

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

Attorney General Michelle Henry,	:	
Complainant	:	
	:	
v.	:	PHRC No. 201904166
	:	
John Timothy Gruver & Bonnie Gruver,	:	
Respondents	:	

Attorney General Michelle Henry,	:	
Complainant	:	
	:	
v.	:	PHRC No. 201904167
	:	
Amanda Ridgway, d/b/a Ridgway Real Estate,	:	
Respondent	:	

Attorney General Michelle Henry,	:	
Complainant	:	
	:	
v.	:	PHRC No. 201904168
	:	
Robert Jordan Gruver & Kelly Gruver,	:	
Respondents	:	

NOTICE

You are hereby advised that the attached Conciliation Agreement/Consent Order must be executed by an individual who is authorized to legally bind each party. Any other execution will result in the Commission's refusal to ratify this Agreement. All signatures must be witnessed by another person who knows the identity of the signer. Additionally, please be sure to fill in the date of execution on the space provided near each signature line.

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	:	
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Respondents	:	

CONCILIATION AGREEMENT

WHEREAS, on the 20th day of May, 2020, verified complaints were filed with the Pennsylvania Human Relations Commission (hereinafter referred to as "Commission"), against the above-named Respondents by the above-named Complainant alleging violations of the Pennsylvania Human Relations Act; and

WHEREAS, the complaints alleged that Respondents had violated Section 5 of the Pennsylvania Human Relations Act (hereinafter referred to as "Act"), *as amended*, 43 P.S. §955, as set forth in the true and correct copies of such verified complaints collectively attached hereto as Appendix I; and

WHEREAS, by order of the Hearing Examiner on July 28, 2022, all cases by Complainant against Respondents were consolidated for discovery and adjudication; and

WHEREAS, in light of the original Complainant, Attorney General Josh Shapiro, having vacated the position of Attorney General due to his election as Governor of the Commonwealth of

Pennsylvania, and due to the operation of the Commonwealth Attorney's Act, 71 Pa.C.S. § 732-202, Attorney General Michelle Henry has been substituted as the successor Complainant; and

WHEREAS, the Commission found that probable cause exists to credit Complainant's allegations that Respondents engaged in race-based discrimination in violation of the Act; and

WHEREAS, Respondents do not admit any violation of the Act but wish to avoid litigation; and

WHEREAS, the Commission finds that the settlement terms, as set forth in Appendix II hereof, are reasonable under the circumstances and finds further that the public interest will be served by settlement of this case; and

WHEREAS, the Complainant and the Respondents, for the reasons set forth above, do hereby waive all rights to a public hearing under Section 9 of the Act, 43 P.S. §959, and the Regulations promulgated by the Commission, and do hereby consent to the entry of this Conciliation Agreement (hereinafter referred to as "Agreement") as a Consent Order of the Commission, which shall have the same force and effect as a Final Order following a public hearing by the Commission, and shall be enforceable as such, under Section 10 of the Act, 43 P.S. §960;

NOW THEREFORE, the Complainant and Respondents hereby agree to be legally bound as follows:

1. The foregoing preamble shall be included herein as if fully set forth.
2. Complainant and Respondents admit the jurisdiction of the Commission in this matter and hereby waive all objections thereto.
3. Appendices I and II are annexed hereto are incorporated into this Agreement as integral parts hereof as if fully set forth.
4. The term "Respondents" as used herein shall include all agents, servants and employees of Respondents in the captioned case in addition to the principal.
5. The execution and implementation of this Agreement shall not constitute any waiver of powers and duties conferred upon the Commission, nor shall this Agreement be deemed a declaration of policy or precedent by the Commission. This Agreement shall in no way affect the intake, processing, adjudication or disposition of future complaints unrelated to the allegations set forth in Appendix I involving the Complainant and/or the Respondents, except that the Complainant and/or the Respondents may, in the course of any proceedings, refer to this Agreement and to their performance thereunder, to the extent relevant to such proceedings. In addition, this Agreement in no way discharges, releases or absolves the Respondents from liability for any violation of Section 5(d) of the Act, 43 P.S. §955 (d) (relating to retaliation) which may occur after execution of this Agreement.

6. Respondents shall hereafter fully comply with all of the provisions of the Act and the regulations promulgated by the Commission and the Respondents shall fully comply with each of the terms of settlement set forth in Appendix II.
7. Respondents shall report to the Commission, in writing, the manner of compliance with the Terms of Settlement set forth in Appendix II within thirty (30) days of receipt of the attached Final Order.
8. Complainant certifies that the complaint has been satisfactorily addressed in that Respondents have agreed to the Terms of Settlement incorporated into the Agreement as Appendix II and requests the Commission to close the above-captioned cases upon satisfaction of the terms in Appendix II.
9. Complainant, upon the condition that Respondents fully comply with all the terms of settlement set forth in Appendix II of this Agreement, releases and forever discharges Respondents from all manner of actions and causes of action and all suits, debts, claims and demands based upon the allegations set forth in Appendix I of this Agreement, including the present action, except as described herein. This release shall in no way discharge, release or absolve the Respondents from liability for any violation of Section 5(d) of the Act, 43 P.S. §955 (d) (relating to retaliation) which may occur after execution of this agreement, nor in any way limit the Complainant's right to bring suits or actions or to file complaints unrelated to the allegations set forth in Appendix I based in whole or in part on any violation of the Act or other applicable law.
10. If any portion of this Agreement, or the application hereof to any persons or circumstances, should for any reason be adjudged by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such judgment shall not affect, impair, or invalidate any other portions of this Agreement.
11. Complainant and Respondents, being duly authorized to do so, enter into this Agreement with the intent to be legally bound hereby. This Agreement shall become final when approved and ratified by the Commission and inure to the benefit of each of the parties hereto, and each of their respective heirs, successors and assigns, effective from the date of such approval. If not so approved and ratified, it shall be null and void from its inception.
12. The parties acknowledge and agree that after approval by the Pennsylvania Human Relations Commission, this document may be made public.

