

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

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| UNITED STATES OF AMERICA, |) | |
| |) | |
| |) | COMPLAINT FOR A CIVIL CASE |
| Plaintiff, |) | |
| |) | Case No. 4:22-cv-993 |
| v. |) | |
| |) | JURY TRIAL DEMANDED |
| NEDZAD UKEJNOVIC, |) | |
| |) | |
| Defendant. |) | |
| |) | |

The United States of America (“United States”) alleges as follows:

I. NATURE OF THIS ACTION

1. The United States brings this action to enforce the provisions of Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601, *et seq.* (the “Fair Housing Act” or “FHA”).

2. The United States brings this action under 42 U.S.C. § 3612(o) on behalf of Amanda Young, her three minor children, and Metropolitan St. Louis Equal Housing Opportunity Council (“EHOC”) and under 42 U.S.C. § 3614(a).

II. JURISDICTION AND VENUE

3. This Court has subject-matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 3612(o)(1) and 3614(a).

4. Venue is proper in this District under 28 U.S.C. § 1391(b) because the events or omissions giving rise to the United States’ claims occurred in the Eastern District of Missouri, and the Defendant resides there.

III. FACTUAL ALLEGATIONS

5. Defendant Nedzad Ukejnovic (hereinafter “Defendant”) is a resident of Saint Louis, Missouri.

6. At all times relevant to this action, Defendant owned and/or operated several residential rental properties in Saint Louis, Missouri, including 2843 Miami Street, 4252 Humphrey Street, and 5701 Labadie Avenue (the “subject properties”).

7. The subject properties are “dwellings” within the meaning of 42 U.S.C. § 3602(b).

8. At all times relevant to this action, Defendant performed management duties at the subject properties, including but not limited to, showing the properties to prospective tenants, selecting tenants, setting rates for rent and security deposits, collecting rent, receiving maintenance requests, communicating with tenants regarding difficulties paying rent, and initiating eviction proceedings.

9. At all times relevant to this action, Amanda Young lived at 2843 Miami Street.

10. When Amanda Young first moved into 2843 Miami Street, she resided there with her husband and three young children.

11. In early 2018, after learning that Ms. Young’s husband had moved out, Defendant started making unwanted comments about Ms. Young’s physical appearance.

12. Defendant also started to come to Ms. Young’s home uninvited to pick up rent in the evenings, sometimes as late as 9:00 pm.

13. In July 2018, Ms. Young was only able to make a partial payment by the date rent was due.

14. Within a week of Ms. Young being late on the rent, and throughout the month of July 2018, Defendant asked her for sex in exchange for rent. At first, Defendant verbally told her she needed to “do something,” explaining, “you know what that means.” Defendant’s requests then became explicit. He asked Ms. Young to “suck [his] d***,” meet him in the basement of her home for sex, and send him photos of her “p***y.”

15. Ms. Young did not submit to Defendant’s demands.

16. In August 2018, Ms. Young paid her full rent for the month, but still owed a partial payment for July.

17. On or around August 3, 2018, Defendant went to Ms. Young’s home, demanding the money that she owed him and threatening to evict her.

18. During that conversation, Ms. Young asked Defendant what he wanted her to do, since she did not have the money. Defendant responded “You know what you can do,” or words to that effect. Ms. Young understood Defendant to be asking for her to engage in sexual activity with him in exchange for rent.

19. Ms. Young refused Defendant’s demand, and he left.

20. On or around August 5, 2018, Defendant called Ms. Young and told her that to avoid eviction he wanted her to have sex with him in the basement of her home, send him explicit photos of herself, or give him “some head.”

21. Ms. Young rejected Defendant’s demands.

22. On August 7, 2018, and again on August 10, 2018, Defendant texted Ms. Young “Pics??”

23. Ms. Young understood Defendant to be asking her to send him sexually explicit photos of herself in exchange for rent abatement and foregoing eviction.

24. On August 10, 2018, after receiving the texts, Ms. Young acquiesced to Defendant's repeated requests by texting him three partially nude photos of herself.

25. Ms. Young sent the photos because she feared Defendant would evict her and she felt like she had no choice.

26. On August 10, 2018, after receiving the photos, Defendant responded, texting back "more pls" and "I jack off."

27. Ms. Young did not send any additional photos. Instead, on August 10, 2018, Ms. Young texted back "That's all I have tomorrow just make sure you have whatchu (sic) said you was going to have," referring to a receipt Defendant had promised to give her showing she had paid all of the rent she owed.

28. Defendant did not respond to Ms. Young's text message referencing the rent receipt he promised.

29. Later on August 10, 2018, Defendant texted "Do you give me head?" Ms. Young did not respond.

30. During August 2018, there were occasions when Defendant came to Ms. Young's home to complete various repairs.

31. On these occasions, Defendant made unwelcome sexual remarks to Ms. Young, including, "I'd like to f*** you," and "you make my d*** hard." He also attempted to brush up against her body.

