

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

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	
)	Case No. 1:21-cv-00003-SRC
THOMAS M. MEYER,)	
THOS. L. MEYER REALTY CO.,)	
WILLIAM T. JOINER REVOCABLE TRUST,)	
AND)	
RICHARD G. STEELE, TRUSTEE)	
WILLIAM T. JOINER REVOCABLE TRUST,)	
)	
Defendants.)	

CONSENT ORDER

I. INTRODUCTION

1. Plaintiff, the United States of America, filed this action on January 7, 2021, to enforce the Fair Housing Act (FHA), 42 U.S.C. §§ 3601-3619, pursuant to the Attorney General's authority under 42 U.S.C. § 3612(o).

2. The United States' Complaint alleged that Defendants discriminated against Terrai Lowe and her son Bryan Lowe, who resided in a rental dwelling located at 2712 Independence Street in Cape Girardeau, Missouri ("2712 Independence"), on the basis of disability.¹ Bryan Lowe has cerebral palsy and qualifies for governmental services and benefits based on his disability, including Supplemental Security Income (SSI) (*see* 42 U.S.C. § 416(i)(1)) and Medicaid Home and Community Based Services for individuals with

¹ The United States' Complaint was also brought on behalf of Kenneth Lowe, but the United States is no longer seeking damages or other relief on Mr. Lowe's behalf.

disabilities who are otherwise deemed to require an institutional level of care. *See* 42 U.S.C. § 1396n(c)(1). Terrai Lowe is Bryan Lowe's primary caregiver and representative payee for SSI.

3. The Complaint alleges that Defendants, who owned and managed this property, prohibited Ms. Lowe and Bryan Lowe from keeping an emotional support dog in their apartment as a reasonable accommodation for their disabilities and, on January 24, 2019, sent Ms. Lowe a notice stating that "if you do not remove your DOG from the PREMISES (per the lease you signed) within 10 days of this notification eviction proceedings will commence," in violation of 42 U.S.C. §§ 3604(f)(1), (f)(2), and (f)(3)(B), and 3617.

4. At all times relevant to this lawsuit, Defendants Thomas M. Meyer and Thos. L. Meyer Realty Co. (the "Meyer Defendants") managed 2712 Independence as agents for its owner, the William T. Joiner Revocable Trust. The Trust and its trustee represent that they have sold 2712 Independence and no longer own or manage, or have any plans to own or manage, any residential rental property. The Meyer Defendants represent that they do not currently manage 2712 Independence and do not have any plans to do so in the future.

5. The Meyer Defendants, as well as the William T. Joiner Revocable Trust, have denied and continue to deny all allegations of the Complaint and any wrongdoing whatsoever with respect to Terrai, Bryan, and Kenneth Lowe and are agreeing to the obligations set forth herein for the sole purpose of resolving this litigation and obtaining a release of the Lowes' claims.

6. The parties agree that these claims should be resolved without further proceedings or a trial. This Consent Order resolves all claims in the United States' Complaint against Defendants.

Accordingly, it is hereby STIPULATED, ADJUDGED, and ORDERED as follows:

II. GENERAL INJUNCTION

7. This Court has jurisdiction over the subject matter of the action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o).

8. Defendants, their agents, their employees, and all others in active concert or participation with them are hereby enjoined from:

- a. Discriminating in the rental of, or otherwise making unavailable or denying, a dwelling to any buyer or renter because of a disability or because of the disability of someone associated with the buyer or renter, in violation of 42 U.S.C. § 3604(f)(1);
- b. Discriminating against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection with such a dwelling, because of a disability, or because of the disability of someone associated with that person, in violation of 42 U.S.C. § 3604(f)(2);
- c. Refusing to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B); and
- d. coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of any person having exercised or enjoyed, or on account of any person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by Sections 3604, 3605, or 3606 of the FHA, in violation of 42 U.S.C. § 3617.

