

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

Marjorie K. Schall, Kimberley Imperiale	:	
	:	
Complainants	:	
	:	
v.	:	PHRC Case No. 202001047
	:	
Thomas Peter and Melissa Page Peter,	:	
	:	
Respondents.	:	
	:	

CONCILIATION AGREEMENT

WHEREAS, on the 30th day of October 2020, a verified complaint was filed with the Pennsylvania Human Relations Commission (hereinafter referred to as “Commission”), against the Thomas Peter and Melissa Page Peter (collectively, “Respondents”) by Marjorie K. Schall (“Schall”) and Kimberly Imperiale (“Imperiale”) (collectively, “Complainants”) Complainants alleging violations of the Pennsylvania Human Relations Act. The verified complaint was amended on April 28, 2022, and again, on May 31, 2022 (the “Complaint”).

WHEREAS, the aforesaid Complaint alleged that the Respondents had violated Sections 5(h)(1), and 5(h)(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 copy of such Complaint attached hereto as Appendix “A”;

WHEREAS, the Respondents do not admit any violation of the Act and expressly deny that they have engaged in any unlawful acts;

WHEREAS, the Parties wish to avoid litigation, and its associated costs;

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

WHEREAS, the Complainants 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 Complainants and Respondents hereby agree to be legally bound as follows:

1. The foregoing preamble shall be included herein as if fully set forth.
2. The Complainants and Respondents admit the jurisdiction of the Commission in this matter and hereby waive all objections thereto.
3. Appendices “A” and “B” annexed hereto are incorporated into this Agreement as integral parts hereof as if fully set forth.
4. 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 involving the Complainant and/or the Respondents, except that the Complainants 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.
5. The Respondents shall hereafter fully comply with all of the provisions of the Act and the regulations promulgated by the Commission. The Parties shall fully comply with each of the terms of settlement set forth in Appendix “B”.
6. The Respondents shall report to the Commission, in writing, the manner of compliance with the Terms of Settlement set forth in Appendix “B” within thirty (30) days of receipt of the attached Final Order.
7. The Complainants certify that their complaint has been satisfactorily adjusted in that the Respondents have agreed to the Terms of Settlement incorporated into the Agreement as Appendix “B” and requests the Commission to close the above-captioned case.
8. In consideration for the mutual promises and covenants contained herein, Schall, on behalf of herself and her agents, servants, assignees, successors, insurers, indemnitees, attorneys, transferees, descendants, dependents, marital community, heirs, executors, administrators, estate and/or representatives (“Releasing Parties”), and upon the condition that the Respondents fully comply with all the terms of settlement set forth in Appendix “B” of this Agreement, does hereby release and forever discharge, to the maximum extent permitted by law, Respondents from all manner of actions and causes of action with respect to and from any and all claims, demands, liens, agreements, grievances, contracts, covenants, actions, suits, causes of action, wages, obligations, debts, expenses, attorneys’ fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, including, but not limited to, all claims and allegations set forth or that could have been set forth in the Complaint. 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 based in whole or in part on any violation of the Act or other applicable law which may occur in the future.

9. In consideration for the mutual promises and covenants contained herein, Imperiale, on behalf of herself and her Releasing Parties, and upon the condition that the Respondents fully comply with all the terms of settlement set forth in Appendix "B" of this Agreement, does hereby release and forever discharge, to the maximum extent permitted by law, Respondents from all manner of actions and causes of action with respect to and from any and all claims, demands, liens, agreements, grievances, contracts, covenants, actions, suits, causes of action, wages, obligations, debts, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, including, but not limited to, all claims and allegations set forth or that could have been set forth in the Complaint. 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 based in whole or in part on any violation of the Act or other applicable law which may occur in the future.
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, except that – if the general releases set forth in Paragraphs 9 and 10 are deemed to be unenforceable in the event a Complainant brings a subsequent cause of action against Respondents for alleged actions that occurred prior to execution of this Agreement – then the Agreement shall be deemed null and void and Complainants shall be required to make repayment of the settlement payments set forth in the Terms of Settlement within fourteen (14) days of such a determination.
11. The settlement embodied in this Agreement reflects a compromise of disputed claims and is not, and shall not be construed as, an admission or concession of any liability on the party of any party hereto, the same being expressly denied.
12. The Complainants and the 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.
13. The parties acknowledge and agree that after approval by the Pennsylvania Human Relations Commission, this document may be made public. EXCEPTIONS TO THE PUBLICATION REQUIREMENT MAY BE MADE BY THE COMMISSION AND

MAY INCLUDE, BUT ARE NOT LIMITED TO, SEXUAL HARASSMENT CLAIMS, CLAIMS WHICH DESCRIBE A COMPLAINANT'S PHYSICAL OR MENTAL CONDITION OR MEDICAL DIAGNOSES, OR CLAIMS THAT INDICATE THAT A COMPLAINANT IS A RESIDENT IN A DOMESTIC VIOLENCE SHELTER OR OTHER PROTECTED RESIDENCE WHICH COMPLAINANT BELIEVES MAY, IF DISCLOSED, BE A SAFETY RISK. NOTHING IN THIS PARAGRAPH SHALL PRECLUDE THE COMMISSION FROM REDACTING INFORMATION IN LIEU OF NON-PUBLICATION.

