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

WILLIAM SMITH,	)	
	)	
Plaintiff	)	
	)	
v.	)	Civil No. 13-114-J
	)	
THE SALVATION ARMY,	)	
	)	
Defendant	)	

MEMORANDUM OPINION

BLOCH, District J.

Presently before the Court is Defendant Salvation Army's Motion for Summary Judgment (Doc. No. 30). For the reasons set forth herein, the Defendant's motion will be granted.

I. BACKGROUND

This is an action brought by Plaintiff under the Fair Housing Act, 42 U.S.C. §§ 3601 et seq. ("FHA"), and the Pennsylvania Human Relations Act, 43 P.S. §§ 951 et seq. ("PHRA"). Plaintiff asserts that this Court has jurisdiction over his claims pursuant to 28 U.S.C. §§ 1331, 1343(a)(4), 2201, and 42 U.S.C. § 3613(a). As set forth in the complaint, Plaintiff alleges that Defendant discriminated against him based on his disability in violation of the FHA and PHRA by failing to provide safe and reasonably accessible housing at the homeless shelter operated by Defendant at 575 Vine Street, Johnstown, PA (the "Shelter"), and by refusing to make reasonable accommodation to its rules and policies regarding where Shelter guests may sleep.

II. FACTUAL BACKGROUND

The record as read in the light most favorable to Plaintiff establishes the following background.[1] Plaintiff is a disabled individual, having the physical impairment of an amputated left leg, which substantially limits his ability to walk. Since the amputation, Plaintiff has used a wheelchair to aid his mobility. Defendant, as mentioned above, operated the Shelter. The Shelter operated primarily as a family shelter, with a sleeping area located on the third floor of the building, and provided free access for up to 24 homeless people at a time. There were four rooms on the third floor designated as sleeping areas: two for men, one for women, and a family room with a crib. The two rooms for men each included six military, bunk bed type cots. Individuals were required to sleep in their designated sleeping area for the night. Occupants could not customize or personalize their room or bunk, and were not guaranteed the same bed or room each night.

Prospective occupants, sometimes referred to by Defendant as "clients," were required to complete a Shelter Client Intake Sheet upon admission and to review and sign the Defendant's Shelter Rules & Regulations Guest Agreement. The Shelter's rules provided that the Shelter was a privilege and not a right, and that a client may stay there only once in a 365-day cycle. Transients, i.e., those without an accepted form of proof of residency in Cambria County, were permitted to stay three days. Cambria County residents with adequate supporting documentation could stay up to 30 days, although 30 days were not guaranteed. The Shelter opened at 6:00 p.m. and required clients to return to the Shelter by 10:00 p.m. each evening unless excused for employment or hospital treatment. Defendant's staff awoke clients by 7:00 a.m. or earlier, if

[1] The Court here sets forth only those facts relevant to the ultimate basis of its resolution of Defendant's motion. The parties actually have very little disagreement over these facts, but, rather, dispute the relevance and legal significance of those facts.

necessary, to complete their morning care and daily chores. The Shelter closed at 8:00 a.m., and all clients were required to leave at that time to work on their personal goals and had no access to the Shelter until it re-opened at 6:00 p.m. Loud noise was restricted at the Shelter, and a "light out and quiet time" was maintained between 11:00 p.m. and wake-up at 7:00 a.m. Except for their daily doses, clients were required to place all medicinal type products (prescription and over-the-counter) in the Shelter office under lock and key, and all medicines left behind when a client left were destroyed. No visitors were permitted in the Shelter. Clients could not store personal belongings at the Shelter during the day, and all client belongings left at the Shelter, except for medications, were kept for one week following discharge or departure, then donated.

In August of 2011, Plaintiff moved to his sister's home in Cambria County, PA, where he lived until November 7, 2011, at which time housing was no longer available for him there. That evening, he and his girlfriend sought to stay at the Shelter, but were denied because, as Plaintiff was told, the Shelter was not accessible to people with disabilities and only had sleeping quarters on the third floor, which were accessible only by stairs. When Plaintiff asked if he could stay if he could climb the stairs, he was told that he could not.[2] Plaintiff therefore left and secured shelter at a friend's residence, where he stayed until February 7, 2012. That evening, with the financial assistance of a friend, he was able to spend the night at a motel.

