

**COMMONWEALTH OF PENNSYLVANIA  
GOVERNOR'S OFFICE  
PENNSYLVANIA HUMAN RELATIONS COMMISSION**

**LINDA S. RICHARDSON-MOSS, Complainant**

**v.**

**EMMAUS ASSOCIATES, OWNER OF THE MEADOWS AT INDIAN CREEK,  
Respondent**

**DOCKET NO. H-7540**

**FINDINGS OF FACT**

**CONCLUSIONS OF LAW**

**OPINION**

**RECOMMENDATION OF PERMANENT HEARING EXAMINER**

**FINAL ORDER**

## FINDINGS OF FACT \*

1. The Respondent is Emmaus Associates, owner of the Meadows at Indian Creek, (hereinafter “Emmaus”).
2. The Meadows at Indian Creek, (hereinafter “Meadows”) is a 232 unit apartment complex. (N.T.101,102).
3. Individual apartment units are in separate buildings at the Meadows. (N.T. 86,103).
4. The Complainant is Linda S. Richardson-Moss, (hereinafter (“Richardson-Moss”), an African American. (N.T.20)
5. On July 5, 1993 Richardson-Moss and her husband moved into unit 1008 in building 1000, at the Meadows. (N.T. 56,87; C.E. 5).
6. Richardson-Moss and Emmaus initially entered into a year lease agreement which renewed automatically unless a party provided at least 60 days notice of termination. (N.T. 19, 27-28, C.E.5).
7. Generally parking at the Meadows was on a first come, first serve basis with the exception of some covered spaces for which a tenant who wanted such a space paid an additional \$25.00 per month. (N.T.102).

\* To the extent that the Opinion which follows recites facts in addition to those here listed, such facts shall be considered to be additional Findings of Facts. The following abbreviations will be utilized throughout these Findings of Facts for references purposes:

N.T. Notes of Testimony  
C.E. Complainant’s Exhibit

8. For the first three years as a resident of the Meadows, Richardson-Moss perceived no racial animus towards her. (N.T. 21).
9. Richardson-Moss’ husband worked in New York City which left Richardson-Moss alone frequently. (N.T. 36,40).
10. In 1995 or 1996, the only other African American tenants at the Meadows moved out leaving Richardson-Moss and her husband the only African American tenants at the Meadows. (N.T. 20).
11. Richardson-Moss’ initial contact with Emmaus was through Emmaus’ on-site agent Coral Shuey. (N.T. 20).
12. Richardson-Moss’ interactions with Shuey were friendly at first. (N.T. 19).
13. Until approximately December, 1996, Richardson-Moss had enjoyed a friendly relationship with Steven Rockmore and his wife Rene, also tenants at the Meadows. (N.T. 22,48).
14. After a dispute between Steven Rockmore, (hereinafter “Rockmore”) and an elderly couple, Richardson-Moss informed Rockmore that she would be mad if Rockmore had said to her what he apparently said to the elderly couple. (N.T. 44,45).
15. The friendly relationship between Richardson-Moss and Rockmore abruptly ended. (N.T. 45,47).
16. In or about May 1997, Rockmore’s car was vandalized. (N.T. 23).
17. On a Friday afternoon in May, 1997, Rockmore came to Richardson-Moss’ door to tell her someone had vandalized his car and that he thought it was her. (N.T. 23).