IN WITNESS WHEREOF, the undersigned, being duly authorized to do so, have executed the foregoing Conciliation Agreement. Each certifies that they have full authority to negotiate and conciliate the above-captioned case. Each signed this Agreement freely, with full intent to be legally bound to all terms and conditions contained in the Conciliation Agreement/Consent Order and in the attached Appendices. Each clearly understood that they are waiving rights to a hearing by signing this Agreement.

This Agreement may be executed in one or more counterparts, and each counterpart will, for all purposes, be deemed to be an original, and all such counterparts will together constitute one and the same instrument. Signatures may be made by fax or PDF as well as in counterparts.

The undersigned have executed the agreement with a full understanding that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

JOHN TIMOTHY GRUVER & BONNIE GRUVER

BY RESPONDENT:



JOHN TIMOTHY GRUVER

Date: 6-29-23

ATTEST/WITNESS:



Date: 6-29-23

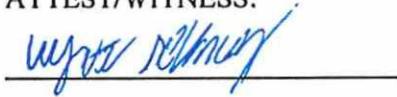
BY RESPONDENT:



BONNIE GRUVER

Date: 6-29-23

ATTEST/WITNESS:



Date: 6-29-23

AMANDA RIDGWAY, D/B/A RIDGWAY REAL ESTATE

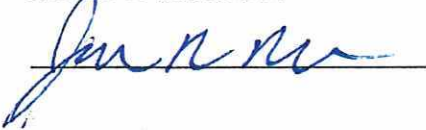
BY RESPONDENT:



AMANDA RIDGWAY

Date: 6-30-2023

ATTEST/WITNESS:



Date: 6-30-23

ROBERT JORDAN GRUVER & KELLY GRUVER

BY RESPONDENT:



ROBERT JORDAN GRUVER

Date: 6/22/23

ATTEST/WITNESS:



Date: 6/22/23

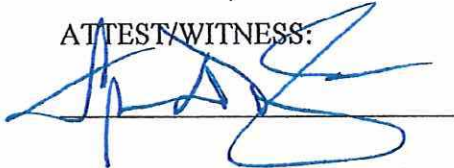
BY RESPONDENT:



KELLY GRUVER

Date: 6/27/23

ATTEST/WITNESS:



Date: 6/27/23

OFFICE OF THE ATTORNEY GENERAL

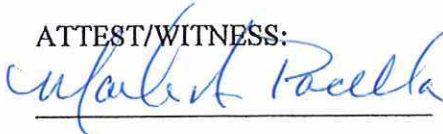
BY COMPLAINANT:

Michelle Henry by Corbett Anderson

ATTORNEY GENERAL

Date: 7/7/23

ATTEST/WITNESS:



Date: 7/7/23

Recommended for approval by the Commission and entry as a Consent Order:

Chad Dion Lassiter MSW

Chad Lassiter, MSW, Executive Director
Pennsylvania Human Relations Commission

Approved, ratified and entered as a Consent Order at a meeting of the Pennsylvania Human Relations Commission on the 24th day of July, 2023.

M. Joel Bolstein

M. Joel Bolstein, Chairperson Pennsylvania Human Relations Commission

ATTEST:

By: Debra L. Wallace O/B/O Commissioner Mayur Patel
Mayur Patel, Secretary

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

Attorney General Michelle Henry, :
Complainant :
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v. : PHRC No. 201904166
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John Timothy Gruver & Bonnie Gruver, :
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Respondent :
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Attorney General Michelle Henry, :
Complainant :
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v. : PHRC No. 201904168
 :
Robert Jordan Gruver & Kelly Gruver, :
Respondents :
 :


FINAL ORDER

AND NOW, this 24th day of July, 2023, upon consideration of the Conciliation Agreement submitted in the above-captioned case, it is hereby ORDERED that said Conciliation Agreement be entered into the official record of the Pennsylvania Human Relations Commission as a Final Order to be given the same force and effect as if entered after a public hearing.

