

COMMONWEALTH OF MASSACHUSETTS
COMMISSION AGAINST DISCRIMINATION

MASSACHUSETTS COMMISSION)	
AGAINST DISCRIMINATION and)	
TONDA REED,)	
Complainants)	
v.)	MCAD Docket No. 21BPR02111
DARREN GRAHAM and ROBERT WHITE,)	
Respondents)	
)	

Appearance by: Commission Counsel Ethan Crawford for Complainants

DECISION OF THE HEARING OFFICER

On October 25, 2021, Tonda Reed filed a Complaint with the Massachusetts Commission Against Discrimination alleging sex discrimination, sexual harassment and retaliation in housing against the property manager, Darren Graham, and the owner, Robert White, of the rental property in which she had resided. The Investigating Commissioner issued a Certification Order certifying issues for public hearing.

On February 5, 2025, I conducted the hearing after entering a default against Graham and White who each failed to appear for the hearing despite being duly notified. The official record is the audio recording of the hearing. Reed was the sole witness and there were ten exhibits. Reed filed a post-hearing brief. 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 Reed's testimony are denoted by "(Reed)."

I. FINDINGS OF FACT

1. In August or September 2019, Tonda Reed moved into Apartment 2 on the second floor at 93 Itasca Street, Mattapan, Massachusetts ("Property") where she resided until June 4, 2021. The Property also included an apartment on the first floor and was utilized as a rooming house. Apartment 2 contained four bedrooms along with a shared bathroom and kitchen. Based on Reed's testimony that different people occupied each bedroom - rather than one person renting multiple bedrooms - I infer that the bedrooms in Apartment 2 were rented separately. Darren Graham was the property manager. He addressed repairs. Reed paid him her rent in two equal installments on or about the first and the

fifteenth day of each month. On all but a few occasions, he collected her rent in person at the Property.¹ She believed that he owned the Property. (Reed).

GRAHAM'S SEXUAL ADVANCES

2. Beginning in the Spring of 2020, on numerous occasions while collecting her rent, Graham gave Reed a look. The look, for the most part, was always the same. He would glare at her breasts and her vagina with a freaky looking smile on his face, like he was looking through her clothes. ("Look"). (Reed).²
3. In the spring of 2020, there were multiple occasions when Graham gave Reed the Look while collecting her rent. On at least one such occasion, he also called her "phat"³ and/or asked, "what you want to do?" Reed believed that when Graham asked, "what you want to do?", he was suggesting that she engage in sex with him in lieu of paying rent.⁴ During the final incident in the spring of 2020, she stated to Graham, that he was "not my type" and "I'm not interested in a married man." Reed hoped that her comments would deter his behavior. For a couple of months, the behavior stopped but by late summer or in the fall of 2020, Graham had resumed his advances, and was more consistently asking Reed, "what you want to do?" while collecting her rent.⁵ Expressing her continued disinterest, Reed said, "no thank you" on multiple occasions in response to his asking her that question. (Reed).
4. In 2020, Graham gave Reed the Look most times that he collected her rent. (Reed).
5. Around January 2021, Reed began searching for a new place to live for three reasons: (a) Graham's advances; (b) an issue with another occupant in Apartment 2; and (c) she wanted her own place as opposed to living in a rooming house. (Reed).
6. In 2021, Graham gave Reed the Look most times that he collected her rent. (Reed).

¹ Hereinafter, all references to Graham collecting Reed's rent refer to his collecting her rent in person at the Property.

² Although Reed could not recall specific dates for Graham's behavior, because "it was so long ago," (Reed), she was able to provide a general timeline for his behavior.

³ Reed understood "phat" to be intended as a compliment but did not like Graham saying that to her. (Reed).

⁴ I find Graham asking Reed, "what you want to do?" was his offer to accept sex in lieu of payment of rent.

⁵ Again, I find Graham asking Reed, "what you want to do?" was his offer to accept sex in lieu of payment of rent.

7. In the spring of 2021, while collecting her rent, Graham gave Reed the Look and told her, “you don't have to pay the rent.” She responded, “yeah, like whatever.” (Reed). I find Graham’s statement was a relatively more explicit offer by him to accept sex in lieu of payment of rent.
8. Graham did not ask Reed, “what you want to do?” or call her “phat” in 2021. I base this finding on the following testimony. Reed answered, “right” when asked, “So the, ‘what you want to do?’ was just in 2020, and the ‘phat’ was one time in 2020?”⁶ When asked “from January 1st through ... June 4, 2021, ... did Mr. Graham make any comments to you when he came to pick up the rent?”, Reed answered, “I believe there was one, when he said that I didn't have to pay the rent in 2021.” (Reed).
9. When Graham gave Reed the Look, she felt “uncomfortable” and “uneasy.” His comments about her body, made her feel “weird” and “disgusted.” His behavior caused her to experience these feelings “pretty much all the time” for the remainder of her tenancy. When Graham asked, “what you want to do?”, Reed believed that he thought of her as a “floozy.”⁷ When he told her, “you don't have to pay the rent”, she believed that he thought that she was “stupid.” (Reed).