18. Despite Richardson-Moss' denial, Rockmore did not believe her. (N.T. 24).
19. Shortly after having been accused by Rockmore, Richardson-Moss took her dog for a walk and as she passed Rockmore's car, Rockmore took her picture (N.T. 24, 63).
20. As Richardson-Moss returned from walking her dog, Rockmore again photographed her. (N.T. 25, 64).
21. Richardson-Moss observed that Rockmore had only photographed her. (N.T. 24).
22. Richardson-Moss personally reported to Coral Shuey, (hereinafter ("Shuey")) and Shuey's supervisor, Katherine Roberts, (hereinafter "Roberts"), that Rockmore had first accused her of vandalism and had twice taken her picture as she walked her dog. (N.T. 24, 91,101).
23. Richardson-Moss informed Shuey and Roberts that she felt that Rockmore's actions were race-based in that Richardson-Moss and her husband were the only African American family at the Meadows. (N.T. 29-30, 92, 105, 115).
24. This was Richardson-Moss' first occasion to lodge a complaint with management at the Meadows. (N.T. 24).
25. Richardson-Moss had the understanding that if one tenant is bothered by another tenant, management would deal with the circumstance. (N.T. 25).
26. Paragraph 5 of the Lease Agreement between Richardson-Moss and Emmaus states that a tenant, "shall not use the premises or permit it to be used for any disorderly or unlawful purpose or in any manner determined by us to be offensive to any other occupant of the building". (CE5)
27. Paragraph 13 of the lease states that no tenant shall commit, "or permit any act which will unreasonably interfere with the rights, comforts, or convenience of other tenants". (CE5)
28. Paragraph 17 of the lease states that, "It is not the Landlord's wish to restrict Tenant's enjoyment of the leased premises and other facilities. However, if we at any time determine your conduct or the conduct of family, employees, or visitors or other occupants of the leased premises to be disruptive we may ask by giving you written notice, that such conduct be ended. If after such notification the conduct continues, then we shall have the right to terminate this lease by giving your personally, or by leaving at the leased premises, a five day written notice to vacate same, and the term of this lease shall terminate upon the expiration of the time mentioned in the notice and we shall be entitled to the immediate possession of the leased premises and may take possession thereof". (N.T. 26; (CE5).
29. Richardson-Moss asked Shuey to simply tell Rockmore to leave her alone. (N.T.92).
30. When Emmaus receives tenant complaints about loud stereos and children jumping and running, first they investigate, then a form letter is sent. (N.T. 103, 104, 108).
31. When Richardson-Moss complained about Rockmore, Shuey told her that since she knew both her and Rockmore personally, she did not want to get involved. (N.T. 28).
32. Shortly thereafter, Richardson-Moss filed a report with the police who merely informed her that Rockmore can take pictures of whom he wants. (N.T. 31, 64, 67).
33. Rockmore had also filed a police report regarding the vandalism to his car. (N.T. 123).
34. Although Rockmore informed the police that he suspected Richardson-Moss had vandalized his car, Richardson-Moss was not made a suspect. (N.T. 123, 127).
35. After Richardson-Moss filed a police report, Rockmore, who lived in building 1100, began parking his car directly in front of Richardson-Moss' apartment and he would sit there looking into her apartment. (N.T. 30, 53, 61, 62, 88).

36. Rockmore did this approximately three to four times per week. (N.T.62).
37. Often, when Richardson-Moss went out to walk her dog, either Rockmore or his wife stood near Rockmore's car. (N.T.30,31,55).
38. On one occasion when Richardson-Moss was walking a neighbor home, Rockmore screamed at her, "Get out of here". (N.T.32).
39. On another occasion, while Richardson-Moss was walking her dog, two police cars came into the complex on patrol, and from his balcony, Rockmore yelled, "that's who did my car- that's who vandalized my car. Arrest her. Arrest her". (N.T.31,59) .
40. The police simply continued on patrol. (N.T.59).
41. On yet another occasion, Richardson-Moss observed Rockmore lift a protective cover from her van and photograph the license plate. (N.T.67).
42. When Rockmore parked outside Richardson-Moss' terrace, she felt she could not enjoy her terrace. (N.T.53).
43. Richardson-Moss adjusted where she walked her dog in order to avoid Rockmore. (N.T.55).
44. Richardson-Moss formed the impression from reports from neighbors that Rockmore was distorting an incident at a local supermarket placing her in a bad light. (N.T.52).
45. The incident involved a sign that offended Richardson-Moss which, upon her request to the store manager, was replaced. (N.T.50,51).
46. A neighbor informed Richardson-Moss that Rockmore was telling the story that Richardson-Moss was yelling and screaming in the store and was almost removed. (N.T.52).
47. A neighbor also reported to her that Rockmore had indicated he was out to get Richardson-Moss. (N.T.52-53).
48. At some point, the brake line of Richardson-Moss' car was cut and her car was scratched and spray painted. (N.T.42).
49. Richardson-Moss filed a second police report after the damages to her car. (N.T.67,70-71,79).
50. With pictures, police reports, and statements in hand, Richardson-Moss again personally informed property manager Ungaretta of Rockmore's actions and that she felt she was the victim of racial harassment. (N.T.32,34,93)
51. Richardson-Moss told Ungaretta she could not take it anymore and unless something was done, she was going to find a new place to live. (N.T.34,93).
52. Property Manager Ungaretta's only action was to file the materials Richardson-Moss had provided. (N.T.93).
53. Subsequently, Richardson-Moss and her husband returned to Property Manager Ungaretta's office and informed her they had decided to move and asked Ungaretta to waive the \$850.00 lease breaking fee. (N.T.36,39,94,106).
54. Richardson-Moss informed Ungaretta that, in her opinion, the reason they were moving was partly the fault of Meadow's management's failure to address her complaints. (N.T.38).
55. Meadows' Management refused to waive the lease breaking fee. (N.,T.37-38,39).
56. Richardson-Moss paid the \$850.00 lease braking fee and moved. (N.T.19,39).

