

**COMMONWEALTH OF MASSACHUSETTS
COMMISSION AGAINST DISCRIMINATION**

MASSACHUSETTS COMMISSION AGAINST
DISCRIMINATION and QUIANA FERGUSON,

Complainants,

v.

D HOUSE PROJECT LLC, and DARREN W. GRAHAM,
Respondents.

DOCKET NO. 21BPR00542

For the Complainants: Edward Rice, Esq.

DECISION OF THE HEARING OFFICER

On April 1, 2021, Quiana Ferguson (“Ferguson”) filed a complaint (“Complaint”) with the Massachusetts Commission Against Discrimination (“Commission”) alleging sex discrimination / sexual harassment in housing against Darren W. Graham (“Graham”). Subsequently, D House Project LLC (“D House”) was added as a respondent. On April 2, 2024, the Investigating Commissioner issued a Certification Order certifying issues for public hearing.

On September 25, 2024, I conducted the public hearing after entering a default against D House and Graham, who each failed to appear for the hearing despite being duly notified. The official record is the audio recording of the hearing. Ferguson was the sole witness. There were nine exhibits.¹ Only Ferguson filed a post-hearing memorandum. In this decision, *unless stated otherwise*, where testimony is cited, I find it credible and reliable, and where an exhibit is cited, I find it reliable to the extent cited. Citations to Ferguson’s testimony are denoted by (Ferguson).

I. FINDINGS OF FACT

1. On June 5, 2020, D House became owner of the land and building located at 14 Richfield Street in Dorchester, Massachusetts (the “Property”). Graham was the landlord of the Property. The Property had a garage, an apartment on the first floor and an apartment on the second floor. The first-floor apartment had three bedrooms, which were separately rented, and common-area including a kitchen

¹ Exhibits 6, 8 and 9 are subject to a Protective Order.

and bathroom. In December 2020, Ferguson rented, and moved into, one of the bedrooms in the first-floor apartment. When Ferguson moved into the first-floor apartment, Graham's niece lived in another bedroom in the apartment, and the third bedroom was unoccupied. At the time that Ferguson moved into the first-floor apartment, Graham was "finishing" an apartment in the basement that he would use for himself. By January 14, 2021, the apartment in the basement was completed and included a bedroom set. In early February 2021, Sateya Devoe ("Devoe") moved into the third bedroom in the first-floor apartment. Ferguson believed that Devoe was either Graham's girlfriend or his business partner. (Ferguson; Exhibits 3, 4).

A. GRAHAM'S ACTIONS TOWARDS FERGUSON

2. On December 27, 2020, Graham sent a text message ("text") to Ferguson at 1:39 A.M. writing, "You got me nice babe." Ferguson felt that it was inappropriate for him to call her, babe. (Exhibits 3, 5; Ferguson).
3. On January 3, 2021, Graham texted Ferguson writing, "I guess you just have that sex appeal on cats." Ferguson understood "cats" to be a street term for men. She considered the text to be inappropriate and responded by sending a text to Graham with the "shrug" emoji, writing, "I'm just myself." Within minutes, Graham sent another text to Ferguson writing, "Do I have a chance." Because Graham had sent the text regarding sex appeal, Ferguson understood this text to be asking if Graham had a chance of having a sexual relationship with her. Based on the earlier texts regarding sex appeal and babe, I infer that Graham was asking Ferguson if he had a chance of having a sexual relationship with her. Ferguson responded by sending a text to Graham writing, "None" and elaborating, "I don't even date men. And I would never mix business with pleasure.... You're mad cool and def don't mind hanging but even if I were to date a dude it would never be a married one. I'm selfish lol."² In that text, Ferguson was trying to explain to Graham the reasons why she would not engage in a sexual

² "LOL" was shorthand for "laugh out loud." (Ferguson).

relationship with him, while trying to keep the situation light, because she had just moved into the Property and did not want things to get worse. (Exhibit 5; Ferguson).