On February 8, 2012, Plaintiff returned to the Shelter with his girlfriend and requested to stay. A representative of Defendant told Plaintiff and his girlfriend that they could stay at the

[2] The parties dispute whether Plaintiff was told that he could not stay at the Shelter because of the stairs on November 7. Although the Court will, in construing the facts in the light most favorable to Plaintiff, assume that his version of this event is true, ultimately, for reasons that will be discussed herein, this fact is not relevant to the Court's decision.

Shelter if they could make it up the stairs to the sleeping quarters on the third floor.[3] They were also advised that, pursuant to the Shelter's rules, they could stay at the Shelter only three nights without valid documentation of Cambria County residency. With assistance from his girlfriend, Plaintiff climbed the stairs and stayed the night at the Shelter. After departing the Shelter the next morning, Plaintiff and his girlfriend returned on the evening of February 9, 2012, and he asked Shelter staff if he could be permitted to sleep on the first floor. The first floor of the building containing the Shelter was also owned by Defendant, on which it maintained office space. Plaintiff was told by a representative of Defendant that he could not do so and that if he wanted shelter, he would have to sleep on the third floor. Plaintiff and his girlfriend did climb the stairs that evening and spent the night in the Shelter. They stayed there again on February 10, 2012. Plaintiff did not provide proof of Cambria County residency found to be acceptable by Defendant, and he did not return to the Shelter after February 10.

The Shelter closed permanently on September 30, 2013.

III. APPLICABLE LEGAL STANDARD

Summary judgment is appropriate when "there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed.R.Civ.P. 56(a). See also Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 247 (1986). The parties must support their position by "citing to particular parts of materials in the record, including depositions, documents, electronically stored information, affidavits or declarations, stipulations (including those made for purposes of the motion only), admissions, interrogatory answers, or other

[3] The parties also dispute whether Defendant initially denied Plaintiff's request for shelter on that date, and further whether a threat from a friend of Plaintiff to alert the media that the Salvation Army was denying shelter to people with disabilities impacted Defendant's decision in any way. Again, the Court will assume that Plaintiff's version of this event is true, but these facts are not relevant to the Court's decision.

materials." Fed. R. Civ. P. 56(c)(1)(A). "[T]he mere existence of some alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary judgment; the requirement is that there be no *genuine* issue of *material* fact." Anderson, 477 U.S. at 247-48 (emphasis in original). A disputed fact is material if it might affect the outcome under the substantive law. See Boyle v. County of Allegheny, 139 F.3d 386, 393 (3d Cir. 1998) (citing Anderson, 477 U.S. at 247-48). Summary judgment is unwarranted where there is a genuine dispute about a material fact, that is, one where a reasonable jury, based on the evidence presented, could return a verdict for the non-moving party with regard to that issue. See Anderson, 477 U.S. at 248.

When deciding a motion for summary judgment, the Court must draw all inferences in a light most favorable to the non-moving party without weighing the evidence or questioning the witnesses' credibility. See Boyle, 139 F.3d at 393. The movant has the burden of demonstrating the absence of a genuine issue of material fact, while the non-movant must establish the existence of each element for which it bears the burden of proof at trial. See Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986). If the movant has pointed to sufficient evidence of record to demonstrate that no genuine issues of fact remain, the burden is on the non-movant to search the record and detail the material controverting the movant's position. See Schulz v. Celotex Corp., 942 F.2d 204, 210 (3d Cir. 1991). Rule 56 requires the non-moving party to go beyond the pleadings and show, through the evidence of record, that there is a genuine issue for trial. See Celotex, 477 U.S. at 324.

IV. DISCUSSION

Defendant argues that it is entitled to summary judgment because Plaintiff has failed to present sufficient evidence that: (1) the Shelter constituted a dwelling under the FHA and/or a

housing accommodation under the PHRA; (2) Plaintiff was a renter, as defined in those statutes; and (3) the accommodation sought by Plaintiff was necessary and reasonable. Plaintiff disagrees, and argues that the record contains sufficient evidence to defeat Defendant's arguments and preclude summary judgment. The Court agrees with Defendant that the Shelter does not constitute a dwelling, as that term is defined in the FHA, and that, accordingly, Defendant is entitled to summary judgment on Counts One and Two. Moreover, in the absence of any basis for original jurisdiction, the Court will decline to exercise pendant jurisdiction over the remaining state law claims set forth in Counts Three and Four.

