

**BEFORE THE HUMAN AND CIVIL RIGHTS COMMISSION
FOR THE STATE OF DELAWARE**

Rita Carnevale,	)	
	)	
Complainant,	)	
	)	
v.	)	Case No. NC-EA-3223-25
	)	
DSM Commercial, et al.,	)	
	)	
Respondents.	)	

MEMORANDUM DECISION AND ORDER

PRESENT:

Joseph Dawson, *Commissioner and Panel Chairperson*
Deborah Street, *Commissioner and Panel Member*
Chok-Fun Chui, *Commissioner and Panel Member*
Victoria Counihan, *Deputy Attorney General, Counsel for the
Commission and Panel*

APPEARANCES:

Rita Carnevale, *Complainant, pro se*
Jillian Pratt, Esq., *Attorney for Respondents*

INTRODUCTION

After due notice of time and place duly served upon all parties, the above-captioned case came before a Panel of the Delaware Human and Civil Rights Commission (“Panel”) on Thursday, January 22, 2026, via Microsoft Teams video conference, to determine whether a violation of Delaware Equal Accommodations Law (“DEAL”), codified at 6 *Del. C.* Ch. 45, occurred.

The Panel convened to determine whether DSM Commercial,¹ located at 717 N. Union Street, Wilmington, DE 19805 (“DSM”), Jillian Pratt, Esquire, as attorney for DSM (“Ms. Pratt”), George W. “Tripp” Way, III (“Mr. Way”), Daniel Wham (“Mr. Wham”), and Griffin Conaty (“Mr. Conaty” and collectively with DSM, Ms. Pratt, Mr. Way and Mr. Wham, the “Respondents”), violated 6 *Del. C.* § 4504 as alleged in the complaint (the “Complaint”) filed by Rita Carnevale (“Ms. Carnevale” or “Complainant”), who claimed that the Respondents discriminated against her based on her sex.

The Panel conducted its deliberations immediately after the hearing on January 22, 2026, and followed with a public vote. This Memorandum Decision and Order embodies the Panel’s Findings of Fact and Conclusions of Law, as required by statute. 6 *Del. C.* § 4508(h).

SUMMARY OF THE COMPLAINT

In her Complaint, Ms. Carnevale alleged that Respondents refused, withheld, and/or denied her accommodations, facilities, advantages, or privileges of a place of public accommodation because of her sex (female). According to Ms. Carnevale’s Complaint, over four years, she made repeated attempts to rent a commercial

¹ The Complaint lists the business name as “DSM Commercial.” The Respondents’ testimony was that the legal business name is “DSM Brokerage Services LLC d/b/a DSM Commercial.” For purposes of this Decision and Order, the Respondent business will be referred to as “DSM.”

property through DSM, but was consistently met with delays, dismissals and indifference. She believes the treatment was driven by gender bias, which the Complaint alleges is reinforced by DSM's workforce composition. On June 27, 2025, DSM's attorney sent a formal letter to end all services. Ms. Carnevale then contacted the property owner, but learned weeks later that DSM had rented the property she was interested in to another business.

PRELIMINARY MATTERS

Complainant orally moved to sequester all witnesses. The Panel Chair denied that motion because all the witnesses were individually named Respondents, so were entitled to be present for the full hearing.

Respondents orally moved to dismiss Jillian Pratt, Esquire as a Respondent since at all times in her interactions with and communications to Complainant she was representing DSM as an attorney. The Panel Chair denied the motion to dismiss, so Ms. Pratt remained as a Respondent in the case.

Complainant orally moved to exclude exhibits as irrelevant. The Panel Chair overruled that motion because the same motion was made in writing prior to the hearing and an order was previously issued denying that motion. The Panel Chair explained that Complainant can make objections as to the relevance of any exhibits at the time they are introduced by the Respondents.

In addition, at the conclusion of Ms. Carnevale's case in chief, Respondents made a motion to dismiss the entire case, indicating Complainant had not met her burden of proof in her direct testimony. That motion to dismiss was denied by the Panel Chair.

