

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

Jessica Rothermel,	:	
Complainant	:	
	:	
v.	:	PHRC Case No. 202312475
	:	
Mary Ann Ciarlone,	:	
Respondent	:	

STATEMENT OF THE CASE

FINDINGS OF FACT

CONCLUSIONS OF LAW

OPINION

RECOMMENDATION OF HEARING EXAMINER

FINAL ORDER

STATEMENT OF THE CASE

TAMARA SHEHADEH-COPE, HEARING EXAMINER. A public hearing was held in this matter in Berks County, Pennsylvania, on March 25, 2026. Complainant Jessica Rothermel (“Complainant”) filed a Complaint in PHRC Case No. 202312475 on or about December 6, 2023 against Mary Ann Ciarlone (“Respondent”). The Complaint alleged that Respondent discriminated against Complainant on the basis of her disability when she denied Complainant’s request for a reasonable accommodation in the form of the presence of an emotional support animal (“ESA”). The Complaint also alleges that Respondent retaliated against Complainant because of her disability. Respondent filed a timely Answer denying the allegations set forth in the Complaint. Complainant was represented by Stephanie Chapman, Esq. No one was present on behalf of Respondent.

FINDINGS OF FACT¹

1. Complainant is Jessica Rothermel (“Complainant”).
2. The Respondent is Mary Ann Ciarlone (“Respondent”).
3. In December 2016, Complainant signed a lease with Respondent to live in the subject housing unit located at 511 Oley St., 3rd Fl., Reading, PA, 19601. Tr. 17; C.E. 1.
4. On or about August 1, 2021, a new month-to-month lease was signed following a rent increase. Tr. 20; C.E. 1.
5. Complainant lived in the subject housing unit from December 2016 through April 2024. Tr. 18.
6. The rent was \$550.00 per month. Tr. 20.
7. In 2011, Complainant was receiving treatment for her mental disabilities. Tr. 22.
8. Complainant’s most recent diagnoses were made in late 2020. Tr. 67; C.E. 8.
9. Complainant was diagnosed with bipolar II disorder, major depressive disorder, post-traumatic stress disorder, and anxiety disorder. Tr. 21; C.E. 8.
10. Complainant informed Respondent of her disabilities in 2020. Tr. 23-25.
11. By letter dated September 14, 2023, Irene Heckman, LCSW, prescribed Complainant an emotional support animal (“ESA”) for her disabilities. Tr. 59; C.E. 7.

¹ Explanation of Abbreviations

Tr.= Hearing Transcript

J.E.= Joint Exhibit

C.E.= Complainant Exhibit

R.E.= Respondent Exhibit

J.S.= Joint Stipulations

12. On October 10, 2023, Complainant scheduled a meeting with Respondent and with Complainant's case manager, Ashley Binkley, to discuss her ESA request. Tr. 28-29, 75; C.E. 2.
13. Respondent failed to show up to the scheduled meeting and asked that Binkley send any information to her directly. Tr. 30, 75; C.E.2.
14. On October 11, 2023, Complainant's case manager e-mailed Respondent regarding Complainant being prescribed an ESA and requested the reasonable accommodation of an ESA on Complainant's behalf. She included the diagnosis letter as well as additional Fair Housing information. Tr. 75-76; C.E.9.
15. On October 12, 2023, Respondent replied to the email. In her response, Respondent denied the requested ESA accommodation for Complainant and said that if Complainant must move to find appropriate accommodations, she would understand and allow adequate time to do so. Tr. 77-78, 82; C.E.9.
16. Following the October 12, 2023 e-mail, Respondent ceased to have any further discussion with Complainant about her request. Tr. 32.
17. On or around October 22, 2023, Complainant got her ESA, Fozzy Bear. Tr. 33.
18. On or about October 30, 2023, Respondent saw Complainant's ESA, asked what that was, and took a picture of Fozzy Bear. Tr. 34.
19. On November 6, 2023, a lease termination notice was posted on Complainant's door and in the common area of the property known as the vestibule, requiring Complainant to vacate the property by January 4, 2024. Tr. 36-39; C.E. 3, 4.
20. There were no termination notices for the other two tenants also living at the subject property. Tr. 39.