4. At approximately 10 P.M. on January 14, 2021, Graham texted Ferguson writing, “Come kiss me good night” to which she responded by sending to Graham a text with a link to a social distancing video. Ferguson was trying to keep the situation light while telling Graham to keep his distance. Within an hour, Graham sent another text to Ferguson writing, “... In love with you[.] I want you to come lay down under me.” Ferguson responded by sending to Graham a text writing, “Don’t push it. Goodnight.” Based on the text regarding sex appeal, Ferguson believed Graham was asking her “to come down to the basement apartment and lay with him” in a “possible sexual manner.” Based on his earlier texts regarding babe, sex appeal, have a chance, and kiss me goodnight, I infer Graham was asking Ferguson to lay with him in bed with the potential of them having sex. (Exhibit 5; Ferguson).
5. Subsequently in January 2021, when Graham and Ferguson were in the garage of the Property, Graham asked Ferguson if she would be interested in having sex with a woman and allowing him to watch. Graham told Ferguson that he had shown Ferguson’s picture to the woman. Ferguson was very uncomfortable and responded, “absolutely not.” (Ferguson).
6. On February 11, 2021, Ferguson sent a text to Graham writing, “I didn’t like how you made me feel last night when I was leaving. If I extend a hug to you not sure why you thought it was ok to nibble on my ear....” This language was a response to the following incident. Graham had a discussion with Ferguson and Devoe at the Property regarding a dispute between Ferguson and Devoe. When that discussion was over, Graham and Ferguson hugged.³ During the embrace, Graham opened his mouth wide and put it on Ferguson’s left ear and neck and then closed his mouth and softly nibbled on her

³ It is not clear, and I make no finding regarding, who initiated the hug. In her testimony, Ferguson said Graham “grabbed me and pulled me in for a hug.” In her February 11, 2021 text, she referenced “extend[ing] a hug” to Graham. (Ferguson; Exhibit 5).

ear as if trying to seduce someone. Ferguson pulled away and said, “that’s not okay.” Graham kind of “chuckled.” (Exhibit 5; Ferguson).⁴ I refer to this incident as the “Touching.”

B. FERGUSON IS REQUIRED TO LEAVE THE PROPERTY

7. In February 2021, Ferguson told Graham’s niece that Graham was sexually harassing Ferguson and showed her texts that Ferguson had received from Graham. (Ferguson).
8. On or about February 21, 2021, Ferguson and Graham had a conversation in which Graham told Ferguson it was his house; he could do what he wanted; if she did not like it, she could move out; and he could help her to leave by removing her stuff. Ferguson told Graham that he could not touch her stuff; she was not late with rent; and he was acting that way because she was not interested in him. As of February 21, 2021, Ferguson was up to date with her rental payments. (Ferguson; Exhibit 5).
9. In February 2021, on three or four occasions, Graham told Ferguson that he was going to remove her from the Property. The reasons that Graham told Ferguson included that she was making false allegations, was trying to send him to jail, and was trying to get out of paying rent. (Ferguson). Based on the findings in paragraphs 2-8, I find that Graham’s stated reasons were false and find that Ferguson’s rebuff of his sexual advances was the actual reason for his threats of eviction.
10. During February 2021, Graham entered the first-floor apartment on multiple occasions without notifying its tenants.⁵ On one such occasion, Graham left an item, given to him by a person to give to Ferguson, outside her bedroom door. On February 28, 2021, Ferguson sent a text to Graham writing, “.... I tried to be nice and just fall back after the continuous sexual harassment and you just won’t stop.... Stop letting yourself in an apartment full [sic] of females and not one person knew you was

⁴ In finding that the Touching occurred, I considered the following, but do not consider them individually or collectively sufficient to detract from my finding. First, Ferguson’s Complaint did not reference the Touching, but I find that omission is outweighed by its reference in the contemporaneous February 11, 2021 text. Second, the February 11, 2021 text refers to nibbling of the ear while Ferguson’s testimony of the Touching was more extensive. I found Ferguson’s testimony of the Touching detailed, reliable and not hyperbolic. Finally, the ambiguity regarding the Touching is limited to who initiated the hug.

⁵ There is no evidence that Graham entered a tenant’s bedroom in the first-floor apartment without notice.

coming.... Do not call me or text me or leave anything outside my BEDROOM door period....”

(Exhibit 5; Ferguson). (Capitalization in original).

11. On March 1, 2021, Ferguson told the police that Graham had been sexually harassing her, threatened to remove her from the Property, and told them about the incident regarding him nibbling her ear. (Ferguson).