BRIEF SUMMARY OF THE EVIDENCE²

During the hearing, Complainant offered into evidence, without objection, the following documents, which the Panel admitted into evidence:

- (a) Facebook post from Ms. Carnevale, dated August 14, 2021.
- (b) Cease and Desist letter dated June 25, 2025, to Ms. Carnevale from attorney Jillian Pratt, Esq, as attorney for DSM.
- (c) Email dated June 26, 2025, from Ms. Carnevale to Mr. Way.
- (d) Letter dated June 27, 2025, to Ms. Carnevale from Jillian Pratt, Esq. indicating DSM would no longer provide services to Ms. Carnevale.

During the hearing, no documents offered into evidence by Respondents were admitted into evidence by the Panel.

The Panel heard testimony from the following witness offered by Complainant:

- (a) Complainant, Rita Carnevale.

² Both parties made opening statements and presented closing arguments which are part of the record but are not summarized here because such statements are not evidence. They are considered by the Panel during deliberations, to the extent that they are supported by the evidence presented and may shed light on a material point.

The Panel heard testimony from the following witnesses offered by

Respondents:

- (a) George W. “Tripp” Way, III;
- (b) Daniel Wham; and
- (c) Griffin Conaty.

FINDINGS OF FACT

Ms. Carnevale owns and operates a small business named Neighborhood Mailbox on N. Union Street in the City of Wilmington. In 2021, Ms. Carnevale wanted to relocate her business out of the City of Wilmington, so began a search to purchase a commercial property. She contacted DSM for assistance in purchasing commercial real estate in which to relocate her business. Ms. Carnevale testified she believed DSM was acting as her broker in her attempt to purchase a property, but admits she never signed a brokerage agreement with DSM. Ms. Carnevale was directed to Pat Lorenz with DSM in April, 2021. They spoke by phone and she explained she was looking to purchase a property for her business. Mr. Lorenz took her information and indicated he would call her back when he had options. Ms. Carnevale did not hear back from Mr. Lorenz. In June, 2021, Ms. Carnevale spoke with Alec Georgigi from DSM, who also indicated he would get back to her.

By August, 2021 she had not heard from either person from DSM. At that time, Ms. Carnevale wrote a review on DSM's social media page indicating she did not recommend DSM.³ Her initial post read:

Pat Lorenz doesn't believe in calling customers back in a timely manner. Very passive. Alec Georigi is another passive employee here. He didn't seem very motivated in finding a new commercial property for me, nor was he interested in meeting me or seeing my current business setup. He also has very lame excuses for not returning my emails and voicemails (like not bringing his cellphone with him when he went away for the weekend). Terrible customer service!

Within hours of writing that negative review, Ms. Carnevale received a cease and desist email from an attorney for DSM, instructing her to cease and desist from writing negative reviews about DSM. She then updated her original social media review to add:

FOOTNOTE: Within hours of my online review of Alec Georigi, I received a cease and desist email that Alec had apparently instructed an attorney to send to me. Little do Alec and his attorney know, the truth is legal to write! *POTENTIAL CLIENTS BEWARE*

Ms. Carnevale's search to buy commercial property became fruitless, so by January, 2024, she shifted her search to leasing a commercial property for her business. She had not rented a commercial space prior to this. Ms. Carnevale saw an opening for commercial space for lease in the Talleyville Shopping Center. She contacted the listing agent, who was listed as Daniel Wham from DSM, to show

³ The Facebook post was admitted into evidence as Complainant's Exhibit A.

her the property. Mr. Way from DSM testified that the process to lease commercial space typically begins with a communication from a tenant's broker to a landlord's broker, then counteroffers, and finally lease agreement drafts circulating between the sides several times. He testified that the timeline from first viewing of the space to final possession of the space averages 4 to 5 months, up to even 8 months. He also testified that DSM was engaged in the summer of 2025 as the broker for the landlords of the Talleyville Shopping Center, who were Alex Basil and Michael Karafedes. DSM had a brokerage agreement with the landlords. Mr. Way explained that commercial leases are generally for a 5 to 10 year lease period, so the relationship of tenant to landlord is like a marriage that needs to be a good fit.

Mr. Wham showed Ms. Carnevale the property she asked to see in January, 2024. Ms. Carnevale decided she was not interested in the location of that property due to its lack of visibility to the public, but asked Mr. Wham to let her know if other properties opened up that had more visibility to the public. She did not hear back from Mr. Wham. Ms. Carnevale testified that she believed DSM was acting as her broker in her attempt to lease a property, but admits she never signed a brokerage agreement with DSM.

