

JURY TRIAL DEMANDED

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

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| UNITED STATES OF AMERICA, |) | |
| |) | |
| Plaintiff, |) | COMPLAINT FOR A CIVIL CASE |
| |) | |
| v. |) | Case No. 4:19-cv-2644 |
| |) | |
| LOUIS A. RUPP, II in his individual capacity; |) | |
| and LOUIS A. RUPP, II and PAULINE RUPP |) | |
| in their capacity as trustees for the Louis A. |) | |
| Rupp II Revocable Trust, |) | |
| |) | |
| Defendants. |) | |
| |) | |

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

I. NATURE OF THIS ACTION

1. This action is brought by the United States to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (“Fair Housing Act”), 42 U.S.C. §§ 3601-3631. It is brought on behalf of Laura Erwin, Martin Teal, and their minor children (the “Erwin-Teals”), pursuant to 42 U.S.C. § 3612(o).

1 **II. JURISDICTION AND VENUE**

2 2. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1345 and 42
3 U.S.C. § 3612(o).

4 3. The United States District Court for the Eastern District of Missouri, Eastern
5 Division, is a proper venue for this action under 28 U.S.C. § 1391(b) because all or a substantial
6 part of the events giving rise to this action occurred in this district and this division, this action
7 concerns real property located in this district and this division, and all defendants reside within
8 this district and this division.

9 **III. PARTIES AND SUBJECT APARTMENT PROPERTY**

10 4. The Erwin-Teals are a married couple who reside in St. Louis, MO. At the time
11 of the alleged discriminatory acts described herein, they were engaged to be married and had one
12 minor child, “B__,”¹ who was born in 2010 and, later, a second minor child, “M__,” who was
13 born in 2017.

14 5. At all times relevant to this Complaint, the Louis A. Rupp II Revocable Trust was
15 the owner of the residential four-plex apartment property located at 6626 Devonshire Ave., St.
16 Louis, MO 63109.

17 6. At all times relevant to this Complaint, Defendants Louis A. Rupp II (“Defendant
18 Louis Rupp”) and Pauline Rupp (“Defendant Pauline Rupp”) were registered trustees for the
19 Louis A. Rupp II Revocable Trust. They reside at 2891 Fox Fire Drive, St. Louis, MO, 63129.

20 7. At all times relevant to this Complaint, the apartment property at 6626
21 Devonshire Ave. was used as a residential rental property.

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¹ The full first names of the Erwin-Teals’ minor children are redacted in this Complaint and Exhibits. Personally identifiable information has also been redacted in the Exhibits.

1 8. Between March 2016 and July 2017, the Erwin-Teals rented the two-bedroom
2 apartment located at 6626 Devonshire Ave., Unit 1W, St. Louis, MO, 63109 (“Unit 1W”), from
3 Defendants.

4 9. The apartment property at 6626 Devonshire Ave., including Unit 1W, is a
5 “dwelling,” as defined by 42 U.S.C. § 3602(b).

6 10. At all times relevant to this Complaint, Defendant Louis Rupp acted as rental
7 agent and property manager for the apartment property at 6626 Devonshire Ave. and was
8 responsible for the rental, leasing, and management of that property.

9 11. At all times relevant to this Complaint, Defendant Louis Rupp was acting as an
10 agent of the Louis A. Rupp II Revocable Trust, within the scope of his authority, and had actual
11 or apparent authority from the Louis A. Rupp II Revocable Trust to engage in the leasing, rental,
12 and management of the apartment property at 6626 Devonshire Ave.

13 **IV. DEFENDANTS’ DISCRIMINATORY HOUSING PRACTICES**

14 12. In or around February 2016, Laura Erwin and Martin Teal each completed an
15 application form entitled “Application for Lease of Apartment” (“Application”), which was
16 provided to them by Defendant Louis Rupp, to rent apartment Unit 1W at 6626 Devonshire Ave.
17 and returned the completed form to Defendant Louis Rupp.