12. On March 2, 2021, Ferguson obtained a harassment prevention order against Graham. (Exhibit 7).

After receiving the order, Ferguson returned to the first-floor apartment. Graham shortly thereafter entered the apartment. Ferguson told Graham about the order. Graham said, “you’re trying to put me in jail and now you’re going to see who exactly I am.” Ferguson went into her bedroom. Shortly thereafter, Ferguson saw Devoe and Graham talking on the porch abutting Ferguson’s bedroom window. Ferguson heard Graham say to Devoe, “this bitch is trying to send me to jail and ruin my life, so I want her out of my house.” After Graham left the porch, Ferguson went outside to her vehicle. She removed carpentry tools and camping items, including a machete, from her vehicle and brought them into the first-floor apartment. When Ferguson entered the apartment, she crossed paths with Devoe, who looked at the items that Ferguson had brought into the apartment, and asked Ferguson, “what are you doing with that?” Shortly thereafter, Ferguson saw Devoe and Graham talking on the porch. Devoe was talking loudly. Ferguson heard Devoe tell Graham that she did not feel safe in the apartment, which I infer likely related to the machete, and Graham tell Devoe to call the police.⁶ Shortly thereafter, police officers knocked on Ferguson’s bedroom door with guns drawn and told Ferguson that they had received a telephone call that she had threatened Devoe with a gun. The officers did not find a gun. Ferguson told the officers about the harassment prevention order, Devoe’s relationship with Graham, that Graham had been sexually harassing Ferguson, and that

⁶ Although there is no evidence of whether Ferguson’s bedroom window was open during the two conversations between Devoe and Graham on the porch, I find that Ferguson was able to hear what she said she heard based on the following: Ferguson’s bedroom window abutted the porch; Ferguson’s credible demeanor when testifying to what she overheard during these conversations; and Devoe (at least in the second conversation) was talking loudly.

Graham was attempting to force Ferguson to leave the Property. The police left. Subsequently, on the same day, Devoe obtained a restraining order against Ferguson. Ferguson became aware of the restraining order on March 4, 2021, when she was in her bedroom and the police came and told her there was a restraining order against her and that she needed to leave the Property. Ferguson left the Property. Based on the findings in this paragraph, I infer that Devoe contacted the police and obtained a restraining order against Ferguson at Graham's suggestion. (Ferguson).

13. Subsequently, Ferguson returned to the Property, with police escort, to retrieve her belongings. When Ferguson returned, she realized that someone had broken into her bedroom and stolen items.⁷ After Ferguson took her remaining belongings, she never returned to the Property. (Ferguson).
14. After Ferguson left the Property on March 4, 2021, she stayed at a hotel for a few days and then at another hotel until June 2021. Ferguson then lived in her vehicle for over a year. (Ferguson). There is no evidence of the amount of costs incurred by Ferguson for housing or for other costs resulting from having to leave the Property.

C. FERGUSON'S EMOTIONAL AND MENTAL HEALTH

15. Graham's actions have caused Ferguson anxiety. The anxiety commenced in late December 2020 when Graham "crossed the line" between landlord and tenant and called Ferguson a babe. Between that period and sometime in 2023, Ferguson went to a hospital on four occasions in total because she felt like she could not breathe. She was told it was anxiety and panic attacks and was referred to a specialist. The anxiety has also caused Ferguson to have trouble sleeping, trouble eating and to lose considerable weight. The anxiety is ongoing. Ferguson picks her skin as a coping mechanism and was doing that during the hearing. (Ferguson).
16. Ferguson had nightmares regarding Graham in which "the assault [the Touching] has always been worse in my sleep [than what occurred]. So I would wake up in panic modes, full blown out sweats,

⁷ The evidence is insufficient to make a finding as to who broke into Ferguson's bedroom and took her items.

and then I would just literally cry and wouldn't be able to go back to sleep for a while.” For an undefined period, those nightmares occurred approximately a few days per week. Therapy and medication helped Ferguson to somewhat manage them. (Ferguson).