In May, 2025, she noticed another vacancy for lease in the Talleyville Shopping Center. She contacted Mr. Wham, who told her that space had been

vacant since August, 2024, but Mr. Wham had not contacted Ms. Carnevale about the vacancy. Mr. Wham deals with a lot of inquiries about properties and does not always remember to contact someone later if another property becomes available. He testified he did not intentionally fail to notify Ms. Carnevale of the newly available space. Ms. Carnevale was very upset that Mr. Wham had not contacted her about the vacancy. She asked Mr. Wham to show her the space which he did on May 29, 2025. Ms. Carnevale told Mr. Wham verbally on that date that she wanted to lease the space she had toured with Mr. Wham.

Mr. Wham indicated he would prepare a Letter of Intent. On June 3, 2025, Ms. Carnevale contacted Mr. Wham by email about the status of the Letter of Intent. Mr. Wham responded that he would have it ready by June 5. On June 5, Mr. Wham emailed her the Letter of Intent. Ms. Carnevale made edits to the draft Letter of Intent and returned it back to Mr. Wham that same day, within an hour. Mr. Wham sent Ms. Carnevale's edited Letter of Intent to the shopping center's landlord 6 days later, on June 11. Ms. Carnevale wanted the deal to progress quicker and did not understand why it took 6 days for Mr. Wham to take that next step. Mr. Wham testified that turning around a Letter of Intent as quickly as he had was a custom turnaround time and Ms. Carnevale did not understand the typical Letter of Intent process.

On June 18, Ms. Carnevale testified that Mr. Wham emailed Ms. Carnevale the landlord's response to the Letter of Intent and asked her to meet him at the proposed rental space the next day to discuss next steps. Ms. Carnevale responded by email and scheduled a meeting for 9:00 a.m. the next day, June 19, but asked to meet instead at her place of business. Mr. Wham's recollection of events was different. He testified that it was that Ms. Carnevale asked him to meet the next day in person and that he is almost never available to meet on one days' notice due to the demands of his own clients, plus he rarely meets in person to finalize a Letter of Intent. The Panel found Mr. Wham's version more credible, but regardless of who asked to meet, Ms. Carnevale got a response from Mr. Wham the day after, on June 20, wherein he indicated he experienced a family emergency unexpectedly and he would not be available until the next week, but he provided Mr. Conaty with the Letter of Intent and her phone number so Mr. Conaty could assist her in the meantime.

On that same day, June 20, Ms. Carnevale tried to contact Griffin Conaty, who was Mr. Wham's partner at DSM, but Mr. Conaty did not respond to Ms. Carnevale until later that day.⁴ Because Mr. Conaty hadn't yet responded, Ms.

⁴ Ms. Carnevale's testimony on this point contradicts itself. In her timeline narrative she indicated that Mr. Wham notified her in June 20 of his family emergency and told her to contact Mr. Conaty, which she did on June 20. He testified he called her back later in the day on June 20. On rebuttal, Ms. Carnevale testified that Mr. Conaty waited 2 business days – from June 18 to June 20 – to call her back, which was why she had to contact Mr. Way. The Panel finds that her timeline narrative testimony makes more logical sense, based on the overall context and the

Carnevale went onto DSM's website to find contact information of the owner of DSM so she could let him know about his staff's unresponsiveness to her. She located the owner's name as Tripp Way. Tripp Way is the Managing Partner of DSM, a founder of the business, and the broker of record.

While reviewing the website, Ms. Carnevale noticed the photos of all 36 DSM employees. She noted that only one appeared to be a Black employee, who was in a behind the scenes role in accounting, and only one female employee was in the top tier level of employees, while all other female employees occupied lower level roles in the company. Ms. Carnevale felt that as a woman she was being discriminated against, dealing with the men at DSM and being dismissed, and having a sense of apathy shown to her about obtaining a place to rent or buy.

In contrast to Ms. Carnevale's interpretation of the make-up of DSM's employee roster from her review of the website photographs, Mr. Way testified how the commercial real estate profession is dominated by men - there are only 7 or 8 active women brokers in the commercial real estate business and of those, 4 of those brokers work for DSM. He indicated that of the 6 partners at DSM, one is a woman, who was not a partner at her prior firm but is a partner at DSM.