PENNSYLVANIA HUMAN RELATIONS COMMISSION

By: 
M. Joel Bolstein, Chairperson

ATTEST:

By:  O/B/O Commissioner Mayur Patel
Mayur Patel, Secretary

APPENDIX I

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

Attorney General Josh Shapiro,	:	
	:	
Complainant	:	
	:	
v.	:	PHRC Case No. 201904166
	:	
John Timothy Gruver & Bonnie Gruver,	:	
	:	
Respondents	:	

INTRODUCTION

1. The Complainant is the Attorney General Josh Shapiro, through the Civil Rights Enforcement Section of the Office of Attorney General (Attorney General).
2. Respondents John Timothy Gruver and Bonnie Gruver own the rental property at 406 N. Earl Street Shippensburg, PA 17257. Respondents' mailing address is 9177 Sporting Hill Rd., Orrstown, PA 17244.
3. Annette Griffith complained to the Civil Rights Enforcement Section of the Attorney General on May 5, 2020, alleging that she had been subject to discrimination based on her race, African American, in the provision of rental housing.
4. The Attorney General files this Complaint under the express authority granted by the Pennsylvania Human Relations Act (PHRA), 43 P.S. § 959, and pursuant to his authority as *parens patriae* to protect the general welfare of the Commonwealth and its residents by ensuring that housing is made available equally to individuals of all races, national origins, and/or any other protected classes of individuals.

FACTS

5. During the relevant time period, Ms. Griffith was a 61-year-old grandmother. She had custody of three of her grandchildren (who were aged 8-16): Kareena, Elijah, and Rochon. Ms. Griffith's late husband was named William Perry and Ms. Griffith previously used the last name "Griffith-Perry," but her legal name is Griffith.
6. At the beginning of April 2020, Ms. Griffith gave 60-day notice to her landlord that she would be moving out. Ms. Griffith found a rental property at 406 N. Earl Street in Shippensburg, PA 17257 and submitted an application to Ridgway Real Estate, who had

listed the property. Ms. Griffith provided her information to Ridgway Real Estate to conduct a credit check and background check.

7. During the relevant time period, Ms. Griffith had an 18-year-old grandson, Jovon Smith, who had previously lived with her after being abused by a family member. Jovon, who is autistic, was arrested in September 2019 when he was 17 years old, and charged for his alleged involvement in a violent incident. As of May 2020, Jovon's charges had not been adjudicated and he was living in a juvenile facility in Pittsburgh. Jovon was not going to live with Ms. Griffith at 406 N. Earl Street.
8. On April 10, 2020, Ms. Griffith agreed to lease the property at 406 N. Earl Street for a term of one year, starting on May 1, 2020. (Exhibit A – Lease Agreement). On the lease, the landlord for this property was identified as Respondents John Timothy & Bonnie Gruver. Ms. Griffith listed the names of the three grandchildren who would live with her on the lease (Kareena, Elijah, and Rochon).
9. Leah Helm, a Real Estate Agent working as a Property Manager for Ridgway Real Estate, State License # RS223078L, was identified on the lease as the Landlord's Agent and signed some of the attached documents, including the Nonrefundable Commitment Retainer. Upon information and belief, Amanda Ridgway, the broker for Respondent Ridgway Real Estate, State License # SB065636, signed the lease as Respondents' agent. Ms. Griffith did not meet or speak with Respondents on or prior to April 10, 2020.
10. Ms. Griffith paid \$30 as an application fee for the apartment and \$1000 as a Nonrefundable Commitment Retainer when she signed the lease on April 10, 2020. Ms. Griffith purchased a \$1300 money order for the security deposit, which she was told to bring on May 1, 2020 at 10:00 a.m. when she would move in. Ms. Griffith purchased a washing machine, dryer, and lawnmower for her new home.
11. On or about April 20, 2020, Ms. Griffith received a phone call from Leah Helm stating that the landlord needed to speak to her and no longer wanted to rent to her. When Ms. Griffith asked why, Ms. Helm said, "I'll let them tell you." Ms. Helm stated that the lease was cancelled. Ms. Griffith called the landlord and left a voicemail.
12. On April 21, 2020, Ms. Griffith received a call which she believes was from Respondent John Timothy Gruver who told Ms. Griffith that she could not move in because of information he heard about her grandson, Jovon. Ms. Griffith attempted to explain that Jovon lived in Pittsburgh, was not listed on the lease, and would not be moving into 406 N. Earl Street in Shippensburg. Ms. Griffith also attempted to explain the mitigating circumstances behind Jovon's arrest. Mr. Gruver would not listen, responding, "I don't want to hear it." He also said, "I know who you are."
13. During the phone call on April 21, 2020, Ms. Griffith said to Mr. Gruver, "You found out I was black?" Mr. Gruver responded, "Something like that." Mr. Gruver stated that he was afraid Ms. Griffith's family would hurt his grandkids. Although Ms. Griffith explained that she would be homeless if she couldn't move into the rental property, Mr. Gruver said, "I don't care."