32. On one of these occasions, and in the presence of Ms. Young's then nine-year-old son, Defendant grabbed Ms. Young between her legs. His hand touched her vagina, over her clothes. Ms. Young's son saw Defendant touch his mother. Defendant then asked Ms. Young to follow him to the basement to have sex. She did not follow him.

33. Between August 15, 2018, and September 5, 2018, Defendant texted Ms. Young six times saying, “Call me” or “?????”

34. Based on all of Defendant’s prior sexual advances, Ms. Young understood these texts to mean that Defendant wanted to meet her to have sex. Ms. Young did not respond to these texts.

35. On September 5, 2018, Ms. Young sent Defendant a text stating she regretted having sent him photos of herself, which she had done in response to his demands and to avoid eviction.

36. Defendant did not respond to Ms. Young’s text.

37. On or around September 14, 2018, when Defendant was at Ms. Young’s home to discuss repairing her windows, Defendant asked Ms. Young for the money she owed him and then asked three times, “can I touch you?”

38. Ms. Young rejected Defendant’s advances, telling him that he upset her when he “touched” her in front of her son, referring to the incident in August 2018 when Defendant grabbed Ms. Young between the legs and asked her to go to the basement to have sex.

39. On September 25, 2018, Defendant texted Ms. Young to say that if she did not pay her balance by the following day he would start the eviction process.

40. On or around October 3, 2018, Ms. Young moved out of 2843 Miami Street because she was unable to tolerate Defendant’s continued harassment. She knew that Defendant could access her home at any time and she felt that she and her children were not safe living there.

41. Defendant’s actions were unwanted, unsolicited and unwelcomed by Ms. Young.

42. The above-described actions and conduct of Defendant caused Ms. Young to suffer physical harm, fear, anxiety, emotional distress, and economic harm. The above-described actions and conduct of Defendant caused Ms. Young's children to suffer emotional distress.

43. Metropolitan St. Louis Equal Housing Opportunity Council is a private, not-for-profit organization whose mission is to ensure equal access to housing and places of public accommodation for all people through education, counseling, investigation, and enforcement.

44. On or around September 20, 2018, Ms. Young reported Defendant's sexual harassment to EHOC.

45. EHOC investigated Ms. Young's allegations by conducting a door-to-door survey at Defendant's multiple residential rental properties, interviewing multiple tenants and witnesses, and contacting nearby organizations that may have received reports of sexual harassment.

46. EHOC assisted Ms. Young with the filing of her HUD complaint.

47. In response to Defendant's conduct, after learning about it from Ms. Young, EHOC also created an education and action plan for the affected community.

48. As part of its efforts, and between February 2019 and June 2019, EHOC presented six sexual harassment trainings to shelters and other service providers, created and ran a new social media advertisement on sexual harassment in housing, and printed and distributed informational materials on sexual harassment in housing.

49. Defendant's conduct caused EHOC to suffer damages, including a frustration of mission and diversion of resources away from other activities such as education, outreach, and fair housing investigation and enforcement.

50. 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. The harassment included, but was not limited to:

- a. Making unwelcome sexual advances to female tenants;
- b. Staring in a sexual way at female tenants' breasts and buttocks;
- c. Offering to grant tangible housing benefits – such as reduced rent or security deposits – to female tenants in exchange for sex acts;
- d. Subjecting female tenants to unwelcome sexual touching;
- e. Attempting to touch female tenants in a sexual manner without their consent; and
- f. Visiting and entering female tenants' homes for no legitimate purpose.

51. For example, in or around July 2016, Defendant repeatedly visited a female tenant's home uninvited and unannounced. The tenant lived at one of the subject properties. On one of these visits, Defendant asked her out on a date. On another visit, he touched her breast and made unwelcome statements to communicate that if she engaged in sexual activity with him, he would forgive the remainder of the security deposit that she owed. He did this in the presence of the tenant's young son. And on another visit, Defendant attempted to touch her buttocks. The female tenant rejected all of his sexual advances and asked her mother and a male friend to move in to reduce her chances of being alone with Defendant. In August 2016, after Defendant again suggested that he would reduce her rent if she engaged in sexual activity with him, the tenant moved out because she did not feel safe.

52. In addition, in or around 2021, when Defendant met with a female tenant who was preparing to move into one of the subject properties, he told her she could pay rent in a “different

way” and stared at her buttocks and breasts in a sexual manner. The tenant understood Defendant’s statement and conduct to mean he was asking her to engage in sexual activity with him in exchange for rent. She rejected his sexual advance. Throughout her tenancy, when Defendant visited her home to collect rent, he insisted on entering her home. Once inside, Defendant would linger for no legitimate purpose and look at her in a sexual manner. This caused the tenant to fear for her safety, as well as for the safety of her teenage daughter. Fearful for her daughter, the tenant made sure that her daughter stayed in her room, out of Defendant’s view, when Defendant visited their home.

