

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

NEDZAD UKEJNOVIC,

Defendant.

CASE NO.: 4:22-CV-00993-SEP

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**CONSENT ORDER**

**I. INTRODUCTION**

1. This action was brought by the United States to enforce the provisions of Title VIII of the Civil Rights Act of 1968 (the “Fair Housing Act” or the “FHA”), as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619. The United States brought this action on behalf of Amanda Young, her three minor children, and Metropolitan St. Louis Equal Housing Opportunity Council (“EHOC”) pursuant to 42 U.S.C. § 3612(o) and under 42 U.S.C. § 3614(a).

2. The United States alleges in its Complaint that in 2018, when Ms. Young was renting a house located at 2843 Miami Street in Saint Louis, Missouri from Defendant Nedzad Ukejnovic (“Defendant”), Defendant subjected Ms. Young to discrimination on the basis of sex, including unwelcome severe or pervasive sexual harassment. Specifically, the United States alleges that Defendant asked her for sex in exchange for rent and to avoid eviction, asked her to send him sexually explicit photos of herself in exchange for rent and to avoid eviction, and made unwelcome sexual remarks and grabbed her between her legs in her home and in front of her young

son. The United States also alleges that Ms. Young moved out of the home she was renting from Defendant because she was unable to tolerate his continued harassment.

3. The United States also alleges in its Complaint that after Ms. Young reported Defendant's conduct to EHOC, EHOC conducted an investigation, assisted Ms. Young in filing her complaint with the U.S. Department of Housing and Urban Development, and created and carried out an education and action plan for the affected community.

4. The United States further alleges in its Complaint that Defendant has subjected other female tenants at the subject properties to discrimination on the basis of sex, including unwelcome sexual harassment that was severe or pervasive.

5. The United States alleges that by the conduct described above, Defendant has:

- a. Denied housing or otherwise made housing unavailable because of sex, in violation of 42 U.S.C. § 3604(a);
- b. Discriminated in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection therewith, because of sex, in violation of 42 U.S.C. § 3604(b);
- c. Made statements with respect to the rental of a dwelling that indicated a preference, limitation, or discrimination based on sex in violation of 42 U.S.C. § 3604(c); and
- d. Coerced, intimidated, threatened, or interfered with a person in the exercise or enjoyment of, or on account of her having exercised or enjoyed, rights granted or protected by 42 U.S.C. § 3604, in violation of 42 U.S.C. § 3617.

6. The United States alleges that the conduct described above constitutes a denial to a group of persons of rights granted by the FHA, which denial raises an issue of general public importance.

7. Defendant disputes and denies all allegations asserted against him. The claims asserted in the above-captioned action and the allegations of the persons the United States has identified as Aggrieved Persons are disputed and denied by Defendant. This Consent Order shall not be construed to be an admission of wrongdoing or an admission of liability by Defendant.

8. The United States and Defendant (collectively, the “Parties”) agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 3612(o) and 3614(a).

9. The Parties have agreed that the claims against Defendant should be resolved without further litigation. Therefore, the Parties consent to the entry of this Consent Order.

ACCORDINGLY, it is ORDERED:

**II. PROHIBITION AGAINST DISCRIMINATION AND RETALIATION UNDER THE FHA**

10. Defendant, his employees, agents, successors, heirs and assigns, and all other persons or entities in active concert or participation with him, are hereby permanently enjoined, with respect to the rental of dwellings,<sup>1</sup> from:

- a. Refusing to rent a dwelling, refusing or failing to provide or offer information about a dwelling, or otherwise making unavailable or denying a dwelling to any person because of sex;
- b. Discriminating against any person in the terms, conditions, or privileges of renting a dwelling, or in the provision of services or facilities in connection therewith, because of sex;

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<sup>1</sup> The term “dwellings” has the meaning set out in the Fair Housing Act, 42 U.S.C. § 3602(b).

- c. Making any statement, oral or written, in connection with the rental or sale of a dwelling, that expresses or indicates any preference, limitation, or discrimination, or an intent to make any such preference, limitation, or discrimination, because of sex; or
- d. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act, including by retaliating against any persons exercising their rights under this Consent Order.