## CONCLUSION OF LAW

1. The Pennsylvania Human Relations Commission,(PHRC) has jurisdiction over the parties and the subject matter of this case.
2. The Parties have fully complied with the procedural prerequisites to a public hearing.
3. The Meadows at Indian Creek is a housing accommodation within the meaning of the PHRA.
4. Richardson-Moss established a *prima facie* case of discrimination under 5(h)(3) by showing:
  - a. that Richardson-Moss is a member of a protected class;
  - b. that Emmaus denied Richardson-Moss rights and benefits connected with her rental of an apartment at the Meadows; and
  - c. that similar rights and benefits were enforced by Emmaus when racial allegations were not involved.
5. Emmaus articulated legitimate non-discriminatory reasons for failing to respond to Richardson-Moss' complaints.
6. Richardson-Moss successfully proved by a preponderance of the evidence that Emmaus articulated reasons for failing to respond to her complaint were pretextual.
7. Richardson-Moss has met her ultimate burden of persuasion that Emmaus' actions violated Section 5(h)(3) of the PHRA.
8. Richardson-Moss suffered embarrassment and humiliation due to Emmaus' discriminatory acts.
9. Richardson-Moss has established that she incurred out-of-pocket expenses.
10. The Commission may award actual damages, including damages caused by humiliation and embarrassment.
11. The Commission may also order Emmaus to cease and desist from the discriminatory practice and to take such affirmative action as justice requires.

## OPINION

This case arises on a complaint filed by Linda S. Richardson-Moss, (“hereinafter “Richardson-Moss”) against Emmaus Associates, Owners of the Meadows at Indian Creek (hereinafter “Emmaus”) on or about December 11, 1997 at Docket No. H-7540. Richardson-Moss alleged that between September 1997 and December 1997, Emmaus failed to take action on her complaints of racial harassment. The complaint alleges that such a failure violates Section 5(h)(3) of the Pennsylvania Human Relations Act, Act of October 25, 1995, P.L. 744, as amended, 43 P.S. §§951 et seq. (hereinafter the “PHRA”).

PHRC staff conducted an investigation and found probable cause to credit the allegations of discrimination. The PHRC and the parties then attempted to eliminate the alleged unlawful practices through conference, conciliation, and persuasion. The efforts were unsuccessful, and this case was approved for Public Hearing. The Public Hearing was held on July 13, 2001, in Allentown, PA, before Carl H. Summerson, Permanent Hearing Examiner.

Mark P. Albright, Esquire appeared on behalf of Emmaus and the PHRC interest in this matter was overseen by Nancy Gippert, Esquire, Assistant Chief Counsel, PHRC. Post hearing briefs were simultaneously submitted by the parties on or about October 2000.

Section 5(h)(3) of the PHRA states in pertinent part:

“It shall be an unlawful discriminatory practice ... [f]or any person to ... [d]iscriminate against any person in the terms or conditions of ... leasing any housing accommodation ... or in furnishing ... services or privileges in connection with the ... occupancy or use of any housing accommodation ... because of the race ... of any person ...”

Since Richardson-Moss’ allegations involve an alleged failure by Emmaus to deal with Richardson-Moss’ complaints that she was being racially harassed a *prima facie* case can be established by proving that:

1. Richardson-Moss is an African-American;
2. Richardson-Moss was denied rights and benefits which are connected with the leasing of an apartment at the Meadows; and
3. The same services and rights were enforced when racial allegations were not involved.

See Bradley v. Carydale Enterprises, et al, 730 F.Supp. 709,718 (E.D.Va. 1989).

