agreement.

FOR KAMRAN AZAD MD P.A.:


KAMRAN AZAD, M.D.
Owner
Kamran Azad MD P.A.
d/b/a Azad Plastic Surgery
954 S. Orlando Avenue, Suite 100
Winter Park, Florida 32789

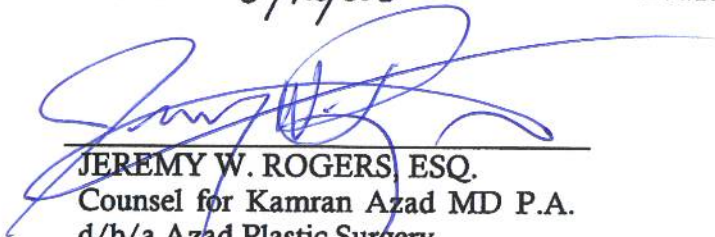
FOR THE UNITED STATES OF AMERICA:

GREGORY W. KEHOE
United States Attorney


ALEXANDRA N. KARAHALIOS
Assistant United States Attorney
United States Attorney's Office
Middle District of Florida
400 N. Tampa Street, Suite 3200
Tampa, Florida 33602

DATED: 6/12/26

DATED: June 12, 2026


JEREMY W. ROGERS, ESQ.
Counsel for Kamran Azad MD P.A.
d/b/a Azad Plastic Surgery
Ward Law, LLC
8875 Hidden River Parkway, Suite 300
Tampa, Florida 33647

DATED: 6/12/2026