**III. PROHIBITION AGAINST CONTACT WITH ANY INDIVIDUALS THE UNITED STATES HAS IDENTIFIED AS AGGRIEVED PERSONS AND THEIR FAMILY MEMBERS**

11. Defendant is permanently enjoined from purposefully or knowingly engaging in contact or communications, either directly or indirectly, with: (1) any individual the United States has identified as an Aggrieved Person; and (2) any individual whom Defendant knows or believes to be a family member or close relation of any of the individuals the United States has identified as Aggrieved Persons. This includes, but is not limited to, Amanda Young, her three minor children, and any member of their extended family. "Contact or communications" includes, but is not limited to, physical contact, verbal contact, telephone calls, e-mails, faxes, written communications, text or instant messages, contacts through social media, or other communications made directly or through third parties.

12. In the event that Defendant inadvertently or unintentionally has any contact with any individual within the categories identified above, Defendant will immediately discontinue the contact or communication and take all reasonable steps to avoid any further contact or

communication.

#### **IV. PROHIBITION AGAINST PROPERTY MANAGEMENT AND PRESENCE AT SUBJECT PROPERTIES**

13. Defendant is enjoined from directly or indirectly performing any “Property Management Responsibilities” as defined herein at any Subject Property<sup>2</sup> or any other residential rental property. “Property Management Responsibilities” include the following: performing repairs or maintenance; advertising dwelling units for rent; showing or renting dwelling units; processing rental applications; negotiating rents and security deposits; determining tenant eligibility for subsidies or waivers of fees and rents; inspecting dwelling units; collecting rent and fees; overseeing any aspects of the rental process; or engaging in any other property-related activities that involve, or may involve, personal contact with tenants or prospective tenants.

14. Defendant is enjoined from entering any part of any of the Subject Properties during any time that there is a lease in effect for any part of the Subject Property or any time that a prospective tenant is at the Subject Property. This includes all areas of a dwelling and facilities that are provided in connection with a dwelling, including occupied or unoccupied dwelling units, basements, communal spaces, yards, and parking areas.<sup>3</sup>

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<sup>2</sup> “Subject Property” or “Subject Properties” mean any residential rental property Defendant owns or manages, or comes to own or manage, in full or in part. Defendant has provided a complete list of the residential rental properties he currently owns or controls, in full or in part, which is incorporated by reference herein and attached to this Order as Attachment A.

<sup>3</sup> The Subject Properties located at (3823 Neosho, 3741 Virginia, 4159 Schiller, 4743 Ray, and 3545 Iowa) have detached garages that are not provided in connection with the dwellings. Defendant is permitted to access these detached garages solely for the purpose of accessing construction materials used in his business and only when accompanied by another individual. Defendant shall not purposefully or knowingly engage in contact or communication with any tenant while accessing the detached garages.

**V. RETENTION OF INDEPENDENT PROPERTY MANAGER**

15. Defendant has agreed that an independent property manager (the “Independent Manager”) will manage all aspects of the rental and management of each Subject Property, including any residential rental property that Defendant subsequently acquires. The Independent Manager alone will have the responsibility and authority for all Property Management Responsibilities and any other management activities. The United States has approved the current Independent Manager and the Independent Manager’s qualifications.

16. Before changing or substituting the Independent Manager, Defendant must provide to counsel for the United States a written Notice of Intent to Terminate the Independent Manager at least sixty (60) days in advance of the Independent Manager’s termination. This notice will include the identity of a replacement manager, relevant information about and their qualifications, and their contact information. Any subsequent Independent Manager must meet the requirements described in Paragraph 17, below, and must be approved in advance by the United States, per the process outlined in Paragraph 18, below.

17. The Independent Manager must have at least three (3) years’ full-time experience in managing residential rental properties and must have no current or past employment, financial, contractual, personal, or familial relationship with Defendant. The Independent Manager must have experience managing tenants who use Housing Choice Voucher Program (Section 8) vouchers or other forms of rental assistance.

18. After receiving a Notice of Intent to Terminate the Independent Manager from the Defendant, counsel for the United States will notify Defendant if the proposed Independent Manager is approved. If the United States does not approve the proposed Independent Manager, Defendant will have fifteen (15) days from such notification to identify an alternate Independent Manager. This process will continue until an Independent Manager is approved by the United

States. The Defendant will then hire the approved Independent Manager within ten (10) days. If the Parties cannot reach agreement on an Independent Manager after a good faith effort, or if there is any delay in Defendant hiring an approved Independent Manager, any party may seek the Court's assistance.