According to Mr. Way, gender does not play a part when DSM hires brokers. The

rest of the testimony.

Panel found Mr. Way's testimony about the overall gender make-up of the real estate industry to be credible.

After viewing the DSM company website, Ms. Carnevale testified that she contacted the owner, Mr. Way, on his mobile phone, leaving him a voicemail that Mr. Wham and Mr. Conaty were not getting back to her and the process was not moving along quickly enough. On the contrary, Mr. Way testified that Ms. Carnevale left him three (3) voicemails within 30 to 45 minutes. The Panel finds Ms. Carnevale's statements more credible.

That same day, June 20, Mr. Conaty returned Ms. Carnevale's call. There is a dispute of fact as to the substance of the call. Ms. Carnevale testified that Mr. Conaty told her that she'd have to wait to deal with Mr. Wham when he returned to the office after dealing with his personal issue. Mr. Conaty testified that Ms. Carnevale berated Mr. Conaty and Mr. Wham for their lack of communication. Mr. Conaty also testified that he tried to discuss the open deal points, but Ms. Carnevale threatened to call Mr. Way, used an angry and abrasive tone, and said she would rather deal with another agent. The Panel found Ms. Carnevale's version more credible but found that neither version of the facts involved Ms. Carnevale's gender playing a role in the outcome of the conversation.

Also later that same day, Mr. Way returned Ms. Carnevale's call. There is some agreement and some disagreement over what was said during that phone call.

Both appear to agree the call began professionally and then escalated from there. Mr. Way and Ms. Carnevale agree that Mr. Way told Ms. Carnevale that she had interrupted his vacation, these things take time, and she needed to be patient given Mr. Wham's serious family emergency. Ms. Carnevale indicated Mr. Way also told her that he remembered her negative online review from several years earlier and ultimately said that DSM would no longer be assisting her with buying or leasing property. Mr. Way testified that he told Ms. Carnevale that she was challenging how he ran his company. The Panel did not find it was necessary to determine exactly which accounts of what was said were accurate but did determine that neither account of what was said indicated any aspect that was related to Ms. Carnevale's gender or was evidence that the reactions by Mr. Way were based on her being a woman, or that he would have responded differently in a similar situation to a man. It was Ms. Carnevale's belief, however, that she would not have been treated that way if she were a man. She provided no testimony or other evidence to support that subjective belief. Mr. Wham testified that in the last year, DSM leased commercial properties to between 40 and 50 women.

After the phone call, Mr. Way spoke to the landlords of the Talleyville Shopping Center who had hired DSM as their broker, and they indicated they did not want Ms. Carnevale as a tenant. DSM's job as a broker for a landlord includes vetting prospective tenants by in part looking at the business and owner's online

presence. In this instance, Mr. Wham began the vetting process after he first met with Ms. Carnevale, concurrently with the Letter of Intent process, because Ms. Carnevale told Mr. Wham that the reason she wanted to leave Wilmington was because “it turned from Little Italy to Little Africa.” Although Ms. Carnevale argued in her Closing Argument that she did not make that statement nor any other racist statements, that alleged statement by Ms. Carnevale is what caused Mr. Wham to begin to immediately investigate Ms. Carnevale’s social media posts and online sources concurrently with negotiating the Letter of Intent. He investigated Ms. Carnevale so early in the process not because she was a woman, but because he considered her comment to be a racist comment, which if a man had said that comment he would have investigated it as well. His research showed Ms. Carnevale’s online presence included a lot of negative reviews of Ms. Carnevale, pressure and rhetoric by Ms. Carnevale, unrealistic expectations, and comments by Ms. Carnevale that he viewed as racism. Mr. Wham testified that the gender of the tenant does not factor into whether they recommend the tenant to the landlord. Mr. Wham let the landlord know the information he found in the vetting process, which led the landlord to “put the brakes on” the process of executing the Letter of Intent. The decision whether to lease space to a particular tenant is solely a decision for the landlord to make.

On June 25, 2025, Ms. Carnevale received a cease and desist letter in the mail from attorney Jillian Pratt, Esquire, as attorney for DSM, which letter was dated June 24, 2025.⁵ The letter indicated that Ms. Carnevale had previously made false accusations and posted inaccurate information on the internet and it instructed Ms. Carnevale to cease and desist from further similar behavior or DSM was prepared to file a lawsuit. According to Ms. Carnevale, the only online post she ever made about DMS was the negative review on social media from 2021 (4 years earlier). Ms. Carnevale was shocked by the letter.