18 13. The Application states, “Important Notice to All Applicants NO PETS OR
19 CHILDREN ARE PERMITTED.”

20 14. The Application also asks for the name, relationship, age, and sex of other persons
21 in the household. In response, both Laura Erwin’s and Martin Teal’s completed application form
22 lists “B__ Teal,” stating that his relationship is “son,” his age is 6, and his sex is male.
23

1 15. A true and correct copy of the completed Application described above in paragraphs
2 12 to 14 is attached as Exhibit 1.

3 16. On February 12, 2016, Laura Erwin and Martin Teal (as tenants) and Defendant
4 Louis Rupp (as lesser) executed a lease agreement (“Lease Agreement”) to rent Unit 1W
5 beginning on March 1, 2016. The Lease Agreement states that it has a one-year term, ending the
6 last day of the month, *i.e.*, February 28, 2017.

7 17. The Lease Agreement states, “NO CHILDREN” (capitalization in original).

8 18. The Lease Agreement lists “Names of all Persons who will occupy apartment: 1.
9 Martin Teal, 2. Laura Erwin, 3. B__ Teal.”

10 19. The Lease Agreement includes handwritten “Additions/Amendments,” including
11 the following provision: “This lease contract is being entered on a trial basis in consideration of
12 the ‘no children’ clause in the contract and the building must be quite [sic] at all times.”

13 20. A true and correct copy of the Lease Agreement described above in paragraphs 16 to
14 19 is attached as Exhibit 2.

15 21. From March 1, 2016, through February 28, 2017, the Erwin-Teals resided in Unit
16 1W pursuant to the Lease Agreement.

17 22. After the lease agreement expired on February 28, 2017, the Erwin-Teals
18 continued to rent Unit 1W on a month-to-month basis.

19 23. On or about May 8, 2017, Defendant Louis Rupp provided the Erwin-Teals a
20 letter dated May 8, 2017, which enclosed a signed Lease Contract Extension and invited them to
21 sign a new one-year lease extension.

22 24. The May 8, 2017 letter stated, in part: “Since your lease contact expired on
23 February 28, 2017 and since we are in high hopes that you will continue your leasing of the

1 apartment at 6626 Devonshire Ave., we are forwarding the enclosed lease extension contract for
2 your signatures. The period of the lease extension will be May 1, 2017 until April 30, 2018 and
3 the lease payment will remain the same.”

4 25. The Lease Contract Extension enclosed with the May 8, 2017 letter was signed by
5 Defendant Louis Rupp on May 8, 2017. It provides: “This is to record that Martin Teal and
6 Laura Erwin are extending the current lease contract for the apartment located at 6626
7 Devonshire Ave. – 1W at a monthly lease payment of \$750.00 for the period starting May 1,
8 2017 and extending until April 30, 2018. All conditions and terms of the initial lease contract
9 signed on February 12, 2016 will remain and prevail.”

10 26. A true and correct copy of the May 8, 2017 letter and enclosed Lease Contract
11 Extension referred to above in paragraphs 23 to 25 is attached as Exhibit 3.

12 27. On May 10, 2017, the Erwin-Teals signed and returned the Lease Contract
13 Extension to Defendant Louis Rupp.

14 28. On May 25, 2017, the Erwin-Teals’ second child, M__, was born.

15 29. Defendant Louis Rupp was not aware that the Erwin-Teals were expecting a
16 second child before he offered the Lease Contract Extension on May 8, 2017. He became aware
17 of the birth of the second child only shortly after she was born.

18 30. On or about June 12, 2017, Defendant Louis Rupp provided the Erwin-Teals a
19 letter dated June 12, 2017 and captioned “Subjects: June Lease Payment/Broken Lease
20 Agreement/Notice to Vacate Apartment no Later than July 31, 2017.”

21 31. The June 12, 2017 letter stated that the Erwin-Teals’ June rent and corresponding
22 late fees had been received late and they owed late fees.