14. Ms. Griffith then called Leah Helm, and expressed her belief that Mr. Gruver discriminated against her. Ms. Helm advised Ms. Griffith to try to talk to Mr. Gruver again. Ms. Griffith did so, but her calls repeatedly went unanswered and unreturned. Ms. Helm likewise stopped returning Ms. Griffith's messages.
15. On May 1, 2020, Ms. Griffith arrived at the property, accompanied by her personal homecare aide. While at the property in her vehicle in the driveway, Ms. Griffith was approached by three people, who did not identify themselves to her. Upon information and belief, these three people were Robert Jordan Gruver (the son of John Timothy Gruver), Kelly Gruver (Robert's wife), and Angel Mitchell. Robert Jordan Gruver and Kelly Gruver live at 408 N. Earl Street, which is adjacent to 406 N. Earl Street.
16. During the interaction on May 1, 2020, Ms. Griffith alleges that Robert Jordan Gruver told her "get your black ass off my property." She further alleges that the following statements were made by one of the three people: "She's a nigger and not getting the key," and "I'm not living next to a nigger." Ms. Griffith is unsure which of the three people made these statements. Kelly Gruver was yelling and made several racial slurs toward Ms. Griffith. Robert Jordan Gruver and Angel Mitchell were saying things more quietly and Ms. Griffith does not recall their statements specifically. Ms. Griffith's aide was with her and filmed a video of part of the interaction on his cell phone, including racial slurs. (Exhibit B – Video). The video shows a woman, believed to be Kelly Gruver, calling Ms. Griffith a "fucking nigger" and saying "you don't belong here."
17. During her short time on the property, Ms. Griffith found a "No Trespassing" sign and a letter from Leah Helm of Ridgway Real Estate posted on the door, dated April 22, 2020. (Exhibit C – Photographs). The letter was addressed to Ms. Griffith and stated that the landlord did not want to rent to her and the lease was void.
18. Ms. Griffith called 911. A Pennsylvania State Police (PSP) trooper came to the property and spoke with both parties. Robert Jordan Gruver requested that the PSP trooper arrest Ms. Griffith for trespassing. Ms. Griffith showed the PSP trooper her lease. No arrests were made and the PSP trooper advised them that this was a landlord/tenant matter and they should settle the dispute in court.
19. As of May 12, 2020, Ms. Griffith had not been permitted to access or move into the rental property at 406 N. Earl Street. As of May 12, 2020, Ms. Griffith and her grandchildren did not have a place to live starting June 1, 2020, as there were new tenants scheduled to move into the apartment she had been living in. As of May 12, 2020, Ms. Griffith had not received a refund for the \$1000 Nonrefundable Commitment Retainer she paid for the rental property. Ms. Griffith's belongings were packed in anticipation of the move and were stored in a storage unit because she could not move in to the rental property.

RACE DISCRIMINATION

Count I:

Respondents Refused to Rent to Ms. Griffith Because of Her Race

20. Respondents' conduct toward Ms. Griffith, by "voiding" her lease upon learning that she is African American; responding "something like that" when she asked if her lease was being voided because she is black; and subjecting her to racial invective and slurs on May 1, 2020, evince and constitute discrimination by refusing to lease a housing accommodation because of race, African American, in violation of the PHRA, 43 P.S. § 955(h)(1). Respondents' purportedly basing their decision to void Ms. Griffith's lease on her grandson, Jovon, having been arrested for his involvement in a violent incident is not a legitimate, non-discriminatory reason for voiding Ms. Griffith's lease, but rather a pretext for intentional discrimination.

Count II:

Respondents Voided Ms. Griffith's Lease Based on a Factor That Has an Unjustifiable Disparate Impact on African American Renters

21. In the alternative to Count I (intentional refusal of a housing accommodation because of Ms. Griffith's race), Respondents' purportedly voiding Ms. Griffith's lease based on discovering her grandson Jovon's arrest for his involvement in a violent incident evinces and constitutes a policy or practice that has an unjustified disparate impact on African American renters, in violation of the PHRA, 43 P.S. § 955(h)(1) (unlawful, *inter alia*, to "otherwise to deny or withhold any housing accommodation" because of race).
22. Data shows that the arrest rate in Pennsylvania in 2018 was 62.5 per 1000 people for African Americans and 22.9 per 1000 people for Whites. <https://www.attorneygeneral.gov/data/pennsylvania-uniform-crime-reporting-system-arrests/>. Importantly, however, "[b]ecause arrest records do not constitute proof of past unlawful conduct and are often incomplete ... the fact of an arrest is not a reliable basis upon which to assess the potential risk to resident safety or property posed by a particular individual." HUD Guidance at 5, https://www.hud.gov/sites/documents/HUD_OGCGUIDAPPFHASTANDCR.PDF. The risk is even more attenuated here. Jovon was in *Pittsburgh*, was not on the lease, and *would not be living with Ms. Griffith*. Ms. Griffith *attempted to explain* these things to John Gruver but he would not listen to, or consider, her explanation.

RELIEF REQUESTED

23. The Complainant prays that this Commission:

- Finds that Respondents have engaged in unlawful discriminatory practices on the basis of race by refusing to lease the rental property at 406 N. Earl Street, Shippensburg, PA 17257, to Ms. Griffith because of her race, African American, in violation of the PHRA, 43 P.S. § 955(h)(1);
- Requires Respondents to cease and desist from engaging in unlawful discriminatory practices as described in 43 P.S. § 955(h);
- Makes a determination of Ms. Griffith’s entitlement to compensatory and actual damages as described in 43 P.S. § 955(f)(1), including “damages caused by humiliation and embarrassment” suffered as a result of any unlawful discriminatory practices described herein;
- Makes a determination concerning the appropriate civil penalty as described in 43 P.S. § 955(f)(2);
- Requires Respondents to pay full reimbursement to the Office of Attorney General of all costs incurred in conducting its investigation, pursuing this Complaint before the Commission, and monitoring compliance with the Order;
- Takes any other appropriate action the Commission deems necessary and appropriate; and
- Provides such further relief as the Commission deems necessary and appropriate.