III. MONETARY DAMAGES

9. Within 21 days of the entry of this Consent Order, Defendants shall deliver to the United States three checks: the first, from the Meyer Defendants, payable to Terrai Lowe on behalf of Bryan Lowe in the amount of \$1,000; the second, from the Meyer Defendants, payable to Terrai Lowe in the amount of \$14,000; and the third, from the William T. Joiner Revocable trust, payable to Terrai Lowe in the amount of \$3,000, all in full satisfaction of the United States' claims for damages arising from the events giving rise to this lawsuit.

10. As a prerequisite to receiving the above payments, Terrai Lowe shall execute a release of all claims, legal or equitable, that she may have against Defendants on her own behalf and on behalf of Bryan Lowe in her capacity as his parent, representative, guardian, and/or next friend, as applicable, relating to the claims asserted in this lawsuit. This release shall take the form of Appendix A to this Consent Order. The United States shall deliver the signed release to counsel for Defendants.

11. The Court approves the monetary damages award to Bryan Lowe and authorizes that payment of such award be made to Terrai Lowe, his mother and caregiver. Ms. Lowe shall have the authority of a "next friend" to execute and sign the release of claims contained in Appendix A on behalf of Bryan Lowe.

IV. JURISDICTION, DURATION, AND SCOPE

12. This Consent Order is effective immediately upon its entry by the Court, and shall remain in effect for one year from the date of its entry.

13. The Court shall retain jurisdiction over this action and the parties thereto for the purpose of enforcing and modifying its terms while the Consent Order remains in effect.

14. The United States may move the Court to extend the period in which this Consent Order is in effect if the United States believes it is likely that Defendants violated one or more terms of the Consent Order or if the interests of justice so require to effectuate the rights and obligations arising from this Consent Order. This action and the Complaint shall be deemed dismissed with prejudice upon the expiration of this Consent Order.

15. Any time limits for performance imposed by this Consent Order may be extended by mutual written agreement of the parties.

16. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Order prior to bringing such matters to the Court for resolution. However, in the event Defendants fail to perform in a timely manner any act required by this Consent Order or act in violation of any provision of this Order, the United States may move the 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 damages, costs, and reasonable attorney's fees that may have been occasioned by Defendants' violation or failure to perform.

V. COSTS OF LITIGATION

17. Except where otherwise provided herein, all parties shall be responsible for their own attorneys' fees and costs associated with this action.

VI. TERMINATION OF LITIGATION HOLD

18. 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, 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.

SO ORDERED this 28th day of December, 2021.



HON. STEPHEN R. CLARK
UNITED STATES DISTRICT JUDGE

By their signatures below, the parties consent to the entry of this Consent Order.

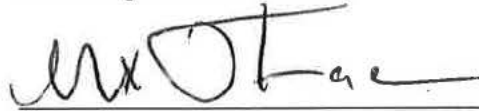
For Plaintiff United States of America:

Dated: December 15, 2021

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Dated: December 17, 2021

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THOMAS M. MEYER,
on his own behalf and on behalf of Thos. L. Meyer Realty Co.

Dated December 15, 2021

For Defendants William T. Joiner Revocable Trust and Richard G. Steele, Trustee:



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RICHARD G. STEELE, TRUSTEE
WILLIAM T. JOINER REVOCABLE TRUST

APPENDIX A

RELEASE OF CLAIMS

In consideration of the parties' agreement to the terms of the Consent Order entered in *United States v. Thomas M. Meyer, et al.*, No. 1:21-cv-00003-SRC (E.D. Mo.), and the Defendants' delivery to me of three checks, one payable to me on behalf of my son Bryan Lowe in the amount of \$1,000, one payable to me in the amount of \$14,000, and one payable to me in the amount of \$3,000, I hereby release Defendants Thomas M. Meyer, Thos. L. Meyer Realty Co., William T. Joiner Revocable Trust, and Richard G. Steele from any and all liability for any claims, legal or equitable, that I may have against them arising out of the issues alleged in the above-referenced action, both in my individual capacity and as the parent, guardian, representative, and/or next friend of my son, Bryan Lowe. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

TERRAI LOWE

Date