A. FHA Claims

Section 3604(f) of the FHA provides that it is unlawful "[t]o discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a handicap of . . . that buyer or renter." 42 U.S.C. § 3604(f)(1)(A). Such "discrimination" includes "a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling." Id. at § 3604(f)(3)(B). Therefore, an essential element in establishing a claim under Section 3604(f) is that the discrimination be in regard to a "dwelling." This term is defined under the FHA, in relevant part, as "any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families." Id. at § 3602(b). See also 24 C.F.R. § 100.20. The Third Circuit Court of Appeals, in United States v. Columbus Country Club, 915 F.2d 877 (3d Cir. 1990), stated that "residence," which is not defined in the FHA, is the key term in defining a dwelling. See id. at 881. Citing the often-followed decision in United States v. Hughes Memorial Home, 396 F. Supp. 544 (W.D. Va. 1975), the Third Circuit looked to the dictionary definition of that term, which defined residence

as "a temporary or permanent dwelling place, abode or habitation to which one intends to return as distinguished from the place of temporary sojourn or transient visit." Id. at 881.

Based on this definition, the Third Circuit has held that there are two primary factors in determining whether a specific facility is a dwelling pursuant to the FHA. First, a court must decide "whether the facility is intended or designed for occupants who 'intend to remain at the [facility] for any significant period of time.'" Lakeside Resort Enterprises, LP v. Board of Supervisors of Palmyra Township, 455 F.3d 154,158 (3d Cir. 2006) (citing Columbus Country Club, 915 F.2d at 881). Second, the court must decide "whether those occupants would 'view [the facility] as a place to return to' during this period." Id. (citing Columbus Country Club, 915 F.2d at 881). Based on these factors, and construing the facts in the light most favorable to Plaintiff, the Court finds that the Shelter is not a dwelling as defined under the FHA.

As to the first factor, it is important to note that the issue is whether ***Plaintiff*** was denied a dwelling or an accommodation because of his disability. It is the period the Shelter was intended or designed to be available to him that is relevant, not the amount of time the Shelter may have been available to others. Although other persons, specifically those with acceptable proof of Cambria County residence, were permitted to stay up to thirty days, this was not the period intended or designed to be available to Plaintiff. Whether the policy was wise or not, the Shelter differentiated the permitted length-of-stay based on adequate proof of Cambria County residency. Whether the necessary documentation was too stringent or not, it was what Defendant chose to require.[4] Three days is what was offered to Plaintiff, and he admits that he understood this to be the case. Generally considering the maximum length of time someone else may intend

[4] Although Plaintiff complains about the fairness of the required documentation, it is not alleged that his impairment prevented him from providing such information, nor is there any support in the record for such a claim.

to stay could lead to obviously unintended results. For example, a person's home is intended and designed for that person to stay for a very significant period of time, but the fact that the building may be a dwelling for the home owner does not render it a dwelling for a mere overnight guest. Similarly, a hotel does not become the residence or dwelling of typical one or two night guests merely because another guest has been staying there for six months. Likewise, were it the case that a Salvation Army staff member permanently stayed in the building housing the Shelter, it would not make the facility a dwelling for anyone staying there, regardless of the intended length of stay for those other individuals. It makes no more sense to consider the length of time people other than Plaintiff were permitted to stay at the Shelter. The accommodation at issue was a three-day stay at the Shelter.