Clearly, Richardson-Moss, as an African American, satisfies the first element of a *prima facie* case. In support of establishing the second element Richardson-Moss introduced portions of the lease between herself and Emmaus. Specifically, paragraphs 5, 13, and 17 of the lease collectively create certain rights and benefits connected with Richardson-Moss’ leasing of a unit at the Meadows. These rights and benefits include Emmaus’ requirement that tenants not use the premises in any manner determined by Emmaus to be offensive to another resident, (Paragraph 5); A requirement that a Meadow’s tenant not commit any act which unreasonably interferes with the rights, comfort, or convenience of other tenants, (Paragraph 13); and Emmaus’ agreement to give written notice to disruptive tenants to end such conduct and to terminate the lease of any tenant who fails to terminate offensive conduct after such a notice, (Paragraph 17).

Richardson-Moss also presented evidence that on two separate occasions she went to Emmaus Management to file complaints about actions by another tenant which she related were racially based. The lease provisions cited create a right to have Emmaus deal with her race-based concerns. Emmaus' property manager, Katherine Roberts, testified that when there were complaints about loud noise, or children jumping and running it was policy to investigate and attempt to resolve tenant disputes. Roberts also testified that Emmaus would investigate a situation which involved one tenant's act of parking near a building other than where they lived, and by doing so, upsetting a tenant living in building near where the parking occurred. Emmaus' stated policy and the lease provisions constitute a right connected with Richardson-Moss' tenancy.

Here, the record is clear that Emmaus made no direct attempts to ameliorate the growing problem between Richardson-Moss and Rockmore. On Richardson-Moss' first complaint, Emmaus' agent, Coral Shuey merely informed Richardson-Moss that since she knew both Richardson-Moss and Rockmore, she didn't want to get involved. In response to Richardson-Moss' second complaint, Emmaus' agent, Ungaretta, simply filed Richardson-Moss' pictures, police reports, and statements in Richardson-Moss' file. Emmaus took no further action. Accordingly, Richardson-Moss has successfully shown that Emmaus denied Richardson-Moss rights and benefits connected with her lease.

Richardson-Moss also successfully established the third element of the requisite *prima facie* case. Clearly, Emmaus indicated they would respond to some complaints and disturbances. Here, Emmaus failed to respond to concerns raised by a tenant which were reportedly racially-based. Emmaus had the responsibility to respond to all complaints in a similar manner. In the present case, when Richardson-Moss lodged complaints which involved alleged race-based harassment, Emmaus had a responsibility to investigate Richardson-Moss' complaints and attempt to resolve the matters the same way they investigated and attempted to resolve other disputes. Here, Emmaus only dealt with complaints which did not involve racial allegations. Accordingly, Richardson-Moss successfully established a *prima facie* case.

Emmaus' brief submits that Emmaus has articulated legitimate non-discriminatory reasons for Emmaus' failure to respond to Richardson-Moss' complaints. Emmaus points to Katherine Roberts testimony which suggested that Emmaus does not become involved in personal disputes between tenants. Additionally, Emmaus asserts that Richardson-Moss was satisfied with advise to call the police regarding her complaints. Emmaus submits and we agree that these assertions meet Emmaus' production burden. Accordingly, the burden shifts to Richardson-Moss to attempt to show that Emmaus' explanations are pretextual. See McDonnell Douglas Corp. v. Green, 411 U.S. 792,804 (1973). In Texas Dept of Community Affairs v. Burdine, U50 U.S. 248, 256 (1981), the U.S. Supreme Court stated that pretext could be shown "either directly by persuading the court that a discriminatory reason more likely motivated the [actor] or indirectly by showing that the ... proffered explanation is unworthy of credence".

After a review of the total record, we are compelled to conclude that Emmaus proffesed reasons are neither credible nor likely to be Emmaus' actual motivation for failing to respond to Richardson-Moss' complaints. First, to suggest that Emmaus does not get involved in "personal disputes" between tenants ignores the simple fact that any dispute is ultimately a "personal"

dispute between tenants. It appears that Roberts substituted the phrase “personal dispute” for “race-based dispute”. A noise complaint is fundamentally a personal dispute between tenants. Here, Richardson-Moss’ complaints attempted to convey the determinental effects of Rockmore’s cumulative actions which under a reasonable person standard would certainly be viewed as intolerant behaviors. Evidence regarding the range of Rockmore’s offensive behavior was presented without contradiction.