## **VI. NONDISCRIMINATION POLICY AND COMPLAINT PROCEDURE**

19. Within thirty (30) days of the effective date of this Consent Order, Defendant will provide to the United States a proposed Nondiscrimination Policy and Complaint Procedure. If the United States does not approve the proposed Nondiscrimination Policy and Complaint Procedure, Defendant will have fifteen (15) days from such notification to submit a revised proposed Nondiscrimination Policy and Complaint Procedure. This process will continue until a Nondiscrimination Policy and Complaint Procedure is approved by the United States. If the Parties cannot reach agreement on a Nondiscrimination Policy and Complaint Procedure after a good faith effort, any party may seek the Court's assistance.

20. Defendant may change the Nondiscrimination Policy and Complaint Procedure, provided that any change is approved by the United States prior to implementation, per the process outlined in the preceding paragraph.

## **VII. EDUCATION AND TRAINING**

21. Within thirty (30) days of the effective date of this Consent Order, Defendant, the Independent Manager, and any person involved in performing Property Management Responsibilities at any of the Subject Properties will undergo live training on the Fair Housing Act. Live training may include training provided by streaming or video service (i.e. Zoom). At a minimum, the training will consist of instruction on the requirements of the Fair Housing Act, with an emphasis on sexual harassment and other types of discrimination because of sex, which includes

discrimination based on sexual orientation and gender identity, and a question-and-answer session for the purpose of reviewing this topic. The attendees will be provided a copy of this Consent Order before or at the training. The training will be conducted by a qualified third party, independent of Defendant or his counsel, approved in advance by the United States. Any expenses associated with this training will be borne by Defendant.

22. Defendant, through the Independent Manager, will obtain from the trainer certifications of attendance, executed by each individual who received training, confirming their attendance. This certification, included at Attachment B, will include the name of the instructor, the date the course was taken, and the length of the course and/or time within which the course was completed. Copies of the certification will be provided to counsel for the United States.

23. During the effective period of this Consent Decree, any new Independent Managers and any new employees or agents working with or for the Independent Manager with involvement in Property Management Responsibilities at the Subject Properties will, within thirty (30) days of the commencement of their employment or agency relationship with Defendant or the Independent Manager, be provided the training described in Paragraph 21, above, or participate in an online training on the Fair Housing Act, including the Act's provisions related to sexual harassment and other forms of sex discrimination. The online training program, which must be interactive and include an assessment for content understanding, must be approved in advance by the United States. New employees will be provided a copy of this Consent Order as part of this training. New employees who are provided online training will participate in a live training as described in Paragraph 21, above, within one (1) year of commencing an employment or agency relationship with Defendant or the Independent Manager. Defendant, through the Independent Manager, will send a copy of the certifications of any training conducted under this Paragraph to counsel for the United States consistent with Paragraph 22.

### VIII. ADDITIONAL PROPERTY MANAGEMENT RESPONSIBILITIES

24. The current Independent Manager has an “Equal Housing Opportunity” sign that comports with 24 C.F.R. Part 110 posted in the office where rental activity is conducted, which indicates that all dwellings are available for rent on a nondiscriminatory basis. The sign is placed in a prominent, well-lit location where it is easily readable. Any subsequent Independent Manager will do the same.

25. Defendant, through the Independent Manager, will require that any advertising for the Subject Properties, including online, print, radio, television or other media, signs, pamphlets, brochures and other promotional literature is in compliance with HUD advertising guidelines, available on the HUD website at:

<https://www.hud.gov/sites/dfiles/FHEO/documents/BBE%20Part%20109%20Fair%20Housing%20Advertising.pdf>.