21. Complainant moved out of the subject unit on April 27, 2024. Tr. 42.
22. Complainant paid Yeti and Boost Moving Company \$550.00 to move her out of the property. Tr. 41; C.E.5.
23. Complainant also needed additional therapy during this time due to the additional stress caused by the ESA refusal and subsequent eviction. Tr. 42-43.
24. Complainant paid \$379.23 in co-payments for the therapy she received between November 9, 2023, and April 23, 2024. C.E. 6.
25. Respondent owns multiple rental properties in the area. Tr. 48-49.
26. On or about December 6, 2023, Complainant filed a verified complaint against Respondent, with the Pennsylvania Human Relations Commission (“PHRC”). J.E. 1.
27. Respondent, on or about January 6, 2024, filed a verified answer to the complaint. J.E. 2.
28. Following an investigation, probable cause findings were approved by the Legal Division on March 21, 2025. J.E. 3.
29. Conciliation failed on April 22, 2025, after the Respondent refused to attend. J.E. 3.
30. A public hearing was held on March 25, 2026.

CONCLUSIONS OF LAW

1. The Pennsylvania Human Relations Commission (the “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 in this case.
3. Complainant is an individual within the meaning of the Pennsylvania Human Relations Act (“PHRA”).
4. Respondent is a housing provider within the meaning of the PHRA.
5. To establish a *prima facie* case of discrimination by refusing to provide a reasonable accommodation, Complainant must show that the requested accommodation is necessary to afford handicapped persons an equal opportunity to use and enjoy a dwelling. *Reading Housing Authority v. Pennsylvania Human Relations Commission*, 349 A.3d 502 (2025).
6. Complainant has established a *prima facie* case of discrimination for refusing to provide a reasonable accommodation.
7. Once Complainant established a *prima facie case* of discrimination, the burden shifted to Respondent to show that the requested accommodation was unreasonable. *Id.*
8. Respondent failed to establish that the proposed accommodation was unreasonable.
9. To establish a *prima facie* case of a retaliatory eviction, Complainant must show:
 - a. That she participated in a protected activity;
 - b. That Respondent was aware of Complainant’s participation in a protected activity;
 - c. That after Complainant’s participation in a protected activity, Complainant suffered an adverse action; and

- d. That a causal connection exists between the protected activity and the adverse action. *Spanish Council of York v. Pa. Human Relations Comm’n*, 879 A.2d 391, 399 (Pa. Cmwlth. 2005).
10. Requesting a reasonable accommodation is a protected activity under the PHRA.
11. Complainant has established a *prima facie* case of retaliation.
12. Respondent has failed to offer a legitimate non-discriminatory reason for terminating Complainant’s lease.
13. Complainant is entitled to damages.
14. The PHRC has broad discretion in fashioning a remedy and their actions are entitled to deference by a reviewing Court.
15. The PHRC may award actual damages, including damages caused by embarrassment and humiliation.
16. Embarrassment and humiliation damages encompass claims of emotional distress.
17. The PHRC may assess a civil penalty against Respondents of up to \$10,000 per violation if the Respondents have not been adjudged to have committed a prior discriminatory practice. 43 P.S. §959(f)(2)(i).
18. A civil penalty may be imposed without consideration of a Respondent’s financial situation if Respondent fails to produce evidence that would tend to mitigate the amount to be assessed. *Campbell v. United States*, 365 U.S. 85, 96 (1961).

OPINION

This case arises out of a complaint filed by Jessica Rothermel (“Complainant”) against Mary Ann Ciarlone (“Respondent”). Complainant’s complaint was filed on or about December 6, 2023, at PHRC Case No. 202312475. The Complaint alleges that Respondent

failed to accommodate Complainant's alleged disabilities of Post Traumatic Stress Disorder, bipolar disorder, and anxiety disorder by denying her request for an emotional support animal on the premises and retaliated against Complainant because of her alleged disabilities.