On June 26, 2025, Ms. Carnevale wrote an email to Mr. Way, indicating she was still interested in leasing the space from DSM.⁶ In that email she indicated she needed to move her business out of the city for health reasons. She explained in her testimony that the health reasons were that she was stressed out in the current location because of the parking situation and also that she did not like that the city had increased her taxes over the years.

On June 27, 2025, Ms. Carnevale received a second letter from Jillian Pratt, Esq. indicating DSM would no longer provide services to Ms. Carnevale.⁷ Mr. Way testified that he instructed Ms. Pratt to send that letter to notify Ms. Carnevale that DSM would not work with her as her broker or agent, but that did not preclude

⁵ The letter was admitted into evidence as Complainant's Exhibit B.

⁶ The email was admitted into evidence as Complainant's Exhibit C.

⁷ The letter was admitted into evidence as Complainant's Exhibit D.

her from obtaining her own broker or agent. The Panel concludes that the wording of that letter did not accurately convey what Mr. Way intended. Ms. Carnevale continues to claim that no one at DSM ever suggested she engage her own broker to represent her. Although Mr. Wham does not specifically remember telling Ms. Carnevale she could get her own broker to represent her, the Panel finds credible his testimony that it is customary for him to tell tenants that he does not represent them, his name is on the sign at the property indicating he represents the landlord⁸, and the Letter of Intent notifies tenants that they can obtain their own broker to represent them since DSM represents the landlord.

After receiving this letter, Ms. Carnevale began researching the owner of Talleyville Shopping Center, which she found to be Robert Stella from Financial & Consulting Services, LLC. On June 30, 2025, she went to Mr. Stella's office without an appointment to let him know about her experience in trying to lease a space in his shopping center. Mr. Stella was not in the office, but his son indicated he would pass the information along to his father. Later that morning, Mr. Stella called Ms. Carnevale and indicated that he was surprised she was still interested in the property, as Mr. Way had told him she was no longer interested. Mr. Stella

⁸ As further evidence of this, Ms. Carnevale testified that she came back to DSM after her prior bad experience and bad review because she wanted to lease the space where DSM was the listing agent, so she had no choice but to go through DSM, thereby acknowledging that she understood that DSM was the listing agent for the landlord.

told Ms. Carnevale that the property was hers if she wanted to lease it. Ms. Carnevale sent Mr. Stella a timeline of events and the two letters she received from Ms. Pratt, DSM's attorney. Two weeks later, on July 15, Ms. Carnevale followed up with Mr. Stella, who told her that he was leasing the space she was interested in to an existing tenant in an adjacent space that wanted to expand. Mr. Stella indicated he had loyalty to existing tenants before new tenants. The tenant who expanded into the space at issue was also a woman. Mr. Way testified that until the expansion deal was concluded, he was legally bound by confidentiality to not notify Ms. Carnevale of any proposed deal.

Contrary to Ms. Carnevale's testimony about her interactions in June, 2025 with Mr. Stella as the landlord of the Talleyville Shopping Center, Mr. Way's testimony was that DSM was engaged as the broker of the entire Talleyville Shopping Center in the summer of 2025 by two other individuals who he indicated were the landlords of the shopping center. Mr. Way's testimony was that Mr. Stella was not an owner of the Talleyville Shopping Center in the summer of 2025, that he became a partial owner of that shopping center in November, 2025, but that Mr. Stella only owned 2.3% of the shopping center, while the other two individuals owned 97.7%. Because Ms. Carnevale's complaint is not against Mr. Stella, the Panel finds that the portion of the testimony about Ms. Carnevale's interactions with Mr. Stella and his purported representations of being the landlord of the

Talleyville Shopping Center are irrelevant to the allegations in the Complaint against DSM and the DSM related individuals. Accordingly, it is not necessary to make a determination of the factual dispute between Ms. Carnevale's testimony and Mr. Way's testimony regarding who the landlords of the Talleyville Shopping Center were in summer of 2025 or who was authorized as the landlord to enter into a lease with a tenant for the space Ms. Carnevale was hoping to lease in that shopping center. The Panel did find it relevant, however, regardless of which individual landlord was involved with DSM as the listing agent, that the commercial space Ms. Carnevale was interested in leasing in the Talleyville Shopping Center was ultimately leased to a tenant who was a woman.