17. Ferguson had nightmares of when the police came with their “guns drawn in my face.” (Ferguson).
18. Ferguson still has nightmares from time to time in 2024. (Ferguson).⁸
19. Ferguson’s mother died in late 2020. Ferguson started therapy to address her mother’s illness before the passing. When her mother died, Ferguson fell into a depression. Graham’s actions exacerbated Ferguson’s depression regarding her mother because she was unable to grieve the loss of her mother. In 2021, the topics of therapy “shifted from me being able to talk about my mom because of what I was going through with Darren, it was pretty much how I didn't feel safe and how I didn't feel like living....” (Ferguson).
20. From 2021 through the hearing, Ferguson has also suffered depression regarding Graham which she described as “very, very hard. I'm still in therapy.... every single week and talk about what happened and almost not blaming myself.” (Ferguson).
21. On two occasions during the hearing, including once when she was testifying about therapy, Ferguson was rocking back and forth in agitation. At one point in the hearing, Ferguson became emotionally upset and started crying and needed a break.
22. In 2024, Ferguson thinks about Graham “every day that I leave the house” because she is afraid of encountering him. She has groceries delivered and only leaves her home if she must. As Ferguson described, “even still now, I feel like I can't walk freely in Boston.” There is an overlap between her friends and Graham’s, which I infer fuels her concerns about seeing him. (Ferguson).

II. CONCLUSIONS OF LAW

In this section, I address whether Respondents: (a) committed housing discrimination against Ferguson on the basis of sex in the form of sexual harassment in violation of M.G.L. c. 151B, §§ 4(6) and 4(18);

⁸ The record is not clear whether the nightmares in 2024 related to the police drawing their guns or the Touching.

(b) discriminated against Ferguson on the basis of sex in violation of c. 151B § 4(6), by subjecting her to disparate treatment in the terms or conditions of housing; (c) retaliated against Ferguson on the basis of her protected activity, by subjecting her to adverse action in violation of c. 151B, § 4(4); (d) interfered with her right to housing free from discrimination on the basis of sex, including sexual harassment in violation of c. 151B § 4(4A); and (e) aided or abetted discrimination against Ferguson on the basis of sex, including sexual harassment in violation of c. 151B § 4(5).⁹

A. SEXUAL HARASSMENT

It is an unlawful practice for a managing agent of a multiple dwelling to discriminate against a person because of sex in the terms or conditions of accommodation, M.G.L. c. 151B, § 4(6), or to sexually harass a tenant. c. 151B, § 4(18).¹⁰

Ferguson establishes a violation of M.G.L. c. 151B, §§ 4(6) and 4(18) if she proves that she was subjected to unsolicited conduct of a sexual nature by Graham, and that the conduct made the tenancy significantly less desirable to a reasonable person in her position. Gnerre v. Massachusetts Comm'n Against Discrimination, 402 Mass. 502, 507 (1988).

Graham repeatedly subjected Ferguson to conduct of a sexual nature. He referred to Ferguson as a babe; told Ferguson that she had sex appeal; implicitly inquired whether there was a chance of them having a sexual relationship; asked Ferguson to kiss him good night; requested that she lay down with him; asked if Ferguson would have sex with a woman with him watching; and committed the Touching.

Graham's behavior was unsolicited. Ferguson replied "none" to whether he had a chance of a relationship with her; used a social distancing video to rebuff the request for a kiss good night; replied "don't push it. Goodnight" in response to his request for her to lay with him; replied "absolutely not" in

⁹ I correct a ministerial error in the Certification Order. The order states in part, "Whether one or both Respondents is liable for aiding, abetting, inciting, or compelling discrimination, or attempting to do so, against Complainant Quiana Ferguson on the basis of sex, including sexual harassment, making her individually liable under M.G.L. c. 151B, § 4(5)." The phrase "her individually liable" is hereby changed to "them liable."

¹⁰ As landlord, Graham was the managing agent of the Property. The Property was a multiple dwelling because it was usually occupied for permanent residence and rented to be occupied as the residence or home of three or more families living independently of each other. M.G.L. c. 151B, § 1(11). See Findings of Fact, paragraph 1.

response to his inquiry regarding her having sex with a woman and him watching; and objected to the Touching.