In this regard, the present case procedurally is very different from cases like Lakeside Resort and Columbus Country Club. Those cases did not involve an individual suing over the denial of a purported dwelling, but rather litigation regarding general rules relating to the facility at issue. In Lakeside Resort, the Third Circuit considered whether local zoning laws unfairly discriminated under the FHA against the sale of property to a group that intended to use the facility as a drug and alcohol treatment center. In determining whether the facility constituted a dwelling, then, the court was not addressing the issue as to any one individual, but as to residents of the facility in general. In other words, as long as the facility could be a dwelling for someone, the FHA would apply, since the denial of a zoning variance as to the building as a whole was at issue. Similarly, in Columbus Country Club, the issue was whether the defendant's policy of refusing to rent to non-Catholics violated the FHA, and therefore looked at the nature of the facilities, in that case bungalows, in general. Here, on the other hand, the issue is clearly defined as to whether the Shelter was a dwelling under the FHA as to Plaintiff. Even under the

"generous construction" to which the provisions of the FHA are entitled, see Trafficante v. Metropolitan Life Ins. Co., 409 U.S. 205, 209 (1972), using an amount of time not available to a plaintiff to determine whether that facility is that plaintiff's residence is not warranted.

Accordingly, the longest Plaintiff could have stayed was three nights. This is a far shorter time than in cases where courts have found similar types of shelters or group homes to qualify as dwellings. For instance, in another case in the Western District of Pennsylvania, Defiore v. City Rescue Mission of New Castle, 995 F. Supp. 2d 413 (W.D. Pa. 2013), the expected length of stay for residents at the facility at issue was up to 90 days. See id. at 418-19. In a case from the Northern District of Illinois on which Plaintiff relies, Woods v. Foster, 884 F. Supp. 1169 (N.D. Ill. 1995), residents were permitted to stay at the shelter at issue up to 120 days. See id. at 1174. In Hovsons, Inc. v. Township of Brick, 89 F.3d 1096 (3d Cir. 1996), the Third Circuit affirmed the district court's finding that a nursing home constituted a dwelling under the FHA primarily because the residents would often spend the rest of their lives there. See id. at 1102. The Eleventh Circuit, in Schwartz v. City of Treasure Island, 544 F.3d 1201 (11th Cir. 2008), found that halfway houses constituted dwellings where the average resident stay was six to ten weeks, and where some residents had stayed as long as five months. See id. at 1215. In another case to which Plaintiff cites, Hunter v. District of Columbia, 64 F. Supp. 3d 158 (D.D.C. 2014), there was no time limit set on how long residents could remain. See id. at 175. The maximum of three nights offered to Plaintiff is obviously not comparable to the length of the stays in those cases and is much more like a place of temporary sojourn or transient visit than a residence. Indeed, the time Plaintiff could have expected to stay was substantially less than in Intermountain Fair Housing Council v. Boise Rescue Mission Ministries, 717 F. Supp. 2d 1101 (D. Id. 2010), where the district court found a similar emergency homeless shelter to not

constitute a dwelling in part because guests were permitted to stay only up to seventeen consecutive nights.[5] See id. at 1105.

Regardless, even if the Court were to use 30 days as the relevant time period, such a period is still significantly less than the stay-times in the cases set forth above where the court found the facility to be a dwelling under the FHA. Although Plaintiff cites to Lakeside Resort in an attempt to support the proposition that a stay-time as short as two weeks would support a finding that a facility is a dwelling, his argument misrepresents the analysis in that case. The Third Circuit, in Lakeside Resort, found the average stay at the home of 14.8 days, which it described as "short," to be non-dispositive. Instead, it considered the fact that the home was intended to routinely accommodate 30-day stays and to accommodate longer stays on occasion. It further noted that at least one resident stayed more than a year. 455 F.3d at 158-59. Here, as discussed, 30 days was the maximum amount of time anyone could stay, and even that was not guaranteed. Accordingly, even if the Court were to use 30 days as the relevant time period, it would find that the first factor weighs against finding the Shelter to constitute a dwelling.

In any event, whether the Court were to use three days or 30 days as the relevant time period, the Court finds that the second factor also demonstrates that the Shelter was not a dwelling in this case. Based on the facts, which, as discussed, have been construed in Plaintiff's favor, the Shelter was not a place that Plaintiff (or, for that matter, any of the guests) would have viewed as a place to which to return. The sleeping rooms at the Shelter contained military-style bunks and required six people to share a room for the night. Guests were not even guaranteed the same bed or room each night. Individuals were required to stay in their designated sleeping area for the night, and they could not customize or personalize their room or bunk. Moreover,

[5] Further, even the seventeen-night limit was subject to the exception that guests could stay longer during the winter. See id. at 1105.

the Shelter maintained a rigorous schedule and required guests to depart for most of the day and to take their belongings with them. When and if they returned the next night, guests had restrictions regarding noise and the use of lights and were not permitted to receive visitors. Except for their daily doses, guests were required to place all medicinal type products (prescription and over-the-counter) in the Shelter office under lock and key. The Shelter destroyed any medicines left behind when a guest left and donated any guest belongings left behind at the Shelter after one week following discharge or departure. In essence, the Shelter did not really treat the guests as if they would necessarily be returning the next night, and required the guests to plan and act accordingly.