PHRC staff investigated the Complaint and found probable cause to credit Complainant's allegations of discrimination. The PHRC and the parties attempted to resolve the case through conference, conciliation, and persuasion, but were unsuccessful. A hearing was then held on March 25, 2026 in Berks County, Pennsylvania. Complainant was represented by Stephanie M. Chapman, Esquire. No one appeared on behalf of Respondent. Respondent was properly served with notice of all proceedings relating to this matter, including the public hearing, via U.S. Mail. Post-hearing briefs were due by the parties in May 2026.

Pennsylvania enacted the Pennsylvania Human Relations Act (PHRA) to prevent and eliminate unlawful discrimination on the basis of "race, color, religious creed, ancestry, age, sex, national origin, handicap or disability" in various contexts, including housing accommodations. See generally 43 P.S. §§ 952, 955. The PHRA defines the term "handicap or disability" with respect to a person, as: (1) a physical or mental impairment which substantially limits one or more of such person's major life activities; (2) a record of having such an impairment; or (3) being regarded as having such an impairment. 43 P.S. § 954.

Section 5(h)(3.2) of the PHRA provides in relevant part,

It shall be an unlawful discriminatory practice...for a person to refuse to make reasonable accommodations in rules, policies or practices or services when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a housing accommodation.

This statutory provision is supplemented by a regulation found at 16 Pa. Code §45.5 (b) which states,

A person may not deny a person with a handicap or disability the opportunity to use, enjoy or benefit from housing accommodations or commercial property subject to the coverage of the act if a basis of the denial is the need for reasonable accommodations. (1) A person may not refuse to make reasonable accommodations in rules, policies, practices and procedures when the accommodation may be necessary to afford a person with a handicap or disability equal opportunity to use and enjoy a dwelling unit, including public and common use areas.

Pennsylvania courts generally interpret the PHRA “as identical to federal anti-discrimination laws except where there is something specifically different in its language requiring that it be treated differently.” *Fair Hous. Rights Ctr. v. Morgan Props. Mgmt. Co, LLC*, No. 16-4677, 2017 U.S. Dist. LEXIS 55249, at *8 n.2 (E.D. Pa. Apr. 11, 2017). In this case, the language of the relevant provision of the PHRA outlined above is identical to Section 804(f)(3)(B) of the Fair Housing Act (FHA).

Unlike cases that typically employ the three-part burden-shifting framework enumerated in *McDonnell Douglas Corp. v. Green*, 411 U.S. 792 (1973), the Commonwealth Court has adopted a modified burden shifting framework for cases alleging FHA reasonable accommodation violations. Under this framework, the “plaintiff bears the initial burden of showing that the requested accommodation is necessary to afford handicapped persons an equal opportunity to use and enjoy the dwelling, at which point the burden shifts to the defendant to show that the requested accommodation is unreasonable.” *Reading Housing Authority v. Pennsylvania Human Relations Commission*, 349 A.3d 502 (2025), citing *Lapid-Laurel LLC v. Zoning Board of Adjustment of the Township of Scotch Plains*, 284 F.3d 442, 457 (3d Cir. 2002).

The Commonwealth court has also held that an accommodation is necessary if there is a nexus between the requested accommodation and the individual’s disability. *Kennedy House, Inc. v. Philadelphia Commission on Human Relations*, 143 A.3d 476, 486 (Pa. 14 Cmwlth. 2016). The Court further explains that “if the proposed accommodation provides no direct

amelioration of a disability's effect, it cannot be said to be necessary" for purposes of the Act. *Id.* (emphasis omitted). With respect to the defendant's required showing of unreasonableness if the burden shifts, this inquiry is highly fact-specific, requiring a case-by-case determination and must be considered "in light of two countervailing legislative concerns: (1) effectuation of the statute's objectives of assisting the handicapped; and (2) the need to impose reasonable boundaries in accomplishing this purpose." *Reading Housing Authority v. Pennsylvania Human Relations Commission*, 349 A.3d 502 (2025).