CONCLUSIONS OF LAW

Ms. Carnevale alleges that Respondents violated DEAL and denied her access to a place of public accommodation because of her sex (female). According to DEAL,

no person being the owner...manager...agent or employee of any place of public accommodation, shall directly or indirectly refuse, withhold from or deny to any person, on account of race, age, marital status, creed, religion, color, sex, disability, sexual orientation, gender identity, military status or national origin, any of the accommodations, facilities, advantages, or privileges of the public accommodation.⁹

⁹ 6 Del. C. § 4504(a)(1)a.

The purpose of DEAL is “to eliminate the inconvenience, unfairness, and humiliation of...discrimination.”¹⁰ The statute must be “liberally construed” to safeguard the rights that it protects. Under Delaware law, when, as here, there is no direct proof of discrimination, a claim alleging a denial of public accommodations based upon unlawful discrimination is decided pursuant to a three-part framework for assessing circumstantial evidence established by the United States Supreme Court in an employment discrimination case called *McDonnell Douglas Corp. v. Green*.¹¹ This analysis, which has been adopted by the Delaware courts,¹² involves the following steps:

- (1) The Complainant must establish a *prima facie* case of discrimination.
- (2) Once a *prima facie* case is established, the burden shifts to the respondent to present evidence of a legitimate, non-discriminatory reason for denying plaintiff access.
- (3) After this production of evidence, the complainant retains the burden of persuading by a preponderance of the evidence that the respondent’s proffered reason was a pretext for discrimination.¹³

¹⁰ *Uncle Willie’s Deli v. Whittington*, 1998 WL 960709, at *4 (Del. Super. Dec. 31, 1998) (citations and internal quotation marks omitted).

¹¹ 411 U.S. 792 (1973).

¹² *See DP, Inc. v. Harris*, 2000 WL 1211151, at *6 (Del. Super. July 31, 2000) (“Delaware Courts have applied the standard articulated in *McDonnell Douglas Corporation v. Green* for cases alleging unlawful discrimination.”) (citations omitted); *Uncle Willie’s Deli*, 1998 WL 960709, at *4 (applying the *McDonnell Douglas* analysis to a case brought under DEAL).

¹³ *Salty Sam’s Pier 13 v. Washam*, 2000 WL 1211227, at *2 (Del. Super. Aug. 3, 2000) (citations omitted).

To meet the initial burden of going forward and establishing a *prima facie* case of discrimination, Ms. Carnevale must show: (a) she is a member of a protected class; (b) she was denied access to a place of public accommodation;¹⁴ and (c) non-members of the protected class were treated more favorably. Further, under Delaware’s Administrative Procedures Act¹⁵ as well as the *McDonnell Douglas* analysis itself, the burden of proof always remains upon the complainant.¹⁶

DISCUSSION

COMPLAINANT HAS NOT ESTABLISHED A PRIMA FACIE CASE OF DISCRIMINATION

The Panel finds that Ms. Carnevale has proven by a preponderance of the evidence the first *prima facie* element, that she is a member of a protected class. Ms. Carnevale testified that she is a woman, which qualifies under the protected class of “sex.” 6 *Del. C.* § 4504(a)(1)a.

¹⁴ According to DEAL, it is illegal to “directly or indirectly refuse, withhold from, or deny,” any “accommodations, facilities, advantages, or privileges” of a “place of public accommodation” based upon specified protected characteristics. 6 *Del. C.* § 4504(a)(1)a. Unless the context requires otherwise, for purposes of clarity in this discussion the Panel will employ the term “denied” to embody all the statutory terms “refuse,” “withhold from,” and “deny,” and will use the word “access” to encompass the phrase “accommodations, facilities, advantages, or privileges.”

¹⁵ 29 *Del. C.* Ch. 101.

¹⁶ 29 *Del. C.* § 10125(c); *Boggerty v. Stewart*, 14 A.3d 542, 550-553 (Del. Feb. 17, 2011).