FOR THE COMMONWEALTH:

Respectfully Submitted,

JOSH SHAPIRO
Attorney General

JAMES A. DONAHUE, III
Executive Deputy Attorney General
Public Protection Division

CORBETT L. ANDERSON
Chief Deputy Attorney General
Civil Rights Enforcement Section

Date: June 9, 2021

By: /s Catherine Twigg
CATHERINE TWIGG
Deputy Attorney General
Civil Rights Enforcement Section
Fair Labor Section

**COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE
PENNSYLVANIA HUMAN RELATIONS COMMISSION
THIRD AMENDED COMPLAINT**

Attorney General Josh Shapiro,	:	
	:	
Complainant	:	
	:	
v.	:	
	:	PHRC Nos.
John Timothy Gruver & Bonnie Gruver,	:	201904166
Amanda Ridgway, d/b/a Ridgway Real Estate,	:	201904167
Robert Jordan Gruver & Kelly Gruver,	:	201904168
	:	
Respondents	:	

INTRODUCTION

1. The Complainant is the Attorney General Josh Shapiro, through the Civil Rights Enforcement Section of the Office of Attorney General (Attorney General).
2. Respondent Amanda Ridgway is a real estate broker, licensed in Pennsylvania.¹ Ms. Ridgway owns and operates Ridgway Real Estate, which is a fictitious entity providing real estate services. Amanda Ridgway, through Ridgway Real Estate, acted at all relevant times as the agent of John Timothy and Bonnie Gruver, the owners of the rental property at 406 N. Earl Street Shippensburg, PA 17257. Respondent's mailing address is 9974 Molly Pitcher Hwy, Ste. 1, Shippensburg, PA 17257.
3. Annette Griffith complained to the Civil Rights Enforcement Section of the Attorney General on May 5, 2020, alleging that she had been subject to discrimination based on her race, African American, in the provision of rental housing.
4. The Attorney General files this Complaint under the express authority granted by the Pennsylvania Human Relations Act (PHRA), 43 P.S. § 959, and pursuant to his authority as *parens patriae* to protect the general welfare of the Commonwealth and its residents by ensuring that housing is made available equally to individuals of all races, national origins, and/or any other protected classes of individuals.

FACTS

5. During the relevant time period, Ms. Griffith was a 61-year-old grandmother. She had custody of three of her grandchildren (who were aged 8-16): Kareena, Elijah, and

¹ According to the PA DOS licensing system search, Amanda Ridgway's License No. is RM423680. On her website, Ms. Ridgway lists License No. SB065636.

Rochon. Ms. Griffith's late husband was named William Perry and Ms. Griffith previously used the last name "Griffith-Perry," but her legal name is Griffith.

6. At the beginning of April 2020, Ms. Griffith gave 60-day notice to her landlord that she would be moving out. Ms. Griffith found a rental property at 406 N. Earl Street in Shippensburg, PA 17257 and submitted an application to Ridgway Real Estate, who had listed the property. Ms. Griffith provided her information to Ridgway Real Estate to conduct a credit check and background check.
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8. On April 10, 2020, Ms. Griffith agreed to lease the property at 406 N. Earl Street for a term of one year, starting on May 1, 2020. (Exhibit A – Lease Agreement). On the lease, the landlord for this property was identified as John Timothy and Bonnie Gruver. Ms. Griffith listed the names of the three grandchildren who would live with her on the lease (Kareena, Elijah, and Rochon).
9. Leah Helm, a Real Estate Agent working as a Property Manager for Ridgway Real Estate, was identified on the lease as the Landlord's Agent and signed some of the attached documents, including the Nonrefundable Commitment Retainer. Upon information and belief, Amanda Ridgway signed the lease as the agent for John Timothy and Bonnie Gruver. Ms. Griffith did not meet or speak with any of the Gruvers on or prior to April 10, 2020.
10. Ms. Griffith paid \$30 as an application fee for the apartment and \$1000 as a Nonrefundable Commitment Retainer when she signed the lease on April 10, 2020. Ms. Griffith purchased a \$1300 money order for the security deposit, which she was told to bring on May 1, 2020 at 10:00 a.m. when she would move in. Ms. Griffith purchased a washing machine, dryer, and lawnmower for her new home.
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behind Jovon's arrest. Mr. Gruver would not listen, responding, "I don't want to hear it." He also said, "I know who you are."

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17. During her short time on the property, Ms. Griffith found a "No Trespassing" sign and a letter from Leah Helm on Ridgway Real Estate letterhead posted on the door, dated April 22, 2020. (Exhibit C – Photographs). The letter was addressed to Ms. Griffith and stated that the landlord did not want to rent to her and the lease was void.
18. Ms. Griffith called 911. A Pennsylvania State Police (PSP) trooper came to the property and spoke with both parties. Robert Jordan Gruver requested that the PSP trooper arrest Ms. Griffith for trespassing. Ms. Griffith showed the PSP trooper her lease. No arrests were made and the PSP trooper advised them that this was a landlord/tenant matter and they should settle the dispute in court.
19. As of May 12, 2020, Ms. Griffith had not been permitted to access or move into the rental property at 406 N. Earl Street. As of May 12, 2020, Ms. Griffith and her grandchildren did not have a place to live starting June 1, 2020, as there were new tenants scheduled to move into the apartment she had been living in. As of May 12, 2020, Ms. Griffith had not

received a refund for the \$1000 Nonrefundable Commitment Retainer she paid for the rental property. Ms. Griffith's belongings were packed in anticipation of the move and were being stored in a storage unit because she could not move in to the rental property.