26. Defendant, through the Independent Manager, will implement the Nondiscrimination Policy and Complaint Procedure and ensure that it is followed, by:

- a. Distributing the Nondiscrimination Policy and Complaint Procedure to all employees or agents involved in performing Property Management Responsibilities at any of the Subject Properties within five (5) days of the United States’ approval of the Nondiscrimination Policy and Complaint Procedure or within ten (10) days of the commencement of their employment or agency relationship;
- b. Securing a signed statement from each such employee or agent acknowledging that the employee or agent has received and read the Nondiscrimination Policy and Complaint Procedure, has had the opportunity to have questions about the Nondiscrimination Policy and Complaint Procedure answered, and agrees to abide by the relevant provisions of the Nondiscrimination Policy and Complaint

Procedure. This Employee Acknowledgement Statement will be in the form of Attachment C;

- c. Providing any new employees or agents engaged in Property Management Responsibilities at the Subject Properties with a copy of the Nondiscrimination Policy and Complaint Procedure, within ten (10) days of the commencement of their employment or agency relationship. The Independent Manager will secure from each new employee or agent a signed Employee Acknowledgement Statement in the form of Attachment C.
- d. Distributing the Nondiscrimination Policy and Complaint Procedure to every tenant of each Subject Property within fifteen (15) days of the United States' approval of the Nondiscrimination Policy and Complaint Procedure and ensuring that a copy of the Nondiscrimination Policy and Complaint Procedure is attached to the lease of every new tenant at every Subject Property.

27. Defendant, through the Independent Manger, will notify the United States in the event the Independent Manager obtains any information indicating or suggesting that Defendant is in violation of any provision of this Consent Order or the Fair Housing Act. Such notification will be provided to the United States in writing within five (5) days of the Independent Manager learning such information.<sup>4</sup>

28. Defendant, through the Independent Manager, will provide to the United States notification and documentation of any written or oral complaint against Defendant, or Defendant's

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<sup>4</sup> All documents or other communications required by this Consent Order to be sent to the United States will be sent by commercial (non-USPS) overnight delivery service addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 150 M Street NE, 8<sup>th</sup> Floor, Washington, D.C. 20002, Attn: DJ 175-42-265, or as otherwise directed by the United States. A courtesy copy may also be emailed.

agents or employees, regarding alleged discrimination in housing within fifteen (15) days of receipt of the complaint. The notification will include the full details of the complaint, including the complainant's name, address, and telephone number; the details of the complaint; and a copy of the complaint itself, if the complaint was made in writing. Defendant will promptly provide the United States all information it may request concerning any such complaint and will inform the United States within fifteen (15) days of the substance of any resolution of such complaint.

29. Defendant, through the Independent Manager, will provide any information reasonably related to compliance with this Consent Order that is requested by the United States.

#### **IX. REPORTING AND RECORD KEEPING**

30. Within forty-five (45) days of the date of entry of this Consent Order, the Parties will file a joint report with the Court confirming that Defendant has performed in a timely manner the acts required by Sections X and XI of this Consent Order and otherwise updating the Court on the status of Defendant's compliance with the terms of this Consent Order.

31. Within ninety (90) days of the date of entry of this Consent Order, and every six (6) months thereafter for the term of this Consent Order, Defendant will cause the Independent Manager to deliver to the United States a report containing information about Defendant's compliance with the terms of this Consent Order during the preceding reporting period, including but not limited to:

- a. A list of the Subject Properties, including the street address, the number of rental units at each property, and a description of Defendant's interest in the property;
- b. A list of all tenants at the Subject Properties and their telephone numbers;
- c. Written and sworn verification by the Independent Manager that the Independent Manager performs, and has performed during the reporting period, all Property

Management Responsibilities at the Subject Properties, as required by this Consent Order;

- d. Written and sworn verification by the Independent Manager that, to their knowledge, the Defendant (a) has not performed any Property Management Responsibilities, and (b) has not entered any part of any of the Subject Properties;
- e. Photographs of each office or location in which rental activity is conducted showing the “Equal Housing Opportunity” signs required by Paragraph 24 of this Consent Order;
- f. Copies of all fair housing training certifications, pursuant to Paragraphs 22 and 23 of this Consent Order;
- g. Confirmation that the Nondiscrimination Policy and Complaint Procedure have been implemented and are in effect;
- h. Copies of all signed Employee Acknowledgement Statements, pursuant to Paragraphs 26 (b) and (c) of this Consent Order; and
- i. Confirmation that the Nondiscrimination Policy and Complaint Procedure have been distributed to every tenant of each Subject Property, and subsequently that they have been attached to the lease of every new tenant at every Subject Property, pursuant to Paragraph 26 (d) of the Consent Order.

The final report due under this Paragraph will be delivered to the United States sixty (60) days prior to the expiration of this Consent Order.