14. Subject to the terms of this Agreement, the Parties agree that this Complaint is dismissed with prejudice, with each Party responsible for its own costs and attorneys' fees.

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.

BY THE RESPONDENTS:

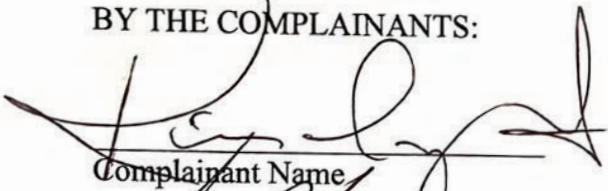
Thomas Peter Date: 7/10/2023
Respondents Representative Name

M. Pappas Date: 7/10/2023
ATTEST/WITNESS

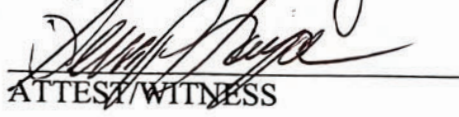
M. Pappas Date: 7/10/2023
Respondents Representative Name

Thomas Peter Date: 7/10/2023
ATTEST/WITNESS:

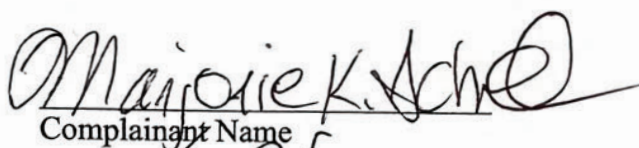
BY THE COMPLAINANTS:


Complainant Name

Date: 7/10/23


ATTEST/WITNESS

Date: 7/10/23



Complainant Name

Date: 7/10/23

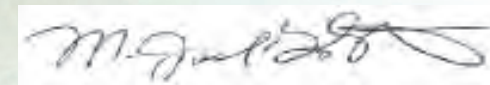

ATTEST/WITNESS:

Date: 7/10/23

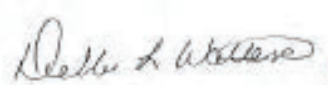
Recommended for approval by the Commission and entry as a Consent Order:


Chad Dion Lassiter, 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 2nd day of August, 2023 .


Chairperson Pennsylvania Human Relations Commission

ATTEST:

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

COMMONWEALTH OF PENNSYLVANIA

GOVERNOR'S OFFICE

PENNSYLVANIA HUMAN RELATIONS COMMISSION

Marjorie K. Schall, :
Kimberley Imperiale, :
Complainants :
v. : PHRC Case No. 202001047
Thomas Peter and Melissa Page Peter, :
Respondents :

THIRD AMENDED COMPLAINT

JURISDICTION

1. Jurisdiction is pursuant to the Pennsylvania Human Relations Act 43 P.S. §§ 951-963.

PARTIES

2. The Complainants herein are:

Marjorie K. Schall
The Cynwyd Apartments
130 Monument Rd.
Bala Cynwyd, PA 19004

Kimberley Imperiale
7 Wynnewood Ct, Apartment 1
Narberth, PA 19072

3. Respondents herein are:

Thomas Peter and Melissa Page Peter
836 Buck Lane
Haverford, PA 19041

4. Marjorie K. Schall is the mother of Noah Schall. At all times relevant herein, Noah Schall was a fourteen-year-old minor child who resides with Marjorie K. Schall part-time.
5. Kimberley Imperiale is an adult female and an intended roommate of Marjorie Schall.
6. Complainant Marjorie K. Schall, Complainant Kimberley Imperiale, and minor Noah Schall sought to rent or occupy a property owned by Respondents at 836 Buck Lane, Haverford, PA 19041 (the "subject property").