As for suggesting Richardson-Moss was satisfied with being told to call the police, it is clear that Richardson-Moss was left with this option after lodging her first complaint, but in no way was she satisfied. On the contrary, she was frustrated by Emmaus’ failure to do anything. Although calling the police is a viable avenue to take, doing so does not negate Emmaus’ responsibility to Richardson-Moss. Furthermore, Emmaus’ only action after Richardson-Moss’ second complaint was to file the documentation she submitted in her file. In effect, Emmaus ignored both of Richardson-Moss’ complaints. When Richardson-Moss decided to move, she informed Ungaretta that she held Emmaus partly responsible for her decision to leave. Put another way, Richardson-Moss was informing Emmaus that she considered the circumstance a constructive eviction.

Here, Richardson-Moss was fully justified in vacating her apartment due to Emmaus’ failure to address her legitimate concerns. In effect, she was constructively evicted.

In summary, Emmaus’ failure to investigate and attempt to ameliorate Richardson-Moss’ race-related problems after receiving a complete account of the nature of Rockmore’s continued shocking and intolerant behavior, while investigating and addressing non race-based complaints violates section 5(h)(3) of the PHRA. Accordingly, we turn to the question of an appropriate remedy.

The PHRC has broad discretion to fashion a remedy where unlawful discrimination has been proven. Murphy, et. al. v. Co., Pennsylvania Human Relations Commission, 506 Pa. 549, 486 A.2d 388 (1985). In fashioning a remedy the victim of discrimination is entitled to “make whole relief, which will restore the victim to his or her pre-injury status”. Murphy. In cases alleging a violation of section 5(h) of the PHRA, the Commission may order a Respondent to cease and desist from the discriminatory actions, take whatever affirmative actions may be necessary and award actual damages including damages caused by humiliation and embarrassment as, in the judgment of the Commission, will effectuate the Act. A civil penalty may also be imposed.

Here, the post-hearing brief on behalf of the complaint seeks a cease and desist order; an \$850.00 out-of-pocket expense because Richardson-Moss had to pay a lease breaking fee; \$7,500 for humiliation and embarrassment; and a civil penalty of \$2,000.

Clearly, a cease and desist order is appropriate. Also appropriate is an award of the \$850.00 out-of-pocket expense Richardson-Moss paid as a lease breaking fee. As previously stated, the circumstances of Richardson-Moss vacating her apartment at the Meadows, in effect, amounts to a constructive eviction. A reasonable person of average sensibilities would view Emmaus’ act of ignoring Richardson-Moss’ race-based complaints as a sufficient failure of responsibility by Emmaus to permit Richardson-Moss to leave without penalty. Here the lease breaking fee paid



by Richardson-Moss should be refunded. The real questions in this matter are what is an appropriate award for humiliation and embarrassment and should a civil penalty be imposed.

Humiliation and embarrassment can be inferred from the circumstances as well as established by testimony. Seaton v. Sky Realty Co., Inc., et. al., 491 F.2d 634, 636 (7<sup>th</sup> Cir. 1974). See also HUD v. Blackwell, 2 FHFL ¶25,001 (HUD A.L.J. Dec. 21, 1989), aff'd.908 F.2d 844 (11<sup>th</sup> Cir. 1990). The key factor in determining the size of an award for humiliation and embarrassment is a victim's reaction to discriminatory conduct. HUD v. Banai, supra at ¶25,857.

First, we recognize that much of Richardson-Moss' humiliation and embarrassment came at the hands of Rockmore. The humiliation and embarrassment associated with Emmaus' failure to investigate and respond to Richardson-Moss' complaints is distinguishable from Richardson-Moss' reactions to Rockmore's behavior.

Initially, the humiliation and embarrassment Richardson-Moss experienced by Rockmore's actions cannot be attributed to Emmaus. However, any humiliation and embarrassment Rockmore visited upon Richardson-Moss after Richardson-Moss' first complaint must be partly born by Emmaus due to their failure to respond to Richardson-Moss' initial complaint. For several months, Richardson-Moss had to significantly alter her outside activities and she felt she could not enjoy her balcony when Rockmore was sitting in his car parked outside her apartment.

