

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA,

Plaintiff,

v.

ALLEN WOODCOCK and
HEIDI MOON WOODCOCK,

Defendants.

CASE NO.: 1:21-cv-00118-SPB

CONSENT ORDER

I. INTRODUCTION

1. This action was brought by the United States to enforce the provisions of Title VIII of the Civil Rights Act of 1968 (the “Fair Housing Act” or the “FHA”), as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619. The United States brought this action on behalf of Misty Shider pursuant to Section 812(o) of the Fair Housing Act, 42 U.S.C. § 3612(o).

2. The United States alleges in its Complaint that in April 2019, when Ms. Shider was renting a house located at 69 Pearl Avenue in Oil City, Pennsylvania from Defendants Allen and Heidi Moon Woodcock, Defendant Allen Woodcock subjected Ms. Shider to discrimination on the basis of sex, including unwelcome severe or pervasive sexual harassment. Specifically, the United States alleges that Mr. Woodcock put his arms around Ms. Shider, rubbed her legs, grabbed her arm, pushed her against a wall, and forcibly tried to kiss her while he was at her home to perform maintenance, and sent her an inappropriate text message shortly thereafter. The United States also alleges that Defendant Heidi Moon Woodcock is liable for the discriminatory conduct of Allen Woodcock, who was acting as her agent. The United States’ Complaint further alleges that

Defendants retaliated against Ms. Shider by serving her with a notice to vacate and seeking to evict her after she reported Defendant Allen Woodcock's discriminatory conduct to Defendant Heidi Moon Woodcock.

3. The United States alleges that by the conduct described above, Defendants have:
 - a. Denied housing or otherwise made housing unavailable because of sex, in violation of 42 U.S.C. § 3604(a);
 - b. Discriminated in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection therewith, because of sex, in violation of 42 U.S.C. § 3604(b); and
 - c. Coerced, intimidated, threatened, or interfered with a person in the exercise or enjoyment of, or on account of her having exercised or enjoyed, rights granted or protected by 42 U.S.C. § 3604(a), in violation of 42 U.S.C. § 3617.

4. The Defendants deny that they engaged in any of the illegal conduct described in Paragraph 2 above and assert that they have committed no violation of any provision of the Fair Housing Act.

5. The United States and Defendants (collectively, the "Parties") agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1345, and 42 U.S.C. § 3612(o).

6. The Parties have agreed that the claims against Defendants should be resolved without further litigation. Therefore, the Parties consent to the entry of this Consent Order.

ACCORDINGLY, it is hereby ORDERED, ADJUDGED AND DECREED:

II. INJUNCTIVE RELIEF

A. General Injunction and Nondiscrimination Provision

7. Defendants, their employees, agents, successors, heirs and assigns, and all other persons or entities in active concert or participation with them, are hereby enjoined, with respect to the rental of dwellings,¹ from:

- a. Refusing to rent a dwelling, refusing or failing to provide or offer information about a dwelling, or otherwise making unavailable or denying a dwelling to any person because of sex;
- b. Discriminating against any person in the terms, conditions, or privileges of renting a dwelling, or in the provision of services or facilities in connection therewith, because of sex; and
- c. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act, including by retaliating against any persons exercising their rights under this Consent Order.

B. Injunction as to Defendant Allen Woodcock

8. Defendant Allen Woodcock is enjoined from directly or indirectly performing any “Property Management Responsibilities” as defined herein at any residential rental property. “Property Management Responsibilities” include the following: performing or supervising repairs or

¹ The term “dwellings” has the meaning set out in the Fair Housing Act, 42 U.S.C. § 3602(b).

maintenance;² advertising dwelling units for rent; showing or renting dwelling units; processing rental applications; negotiating rents and security deposits; determining tenant eligibility for subsidies or waivers of fees and rents; inspecting dwelling units; collecting rent and fees; overseeing any aspects of the rental process; or engaging in any other property-related activities that involve, or may involve, personal contact with tenants or prospective tenants.

9. Defendant Allen Woodcock is enjoined from entering any part of any residential rental property that any Defendant owns or controls, or comes to own or control, during the term of this Order (the “Woodcock Properties”), with two exceptions set forth in Paragraphs 10 and 11.³ This includes, but is not limited to, the dwelling units, basements, communal spaces, yards, parking areas, and garages.