32. Defendant will ensure that the Independent Manager preserves all records that are the source of, contain, or relate to any of the information pertinent to Defendant’s obligations under this Consent Order. Upon reasonable notice to counsel for Defendant, or to Defendant if he becomes unrepresented by counsel, representatives of the United States will be permitted to inspect

and copy all such records at any and all reasonable times or, upon request by the United States, Defendant will provide or cause the Independent Manager to provide copies of such documents.

**X. MONETARY DAMAGES FOR AGGRIEVED PERSONS**

33. Defendant will pay a total of \$105,000.00 to the persons the United States has identified as Aggrieved Persons.

34. Within fourteen (14) days of entry of this Consent Order, Defendant will pay the total amount of \$45,000.00 to Amanda Young and her three minor children. Payment will be made in the form of a cashier's check or money order made payable to Amanda Young and mailed to her counsel via Priority Mail: Kalila J. Jackson, the Metropolitan St. Louis Equal Housing & Opportunity Council located at 1027 South Vandeventer Avenue, Sixth Floor, St. Louis, MO 63110.

35. Within fourteen (14) days of receipt of the payment described in Paragraph 34, counsel for Ms. Young will provide counsel for Defendant with a release in the form of Attachment D, executed before a notary public by Amanda Young.

36. Within thirty (30) days of entry of this Consent Order, Defendant will pay the total amount of \$20,000.00 to Metropolitan St. Louis Equal Housing Opportunity Council. Payment will be made in the form of a cashier's check or money order made payable to the Metropolitan St. Louis Equal Housing & Opportunity Council and mailed to its counsel via Priority Mail: Kalila J. Jackson, the Metropolitan St. Louis Equal Housing & Opportunity Council located at 1027 South Vandeventer Avenue, Sixth Floor, St. Louis, MO 63110.

37. Within fourteen (14) days of receipt of the payment described in Paragraph 36, counsel for Metropolitan St. Louis Equal Housing Opportunity Council will provide Defendant with a release in the form of Attachment E.

38. Within fourteen (14) days of the entry of this Consent Decree, Defendant will pay a total of \$40,000.00 to the individuals the United States has identified as Aggrieved Persons and listed by their initials in Attachment F, by delivering to counsel for the United States, by overnight mail, checks payable to each such person in the amounts specified in Attachment D. The United States has obtained or will obtain sworn statements from each person listed in Attachment D setting forth the factual basis of their claim.

39. Upon receipt of the payment described in Paragraph 38, and a signed release in the form of Attachment G from each of the individuals listed in Attachment F, counsel for the United States will deliver the checks to the individuals listed in Attachment F and the signed releases to counsel for the Defendant. No Aggrieved Person listed in Attachment F will receive a check until she has executed and delivered to counsel for the United States the release at Attachment G.

40. If any check sent to the United States is not cashed, deposited, or otherwise negotiated within six (6) months of its issue, Defendant agrees to cancel any such check and issue one or more new checks as directed by the United States, either for the benefit of the same individual or for the other Aggrieved Person listed in Attachment F.

41. The compensation required to be paid under this Section is a debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, Defendant will not seek to discharge any part of this debt in bankruptcy.

## **XI. CIVIL PENALTY**

42. Within fourteen (14) days of the effective date, Defendant shall pay \$5,000.00 to the United States as a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(C). This payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

43. The civil penalty referenced in Paragraph 42 is a debt for a fine, penalty, or forfeiture payable to and for the benefit of the United States within the meaning of 11 U.S.C. § 523(a)(7) and is not compensation for actual pecuniary loss. Defendant shall not seek to discharge any part of this debt in bankruptcy.

## **XII. ACQUISITION OR TRANSFER OF INTEREST IN RESIDENTIAL RENTAL PROPERTIES**

44. If Defendant acquires a direct or indirect management, ownership, financial, or controlling interest in any other residential rental property during the term of this Order, such property will be subject to the applicable provisions of this Order as a Subject Property. Defendant must provide written notification to the United States within fourteen (14) days of acquiring such an interest. Defendant will further provide the United States with copies of any documents memorializing the transfer in interest of the property.