23 32. The June 12, 2017 letter stated further:

1 More importantly, also included with the rent payment was a lease extension memo
2 that was hand delivered to the apartment on May 8, 2017 and signed by both of you
3 on May 10, 2017. In the lease contract extension, it plainly states “all conditions
and terms of the initial lease contract, signed on February 12, 2016 will remain and
prevail.”

4 As a review of the February 12, 1917 [sic] lease contract will show, in BOLD
5 PRINT; **NO PETS, NO CHILDREN, AND NO HEAVY APPLIANCES** are
allowed.

6 At the time of your initially [sic] leasing of the apartment, you indicated that a son
7 would be occasionally staying overnight. It has come to our attention that was a
8 total misrepresentation of the situation since the child has been living full time at
9 the apartment during the past year.

10 In addition, during the past two (2) week [sic], Laura has given birth to a girl who
11 is also now living at the apartment.

12 In light of the above situation and your total disregard for the terms and conditions
13 of your lease contract; [sic] we have no alternative than to not extend the lease
14 contract signed on February 12, 2016, and to terminate your occupancy of
15 apartment 1W located at 6626 Devonshire on or before, but no later than July 31,
16 2017.

17 Your failure to comply will result in legal action to have you removed from the
18 apartment totally at your expense.

19 (capitalization and emphasis in original.)

20 33. A true and correct copy of the June 12, 2017 letter referred to above in paragraphs
21 30 to 32 is attached as Exhibit 4.

22 34. In or around late June, 2017, at some point after he had received the June 12,
23 2017 letter, Martin Teal encountered Defendant Louis Rupp at the 6626 Devonshire Ave.
property. Mr. Teal explained that it was not realistic for the Erwin-Teals to move out by the end
of July and asked if they could be given six months before being forced to vacate the property.
Defendant Louis Rupp refused to allow the Erwin-Teals more time before vacating.

35. During this conversation, Martin Teal also explained that Defendant Louis Rupp had
waived his “no children” policy for them in the Lease Agreement. Defendant Louis Rupp denied

1 that he had done so. Martin Teal attempted to show Defendant Louis Rupp a copy of their Lease
2 Agreement on Mr. Teal's phone. But Defendant Louis Rupp refused to look at the Lease
3 Agreement and told Mr. Teal he did not want to speak with him anymore.

4 36. On or about July 7, 2017, Defendant Louis Rupp provided the Erwin-Teals a
5 letter dated July 7, 2017, and captioned "Subject: July Lease payment/June – July Late Fees."
6 The July 7, 2017 letter stated that the Erwin-Teals owed their July rent and late fees for June and
7 July rent. It also stated: "In addition, we are enclosing a copy of the letter you received on June
8 12, 2017 requesting your vacating the apartment on or before July 31, 2017, due to the stated
9 reasons."

10 37. A true and correct copy of the July 7, 2017 letter referred to above in paragraph
11 36 is attached as Exhibit 5.

12 38. On or around July 7, 2017, Laura Erwin telephoned the Rupps, hoping to speak
13 with Defendant Louis Rupp about the notice to vacate. She reached Defendant Pauline Rupp by
14 telephone instead. During this phone call, Ms. Erwin was crying and told Defendant Pauline
15 Rupp that she had just a baby and that the Rupps had renewed their lease. Defendant Pauline
16 Rupp responded that the Erwin-Teals did not have a lease.

17 39. On or about July 9, 2017, Defendant Louis Rupp provided the Erwin-Teals a
18 letter dated July 9, 2017, and captioned "Subject: July Lease Payment/June-July Late
19 Fees/Notice to Vacate Apartment no Later than July 31, 2017." That letter referenced Laura
20 Erwin's "request to my wife on Friday July 7, 2017 to call you" and stated that "[m]y wife
21 mentioned you referenced your lease."