10. Defendants represent that Defendant Allen Woodcock currently stores tools in a garage located behind the Woodcock Property at 59 Pearl Avenue and that the tenants of 59 Pearl Avenue do not have access to this garage. Defendant Allen Woodcock shall be permitted to access the garage behind 59 Pearl Avenue.

11. Defendants represent that Defendant Allen Woodcock’s stepdaughter currently lives at a unit in a Woodcock Property. Defendant Allen Woodcock shall be permitted to enter the unit at the Woodcock Property where his stepdaughter resides so long as she remains a tenant of that property. Defendant Allen Woodcock shall not be permitted to enter any other unit at the Woodcock Property where his stepdaughter resides.

² The Parties agree that third party maintenance or repair contractors hired on a project-specific basis, and who do not regularly perform maintenance or repairs at the Woodcock Properties (as defined in Paragraph 9), are not considered to perform Property Management Responsibilities under this Order.

³ Defendants have provided a complete and current list of the residential rental properties they currently own or control, which is incorporated by reference herein and attached to this Order as Attachment A.

12. Defendant Allen Woodcock is permanently enjoined from purposefully or knowingly engaging in contact or communications, either directly or indirectly, with Ms. Shider. “Contact or communications” includes, but is not limited to, physical contact, verbal contact, telephone calls, e-mails, faxes, written communications, text or instant messages, contacts through social media, or other communications made directly or through third parties. In the event that Defendant Allen Woodcock inadvertently or unintentionally initiates any contact with Ms. Shider, or Ms. Shider initiates such contact with Defendant Allen Woodcock, Defendant Allen Woodcock will immediately discontinue the contact or communication and take all reasonable steps to avoid any further contact or communication.

C. Additional Provisions Regarding Management of Residential Properties

13. Defendant Heidi Moon Woodcock will not purposefully or knowingly direct or permit Defendant Allen Woodcock to (a) engage in or conduct any Property Management Responsibilities or (b) enter any part of any of the Woodcock Properties, except as permitted by Paragraphs 10 and 11.

14. In the event that Defendant Heidi Moon Woodcock becomes aware of any information indicating that Defendant Allen Woodcock may be in violation of any of the provisions in Section II.B of this Consent Order, Defendant Heidi Moon Woodcock will, within five (5) days of learning such information, notify the United States in writing about the potential violation.

15. As part of the compliance reporting required by Section IV, Paragraph 22, Defendant Heidi Moon Woodcock will certify, under penalty of perjury, that, to her knowledge, for the applicable reporting period, Defendant Allen Woodcock (a) has not performed any Property Management Responsibilities, (b) has not entered any part of any of the Woodcock Properties, except as permitted by Paragraphs 10 and 11, and (c) has not engaged in contact or communication with Ms. Shider.

16. Defendant Heidi Moon Woodcock will do the following with respect to the Woodcock Properties:

- a. Implement, subject to the United States' approval, a written policy prohibiting sex discrimination, including sexual harassment, and other forms of housing discrimination, including discrimination based on race, color, religion, national origin, familial status, or disability. This written policy will include a formal complaint procedure. A copy of this policy and procedure will be provided to counsel for the United States within thirty (30) days of the effective date of this Order. This policy and procedure will be implemented within five (5) days of notification from the United States to Defendants that the policy and procedure are satisfactory to the United States. At that time, Defendant Heidi Moon Woodcock will notify all current tenants of the policy and procedure. Within ten (10) days of this notification, Defendant Heidi Moon Woodcock will certify in writing to the United States that the policy and procedure have been implemented and will provide a list of all tenants notified in accordance with this paragraph. Thereafter, the policy and procedure will be distributed to all new tenants at the time of lease signing.
- b. Ensure that any persons who perform any Property Management Responsibilities with respect to any of the Woodcock Properties are familiar with the requirements of the FHA, particularly as they pertain to sexual harassment and other forms of sex discrimination, and are familiar with the requirements of this Consent Order.
- c. Ensure that all advertising conducted for any of the Woodcock Properties in newspapers, telephone directories, radio, television, Internet websites, social

media, other media, and all billboards, signs (including at the properties), pamphlets, brochures, and other promotional literature, include either a fair housing logo, the words “equal housing opportunity provider,” and/or the following sentence: “We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status, or disability.” The words or logo will be legible and prominently placed.

- d. Maintain all rental records kept in relation to rental and management of the Woodcock Properties and allow the United States to inspect and copy such records upon reasonable notice.
- e. Provide any information reasonably related to compliance with this Order that is requested by the United States.