RACE DISCRIMINATION

Count I:

Respondent Aided and Abetted the Voiding of Ms. Griffith's Lease Based on Her Race

20. Respondent Amanda Ridgway, through Ridgway Real Estate, aided and abetted John Timothy Gruver and Bonnie Gruver's unlawful discriminatory conduct in violation of the PHRA, 43 P.S. § 955(e). Respondent knew or should have known that John Timothy Gruver and Bonnie Gruver discriminated against Ms. Griffith in voiding her lease because of Ms. Griffith's race, African American, either by intent or by unjustified disparate impact. Yet Respondent and her employee, acting as the agent of John Timothy Gruver and Bonnie Gruver, informed Ms. Griffith that the lease was voided through phone conversations and the letter posted on the door of 406 N. Earl Street dated April 22, 2020, and refused to return Ms. Griffith's messages.

RELIEF REQUESTED

21. The Complainant prays that this Commission:
- Finds that Respondent has engaged in an unlawful discriminatory practice in violation of the PHRA, 43 P.S. § 955(e) by aiding and abetting John Timothy and Bonnie Gruver in refusing to lease to Ms. Griffith, or otherwise denying or withholding the housing accommodation at 406 N. Earl Street, Shippensburg, PA 17257, because of Ms. Griffith's race, African American;
 - Requires Respondent to cease and desist from engaging in unlawful discriminatory practices as described in 43 P.S. § 955;
 - Makes a determination of Ms. Griffith's entitlement to compensatory and actual damages as described in 43 P.S. § 955(f)(1), including "damages caused by humiliation and embarrassment" suffered as a result of any unlawful discriminatory practices described herein;
 - Makes a determination concerning the appropriate civil penalty as described in 43 P.S. § 955(f)(2);
 - Requires Respondents to pay full reimbursement to the Office of Attorney General of all costs incurred in conducting its investigation, pursuing this Complaint before the Commission, and monitoring compliance with the Order;

- Takes any other appropriate action the Commission deems necessary and appropriate; and
- Provides such further relief as the Commission deems necessary and appropriate.

FOR THE COMMONWEALTH:

Respectfully Submitted,

JOSH SHAPIRO
Attorney General

JAMES A. DONAHUE, III
Executive Deputy Attorney General
Public Protection Division

CORBETT L. ANDERSON
Chief Deputy Attorney General
Civil Rights Enforcement Section

Date: August 15, 2022

By: /s/ Catherine Twigg
CATHERINE TWIGG
Deputy Attorney General
Civil Rights Enforcement Section
Fair Labor Section

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

Attorney General Josh Shapiro,	:	
	:	
Complainant	:	
	:	
v.	:	PHRC CASE No. 201904168
	:	
Robert Jordan Gruver & Kelly Gruver,	:	
	:	
Respondents	:	

INTRODUCTION

1. The Complainant is the Attorney General Josh Shapiro, through the Civil Rights Enforcement Section of the Office of Attorney General (Attorney General).
2. Respondents Robert Jordan Gruver and Kelly Gruver are the son and daughter-in-law, respectively, of John Timothy and Bonnie Gruver, the owners of the rental property at 406 N. Earl Street Shippensburg, PA 17257. Respondents' mailing address is 408 N. Earl Street, Shippensburg, PA 17257 and it is adjacent to the rental property.
3. Annette Griffith complained to the Civil Rights Enforcement Section of the Attorney General on May 5, 2020, alleging that she had been subject to discrimination based on her race, African American, in the provision of rental housing.
4. The Attorney General files this Complaint under the express authority granted by the Pennsylvania Human Relations Act (PHRA), 43 P.S. § 959, and pursuant to his authority as *parens patriae* to protect the general welfare of the Commonwealth and its residents by ensuring that housing is made available equally to individuals of all races, national origins, and/or any other protected classes of individuals.

FACTS

5. During the relevant time period, Ms. Griffith was a 61-year-old grandmother. She had custody of three of her grandchildren (who were aged 8-16): Kareena, Elijah, and Rochon. Ms. Griffith's late husband was named William Perry and Ms. Griffith previously used the last name "Griffith-Perry," but her legal name is Griffith.
6. At the beginning of April 2020, Ms. Griffith gave 60-day notice to her landlord that she would be moving out. Ms. Griffith found a rental property at 406 N. Earl Street in Shippensburg, PA 17257 and submitted an application to Ridgway Real Estate, who had listed the property. Ms. Griffith provided her information to Ridgway Real Estate to conduct a credit check and background check.

