

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	
)	CIVIL ACTION NO. _____
THOMAS M. MEYER,)	
THOS. L. MEYER REALTY CO.,)	COMPLAINT AND
WILLIAM T. JOINER REVOCABLE TRUST,)	DEMAND FOR JURY TRIAL
AND)	
RICHARD G. STEELE, TRUSTEE)	
WILLIAM T. JOINER REVOCABLE TRUST)	
)	
)	
Defendants.)	
_____)	

COMPLAINT

The United States of America alleges as follows:

NATURE OF ACTION

1. The United States brings this action to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601, *et seq.* (“Fair Housing Act” or “FHA”). This action is brought on behalf of Terrai and Kenneth Lowe and their son, Bryan Lowe, pursuant to 42 U.S.C. § 3612(o).

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3612(o).

3. 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 there, and the property that is the subject of this suit is located there.

PARTIES AND PROPERTY

4. The Subject Property is located at 2712 Independence Street, Apt. 3, Cape Girardeau, Missouri. It is 14-unit multifamily property.
5. Defendant William T. Joiner Revocable Trust ("WJ Revocable Trust") is the property owner.
6. Defendant Richard D. Steele is the Trustee for the WJ Revocable Trust.
7. Defendant Thomas M. Meyer is the property manager and owner of Defendant Thos. L. Meyer Realty Co (d/b/a TLM Realty), the property management company.
8. At all times relevant to the complaint, Defendants Meyer and TLM Realty were responsible for the operation and management of the Subject Property.
9. The Subject Property is a "dwelling" within the meaning of the Fair Housing Act, 42 U.S.C. § 3602(b).
10. At all relevant times, Terrai Lowe is and has been a person with a disability as defined by the Fair Housing Act, 42 U.S.C. § 3602(h). She has been diagnosed with fibromyalgia, post-traumatic stress disorder ("PTSD"), anxiety, and depression. These conditions substantially impair her ability to work and perform tasks related to daily living.
11. At all relevant times, Bryan Lowe, who is Ms. Lowe's son, is and has been a person with a disability as defined by the Fair Housing Act, 42 U.S.C. § 3602(h). He has been diagnosed with cerebral palsy, a physical disability which is visibly apparent. In addition to the mobility challenges cause by this disability, this condition also causes him

anxiety and loneliness, which substantially impairs his ability to perform tasks related to daily living. Bryan Lowe receives Social Security Insurance, related to his disability.

12. Bryan Lowe was under the age of eighteen while he resided at the Subject Property.

During that time, he traveled to and from school on a bus for children with special needs, which picked him up and dropped him off at the Subject Property each day.

13. Terrai and Bryan Lowe have used an emotional support animal since 2017, a dog named Blu Dymond, to help manage the symptoms of their diagnoses. The dog improves Ms. Lowe's sense of safety, attachment, and emotional regulation. The dog also supports Bryan Lowe by reducing anxiety, increasing relaxation, and reducing loneliness.

14. Terrai and Bryan Lowe have multiple letters from medical professionals specifying their need for an assistance animal.

15. Kenneth Lowe is married to Terrai Lowe, is Bryan Lowe's father, and was also a resident at the Subject Property.

DEFENDANTS' DISCRIMINATORY HOUSING PRACTICES

Request for a Reasonable Accommodation

16. On at least six occasions between September 2017 and January 2019, the Lowes informed Defendants in person and/or in writing that they had a disability-related need to live with their assistance dog.

17. Kenneth and Terrai Lowe toured the Subject Property in September 2017. During the tour, they informed the leasing agent that they had a disability-related assistance dog that would be living with them. The Lowes offered to provide documentation related to their need for the assistance dog.

18. During the tour of the Subject Property, the Lowes also informed the leasing agent that they needed a ground floor unit to accommodate Bryan Lowe's disability.
19. The leasing agent informed the Lowes that the Subject Property did not allow tenants to have pets, but that it should not be a problem to have the dog. The agent noted that the property manager was rarely present and a dog could be hidden in the apartment. The leasing agent did not review the documentation offered by the Lowes.
20. The Lowe family moved to a ground-floor unit at the Subject Property, Apartment 3, in November 2017. They signed a lease that contained a provision prohibiting animals from the property.
21. In or around August 2018, Defendant Meyer confronted the Lowe family about the dog. Ms. Lowe informed Defendant Meyer that it was an assistance animal, and offered to provide documentation. Mr. Meyer indicated that the dog was not allowed and that he was not interested in the documentation offered. Following this interaction, the Lowes temporarily relocated the dog to a family member's home.
22. In or around October 2018, Defendant Meyer again approached the family to demand that the dog be removed. At that time, Mr. Lowe informed Defendant Meyer that dog was an assistance animal for Ms. Lowe and their son. Defendant Meyer again insisted that no animals are allowed at the property, and that because he runs the property he can "do what he wants" or words to that effect.
23. In or around November 2018, Defendant Meyer approached Ms. Lowe after seeing the dog at the property. Ms. Lowe again informed Defendant Meyer that the dog was an assistance animal.