D. Acquisition or Transfer of Interest in Residential Rental Properties

17. If either or both Defendants acquire a direct or indirect management, ownership, financial, or controlling interest in any other residential rental property during the term of this Order, such property will be subject to the applicable provisions of this Order as a Woodcock Property. Defendant(s) must provide written notification to the United States within fourteen (14) days of acquiring such an interest. Defendant(s) will further provide the United States with copies of any documents memorializing the transfer in interest of the property.

18. If, prior to the effective date or at any time during term of this Order, either or both Defendants sell or transfer any property listed in Attachment A, or any property acquired under Paragraph 17, to a bona fide, independent third-party purchaser in an arms-length transaction, such property will cease to be subject to this Order as a Woodcock Property. For purposes of this Order, a “bona fide, independent third-party purchaser” is one with whom Defendants have no current or past financial, contractual, personal, or familial relationship. An “arms-length transaction” is one

that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that transaction. Defendant(s) will inform the United States within fourteen (14) days of any such transaction and provide documentation sufficient to confirm the sale or transfer, including contact information for the subsequent purchaser.

III. EDUCATION AND TRAINING

19. Within sixty (60) days of entry of this Consent Order, Defendants, and any person involved in performing Property Management Responsibilities at any of the Woodcock Properties, will undergo live training on the Fair Housing Act, with specific emphasis on discrimination on the basis of sex, including sexual harassment. Live training may include training provided by streaming or video service (i.e., zoom). The training will include a question and answer session for the purpose of reviewing the foregoing areas. The trainer or training entity will be independent of Defendants and their counsel, qualified to conduct such training, and approved in advance by the United States. Any expenses associated with the training will be borne by Defendants. Defendants will obtain from the trainer certifications of attendance, executed by each individual who received the training. The certification will include the name of the course, the name of the instructor, the date the course was taken, the length of the course and/or time within which it was completed. Defendants will send copies of these certifications to counsel for the United States within seven (7) days of completion of the training.

20. Within thirty (30) days of commencing an employment or agency relationship with Defendants, all new agents or employees involved in performing Property Management Responsibilities at any of the Woodcock Properties will undergo a training as described in Paragraph 19. For each such person, Defendants will obtain the certification of attendance described in Paragraph 19 and provide the certification to counsel for the United States within seven (7) days of

completion of the training.

IV. REPORTING AND DOCUMENT RETENTION REQUIREMENTS

21. Defendants will provide to the United States notification and documentation of the following events, no later than fourteen (14) days after their occurrence:

- a. Any change to Defendants' written policy against sexual harassment and housing discrimination or the formal complaint procedure discussed in Paragraph 16a;
- b. Any complaint, whether written or oral, against Defendants or any of their agents or employees, regarding discrimination in housing, including sexual harassment, or regarding any violation of this Consent Order. If the complaint is made orally, Defendants will maintain a log in which they record the name of the complainant, the address and telephone number of the complainant, the date the complaint was received, the name of the individual who received the complaint, the name of the individual who is the subject of the complaint, the address of the property involved in the complaint, and a general description of the complaint. The notification sent to the United States will include a copy of the complaint if it was made in writing, or a copy of the complaint log, if it was made orally. Defendants will promptly provide the United States all information it may request concerning any such complaint. Defendants will also inform the United States, in writing, of the substance of any resolution of the complaint within fourteen (14) days of such resolution.

22. Within ninety (90) days of the effective date of this Order, and every six (6) months thereafter for the duration of this Order, Defendants will deliver to counsel for the United States a

report containing information about their compliance efforts during the preceding reporting period, including, but not limited to:

- a. The certification required by Paragraph 15;
- b. Certification that the policy against sexual harassment and formal complaint procedure described in Paragraph 16a has been implemented, is in effect, and has been provided to all new tenants;
- c. A list of all residential rental properties in which Defendants have a direct or indirect management, ownership, financial, or controlling interest;
- d. A list of all current tenants at residential rental properties owned or controlled by Defendants, with an address and contact telephone number for each tenant;
- e. A list of every employee, agent, contractor, or individual that has performed maintenance work at any of the Woodcock Properties during the reporting period, along with their contact information (address, phone number, and email address); and
- f. Any documents required by any provision of this Consent Order to the extent not previously provided.

23. In addition to the reports required above, Defendants will submit a final report to the United States no later than sixty (60) days before the expiration of this Order.