IV. HUD ADMINISTRATIVE PROCESS

53. On June 13, 2019, Ms. Young and EHOc filed timely fair housing complaints against Defendant with the United States Department of Housing and Urban Development (“HUD”).

54. Pursuant to 42 U.S.C. § 3610, the Secretary of HUD conducted and completed an investigation of the complaints, attempted conciliation without success, and prepared final investigative reports. Based upon the information gathered in the investigation, the Secretary determined that reasonable cause existed to believe that Defendant violated the Fair Housing Act. Therefore, on March 18, 2022, the Secretary issued a Charge of Discrimination, pursuant to 42 U.S.C. § 3610(g)(2)(A), charging Defendant with engaging in discriminatory housing practices on the basis of sex.

55. On March 23, 2022, Ms. Young and EHOc elected to have the claims asserted in the HUD Charge of Discrimination resolved in a civil action pursuant to 42 U.S.C. § 3612(a). On the same date, an Administrative Law Judge issued a Notice of Election to Proceed in United States Federal District Court.

56. Following this Notice of Election, the Secretary of HUD authorized the Attorney General to commence a civil action, pursuant to 42 U.S.C. § 3612(o).

57. On April 13, 2022, the parties executed a tolling agreement to toll the statute of limitation for filing this complaint from April 22, 2022, to May 23, 2022. On May 11, 2022, the parties executed an amendment to the tolling agreement extending the statute of limitation for filing this complaint from May 23, 2022, to July 22, 2022. On July 14, 2022, the parties executed an amendment to the tolling agreement extending the statute of limitations for filing this complaint from July 22, 2022, to September 23, 2022.

V. CLAIM FOR RELIEF

COUNT I

58. Plaintiff realleges and incorporates by reference herein the allegations described above.

59. By the actions and statements 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.

60. Ms. Young and her children are “aggrieved persons” as defined in 42 U.S.C. § 3602(i), and have suffered damages as a result of Defendant’s discriminatory conduct.

61. EHOC is an “aggrieved person” as defined in 42 U.S.C. § 3602(i), and has suffered damages as a result of Defendant’s discriminatory conduct.

62. Defendant’s discriminatory conduct was intentional, willful, and taken in reckless disregard of the law.

COUNT II

63. Plaintiff realleges and incorporates by reference herein the allegations described above.

64. By the actions and statements described above, Defendant’s conduct constitutes a denial to a group of persons of rights granted by the Fair Housing Act that raises an issue of general public importance.

65. Female tenants and family members living with them have been injured by the Defendant’s discriminatory conduct. These persons are “aggrieved persons” as defined in 42 U.S.C. § 3602(i), and has suffered damages as a result of Defendant’s discriminatory conduct.

66. Defendant’s discriminatory conduct was intentional, willful, and taken in reckless disregard of the law.

VI. PRAYER FOR RELIEF

WHEREFORE, the United States prays that the Court enter judgment against Defendant and requests relief as follows:

1. Declares that Defendant's actions, policies, and practices, as alleged in this Complaint, violate the Fair Housing Act;
2. Enjoins Defendant, his agents, employees, and successors, and all other persons in active concert or participation with him, from:
 - a. Engaging in discrimination on the basis of sex in any aspect of the rental or lease of a dwelling;
 - b. Coercing, intimidating, threatening, or interfering with persons in the exercise or enjoyment of, or on account of their having exercised or enjoyed, their rights granted or protected by the Fair Housing Act;
 - c. Failing or refusing to take such affirmative steps as may be necessary to restore the aggrieved persons, as nearly as practicable, to the position they would have been in but for the discriminatory conduct; and
 - d. Failing or refusing to take such affirmative steps as may be necessary to prevent the recurrence of any discriminatory conduct in the future and to eliminate, to the extent practicable, the effects of Defendant's unlawful housing practices;
3. Awards monetary damages to Ms. Young, her children, and EHOc in accordance with 42 U.S.C. §§ 3612(o)(3) and 3613(c)(1);
4. Awards monetary damages to each additional person aggrieved by the Defendant's discriminatory conduct, as authorized by 42 U.S.C. § 3614(d)(1)(B);
5. Assesses a civil penalty against the Defendant to vindicate the public interest, as authorized by 42 U.S.C. § 3614(d)(1)(C) and 28 C.F.R. § 85.3(b)(3); and
6. Awards such additional relief as the interests of justice may require.

Dated: September 22, 2022

Respectfully submitted,

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