7. During the relevant time period, Ms. Griffith had an 18-year-old grandson, Jovon Smith, who had previously lived with her after being abused by a family member. Jovon, who is autistic, was arrested in September 2019 when he was 17 years old, and charged for his alleged involvement in a violent incident. As of May 2020, Jovon's charges had not been adjudicated and he was living in a juvenile facility in Pittsburgh. Jovon was not going to live with Ms. Griffith at 406 N. Earl Street.
8. On April 10, 2020, Ms. Griffith agreed to lease the property at 406 N. Earl Street for a term of one year, starting on May 1, 2020. (Exhibit A – Lease Agreement). On the lease, the landlord for this property was identified as John Timothy and Bonnie Gruver. Ms. Griffith listed the names of the three grandchildren who would live with her on the lease (Kareena, Elijah, and Rochon).
9. Leah Helm, a Real Estate Agent working as a Property Manager for Ridgway Real Estate, State License # RS223078L, was identified on the lease as the Landlord's Agent and signed some of the attached documents, including the Nonrefundable Commitment Retainer. Upon information and belief, Amanda Ridgway, the broker for Respondent Ridgway Real Estate, State License # SB065636, signed the lease as the agent for John Timothy and Bonnie Gruver. Ms. Griffith did not meet or speak with any of the Gruvers on or prior to April 10, 2020.
10. Ms. Griffith paid \$30 as an application fee for the apartment and \$1000 as a Nonrefundable Commitment Retainer when she signed the lease on April 10, 2020. Ms. Griffith purchased a \$1300 money order for the security deposit, which she was told to bring on May 1, 2020 at 10:00 a.m. when she would move in. Ms. Griffith purchased a washing machine, dryer, and lawnmower for her new home.
11. On or about April 20, 2020, Ms. Griffith received a phone call from Leah Helm stating that the landlord needed to speak to her and no longer wanted to rent to her. When Ms. Griffith asked why, Ms. Helm said, "I'll let them tell you." Ms. Helm stated that the lease was cancelled. Ms. Griffith called the landlord and left a voicemail.
12. On April 21, 2020, Ms. Griffith received a call which she believes was from John Timothy Gruver who told Ms. Griffith that she could not move in because of information he heard about her grandson, Jovon. Ms. Griffith attempted to explain that Jovon lived in Pittsburgh, was not listed on the lease, and would not be moving into 406 N. Earl Street in Shippensburg. Ms. Griffith also attempted to explain the mitigating circumstances behind Jovon's arrest. Mr. Gruver would not listen, responding, "I don't want to hear it." He also said, "I know who you are."
13. During the phone call on April 21, 2020, Ms. Griffith said to Mr. Gruver, "You found out I was black?" Mr. Gruver responded, "Something like that." Mr. Gruver stated that he was afraid Ms. Griffith's family would hurt his grandkids. Although Ms. Griffith explained that she would be homeless if she couldn't move into the rental property, Mr. Gruver said, "I don't care."

14. Ms. Griffith then called Leah Helm, and expressed her belief that Mr. Gruver discriminated against her. Ms. Helm advised Ms. Griffith to try to talk to Mr. Gruver again. Ms. Griffith did so, but her calls repeatedly went unanswered and unreturned. Ms. Helm likewise stopped returning Ms. Griffith's messages.
15. On May 1, 2020, Ms. Griffith arrived at the property, accompanied by her personal homecare aide. While at the property in her vehicle in the driveway, Ms. Griffith was approached by three people, who did not identify themselves to her. Upon information and belief, these three people were Respondents Robert Jordan Gruver and Kelly Gruver, and Angel Mitchell. Robert Jordan Gruver and Kelly Gruver live at 408 N. Earl Street, which is adjacent to 406 N. Earl Street.
16. During the interaction on May 1, 2020, Ms. Griffith alleges that Respondent Robert Jordan Gruver told her "get your black ass off my property." She further alleges that the following statements were made by one of the three people: "She's a nigger and not getting the key," and "I'm not living next to a nigger." Ms. Griffith is unsure which of the three people made these statements. Respondent Kelly Gruver was yelling and made several racial slurs toward Ms. Griffith. Robert Jordan Gruver and Angel Mitchell were saying things more quietly and Ms. Griffith does not recall their other statements specifically. Ms. Griffith's aide was with her and filmed a video of part of the interaction on his cell phone, including racial slurs. (Exhibit B – Video). The video shows a woman, believed to be Respondent Kelly Gruver calling Ms. Griffith a "fucking nigger" and saying "you don't belong here."
17. During her short time on the property, Ms. Griffith found a "No Trespassing" sign and a letter from Leah Helm of Ridgway Real Estate posted on the door, dated April 22, 2020. (Exhibit C – Photographs). The letter was addressed to Ms. Griffith and stated that the landlord did not want to rent to her and the lease was void.
18. Ms. Griffith called 911. A Pennsylvania State Police (PSP) trooper came to the property and spoke with both parties. Respondent Robert Jordan Gruver requested that the PSP trooper arrest Ms. Griffith for trespassing. Ms. Griffith showed the PSP trooper her lease. No arrests were made and the PSP trooper advised them that this was a landlord/tenant matter and they should settle the dispute in court.
19. As of May 12, 2020, Ms. Griffith had not been permitted to access or move into the rental property at 406 N. Earl Street. As of May 12, 2020, Ms. Griffith and her grandchildren did not have a place to live starting June 1, 2020, as there were new tenants scheduled to move into the apartment she had been living in. As of May 12, 2020, Ms. Griffith had not received a refund for the \$1000 Nonrefundable Commitment Retainer she paid for the rental property. Ms. Griffith's belongings were packed in anticipation of the move and were stored in a storage unit because she could not move in to the rental property.