Count I: Discriminatory refusal to lease housing due to familial status

7. Paragraphs 1-6 are incorporated herein by reference as though set forth in full.
8. On or about July 6, 2020, Complainant Schall responded to an advertisement on Craigslist.com for an apartment at 836 Buck Lane, Haverford, PA 19041 owned by Respondents (the "subject property").
9. On or about July 11, 2020, Complainant Schall toured the subject property with Respondent Thomas Peter ("Respondent T. Peter") and informed him that her minor child would be residing part-time with her at the subject property.
10. On or about July 12, 2020, in response to Complainant Schall's interest about renting the subject property, Respondent T. Peter sent a rental application to her.
11. Later that day, Complainant Schall submitted a rental application to Respondent T. Peter to begin renting the Carriage House located at 836 Buck Lane, Haverford, PA 19041.
12. On or about July 14, 2020, Respondent T. Peter sent an email to Complainant Schall stating, "I looked at your application and it looks great. However, I am a little concerned about how you will be able to afford rent because you are currently unemployed. Would you be able to have a guarantor co-sign?"
13. On or about July 15, 2020, Complainant Schall told Respondent T. Peter that she was "still working on a guarantor," and she asked Respondent T. Peter if he would consider the option to add her friend, Kimberley Imperiale to the lease as her roommate.
14. Respondent T. Peter informed Complainant Schall that he agreed to her suggestion to include Complainant Kimberley Imperiale to the leasing application. Respondent T. Peter also informed Complainant Schall that he will add a \$200 fee for parking for 2 cars and promised to have the lease available in 48 hours.
15. On or about August 9, 2020, Complainants met with Respondent T. Peter to review the lease. During the lease review meeting, Respondent T. Peter indicated that Complainant Schall's minor child would be added to the lease.

16. On or about August 10, 2020, Respondent T. Peter told Complainant Schall that he spoke with his wife, Respondent Melissa Peter, about Complainant Schall's minor child.

17. Respondent T. Peter told Complainant Schall that Respondent Melissa Peter was concerned about having a teenager residing in the subject property. Respondent T. Peter informed Complainant Schall that Respondent Melissa Peter did not want to rent the subject property to her because of her minor son.

18. Based upon the foregoing, we allege that the Respondent(s) violated Section 5 (h)(1) of the Pennsylvania Human Relations Act, 43 P.S. §§ 951-963. We pray that the Respondent(s) be required to provide all appropriate remedies under Section 9 of the Pennsylvania Human Relations Act.

Count II: Discriminatory statement due to familial status

19. Paragraphs 1-18 are incorporated herein by reference as though set forth in full.

20. Respondent T. Peter told Complainant Schall Respondent Melissa Peter was concerned about having a teenager residing in the subject property.

21. Respondent T. Peter informed Complainant Schall that Respondent Melissa Peter did not want to rent the subject property to her because of her minor son.

22. Respondent T. Peter told Complainants, "I spoke to Melissa; her biggest concern is the teenager. Unfortunately, that is a non-negotiable for her..."

23. Based upon the foregoing, we allege that the Respondent(s) violated Section 5 (h)(5) of the Pennsylvania Human Relations Act, 43 P.S. §§ 951-963. We pray that the Respondent(s) be required to provide all appropriate remedies under Section 9 of the Pennsylvania Human Relations Act.

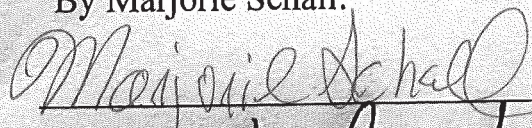
VERIFICATION

I hereby verify that the statements contained in this Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

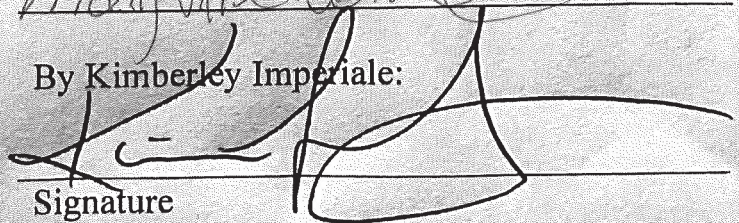
Date:

May 31, 2022

By Marjorie Schall:



By Kimberley Imperiale:


Signature

Date:

May 31, 2022

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Thomas Peter and Melissa Page Peter,	:	
	:	
Respondents.	:	
	:	

TERMS OF SETTLEMENT

1. Respondents shall pay to Complainants seventy-seven thousand dollars (\$77,000) within sixty days of the entry of the Commission's Final Order. Respondent shall submit checks to each Complainant as follows:
 - a. A check payable to Marjorie K. Schall in the amount of \$46, 200 sent by certified mail to 130 Monument Rd, Apt. 406, Bala Cynwyd PA 19004
 - b. A check payable to Kimberley Imperiale in the amount of \$30,800 sent by certified mail to 3601 Haywood St, Philadelphia, PA 19129.
2. The parties agree that they shall fully assume all tax obligations, if any, on this payment, and that they shall be exclusively liable for the payment of all federal, state and local taxes which may be determined to be due as a result of any payments made or received pursuant to this Agreement.
3. Neither party shall make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the other party.

APPENDIX "B"


**COMMONWEALTH OF PENNSYLVANIA
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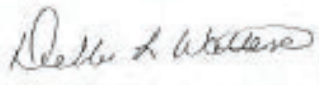
FINAL ORDER

AND NOW, this 2nd day of August, 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: 
Chairperson

ATTEST:

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