In the instant case, a clear nexus is established between Complainant's request for an emotional support animal and her disability. The record shows that Complainant is disabled. Complainant testified to having severe depression, post-traumatic stress disorder (PTSD), anxiety and bipolar depression. Tr. 21. She also testified to the impact and limitations that being disabled had on her life. Complainant shared that she struggled with severe anxiety that made it difficult to be in crowds, and that she developed agoraphobia and was severely afraid of being around other people. Tr. 22. Complainant also testified that prior to going on disability, she suffered from panic attacks that would send her to the hospital because she couldn't breathe. Tr. 23. The anxiety and panic attacks impacted her work and Complainant testified that she eventually had to stop working. Tr. 23.

Complainant's disabilities are corroborated by Irene Heckman, who is Complainant's clinical therapist. Heckman also testified to Complainant's various diagnoses and testified to the major life activities that were substantially limited by her disabilities. Tr. 56, 58. In a letter dated September 14, 2023, Heckman writes, "In order to alleviate the difficulties related to these issues and to enhance her day-to-day functionality, empowerment, and enable her to fully engage socially, I have prescribed for Jessica an emotional support animal. The presence of this animal

is necessary for Jessica's mental health and well-being because its presence will mitigate the symptoms she is currently experiencing." C.E.7. At hearing, Heckman testified to the differences that having an emotional support animal made in Rothermel's symptoms once she got her dog. Per Heckman, having the presence of a dog required Complainant to leave the apartment as part of the dog's care, thereby increasing Complainant's time outside and increasing her socialization. Tr. 61. Additionally, Complainant's fear reactions in walking around downtown Reading were greatly reduced, and her anxiety did not escalate into panic. *Id.* Complainant testified that she was able to be outside, meet the neighbors, and exercise in a way that she had not for some time. Tr. 44.

Based on the foregoing, we conclude that the Complainant presented sufficient evidence to demonstrate a nexus between her disability and her requested accommodation of an emotional support animal in her apartment. The burden therefore shifts to Respondent to establish that the accommodation was unreasonable.

On this issue, Respondent was not present at the public hearing, and no one attended the hearing on her behalf. Tr. 8, 86. In looking at the record, Respondent stated in an October 12, 2023 e-mail to Ashley Binkley, Complainant's case manager, that "for multiple reasons" she cannot accommodate Complainant's request for an emotional support animal and offers to articulate those reasons in a letter. C.E. 11. There is no evidence that Respondent subsequently followed up with those written reasons, nor is there anything on the record from Respondent that speaks to the reasonableness of the requested accommodation. We therefore find that Respondent has not met her burden of showing that the requested accommodation was unreasonable. Complainant is entitled to damages on this claim.

Retaliation

Complainant's second claim is that Respondent retaliated against her in violation of the PHRA.

Section 5(d) of the PHRA, 43 P.S. §§955 provides in pertinent part:

[i]t shall be an unlawful discriminatory practice...[f]or any...person...to discriminate in any manner against any individual because such individual has opposed any practice forbidden by this act, ...

Circumstantial evidence requires the Hearing Examiner to apply the *McDonnell Douglas* burden-shifting framework.

In order to establish a *prima facie* case of retaliation, Complainant must show that: (1) She was engaged in a protected activity; (2) Respondent was aware of the protected activity; (3) Subsequent to participation in the protected activity Complainant was subjected to an adverse action, and (4) There is a causal connection between participation in the protected activity and the adverse action. Upon showing a *prima facie* case, the burden shifts to the Respondent to articulate a legitimate, non-discriminatory reason for its action. Finally, the burden shifts to the Complainant to show that the Respondent's proffered reasons are pretextual. *Spanish Council of York v. Pa. Human Relations Comm'n*, 879 A.2d 391, 399 (Pa. Cmwlth. 2005).

Complainant's complaint alleges that Respondent's actions toward her were retaliatory because shortly after she made a reasonable accommodations request, Respondent placed a notice to quit on her door. J.E.1.