RACE DISCRIMINATION

Count I:

Respondents Harassed Ms. Griffith Based on Her Race

20. Respondents' conduct toward Ms. Griffith on May 1, 2020, by subjecting her to racial invective when she attempted to move into the rental property, created a hostile housing environment and thus constituted discrimination in the terms and conditions of leasing a housing accommodation because of race, African American, in violation of the PHRA, 43 P.S. § 955(h)(3) and 16 Pa. Code § 45.11(a)(1) and (b). Respondents Robert Jordan Gruver and Kelly Gruver harassed Ms. Griffith because of her race, through their statements. Respondent Robert Jordan Gruver said "get your black ass off my property." Respondent Kelly Gruver was yelling and made several racial slurs toward her, including calling Ms. Griffith a "fucking nigger" and saying "you don't belong here," both of which was captured by video. Either of Respondents may have said, "She's a nigger and not getting the key," and said "I'm not living next to a nigger." The discrimination described herein was intentional.

Count II:

Respondents Aided and Abetted the Voiding of Ms. Griffith's Lease Based on Her Race

21. Respondents aided and abetted John Timothy Gruver and Bonnie Gruver's unlawful discriminatory conduct in violation of the PHRA, 43 P.S. § 955(e) and 16 Pa. Code § 45.11(a)(1) and (b). Respondents conduct on May 1, 2020, including their hostile statements and racial slurs directed toward Ms. Griffith, assisted John Timothy Gruver and Bonnie Gruver in refusing to lease to Ms. Griffith, or otherwise denying or withholding from Ms. Griffith, the rental property at 406 N. Earl Street on May 1, 2020, in accordance with the lease agreement.

RELIEF REQUESTED

22. The Complainant prays that this Commission:
- Finds that Respondents engaged in an unlawful discriminatory practice on the basis of race by harassing Ms. Griffith and creating a hostile housing environment in violation of the PHRA, 43 P.S. § 955(h)(3) and 16 Pa. Code § 45.11(a)(1) and (b);
 - Finds that Respondents engaged in an unlawful discriminatory practice in violation of the PHRA, 43 P.S. § 955(e), by aiding and abetting John Timothy and Bonnie Gruver's racially discriminatory refusal to lease the rental property at 406 N. Earl Street, Shippensburg, PA 17257, to Ms. Griffith;
 - Requires Respondents to cease and desist from engaging in unlawful discriminatory practices as described in 43 P.S. § 955 and 16 Pa. Code § 45.11;

- Makes a determination of Ms. Griffith’s entitlement to compensatory and actual damages as described in 43 P.S. § 955(f)(1), including “damages caused by humiliation and embarrassment” suffered as a result of any unlawful discriminatory practices described herein;
- Makes a determination concerning the appropriate civil penalty as described in 43 P.S. § 955(f)(2);
- Requires Respondents to pay full reimbursement to the Office of Attorney General of all costs incurred in conducting its investigation, pursuing this Complaint before the Commission, and monitoring compliance with the Order;
- Takes any other appropriate action the Commission deems necessary and appropriate; and
- Provides such further relief as the Commission deems necessary and appropriate.

FOR THE COMMONWEALTH:

Respectfully Submitted,

JOSH SHAPIRO
Attorney General

JAMES A. DONAHUE, III
Executive Deputy Attorney General
Public Protection Division

CORBETT L. ANDERSON
Chief Deputy Attorney General
Civil Rights Enforcement Section

Date: June 9, 2021

By: /s/ Catherine Twigg
CATHERINE TWIGG
Deputy Attorney General
Civil Rights Enforcement Section
Fair Labor Section

APPENDIX II

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

Attorney General Michelle Henry, Complainant	:	
	:	
	:	
v.	:	PHRC No. 201904166
	:	
John Timothy Gruver & Bonnie Gruver, Respondents	:	

Attorney General Michelle Henry, Complainant	:	
	:	
	:	
v.	:	PHRC No. 201904167
	:	
Amanda Ridgway, d/b/a Ridgway Real Estate, Respondent	:	

Attorney General Michelle Henry, Complainant	:	
	:	
	:	
v.	:	PHRC No. 201904168
	:	
Robert Jordan Gruver & Kelly Gruver, Respondents	:	

TERMS OF SETTLEMENT

INDIVIDUAL REMEDIES/RELIEF:

1. Respondents shall pay Second Chance Ministry Community Church, 226 E. King Street, Chambersburg, PA 17201, the total gross amount of \$90,000. Payment shall be sent to P.O. Box 182, Chambersburg, PA 17201 within thirty (30) days of the entry of the Commission's Final Order.

ADDITIONAL REMEDIES:

2. Respondents, its employees, and/or agents will receive Fair Housing Training conducted by the Pennsylvania Human Relations Commission ("Commission") within (60) days of the entry of the Commission's Final Order.

3. Respondents John Timothy Gruver & Bonnie Gruver and Respondent Amanda Ridgway, d/b/a Ridgway Real Estate will institute a written policy regarding the use of criminal records consistent

with the April 4, 2016, Office of General Counsel Use of Criminal Record Guidance issued by the U.S. Department of Housing & Urban Development. Respondents shall submit a copy of their rental policy to the Commission's Legal Department for review and approval by OAG and PHRC within 60 days of the entry of the Commission's Final Order. Respondents will revise the policy in accordance with OAG and PHRC feedback.