45. If, prior to the effective date or at any time during term of this Order, Defendant sells or transfers any property listed in Attachment A, or any property acquired under Paragraph 44, to a bona fide, independent third-party purchaser in an arms-length transaction, such property will cease to be subject to this Order as a Subject Property. For purposes of this Order, a “bona fide, independent third-party purchaser” is one with whom Defendant has no current or past financial, contractual, personal, or familial relationship. An “arms-length transaction” is one that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that transaction. Defendant will inform the United States within fourteen (14) days of any such transaction and provide documentation sufficient to confirm the sale or transfer, including contact information for the subsequent purchaser.

46. Defendant will remain liable for his obligations under this Consent Order, regardless of any property sale or transfer.

47. If any property is sold or transferred in a non-arms-length transaction, or to a non-third-party purchaser, that property will remain a Subject Property under this Consent Order and Defendant will remain liable for any violations of this Consent Order for its duration.

### **XIII. DURATION, MODIFICATION, AND ENFORCEMENT**

48. This Consent Order is effective immediately upon its entry by the Court. For purposes of this Order, the phrases “effective date” and “date of this Consent Order” will refer to the date on which the Court enters this Consent Order.

49. Unless otherwise specified or extended pursuant to Paragraph 51, the provisions of this Consent Order will be in effect for a period of five (5) years from the date of this Consent Order. The Court will retain jurisdiction for a period of five (5) years after the effective date, for the purpose of enforcing or interpreting the provisions of this Consent Order, after which time the case will be dismissed with prejudice.

50. The United States and Defendant agree that in the event the Defendant engages in any future violation of the Fair Housing Act, such violation will constitute a “subsequent violation” under 42 U.S.C. § 3614(d)(1)(C)(ii). This provision applies to any future violation, whether resolved voluntarily or through judicial proceedings.

51. Without further order of the Court, the Parties may mutually agree, in writing, to reasonable extensions of time to carry out any provisions of the Consent Order. In addition, the United States may move the Court to extend the terms of this Consent Order in the event of noncompliance with any of its terms, or if the interests of justice so require.

52. The Parties will endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the

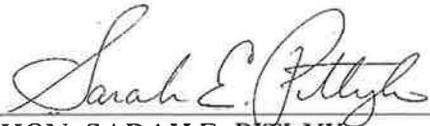
Court for resolution. However, in the event the United States contends that there has been a failure by the Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Order, or otherwise to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance or non-performance of certain acts, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

#### **XIV. MISCELLANEOUS**

53. The Parties agree that as of the effective date of this Consent Order, litigation is not "reasonably foreseeable" concerning the matters described in the United States' Complaint. To the extent that any of the Parties previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described in the Complaint, they are no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any of the Parties of any other obligations imposed by this Consent Order.

54. Except as otherwise provided in Paragraph 52, above, the United States and Defendant will bear his own costs and attorneys' fees associated with this litigation.

**IT IS SO ORDERED** this 19th day of May, 2023.

  
\_\_\_\_\_  
HON. SARAH E. PITLYK  
UNITED STATES DISTRICT JUDGE

May 18  
Dated: \_\_, 2023

Respectfully submitted,

FOR PLAINTIFF UNITED STATES OF AMERICA:

SAYLER A. FLEMING  
United States Attorney  
Eastern District of Missouri

KRISTEN CLARKE  
Assistant Attorney General  
Civil Rights Division

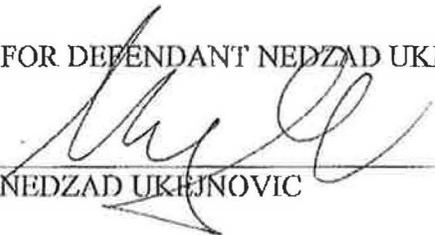
SAMEENA SHINA MAJEED  
Chief

/s/ Regan Hildebrand  
REGAN HILDEBRAND  
Assistant U.S. Attorney  
Civil Rights Coordinator  
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Eastern District of Missouri  
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Attorneys for Plaintiff  
United States of America

FOR DEFENDANT NEDZAD UKEJNOVIC:

  
NEDZAD UKEJNOVIC

**Attachment A**

List of Residential Rental Properties

3337 Delor Street, St. Louis, Missouri 63111  
3730 Tholozan Avenue, St. Louis, Missouri 63116  
3732 Tholozan Avenue, St. Louis, Missouri 63116  
336 Lagro Avenue, St. Louis, Missouri 63125  
4978 Tholozan Avenue, St. Louis, Missouri 63116  
3823 Neosho Street, St. Louis, Missouri 63116  
3819 McRee Avenue, St. Louis, Missouri 63110  
3741 Virginia Avenue, St. Louis, Missouri 63118  
4159 Schiller Place, St. Louis, Missouri 63116  
4743 Ray Avenue, St. Louis, Missouri 63116  
5668 Greer Avenue, St. Louis, Missouri 63120  
3545 Iowa Avenue, St. Louis, Missouri 63118