Finally, this is an example of a tenancy that a reasonable tenant in Ferguson's position would find significantly less desirable because of the unsolicited affronts. Thus, Graham is liable to Ferguson for violating M.G.L. c. 151B, §§ 4(6) and 4(18). D House is also liable to Ferguson under these provisions because as a property owner, it cannot delegate to its landlord its duty to comply with fair housing laws. D House's obligation to obey c. 151B extends beyond its own actions to those to whom it entrusted the Property's management.¹¹

B. DISPARATE TREATMENT ON THE BASIS OF SEX

It is an unlawful practice for a managing agent of a multiple dwelling to discriminate against a person because of sex in the terms or conditions of accommodation. M.G.L. c. 151B, § 4(6). Sexual harassment is a type of sex discrimination. See c. 151B, § 1(18). Having proved that Graham sexually harassed her during her tenancy at the Property, Ferguson has also proved that Graham discriminated against her on the basis of sex in the terms or conditions of her accommodation in violation of c. 151B, § 4(6). Graham is liable to Ferguson for this violation. For the reason stated in Section II(A), D House is also liable to Ferguson for this violation.¹²

C. RETALIATION

To establish a violation of M.G.L. c. 151B, § 4(4), Ferguson must prove: she reasonably and in good faith believed Graham had engaged in wrongful discrimination; she acted reasonably in response to that

¹¹ Taylor Bryan and Elijah Bryan and Massachusetts Commission Against Discrimination v. Bergantino Realty Trust, Pauline M. & Angelo Bergantino, Trustees & John Federico, 33 MDLR 161, 165 (2011); Maryluz Rodriguez and Marta Perez and Massachusetts Commission Against Discrimination v. Michael Price & Gloria Lombardi, 32 MDLR 119, 121 (2010).

¹² The Certification Order states - "Whether one or both Respondents discriminated against Complainant Quiana Ferguson on the basis of sex in violation of M.G.L. c. 151B, § 4(6), by subjecting Complainant to disparate treatment in the terms and conditions of her housing, including but not limited to unwarranted intrusions of privacy, threats of lease termination, and accusations of late rent." It is not necessary to address disparate treatment liability in the context of these specific examples. Liability for disparate treatment has already been found, and addressing these examples would not alter the remedies awarded, in this case, in any event.

belief through reasonable acts meant to protest or oppose the discrimination (protected activity); and Graham took adverse action against her in response to the protected activity. Verdrager v. Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, P.C., 474 Mass. 382, 405–06 (2016). In response to a reasonable and good faith belief that Graham was sexually harassing her, Ferguson engaged in two reasonable acts meant to protest or oppose the harassment: (a) notifying the police of Graham’s conduct; and (b) obtaining a harassment prevention order against Graham.¹³ On the same day (March 2, 2021), that Ferguson told Graham about the harassment prevention order: Graham told Ferguson that “now you’re going to see who exactly I am”; Graham told Devoe that “this bitch is trying to send me to jail and ruin my life, so I want her out of my house”; and Devoe, at Graham’s suggestion, obtained a restraining order against Ferguson, which resulted two days later in Ferguson being required to leave the Property (adverse action). Graham’s statements on March 2, 2021, and the remarkably brief period between his knowledge of the harassment prevention order and the adverse action establish causation. Graham is liable to Ferguson for violation of c. 151B, § 4(4). For the reason stated in Section II(A), D House is also liable to Ferguson for this violation.

D. INTERFERENCE WITH RIGHT TO HOUSING FREE FROM SEXUAL HARASSMENT

Housing free from sexual harassment is a right granted and protected by M.G.L. c. 151B. Among other things, c. 151B, § 4(4A) makes it unlawful for a person to interfere with another’s exercise or enjoyment of a c. 151B right. Prohibited interference may be established by demonstrating action taken in deliberate disregard of one’s right under c. 151B, because that allows one to infer that there was an intent to interfere with the exercise or enjoyment of a c. 151B right. See Woodason v. Town of Norton School Comm., Maurice Splaine and Irene Stanovich, 25 MDLR 62, 64 (2003). Graham’s continued sexual advances despite Ferguson’s rebuffs, and his orchestration of her forced departure from the Property in response to learning about the harassment prevention order against him, demonstrates his deliberate

¹³ Because the record is devoid of whether Graham was aware at material times that Ferguson had contacted the police, the analysis of causative adverse action is limited to Ferguson obtaining the harassment prevention order, which Graham became aware of on the day it was issued.

disregard of Ferguson's right to housing free from sexual harassment. This allows me to draw the inference, which I do, that Graham intended to interfere with Ferguson's right to housing free from sexual harassment. Graham is liable to Ferguson for violating c. 151B, § 4(4A), and for the reason stated in Section II(A), D House is also liable to Ferguson for this violation.