24. Defendants will preserve and maintain all records that are the source of, contain, or relate to any of the information pertinent to their obligations under this Order, including rental records, maintenance records, tenant correspondence, and rental policies and procedures.

25. The United States may review compliance with this Order at any time, including through fair housing testing of Defendants and their properties. Defendants agree to cooperate with the United States in any review of compliance. Upon reasonable notice, Defendants will permit

counsel for the United States to inspect and copy all non-privileged records pertinent to this Order.

V. MONETARY DAMAGES FOR AGGRIEVED PERSON

26. Within fourteen (14) days of entry of this Consent Order, Defendants will pay monetary damages in the total amount of thirteen thousand dollars (\$13,000) to Misty Shider. Payment will be made in the form of a check made out to Misty Shider and delivered to counsel for Ms. Shider, Keirstyn Marcucci, Southwestern Pennsylvania Legal Aid, 10 West Cherry Avenue, Washington, PA 15301, by overnight mail. Defendants further agree to forgive any back rent, fees, or other amounts allegedly due and owed to them by Ms. Shider.

27. Upon receipt of the payment described in Paragraph 26, counsel for Ms. Shider will provide Defendants with a release in a form previously negotiated.

28. The compensation required to be paid under this Section is a debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, Defendants will not seek to discharge any part of this debt in bankruptcy.

VI. DURATION, MODIFICATION, AND ENFORCEMENT

29. This Consent Order is effective immediately upon its entry by the Court. For purposes of this Order, the phrases “effective date” and “date of this Consent Order” will refer to the date on which the Court enters this Consent Order.

30. Unless otherwise specified or extended pursuant to Paragraph 31, the provisions of this Consent Order will be in effect for a period of five (5) years from the date of this Consent Order. The Court will retain jurisdiction for a period of five (5) years after the effective date, for the purpose of enforcing or interpreting the provisions of this Consent Order, after which time the case will be dismissed with prejudice.

31. Without further order of the Court, the Parties may mutually agree, in writing, to reasonable extensions of time to carry out any provisions of the Consent Order. In addition, the

United States may move the Court to extend the terms of this Consent Order in the event of noncompliance with any of its terms, or if the interests of justice so require.

32. The Parties will endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the Court for resolution. However, in the event the United States contends that there has been a failure by any Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Order, or otherwise to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance or non-performance of certain acts, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

VII. NOTIFICATIONS

33. The Parties agree that unless specified otherwise, any notifications, communications, or provisions of documents referenced in this Consent Order, including but not limited to those described in Section IV, shall be made by e-mail and/or overnight delivery or first class mail to the following individuals and addresses:

For Plaintiff United States:

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For Defendants:

Heidi Woodcock
1401 Creek Road
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(814) 671-6694
heidi.moon178@yahoo.com

34. Each Party agrees to notify the other Party as soon as possible should there be any changes to the contact information provided in Paragraph 33.

VIII. MISCELLANEOUS

35. The Parties agree that as of the effective date of this Consent Order, litigation is not “reasonably foreseeable” concerning the matters described in the United States’ Complaint. To the extent that any of the Parties previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described in the Complaint, they are no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any of the Parties of any other obligations imposed by this Consent Order.

36. Except as otherwise provided in Paragraph 32, above, the United States and Defendants will bear their own costs and attorneys’ fees associated with this litigation.

IT IS SO ORDERED this ____ day of _____, 2021.

SUSAN PARADISE BAXTER
UNITED STATES DISTRICT JUDGE

Respectfully submitted,

FOR PLAINTIFF UNITED STATES OF AMERICA:

Dated: August 30, 2021

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Dated: September 2, 2021

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Allen Woodcock



Heidi Moon Woodcock

ATTACHMENT A

List of Residential Rental Properties

14 Pearl Avenue, Oil City, Pennsylvania 16301
14 ½ Pearl Avenue, Oil City, Pennsylvania 16301
32 Pearl Avenue, Oil City, Pennsylvania 16301
32 ½ Pearl Avenue, Oil City, Pennsylvania 16301
42 Pearl Avenue, Oil City, Pennsylvania 16301
42 ½ Pearl Avenue, Oil City, Pennsylvania 16301
59 down Pearl Avenue, Oil City, Pennsylvania 16301
59 up Pearl Avenue, Oil City, Pennsylvania 16301
69 left Pearl Avenue, Oil City, Pennsylvania 16301
69 right Pearl Avenue, Oil City, Pennsylvania 16301