22 40. The July 9, 2017 letter stated further: "I believe a review of our June 12, 2017
23 letter (copy enclosed) would plainly indicate that at present, you and Martin Do Not Have a

1 Lease contract for the apartment at 6626 Devonshire Ave. based on the reasons stated and the
2 fact that your lease expired in February, 2017.” (emphasis in original).

3 41. The July 9, 2017 letter stated further that Defendants had served notice to vacate
4 by July 31, 2017 and that late fees for July would continue to accrue. The letter stated that if
5 Defendants had not received the amount due in full by July 15, they would initiate a legal
6 eviction action at the Erwin-Teals’ expense.

7 42. A true and correct copy of the July 9, 2017 letter referred to above in paragraphs
8 39 to 41 is attached as Exhibit 6.

9 43. At some point during July 2017, Defendant Louis Rupp initiated eviction
10 proceedings in state court against the Erwin-Teals.

11 44. On July 13, 2017, Defendant Louis Rupp filed an action in Missouri Circuit Court
12 against the Erwin-Teals seeking \$830 in unpaid rent for June and July 2017. That court later
13 awarded a judgment of \$750 for back rent for July 2017, on August 18, 2017. The Erwin-Teals
14 paid this judgment in full.

15 45. On or around July 30, 2017, the Erwin-Teals vacated Unit 1W.

16 46. City of St. Louis “Housing Conservation District Section” Certificates of
17 Inspection issued on November 30, 2015 and August 30, 2017 indicate that Unit 1W has an
18 occupancy limit of three persons.

19 47. Unit 1W is located within the legal boundaries of the City of St. Louis. At all
20 times relevant to this Complaint, it was subject to the requirements of Title 25, Chapter 25.56 of
21 the City of St. Louis Code of Ordinances. *See* City of St. Louis Code of Ordinances, Title 25,
22 Chapter 25.56.010.

1 54. On August 22, 2017, an investigator from the Missouri Commission on Human
2 Rights interviewed Defendant Louis Rupp. During this interview, Defendant Louis Rupp
3 admitted that the reason he terminated the Erwin-Teals' tenancy was that they had had a second
4 child. Specifically, he stated that what "triggered" problems was that "she [Ms. Erwin] became
5 pregnant again," and "pop[ped] up with the second one [child] and I said this cannot go on." He
6 also stated in this same interview that there were "a lot of issues," but "this was the straw that
7 broke the camel's back," and that "it was a combination of things, but the reason I gave them the
8 notice to vacate were [sic] the children."

9 55. On September 28, 2017, the Erwin-Teals amended their complaint to name
10 Defendant Pauline Rupp as a respondent.

11 56. On or around June 13, 2018, the Missouri Commission on Human Rights referred
12 the investigation back to HUD because it no longer qualified as a substantially equivalent state
13 agency under 42 U.S.C. § 3610(f).

14 57. Between June 2018 and July 2019, pursuant to 42 U.S.C. §§ 3610(a) and (b),
15 HUD conducted and completed an investigation of the Erwin-Teals' complaint and attempted
16 conciliation between the parties without success.

17 58. On or around November 2, 2018, the Defendants, through counsel, sent HUD a
18 letter dated November 2, 2018. In that letter, they asserted for the first time that the basis for
19 Defendant Louis Rupp's notice to vacate and his termination of the Erwin-Teals' occupancy was
20 because the addition of their second child to the household resulted in a violation of St. Louis
21 City occupancy rules or requirements.

22 59. On December 12, 2018, an investigator from HUD interviewed Defendant Louis
23 Rupp, with counsel present. Defendant Louis Rupp admitted during this interview that he has

1 been using the same form Lease Agreement that he used with the Erwin-Teals containing the
2 provision “NO CHILDREN” for 45 years.

3 60. On March 6, 2019, the Erwin-Teals amended their complaint again to add and
4 clarify allegations and name the Louis A. Rupp II Revocable Trust as a respondent and name
5 Defendants Louis Rupp and Pauline Rupp in their capacities as trustees and individuals.