Further, when Rockmore yelled out to the passing police car that Richardson-Moss should be arrested, Richardson-Moss had to have been humiliated. The same is true regarding Rockmore's spreading a rumor about an incident at a local supermarket.

Emmaus could likely have prevented much of the humiliation and embarrassment Rockmore caused, but instead, Emmaus ignored Richardson-Moss' pleas for assistance. As to any direct humiliation and embarrassment associated with Emmaus' failure to investigate and respond to Richardson-Moss' complaints, Richardson-Moss was often in her apartment alone because her husband worked in New York City. She even feared allowing a police officer to come into her apartment in the evening and asked that he return when both, Richardson-Moss and her husband were home. Further, Richardson-Moss and her husband were the only African-American family at the Meadows. The evidence indicates that neighbors generally knew that Emmaus was not responding to Richardson-Moss and that her problems with Rockmore were significant.

Under the circumstances present, the requested \$7,500 is appropriate to compensate Richardson-Moss for the extent of the humiliation and embarrassment she endured.

To vindicate the public interest the PHRA authorizes the PHRC to impose a civil penalty upon a Respondent who violates the PHRA. The PHRC housing division's post-hearing brief seeks a civil penalty of \$2,000. This amount is deemed appropriate under the circumstances of this case and shall be imposed.

An appropriate order follows:

**COMMONWEALTH OF PENNSYLVANIA  
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**LINDA S. RICHARDSON-MOSS, Complainant**

**v.**

**EMMAUS ASSOCIATES, OWNER OF THE MEADOWS AT INDIAN CREEK,  
Respondent**

**DOCKET NO. H-7540**

**RECOMMENDATION OF PERMANENT HEARING EXAMINER**

Upon consideration of the entire record in the above-captioned matter, the Permanent Hearing Examiner finds that Richardson-Moss has proven discrimination against Emmaus in violation of Section 5(h)(3) of the Pennsylvania Human Relations Act.

It is, therefore, the Permanent Hearing Examiner's recommendation that the attached Findings of Fact, Conclusions of Law, and Opinion be approved and adopted by the full Pennsylvania Human Relations Commission. If so approved and adopted, the Permanent Hearing Examiner recommends issuance of the attached Final Order.

By: Carl H. Summerson  
Permanent Hearing Examiner

**COMMONWEALTH OF PENNSYLVANIA  
GOVERNOR'S OFFICE  
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**LINDA S. RICHARDSON-MOSS, Complainant**

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**EMMAUS ASSOCIATES, OWNER OF THE MEADOWS AT INDIAN CREEK,  
Respondent**

**FINAL ORDER**

**AND NOW**, this 30th day of January, 2002 after a review of the entire record in this matter, the Pennsylvania Human Relations Commission, pursuant to Section 9 of the Pennsylvania Human Relations Act, hereby approves the foregoing, Findings of Fact, Conclusions of Law, and Opinion of the Permanent Hearing Examiner. Further, the Commission adopts said Findings of Fact, Conclusions of Law, and Opinion as its own finding in this matter and incorporates the same into the permanent record of this proceeding, to be served on the parties to the complaint and hereby

**ORDERS**

1. That Emmaus shall permanently cease and desist from failing to investigate and act on tenant race-based complaints in a manner different from its actions on non race-based tenant complaints.
2. That Emmaus shall pay Richardson-Moss the lump sum of \$7,500 in compensatory damages for the embarrassment and humiliation she suffered.
3. That Emmaus shall pay Richardson-Moss the amount of \$850.00, which amount represents the out-of-pocket expenses she incurred.
4. That, within thirty days of the effective date of this Order, Emmaus shall deliver to PHRC Housing Division Assistant Chief Counsel Nancy Gippert, a check payable to the Commonwealth of Pennsylvania in the amount of \$2,000, which represents an assessment of a civil penalty pursuant to Section 9(f)(2)(i) of the PHRA.
5. That, within thirty days of the effective date of this Order, Emmaus shall report to the PHRC on the manner of their compliance with the terms of this Order by letter addressed to Nancy Gippert, assistant Chief Counsel, PHRC Housing Division, P.O. Box 3145, Harrisburg, PA 17105.

**PENNSYLVANIA HUMAN RELATIONS COMMISSION**

By: Carl E. Denson, Chairperson

Attest: Gregory J. Celia, Jr., Secretary