E. RESPONDENTS ARE NOT LIABLE TO FERGUSON UNDER M.G.L. c. 151B, § 4(5)

To prevail on an aiding and abetting claim under M.G.L. c. 151B, § 4(5), Ferguson must demonstrate that a respondent committed an individual and distinct wrong separate from the principal offense, while sharing an intent to discriminate not unlike that of the principal offender, and with knowledge of the supporting role in an enterprise designed to deprive her of a c. 151B right. Lopez v. Com., 463 Mass. 696, 713 (2012). If Ferguson proved Devoe violated c. 151B, § 4(4) or § 4(4A), and Graham aided and abetted Devoe in that violation, then Graham (and D House) could be liable under c. 151B, § 4(5). There is, however, insufficient evidence to find that Devoe violated either of those provisions.¹⁴ I dismiss the claim against Respondents under c. 151B, § 4(5).

III. REMEDIES

A. AWARD OF EMOTIONAL DISTRESS DAMAGES

Applying the principles enunciated in Stonehill Coll. v. Massachusetts Comm'n Against Discrimination, 441 Mass. 549, 575-576 (2004), I find **\$60,000** is a fair, reasonable and proportionate award of damages for the prolonged and pervasive harmful impact upon Ferguson's emotional and mental health caused by Graham's unlawful actions.

Starting in late December 2020 when Graham crossed the line between landlord and tenant, and continuing through the hearing, Ferguson has suffered anxiety caused by his actions. Ferguson's anxiety was severe enough that she felt she could not breathe, had to seek medical help for breathing issues

¹⁴ It is not clear that when Devoe sought the restraining order against Ferguson, that Devoe was aware Ferguson had obtained a harassment prevention order against Graham, and the evidence is insufficient to determine whether there was a legitimate basis for Devoe seeking the restraining order against Ferguson, regardless of Graham's motivation. It does appear that Devoe was concerned about the machete.

multiple times, was referred to a specialist, and picks at her skin as a coping mechanism. The anxiety caused Ferguson to have trouble sleeping, trouble eating and to lose considerable weight. Ferguson had numerous nightmares regarding the Touching causing her to wake up in a panic, sweating and crying. Ferguson also had nightmares of the police with their guns drawn in her face.

Graham's actions exacerbated Ferguson's depression regarding the loss of her mother because she was unable to grieve the loss.¹⁵ In 2021, the topics of therapy "shifted from me being able to talk about my mom because of what I was going through with Darren, it was pretty much how I didn't feel safe and how I didn't feel like living...."

From 2021 through the hearing, Ferguson has also suffered depression regarding Graham which she described as "very, very hard. I'm still in therapy.... every single week and talk about what happened and almost not blaming myself."

The continuing harmful effect of Graham's actions upon Ferguson was manifested during the hearing when on two occasions she was rocking back and forth in agitation. Further, at one point during the hearing, she became emotionally upset and started crying, necessitating a break.

The prolonged adverse effect of Graham's actions upon Ferguson also manifests in Ferguson's more isolated lifestyle. Even, in 2024, she thinks about Graham "every day that I leave the house" because she is afraid of encountering him, has groceries delivered, and only leaves her home if she must. As of the hearing, her fear of confronting Graham remains, and she feels "like I can't walk freely in Boston."

B. ISSUANCE OF A CIVIL PENALTY

M.G.L. c. 151B, § 5 authorizes me to impose a civil penalty in addition to any other actions which I may order. Graham's continued sexual advances despite Ferguson's rebuffs, and his orchestration of her

¹⁵ I have not awarded damages for the underlying depression that Ferguson suffered for the loss of her mother. Stonehill, 441 Mass. at 575-576.

forced departure from the Property in response to her obtaining a harassment prevention order against him, is sufficiently egregious to warrant a civil penalty of **\$8,000**.¹⁶

IV. ORDER

For the reasons detailed above, and pursuant to the authority granted me under M.G.L. c. 151B, § 5, I order the following:

A. CEASE AND DESIST ORDER

D HOUSE PROJECT LLC and DARREN W. GRAHAM shall immediately cease and desist from sexual harassment, sexual discrimination, and retaliation in housing.