These facts contrast starkly with those in cases where somewhat similar facilities have been found to qualify as dwellings. In Defiore, even though residents did not have individual rooms and were not permitted to personalize or decorate their sleeping spaces, the residents received mail at the facility, staff actually dispensed medications to the residents, and the residents returned to their sleeping areas each evening. Moreover, as discussed, the length of the available stay was much longer. See 995 F. Supp. 2d at 418-19. In Hunter, families were provided with their own apartment-style rooms, to which they returned each night, had access to their rooms all day, and were permitted to keep their belongings there and to decorate and personalize their units. See 64 F. Supp. 3d at 175.[6] In Schwartz, the halfway houses at issue had

[6] The Court further notes that both Defiore and Hunter are procedurally distinguishable from the present case, as they were dealing with motions to dismiss under Rule 12 of the Federal Rules of Civil Procedure. As such, those courts, rather than doing a factual analysis based on an actual record, were merely determining whether the plaintiffs had made sufficient allegations to support their claims so as to get to the discovery phase in the first place. Indeed, the court in Hunter specifically distinguished the procedural posture of that case from the one in Intermountain, stating that while, in deciding a summary judgment motion, the court in Intermountain engaged in a detailed factual analysis, such a factual analysis would be

common living areas, such as kitchens and living rooms, which residents cleaned and maintained, and where residents cooked their own food and spent time together. Further, five of the six houses were single-family units. See 544 F.3d at 1215-16. The present case is far more similar to Intermountain, where guests, as here, stayed in dormitory-style rooms shared with others, and were not permitted to decorate or personalize their bed areas. Similar to this case, they could not receive calls or mail, or entertain visitors, except for specific limited purposes. Guests, as here, had to return at a specific time in the evening to stay for the night and leave again the following morning. Guests had chores and were required to participate in certain personal growth activities, much like in this case. In fact, in Intermountain, unlike here, guests were generally assigned the same bed, had the option of returning for lunch during the day, and could store at least certain items at the facility during the day. See 717 F. Supp. at 1104-06.[7] Indeed, if anything, the Shelter here even more resembled a place of temporary sojourn or transient visit than did the facility in Intermountain.

Therefore, based on the factors discussed above, the Court finds that the Shelter does not constitute a dwelling. As such, Plaintiff cannot maintain his claims under the FHA, and the Court will enter summary judgment on those counts in favor of Defendant.

B. PHRA Claims

The Court is, however, left with the state law claims brought by Plaintiff in Counts Three and Four under the PHRA. In many respects, the PHRA is similar to the FHA in regard to

---

inappropriate in Hunter because the court there was adjudicating a motion to dismiss. See 64 F. Supp. 3d at 174.

[7] The Court is aware that, although the Ninth Circuit Court of Appeals affirmed the district court's decision in Intermountain, it did so on different grounds without addressing the issue of whether the shelter was a dwelling. See 657 F.3d 988 (9th Cir. 2011). However, the Court is relying on the district court's opinion in Intermountain merely as persuasive authority, and nothing in the Ninth Circuit's opinion renders the district court's analysis any less persuasive.