Regarding the first element, Pennsylvania courts and this Commission have held that requesting a reasonable accommodation for a disability is a protected activity. *See Carol Meyers v. Brethren Home Community* PHRC Case Nos. 200505802 and 200605586 at 28-9 citing *Shellenberger v. Summit Bancorp*, 318 F.3d 183 and *Sulima v. Tobyhanna Army Depot*, 602 F.3d 177. Here, Complainant requested an accommodation: that she be allowed to have a

dog as an emotional support animal for her PTSD and related disabilities. Her request was made to Respondent on or about October 11, 2023 through an e-mail from case manager Ashley Binkley, after Respondent refused to show up for a requested meeting with Complainant and Binkley. C.E.9. Thus, the first element is satisfied.

At the hearing, Binkley testified that Respondent responded to the e-mail containing the reasonable accommodations request on October 12, 2023, where she stated, “for multiple reasons I cannot accommodate Jessica’s request for an emotional support animal.” Tr. 76-7, C.E. 9. Respondent was aware of the reasonable accommodations request and thus the second element has also been satisfied.

To satisfy the third element of the retaliation claim, Complainant must show that after she engaged in the protected activity, she faced an adverse action.

“Under the Fair Housing Act an adverse action, for purposes of a retaliation claim, must coerce, intimidate, threaten, or interfere with the party. An otherwise voluntary decision may be an adverse action if taken for retaliatory reasons.” However, adverse action must have some materially adverse effect on the plaintiff.” *Joseph's House & Shelter, Inc. v. City of Troy*, 641 F. Supp. 2d 154.

Here, Complainant engaged in the protected activity of requesting a reasonable accommodation on October 11, 2023. On or about November 6, 2023, Complainant saw that a notice of lease termination had been issued posted on her door and posted in the common area of the building. Tr. 36; C.E. 3; C.E. 4. Complainant testified to having additional therapy sessions and incurring additional medical costs once this happened due to the stress of the forced move, as well as circulating rumors that her dog was untrained and that the landlord’s decision to sell the building was Complainant’s fault. Tr. 42-43. We find that Complainant was therefore subjected to adverse actions.

Complainant must finally show that there is causal connection between participation in the protected activity and adverse action. “To establish the requisite causal connection a plaintiff usually must prove either (1) an unusually suggestive temporal proximity between the protected activity and the alleged retaliatory action, *or* (2) a pattern of antagonism coupled with timing to establish a causal link.” *Lauren W. v. DeFlaminis*, 480 F.3d 259, 267 (3rd Cir. 2007). In her October 12, 2023 e-mail to Ashley Binkley and after denying Complainant’s reasonable accommodation request, Respondent wrote, “ If this means Jessica must move to find more appropriate accommodations, I understand and will allow adequate time for her to do so.” C.E. 9. Ashley Binkley testified to having send Respondent several resources relating to the Fair Housing Act and reasonable accommodations, but aside from one e-mail from Respondent stating that she would “pause” the accommodations request (after having denied said request in her prior e-mail), Respondent was unresponsive. On October 30, 2023, Complainant testified to being seated with her dog Fozzy Bear on the porch, when Respondent saw them and asked, “what is that?”. Tr. 34. Complainant responded that it was her emotional support animal, and Respondent did not say a word but took a photo and left. *Id.* Per Complainant, Respondent then sent her several text messages expressing her displeasure at Complainant having an emotional support animal. *Id.* On or about November 6, 2023, less than a month after the reasonable accommodation request was made and subsequently denied, and 7 days after their porch encounter, Complainant testified to coming home to a notice of lease termination posted on the glass of the common area of the building known as “the vestibule”. Tr. 36, C.E. 3, C.E.4. Here, the timing is “unusually suggestive” of discrimination as the notice of lease termination was made less than a month after the accommodation was requested. The nature of the interaction between Complainant and Respondent in the time between the reasonable accommodation

request and termination, as well as Respondent's words and actions toward Complainant and her case manager, are also suggestive of retaliatory animus. We therefore find that Complainant satisfies this last element of her retaliation claim.