6 61. On or about July 11, 2019, based on the information gathered in the
7 administrative investigation, the Secretary of HUD, pursuant to 42 U.S.C. § 3610(g)(1),
8 determined that reasonable cause existed to believe that the Louis A. Rupp II Revocable Trust,
9 Defendant Louis Rupp, and Defendant Pauline Rupp had engaged in illegal discriminatory
10 housing practices. Accordingly, on July 11, 2019, the Secretary of HUD issued a Charge of
11 Discrimination, pursuant to 42 U.S.C. § 3610(g).

12 62. The Secretary of HUD charged the Louis A. Rupp II Revocable Trust and
13 Defendants Louis Rupp and Pauline Rupp with violations of 42 U.S.C. § 3604(a), (b), and (c).

14 63. On July 30, 2019, Defendants, through counsel, timely elected to have these
15 charges resolved in a federal civil action, pursuant to 42 U.S.C. § 3612(a). On July 31, 2019, an
16 Administrative Law Judge terminated HUD’s jurisdiction.

17 64. The Secretary of HUD subsequently authorized the Attorney General to file this
18 action on behalf of the Erwin-Teals, pursuant to 42 U.S.C. § 3612(o).

19 65. On August 13, 2019, the United States and the Defendants executed an agreement
20 that tolled the expiration of any statute of limitations in this action until September 27, 2019.

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CLAIM FOR RELIEF

66. Paragraphs 1 through 65 are realleged and incorporated by reference.

67. Defendant Louis Rupp personally performed the discriminatory conduct described above within the scope of his capacity as rental agent and property manager for Unit 1W, as agent for the property owner, the Louis A. Rupp II Revocable Trust.

68. Defendants Louis Rupp and Pauline Rupp are liable for the discriminatory conduct described above in their capacity as trustees for the Louis A. Rupp II Revocable Trust.

69. By the conduct referred to in the foregoing paragraphs, Defendants have:

a. Refused to rent after the making of a bona fide offer, refused to negotiate for the rental of, or otherwise made unavailable or denied, a dwelling

because of familial status, in violation of 42 U.S.C. § 3604(a);

b. Discriminated in the terms, conditions, or privileges of rental of a dwelling because of familial status, in violation of 42 U.S.C. § 3604(b); and

c. Made statements with respect to a dwelling that indicate a preference, limitation, or discrimination based on familial status, or an intention to make such preference, limitation, or discrimination, in violation of 42 U.S.C. § 3604(c).

70. As a result of Defendants' conduct, the Erwin-Teals and their minor children have suffered damages and are "aggrieved persons" within the meaning of 42 U.S.C. § 3602(i).

71. Defendants' conduct described herein was intentional, willful, and taken in reckless disregard for the rights of the Erwin-Teals and their minor children.

1 **PRAYER FOR RELIEF**

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

- 4 a) A declaration that the Defendants' actions, policies and practices, as alleged herein,
5 violate the Fair Housing Act;
- 6 b) An injunction against Defendants, their agents, employees, and successors, and all
7 other persons in active concert or participation with any of them, prohibiting them
8 from:
- 9 i. discriminating on the basis of familial status in any aspect of the rental of a
10 dwelling;
 - 11 ii. failing or refusing to take such steps as may be necessary to restore, as nearly as
12 practicable, the Erwin-Teals and their minor children to the position they would
13 have been in but for the discriminatory conduct; and
 - 14 iii. failing or refusing to take such steps as may be necessary to prevent the
15 recurrence of any discriminatory conduct in the future and to eliminate, to the
16 extent practicable, the effects of Defendants' unlawful housing practices.
- 17 c) An award of monetary damages to the Erwin-Teals and their minor children, who
18 were injured by the Defendants' discriminatory practices, pursuant to 42 U.S.C. §§
19 3612(o) and 3613(c).
- 20 d) Such additional relief as the interests of justice may require.
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1 Dated this 26th day of September, 2019.

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3 Respectfully submitted,

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