24. In or around December 2018, Ms. Lowe submitted her rent payment and included letters from medical professionals discussing her and Bryan's needs for an assistance animal. She also included information about the Fair Housing Act and rights regarding assistance animals from the Humane Society website.
25. Ms. Lowe also carries an identification card for her assistance dog in her wallet. The card identifies Blu Dymond as an "emotional support animal" and lists Ms. Lowe's medical needs as "PTSD, depression, and anxiety." Ms. Lowe reports that she showed this card to Defendant Meyer on at least one occasion.
26. As a result of Defendants' conduct, Terrai and Bryan Lowe had to go without their needed assistance dog for multiple periods between August and November 2018, when they temporarily relocated the dog to deescalate tension with Defendant Meyers. During this time, Ms. Lowe experienced stress and anxiety, and she and her son were denied the therapeutic benefit of having the assistance animal at home.

Defendants' Retaliatory Conduct After Ms. Lowe Asserted Rights Under the Fair Housing Act

27. In or around mid-January 2019, Defendant Meyer contacted Ms. Lowe again to complain about the dog and threatened eviction if the animal was not removed. Ms. Lowe again informed him that it was an assistance animal and that she was within her rights to have the dog.
28. On January 17, 2019, Ms. Lowe re-printed the information about rights to assistance animals under the Fair Housing Act and hand-delivered it to the leasing office.
29. On January 24, 2019, Defendant Meyer sent the Lowes a notice to terminate tenancy effective March 1, 2019. The notice stated "[I]f you do not remove your DOG from the

PREMISES (per the lease you signed) within 10 days of this notification eviction proceedings will commence.”

30. On or around February 1, 2019, as a result of Defendants’ retaliatory conduct, the Lowe family moved out of the Subject Property.
31. Defendants’ conduct has imposed significant direct economic costs on the Lowe family. As a result of abruptly leaving their home, the Lowes had to place most of their belongings in a storage unit. However, they were unable to afford the payments for the storage unit, and all of their stored belongings were auctioned off. The Lowes also paid Defendants a \$400 security deposit which was not returned.
32. Defendants’ conduct has resulted in a lost housing opportunity for the Lowe family. The family was forced to give up the ground-floor unit, which was beneficial for Terrai and Bryan Lowe’s disabilities. The family relocated to a family member’s home in February 2019, where they stayed for about one year. During this time, Ms. Lowe had to share a room with her teenage son. This period of time was also very disruptive and negatively impacted the family’s emotional wellbeing.
33. The symptoms of Bryan Lowe’s cerebral palsy were aggravated as a result of the Defendants’ conduct, which resulted in increased seizures and behavioral issues.

HUD ADMINISTRATIVE PROCESS

34. On or around April 10, 2019, Ms. Lowe filed a timely Fair Housing Complaint against Thomas L. Meyer with the United States Department of Housing and Urban Development (“HUD”). The complaint was amended on or around June 23, 2020, to add TLM Realty, WJ Revocable Trust, and Richard G. Steele, Trustee, as respondents.

35. Pursuant to 42 U.S.C. § 3610, the Secretary of HUD conducted and completed an investigation of the complaint, attempted conciliation without success, and prepared a final investigative report. Based upon the information gathered in the investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g)(1), determined that reasonable cause existed to believe that Defendants violated the Fair Housing Act. Therefore, on December 8, 2020, the Secretary issued a Charge of Discrimination, pursuant to 42 U.S.C. § 3610(g)(2)(A), charging the above-named Defendants with engaging in discriminatory housing practices on the basis of disability.
36. On December 9, 2020, Defendants elected to have the claims asserted in the HUD Charge resolved in a civil action pursuant to 42 U.S.C. § 3612(a). On December 11, 2020, the Administrative Law Judge issued a Notice of Election to Proceed in United States Federal District Court and terminated the administrative proceeding on Ms. Lowe's complaint.
37. 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).

COUNT I

38. Plaintiff re-alleges and incorporates by reference the allegations set forth above.
39. By the actions set forth above, Defendants have:
- a. Discriminated in the rental, or otherwise made unavailable or denied a dwelling because of disability, in violation of 42 U.S.C. § 3604(f)(1);
 - 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, on the basis of disability, in violation of 42 U.S.C. § 3604(f)(2);

- c. Refused to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford persons an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B); and
- d. Coerced, intimidated, threatened, or interfered with the exercise or enjoyment of any right granted or protected by the Fair Housing Act, in violation of 42 U.S.C. § 3617.

40. As a result of Defendants' conduct, Ms. Lowe, Mr. Lowe and Bryan Lowe have been injured and are "aggrieved persons" as defined by 42 U.S.C. § 3602(i).

41. The discriminatory actions of the Defendants were intentional, willful, and taken in reckless disregard of the rights of the Lowe family.

PRAYER FOR RELIEF

WHEREFORE, the United States of America prays for relief as follows:

1. A declaration that the discriminatory conduct of Defendants as set forth above violates the Fair Housing Act;
2. An injunction against Defendants, their agents, employees, successors, and all other persons in active concert or participation with any of them from:
 - a. Discriminating on the basis of disability, in violation of the Fair Housing Act;
 - b. Failing or refusing to take such affirmative steps as may be necessary to restore, as nearly as practicable, Ms. Lowe, Mr. Lowe and Bryan Lowe to the position they would have been in but for the discriminatory conduct; and
 - c. Failing or refusing to take such affirmative steps as may be necessary to prevent the recurrence of any discriminatory conduct in the future.

3. An award of monetary damages to Terrai, Kenneth and Bryan Lowe pursuant to 42 U.S.C. §§ 3612(o)(3) and 3613(c)(1).

The United States further prays for such additional relief as the interests of justice may require.

JURY DEMAND

The United States hereby demands a trial by jury of all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.

Dated: January 7, 2021

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