The burden now shifts to Respondent to offer a legitimate, non-discriminatory reason for the eviction. As noted above, Respondent stated in an October 12, 2023 e-mail to Ashley Binkley, Complainant's case manager, that "for multiple reasons" she could not accommodate Complainant's request for an emotional support animal and offered to articulate those reasons in a letter. C.E. 11. There is no evidence that Respondent subsequently followed up with those written reasons, nor is there anything on the record from Respondent that rebuts the inference of unlawful retaliation. Therefore, Respondent has failed to meet her burden. We now turn to the issue of damages.

Damages

Section 9(f)(1) of the PHRA provides in pertinent part:

If, upon all the evidence at the hearing, the Commission shall find that a respondent has engaged in or is engaging in any unlawful discriminatory practice as defined in this Act, the Commission shall state its finding of fact, and shall issue and cause to be served on such respondent an order requiring such respondent to cease and desist from such unlawful discriminatory practice and to take such affirmative action, including, but not limited to reimbursement of certifiable travel expenses in matters involving the complaint,... and any other verifiable, reasonable out-of-pocket expenses caused by such unlawful discriminatory practice, provided that, in those cases alleging a violation of Section 5(h)... **the Commission may award actual damages, including damages caused by humiliation and embarrassment, as, in the judgment of the Commission, will effectuate the purposes of this act,** and including a requirement for report of the manner of compliance. (Emphasis added)

The PHRC has broad discretion in fashioning a remedy and its actions are entitled to deference by a reviewing Court. *Murphy v. PHRC*, 486 A.2d 388 (Pa. 1985). The purpose of the remedy is not only to restore the injured party to their pre-injury status and make her whole but also to discourage future discrimination. *Williamsburg Cmty. Sch. Dist. V. Pa. Human Relations*

Comm'n, 512 A.2d 1339 (Pa. Commw. Ct. 1986). Any uncertainty in an estimation of damages must be borne by the wrongdoer, rather than the victim since the wrongdoer caused the damages. *Green v. USX Corp.*, 46 FEP Cases 720 (3rd Cir. 1988). Once a finding of discrimination is made, the decision as to the appropriate amount of a damage award is extremely fact-specific, and evidence concerning the nature of the discriminatory conduct and the victim's reaction thereto must be considered. *Canal Side Care Manor, LLC v. Pennsylvania Human Relations Commission*, 30 A.3d 568, 575 (Pa. Commw. Ct. 2011).

In her post-hearing brief, the Complainant requested the following relief: Between \$5,000 and \$35,000 in emotional distress damages; \$929.23 in actual losses that arose due to the discriminatory conduct; the imposition of a \$2,000 civil penalty against Respondent; and that Respondent be required to take Fair Housing Training.

a. Actual Damages

In determining whether the evidence of emotional distress is sufficient to support an award, we must look at both the direct evidence of emotional distress and the circumstances of the act that allegedly caused the distress. *McGlawn v. Pa. Human Rels. Comm'n*, 891 A.2d 757, 777. Courts have held that the size of an intangible damage award is largely intuitive and is a matter over which the jury or the trial judge sitting without a jury has a great deal of discretion. *Laudon v. Loos*, 694 F. Supp. 253, 255 (E.D. Mich. 1988). In *Cole v. Todd Toms, et. al.* PHRC # 202102052, the Commission summarized some of the most important factors it uses in determining an amount for emotional distress damages. (1) Whether Complainant suffered physical harm or threat of physical harm in addition to harm to their mental health; (2) The nature of the evidence offered to describe the harm (e.g. testimony by the Complainant, testimony by others, expert testimony); (3) Whether Complainant sought or otherwise received

treatment for the injury; (4) Whether the discrimination was a single act or was ongoing; and (5) Whether the Complainant was particularly susceptible to being injured by discrimination due to their personal history. We also consider the overall egregiousness of Respondent's behavior toward Complainant in determining the extent of emotional distress suffered.