B. ORDER TO PAY EMOTIONAL DISTRESS DAMAGES

D HOUSE PROJECT LLC and DARREN W. GRAHAM are jointly and severally liable to pay QUIANA FERGUSON emotional distress damages in the amount of **\$60,000** with interest thereon at the rate of 12% per annum from the date the Complaint was filed with the Commission until such time as payment is made or until this Order is reduced to a Court judgment and post-judgment interest begins to accrue.

C. ORDER TO PAY CIVIL PENALTY

DARREN W. GRAHAM shall pay a civil penalty of **\$8,000** within 60 days of receipt of this decision, delivered to the Commission, and payable to the Commonwealth of Massachusetts.

D. ORDERED TRAINING¹⁷

- a. Within 60 days of receipt of this decision, D HOUSE PROJECT LLC shall contact the Commission's Director of Training to schedule a training on sexual harassment, sexual discrimination, and retaliation in housing which shall be held within 90 days of receipt of this decision and attended by all its officers. D HOUSE PROJECT LLC shall be responsible for all fees assessed for this training.
- b. Within 60 days of receipt of this decision, DARREN W. GRAHAM shall contact the Commission's Director of Training to schedule a training on sexual harassment, sexual discrimination, and retaliation in housing which shall be held within 90 days of receipt of this decision and attended by DARREN W. GRAHAM who shall be responsible for all fees assessed for this training.

¹⁶ Upon a finding of an unlawful housing practice, M.G.L. c. 151B, § 5 authorizes me to impose, in addition to any other action which I may order, an award of damages which "shall include, but shall not be limited to, the expense incurred ... for obtaining alternative housing or space, for storage of goods and effects, for moving and for other costs actually incurred ... as a result of such unlawful practice." There was no evidence regarding the amount of costs incurred by Ferguson because of Ferguson's forced departure from the Property, precluding such an award.

¹⁷ For purposes of enforcement, the Commission shall retain jurisdiction over training requirements.

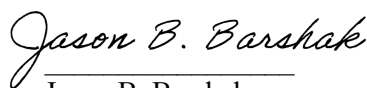
V. NOTICE OF APPEAL

This decision represents the Final Order of the Hearing Officer. Any party aggrieved by this Final Order may appeal this decision to the Full Commission. To do so, a party must file a Notice of Appeal within 10 days of receipt of this decision and file a Petition for Review within 30 days of receipt of this decision. 804 CMR 1.23 (2020). If a party files a Petition for Review, the other parties have the right to file a Notice of Intervention within 10 days of receipt of the Petition for Review and shall file a brief in reply to the Petition for Review within 30 days of receipt of the Petition for Review. 804 CMR 1.23 (2020). All filings referenced in this paragraph shall be made with the Clerk of the Commission, with a copy served on the other parties.

VI. PETITION FOR ATTORNEYS' FEES AND COSTS

Any petition for attorneys' fees and costs by QUIANA FERGUSON shall be submitted to the Clerk of the Commission within 15 days of receipt of this decision. Pursuant to 804 CMR 1.12 (19) (2020), such petition shall include detailed, contemporaneous time records, a breakdown of costs and a supporting affidavit.¹⁸ D HOUSE PROJECT LLC and DARREN W. GRAHAM may each file a written opposition within 15 days of receipt of said petition. All filings referenced in this paragraph shall be made with the Clerk of the Commission, with a copy served on the other parties.

So ordered this 19th day of February, 2025



Jason B. Barshak
Hearing Officer

¹⁸ Best practice would have the petition include specific information about average hourly rates for attorneys with similar years of experience who conducted similar work at the times the services in this case were provided and who worked in the same or similar community. A non-exhaustive list of sources of data are model fee charts; market surveys from courts, legal services, or private entities such as Wolters Kluwer Real Rate Reports or Massachusetts Lawyers Weekly; Commission decisions awarding attorneys' fees; and affidavits from other attorneys with knowledge of hourly rates charged by attorneys in the same or similar community with similar years of experience performing similar work in a similar period.