**Attachment B**

Employee/Agent Training Acknowledgment

I hereby acknowledge that on \_\_\_\_\_, I completed training conducted by \_\_\_\_\_ on the requirements of the federal Fair Housing Act and the Consent Order entered by the United States District Court for the Eastern District of Missouri in *United States v. Nedzad Ukejnovic*, 4:22-CV-00993 (E.D. Mo.). I have also received and read a copy of that Consent Order. My attendance at the training occurred during the following time frame: [insert starting and ending times].

I understand my obligation to not discriminate against any person in any aspect of the rental of a residential dwelling because of sex, race, color, religion, national origin, disability, or familial status (having children under age 18).

I also understand my obligation not to retaliate against any individual for exercising a right protected by the Fair Housing Act.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Date

**Attachment C**

Employee Acknowledgement Form

I affirm that I, \_\_\_\_\_, received a copy of and read the Nondiscrimination Policy and Complaint Procedure adopted for residential rental properties owned or managed by Nedzad Ukejnovic. I further affirm that I have had the opportunity to ask questions about the Nondiscrimination Policy and Complaint Procedure, and agree that any questions have been answered to my satisfaction. I agree to abide by the Nondiscrimination Policy and Complaint Procedure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Date

**Attachment D**

Release of Claims

In consideration for the Parties' agreement to the terms of the Consent Order they entered into in the case of *United States v. Nedzad Ukejnovic*, 4:22-CV-00993 (E.D. Mo.), as approved by the United States District Court for the Eastern District of Missouri, and in consideration for the payment of \$ \_\_\_\_\_, I, \_\_\_\_\_, individually and on behalf of my minor children, do hereby fully release and forever discharge Nedzad Ukejnovic, UNA Properties Management, LLC, and UNA, LLC from any and all fair housing claims based on the facts set forth, or which could have been set forth, in the Complaint in the action named above, and in any complaint filed with the United States Department of Housing and Urban Development, that I or my minor children may have had against Nedzad Ukejnovic, UNA Properties Management, LLC, and/or UNA, LLC as of the entry of the Consent Order. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

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***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

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**Attachment E**

Release of Claims

In consideration for the Parties' agreement to the terms of the Consent Order they entered into in the case of *United States v. Nedzad Ukejnovic*, 4:22-CV-00993 (E.D. Mo.), as approved by the United States District Court for the Eastern District of Missouri, and in consideration for the payment of \$ \_\_\_\_\_, I, \_\_\_\_\_, as duly authorized representative for Metropolitan St. Louis Equal Housing Opportunity Council, do hereby fully release and forever discharge Nedzad Ukejnovic, UNA Properties Management, LLC, and UNA, LLC from any and all fair housing claims based on the facts set forth, or which could have been set forth, in the Complaint in the action named above, and in any complaint filed with the United States Department of Housing and Urban Development, that Metropolitan St. Louis Equal Housing Opportunity Council may have had against Nedzad Ukejnovic, UNA Properties Management, LLC, and UNA, LLC as of the entry of the Consent Order. I, as a representative authorized to bind Metropolitan St. Louis Equal Housing Opportunity Council, hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**Attachment F**

<b><u>Aggrieved Person's Initials</u></b>	<b><u>Amount</u></b>
1. S.E.	\$24,000
2. H.R.	\$16,000

**Attachment G**

Release of Claims

In consideration for the Parties' agreement to the terms of the Consent Order they entered into in the case of *United States v. Nedzad Ukejnovic*, 4:22-CV-00993 (E.D. Mo.), as approved by the United States District Court for the Eastern District of Missouri, and in consideration for the payment of \$ \_\_\_\_\_, I, \_\_\_\_\_, do hereby fully release and forever discharge Nedzad Ukejnovic from any and all fair housing claims based on the facts set forth, or which could have been set forth, in the Complaint in the action named above that I may have had against Nedzad Ukejnovic as of the entry of the Consent Order. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title