housing discrimination. Indeed, the two statutes are often interpreted in the same manner. See, e.g., Shipman, et al. v. Gelso, et al., Civ. No. 3:11-CV-1162, 2011 WL 5554252, at *4 (M.D. Pa. Nov. 15, 2011). However, there is a significant difference in the statutes as they relate to the issues in this case which precludes the Court from treating them the same. The PHRA provides that it is unlawful "[f]or any person to . . . [r]efuse to sell, lease, finance or otherwise to deny or withhold any housing accommodation or commercial property from any person because of . . . handicap or disability of any person, prospective owner, occupant or user of such housing accommodation." 43 P.S. § 955(h)(1). It further provides that it is unlawful to "[r]efuse to make reasonable accommodations in rules, policies, practices or services when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a housing accommodation." Id. at § 955(h)(3.2). Accordingly, the PHRA substitutes the term "housing accommodation" for dwelling. "The term 'housing accommodations' includes . . . any building, structure, mobile home site or facility, or portion thereof, which is used or occupied or is intended, arranged or designed to be used or occupied as the home residence or sleeping place by one or more individuals, groups or families whether or not living independently of each other...." Id. at § 954(i). For obvious reasons, the Court's analysis as to whether the Shelter is a housing accommodation under the PHRA may be different than in determining whether it is a dwelling under the FHA because of the inclusion of the term "sleeping place."[8]

This Court is unaware of any Pennsylvania case law that would explain how the inclusion of the term sleeping place differentiates the PHRA from the FHA, if at all. It is possible that the term "home" modifies both residence and sleeping space, and that this means that the terms are

[8] The Court further notes that the PHRA does not contain language requiring a plaintiff to be a buyer or renter as does the FHA. While the Court does not reach the issue of whether Plaintiff could qualify as a buyer or renter, this difference in language is another reason why the Commonwealth of Pennsylvania, and not this Court, should adjudicate these state claims.

meant to be construed similarly as places that would be seen as a "home." It is possible that this is not the case. Accordingly, this Court declines to rule on the matter and, instead, will dismiss Counts Three and Four without prejudice to Plaintiff's right to seek relief in the Pennsylvania courts. The Court has already granted judgment in favor of Defendant on the only two counts that would themselves provide this Court with jurisdiction. As such, the Court is to dismiss the remaining claims unless considerations of judicial economy, convenience, and fairness to the parties provide an alternative justification for retaining jurisdiction. See Borough of West Mifflin v. Lancaster, 45 F.3d 780, 788 (3d Cir. 1995) (citing Lovell Mfg. v. Export-Import Bank of the United States, 843 F.2d 725 (3d Cir. 1988)). See also 28 U.S.C. § 1367(c)(3). No such alternative justification exists here. Indeed, as stated, the issue that would remain may well be a novel issue of Pennsylvania law best left to the Commonwealth's courts. The Court notes that other courts have routinely declined to exercise jurisdiction over PHRA claims once they have dismissed the related federal claims. See, e.g., Elmore v. Cleary, 399 F.3d 279, 281 (3d Cir. 2005); Stesney v. Northumberland County Board of Comm'rs, No. 07-CV-183, 2008 WL 4296550, at *5 (M.D. Pa. Sept. 19, 2008); Coffman v. Abington Memorial Hosp., No. Civ. A 02-CV-2192, 2003 WL 21464572, at *5 (E.D. Pa. June 24, 2003); Congdon v. Strine, 854 F. Supp. 355, 364 (E.D. Pa. 1994).

C. Attorney Fees

Although the Court is granting judgment on and/or dismissing all of Plaintiff's claims, Defendant is not entitled to attorney fees as a prevailing party. As Plaintiff points out, a prevailing defendant in an FHA case is entitled to attorney fees only where the plaintiff's action was frivolous, unreasonable, or without foundation. See 42 U.S.C. § 3613(c)(2); New Jersey Coalition of Rooming & Boarding House Owners v. Mayor & Council of City of Asbury Park,

152 F.3d 217, 225 (3d Cir. 1998); Barnes Foundation v. Township of Lower Merion, 242 F.3d 151, 158 (3d Cir. 2001) (citing Christiansburg Garment Co. v. EEOC, 434 U.S. 412, 421 (1978)). The Court cannot and does not make such a finding based on the record in this case.

V. Conclusion

Therefore, for the reasons set forth herein, the Court finds that no genuine issues of material fact exist as to Counts One and Two and that Defendant is entitled to the grant of summary judgment on those counts. The Court will decline to exercise jurisdiction over Counts Three and Four and will dismiss them without prejudice to Plaintiff's right to seek relief in the Pennsylvania Courts.

s/Alan N. Bloch
Alan N. Bloch
United States District Judge

Date: August 20, 2015

ecf: Counsel of Record