The Panel finds, however, that Ms. Carnevale has not proven by a preponderance of the evidence the second *prima facie* element—that she was denied access to a place of public accommodation. A place of public accommodation is “any establishment which caters to or offers goods or services or facilities to, or solicits patronage from, the general public....”¹⁷ Although “the sale or rental of houses, housing units, apartments, rooming houses, or other dwellings” are excluded from places of public accommodation, the sale or rental of commercial properties are not excluded, so are covered by DEAL. Although DSM was contractually engaged to serve as a broker only to represent their client as landlords, to the extent they also facilitate the sale or rental of commercial properties of their clients by showing the properties to prospective tenants, DSM operates as a place of public accommodation. The DEAL statute dictates that the Panel consider whether the conduct of Respondents amounted to a refusal, withholding or denial of access to a public accommodation.

Ms. Carnevale contends that over four years she made repeated attempts to buy and then rent commercial real estate through DSM, but was consistently met with delays, dismissals and indifference, culminating with a formal letter she received on June 27, 2025, from DSM’s attorney, Respondent Ms. Pratt, notifying her that DSM was ending all services. As an initial matter, although Ms.

¹⁷ 6 *Del. C.* § 4502(14).

Carnevale believed that DSM was representing her in both the purchase and then lease of commercial space for her business, the Panel credits DSM's testimony that at all times DSM was the broker and listing agent for the landlord of the Talleyville Shopping Center. In its capacity as a broker for the landlord, DSM was not representing Ms. Carnevale as a prospective purchaser or lessee. In addition, Ms. Carnevale was made aware by the Letter of Intent and by the signage at the shopping center that DSM represented the landlord and that she was entitled to hire her own broker to represent her interests. DSM answered to its client, the landlord, and was hired to show prospective tenants the available space, negotiate lease documentation, vet prospective tenants, and make a recommendation to the landlord, but ultimately the choice of who to rent space to was made by the landlord, not by DSM.

DSM did provide services to Ms. Carnevale, in its capacity as a broker to its client, by showing her the space, vetting her as a prospective tenant, initial discussions about a Letter of Intent, and ultimately providing a recommendation to its client to not lease the space to Ms. Carnevale. DSM's attorney's letter terminating all services that DSM was providing to Ms. Carnevale came at the end of the leasing process, after they already provided the services they provide to tenants looking at space offered by one of their landlord clients. Even so, Ms. Pratt's notification to Ms. Carnevale that they were done providing her services did

not in fact end Ms. Carnevale's efforts to lease the space, as she testified that she went directly to Mr. Stella to continue negotiations to potentially lease the space. It was Mr. Stella that made the determination to lease the space to another tenant. Accordingly, Ms. Carnevale was not denied the ability to engage in the leasing process, either through DSM as the landlord's broker, or later directly through Mr. Stella (whether or not he had the ability to lease that space as its landlord).

Additionally, although the Panel credits Ms. Carnevale's testimony that DSM employees did not always call her back (during the purchase phase) or move the lease phase process along as fast as she would have liked, delay of service is not necessarily denial of service, absent evidence of an intentional delay of service used to frustrate the customer.¹⁸ The Panel does not find that Ms. Carnevale has met her burden to prove that Respondents' failure to return phone calls or to move the Letter of Intent or rental process along as quickly as she would have desired were intentional delays of service intended to frustrate her. During her search to purchase property, the testimony showed that DSM representatives she left messages with did not get back to Ms. Carnevale with options of available spaces to purchase. However, DSM represented the landlords, not Ms. Carnevale. As for

¹⁸ See *Witcher v. Breeding*, 2012 WL 3518079, *3 (Del. Super. July 31, 2012) (*Hadfield's* stands for proposition that "an intentional delay of service 'used to frustrate the customer,' especially when that delay tactic is 'repeatedly rebuffed,' is in fact a denial of service"), citing *Hadfield's Seafood v. Rouser*, 2001 WL 1456795, *4 (Del. Super. Aug. 17, 2001).

Ms. Carnevale's efforts to lease property of the landlords that DSM represented, the testimony indicates that Respondents showed her the property, discussed a Letter of Intent, vetted her as a prospective tenant, and ultimately recommended to their client that she was not a good fit as a tenant for their property, thereby concluding their role in the leasing process and leaving it up to the landlords whether to engage her as a tenant. Ms. Carnevale's complaints in the leasing process included that the process did not move as quickly as she would have liked, that several of the Respondents did not call her back quickly enough, and that she did not like the tone or substance of Mr. Way's discussion with her when she called to complain about his employees not calling her back quickly enough. The Panel does not find that Ms. Carnevale's evidence proved that any of these actions were intended to frustrate Ms. Carnevale or served as a denial of services.