With regards to factors 1 and 2, Complainant provided credible testimony speaking to the emotional distress that this experience caused her. Complainant testified that upon receiving her termination notice, she panicked and immediately contacted her caseworker for help. Tr. 40. She also testified to seeing her therapist and second provider frequently in that time frame because the circumstances were "pretty harrowing" and stressful. Tr. 42. She shared that amid the stress, she experienced stolen porch furniture and broken glass left behind. Tr. 43. Neighbors also spoke to her about rumors that Fozzy Bear was defecating all over the apartment, and rumors that Complainant was the reason that the property was being sold and that the neighbors had to move. Tr. 43. Regarding factor 3 and as noted above, Complainant did seek therapy on a more frequent basis in the time between receipt of her lease termination notice and her eventual departure from the premises in April. Tr. 42-44. Regarding factor 4, the discriminatory act was a single act. Complainant, who already suffered from PTSD and anxiety among other ailments, was susceptible to experiencing heightened stress and anxiety due to the discrimination and testified to having had that heightened state of panic and stress upon receiving the lease termination notice.

Additional evidence of emotional distress was provided by Irene Heckman, who testified that around the time that the reasonable accommodation request was made to the Respondent, Complainant experienced increased anxiety and a heightened fear reaction due to Respondent's lack of responsiveness and Complainant "not knowing what the landlord was going to do". Tr.

65-66. Per Heckman, the ESA did provide some source of relief, but Complainant still experienced the increased anxiety, heightened worry, and increased use of negative self-talk. Tr. 63, 67.

With regards to the overall egregiousness of the Respondent's behavior, we also note that Respondent notified Complainant of the termination of her lease in a very public manner- by posting the document in the common area of the building, beside a notice with information for all tenants, in addition to posting it on Complainant's door. Tr. 36; C.E. 3, 4. Complainant testified that there were two other tenants residing in her building, and there were no other termination notices in any common areas for the other tenants. Tr. 39. Per Complainant, the document posted in the common area, not the one on her apartment door, was the one that first alerted her to the lease termination and resulted in her panicked state Tr. 36, 39.

Complainant relies on PHRC guidance regarding awards for embarrassment and humiliation in support of its request for emotional distress damages between \$5,000 and \$35,000. Per the guidance, this award is appropriate in cases where Complainant offers general or vague descriptions of emotional distress, humiliation, and/or embarrassment, typically unsupported by witness testimony or medical corroboration. The Commission finds that \$20,000 is an appropriate amount of emotional distress damages and awards that amount to Complainant.

Complainant also requests \$929.23 in total actual losses that arose due to the Respondent's discriminatory conduct. In support of this request, Complainant provided a receipt for services by the moving company Yeti and Moose LLC in the amount of \$550.00. C.E.5. The Complainant testified that her mother paid for the moving expenses. Tr. 41. While Complainant herself did not pay for the moving expenses directly, she testified that her mother owed her money and paid for the expenses. *Id.* Essentially, the money expensed by Complainant's mother

would have gone directly to Complainant and used for other purposes but for Respondent's discrimination. Complainant also provided a listing of mental health services that she received in the period spanning November 9, 2023 through April 23, 2024, which is the approximate period between notice of lease termination and her eventual departure from the premises. C.E. 6. The total amount of costs incurred by Complainant for mental health services equaled \$379.23. We agree with Complainant that these expenses would not have occurred but for the unlawful discrimination and must be awarded to ensure the Complainant is made whole. Therefore, the Commission finds that \$929.23 is an appropriate amount for actual and verifiable losses and awards this amount to Complainant.

b. Civil Penalties

Complainant also requests the imposition of a civil penalty against Respondent. Section 9(f)(2) of the PHRA provides in pertinent part:

Such order may also assess a civil penalty against the respondent in a complaint of discrimination filed under Sections 5(h) or 5.3 of this Act (i) in an amount not exceeding ten thousand dollars (\$10,000) if the respondent has not been adjudged to have committed any prior discriminatory practice..."

In determining the amount of a civil penalty, the factors to consider are: (1) the nature of the violation; (2) the degree of culpability; (3) Respondent's financial resources; (4) the goal of deterrence; and (5) other matters as justice may require. *McGlawn v. Pennsylvania Hum. Rela. Comm'n*, 891 A.2d 757, 779.

The burden of producing evidence of financial resources falls upon Respondent because such information is peculiarly within Respondent's knowledge. A civil penalty may be imposed without consideration of a Respondent's financial situation if a Respondent fails to produce evidence that would tend to mitigate the amount to be assessed. *Campbell v. United States*, 365 U.S. 85, 96 (1961).