Therefore, the second *prima facie* element has not been met.

In addition, the Panel finds that the third *prima facie* element – that non-members of the protected class were treated more favorably or that she received services in a markedly hostile manner - was also not met. Ms. Carnevale had a subjective belief that the treatment she received from DSM was based on her gender and testified that she believed a man would not have been treated the same way. However, the Panel finds credible the testimony of Respondents' witnesses that indicate that they would have treated a man in a similar circumstance in the

same way. Mr. Wham testified that if a man had said the quote to him that he indicates Ms. Carnevale said, he would have conducted the same investigation into their online presence to verify any concerns of racism. His recommendation to the landlord not to engage Ms. Carnevale as a tenant was based not only on that comment from Ms. Carnevale, but also on the results of his investigation of her online history and publicly available information. Mr. Way testified that if a man had contacted him in the way Ms. Carnevale did, on vacation on a Friday afternoon in order to complain about a broker who was unavailable due to a family emergency and another broker who had not called her back in half a day, that he would have responded in the same way.

Ms. Carnevale also argued that the number of women brokers or partners at DSM is objective evidence that DSM's treatment of her was based on her sex. The Panel does not find that her testimony on this point was sufficient to prove that non-members of the protected class were treated more favorably. First, the Panel credits Mr. Way's testimony of the actual workforce composition of DSM (1 of 6 partners is a woman), as well as the comparison to the industry as a whole in the local area (only 7 or 8 active women brokers in the commercial real estate business, of which 4 are brokers for DSM). Second, Ms. Carnevale provided no evidence of any nexus between how many women brokers were employed by DSM to how she was treated by the Respondents or how men were treated by the

Respondents. Ms. Carnevale's only evidence that she was treated differently than a man was her own personal subjective beliefs. The testimony of Respondents showed no intent to treat Ms. Carnevale differently than a man would have been treated in a similar situation. Finally, the Panel was persuaded by the additional facts according to Mr. Wham that DSM leased commercial properties to between 40 and 50 women and that the ultimate lessee of the property Ms. Carnevale was interested in was a woman.

The Panel likewise does not find that the evidence established that Ms. Carnevale received services in a markedly hostile manner. She was showed the property that she was interested in leasing, she was vetted, she was offered an initial draft Letter of Intent, but ultimately DSM as the broker for the landlord did not recommend her as a tenant. It was then up to the landlord to decide whether to lease the space to her. The Panel also does not find that any minor delays in calling her back or processing paperwork, especially in light of the typical average turn-around time for a commercial lease as testified to by Mr. Way, were evidence that the Respondents provided services in a markedly hostile manner. Ms. Carnevale has not met her burden to prove the third *prima facie* element, that non-members of the protected class were treated more favorably or that she received services in a markedly hostile manner.

The Panel unanimously finds that Ms. Carnevale has not met her burden to prove that Respondents denied her the accommodations, facilities, advantages, or privileges of a place of public accommodation. The Panel therefore finds that Ms. Carnevale has not established by a preponderance of the evidence a *prima facie* case of discrimination, so no further analysis under the *McDonnell Douglas* test is required.

CONCLUSION

After careful consideration of the evidence presented, the Panel, by unanimous vote, concludes that Ms. Carnevale has failed to prove by a preponderance of the evidence that Respondents violated DEAL, 6 *Del. C.* § 4504.

ORDER

Pursuant to 6 *Del. C.* § 4508(g), the Complaint against Respondents is
DISMISSED.

IT IS SO ORDERED this 1st day of May, 2026.



[Joseph Dawson \(May 1, 2026 13:53:33 EDT\)](#)

Joseph Dawson
Commissioner and Panel Chair



[Deborah Street \(Apr 30, 2026 16:37:44 EDT\)](#)

Deborah Street
Commissioner and Panel Member



[Chok-Fun Chui \(Apr 30, 2026 14:38:22 EDT\)](#)

Chok-Fun Chui
Commissioner and Panel Member