Here, the evidence establishes that Respondent discriminated against Complainant on the basis of her disability when she refused to provide the reasonable accommodation of an emotional support animal. Respondent's aforementioned actions in denying Complainant's reasonable accommodation request and then notifying Complainant of her lease termination by public display renders her solely culpable in this matter. Respondent was not present at the hearing and provided no evidence of their financial resources. There is also no evidence showing that Respondent has a history of violations. Given these factors, the Commission elects to impose the requested civil penalty in the amount of \$2,000 against Respondent.

c. Fair Housing Training

Finally, Complainant requests that the Commission direct Respondent to take Fair Housing Training. In support of this request, Complainant testified that Respondent owns between two and five other properties within the Commonwealth. Tr. 48-49. The Commission concludes that the imposition of such training is an appropriate remedial measure pursuant to 43 P.S. §957 . An order follows.

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

Jessica Rothermel,	:	
Complainant	:	
	:	
v.	:	PHRC Case No. 202312475
	:	
Mary Ann Ciarlone,	:	
Respondent	:	

RECOMMENDATION OF THE HEARING EXAMINER

Upon consideration of the entire record in the above-captioned matter, the Hearing Examiner finds that Complainant has proven that Respondent discriminated against her by denying accommodation for her disabilities and retaliating against her in violation of Section 5 of the PHRA. It is, therefore, the Hearing Examiner's recommendation that the attached Findings of Fact, Conclusions of Law, and Opinion be approved and adopted. If so, approved and adopted, the Hearing Examiner further recommends issuance of the attached Final Order.

PENNSYLVANIA HUMAN RELATIONS COMMISSION

BY: 
Tamara Shehadeh-Cope, Hearing Examiner

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

Jessica Rothermel,	:	
Complainant	:	
	:	
v.	:	PHRC Case No. 202312475
	:	
Mary Ann Ciarlone,	:	
Respondent	:	

FINAL ORDER

AND NOW, this 24th day of August, 2026, 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 approved the foregoing Findings of Fact, Conclusions of Law, and Opinion of the Hearing Examiner. Further, the Commission adopts said Findings of Fact, Conclusions of Law, and Opinion into the permanent record of this proceeding, to be served on the parties to the Complaint and hereby

ORDERS

1. That pursuant to Section 9(f)(1) of the Pennsylvania Human Relations Act, Respondent Mary Ann Ciarlone cease and desist from discriminating against Complainant Jessica Rothermel due to her disability by failing to provide a reasonable accommodation and engaging in retaliation.
2. That within sixty (60) days of the effective date of this Order, Respondent take Fair Housing Training to be provided by the Pennsylvania Human Relations Commission.

3. That, within 30 days of the effective date of this Order, Respondent shall pay Complainant the lump sum of \$929.23 which amount represents reasonable out of pocket expenses incurred by Complainant.
4. That, within sixty (60) days of the effective date of this Order, Respondent shall pay Complainant the lump sum of \$20,000.00, which amount represents compensatory damages of embarrassment and humiliation suffered by Complainant.
5. That, within sixty (60) days of the effective date of this Order, Respondent shall deliver to Interim Chief Counsel, Stephanie Chapman, a check payable to the Commonwealth of Pennsylvania, in the amount of \$2,000.00, which represents an assessment of a civil penalty pursuant to Section 9(f)(2)(i) of the PHRA.
6. That, within sixty (60) days of the effective date of this Order, Respondents shall report to the PHRC on the manner of its compliance with the terms of this Order and provide proof of payment by letter addressed to Sherwood Goodenough, Director of Enforcement, Pennsylvania Human Relations Commission, 555 Market Street, Suite 808, Harrisburg, PA 17101.

PENNSYLVANIA HUMAN RELATIONS COMMISSION

BY:  O/B/O Commissioner Curtis Jones
Curtis Jones, Jr.
Chairperson

Attest:

 O/B/O Commissioner Radheshyam M. Agrawal