GRAHAM LOCKS REED OUT OF THE PROPERTY

10. On June 4, 2021, Reed attempted to return to the Property but discovered that her keys no longer worked on the locks to the building. She observed Graham walking towards his truck and asked whether he had changed the locks. He “smirked”, entered his truck and drove away. Based on this exchange, I infer Graham had changed the locks to the building. Later that day, Reed took a flight to Florida to meet Tony Rouse, with whom I infer she was in a romantic relationship. Reed, who had learned a few weeks earlier that Rouse and Graham were friends, asked Rouse to call Graham to find out what had happened regarding the locks. That evening, Rouse called Graham and asked what

⁶ Regarding how many times Graham called Reed “phat”, her testimony ranged from once, to a “few times” to “all the time.” Based on the totality of her testimony, I find that he called her “phat” in 2020 at least one time. (Reed).

⁷ Reed described a “floozy” as a person who “will just give their body for ... whatever purposes.” (Reed).

happened. Graham told Rouse to “mind your fucking business” and hung up. While Reed was in Florida, Rouse again telephoned Graham and was told to “stay out of it.” (Reed).

11. Based on the following, I find that Graham locked Reed out of the Property on June 4, 2021, because he was upset that she had rejected his advances, knew about and was upset that she was in a relationship with Rouse and knew that she was leaving that day to visit Rouse. Graham’s prolonged attempts to persuade Reed to engage in sex had been unsuccessful. His comments, “what you want to do?” and “phat” in 2020 were met with rebuffs. The more explicit comment, “you don’t have to pay the rent” in 2021 was rejected. There was no business reason for Graham to lock Reed out. She did not owe back rent.⁸ Graham acted in a hostile manner to Rouse by telling him to “mind [your] fucking business” when Rouse called him on the day of the lockout and asked him why he had locked out Reed. While it is possible that Graham was simply crudely telling his friend not to get involved in his business with a tenant, the more likely reason for the expletive response is that he was upset over the Rouse-Reed relationship. Finally, the lockout occurred on the same day that Reed was leaving to see Rouse.⁹
12. While in Florida, Reed sent text messages to Graham regarding her lack of access to the Property and tried unsuccessfully to reach him by telephone. She returned to Boston on June 7, 2021. She telephoned Graham’s wife shortly after her return. She told his wife that he had changed the locks, she needed her belongings, she was hoping to avoid going to court and asked her for help. Graham’s wife said, “do what you got to do, honey.” (Reed; Exhibit 5).
13. Graham sought assistance from the police for the lockout but was told that because the matter was not “domestic”, (which I infer meant domestic violence), the police could not intervene. (Reed).

⁸ Reed had paid her rent through the month of May 2021. (Reed).

⁹ In making my finding as to why Graham locked Reed out of the Property, I determined the following were insufficient to alter the finding: he never told her why he locked her out; she admitted, “I really don't know why”; she never told him she was going to see Rouse; and most of her rebuffs to his advances occurred in 2020.

14. On July 21, 2021, Reed sent three text messages to Graham, including one stating, “I’m going to get you for making sexual advances.” (Exhibit 5).
15. Reed filed a lawsuit in Housing Court in 2021 seeking to gain access to the Property. She obtained a temporary restraining order against Graham ordering him to grant her access to her room. During that case, she learned that Robert White owned the Property¹⁰ and obtained a similar order against him. Despite the orders, she never gained access to the Property. She submitted documentation to the court regarding her lost belongings, hotel costs, and purchases necessitated by the lockout and was awarded damages for such. (Reed; Exhibits 6-7, 9).¹¹

REED’S DISTRESS AS A RESULT OF THE LOCKOUT

16. As a result of the lockout, Reed was displaced. She slept in her vehicle one night, then stayed three months in hotels and then moved into her mother’s apartment for 18 months, where she slept on a loveseat, before securing her own apartment. (Reed).
17. Immediately following the lockout, Reed felt “very bad” and “very angry.” When she returned to Boston, she felt “homeless, upset, angry, hopeless.” Working, while “living out of a suitcase” and with the court case unresolved, caused her significant stress. While residing at her mother’s apartment, she became depressed and gained 50 pounds. In 2022, she quit her employment with Beth Israel Deaconess (“BID”) because the stress of the lockout, combined with the demands of her job, were too much to handle. (Reed).
18. As of the time that she moved into the Property, Reed was seeing a psychologist. In 2021, before the lockout, she had one session per month. After the lockout, she had two sessions per month in 2021 because the lockout made her feel “bad.” The psychologist “left” in the end of 2021 and referred her

¹⁰ In January 2020, White was conveyed the Property by deed. (Exhibit 4).

¹¹ During the hearing, Commission Counsel represented that the only monetary remedy being sought in this case on behalf of Reed is damage for emotional distress.

to another psychologist whom she saw on approximately four occasions in early 2022. Reed has not been to therapy since. (Reed).

19. At some point, Reed became employed with the Boston Medical Center (“BMC”) but was laid off in late 2023. Around Christmas of 2023, she called “311”¹² for assistance with rent and said, “I basically had nothing to live for” and was taken to a hospital to be evaluated. To Reed, it “seemed like everything just ke[pt] falling apart.” She was “depressed” and felt “hopeless, helpless.” Regarding whether she felt suicidal because of the lockout, Reed stated, “I was leading up to those thoughts, yeah, because ... I had nothing that was mine. So, I probably thought along those lines, you know, but thinking and doing is one thing. You know, I think my faith grounds me, so that is not going to be an option.” (Reed).
20. Reed’s depression “comes and goes.” Periodically, something triggers it like, “talking about the situation or revisiting or [] thinking about something that I need, that I don’t have.” (Reed).¹³

II. CONCLUSIONS OF LAW

In this section, I address whether: (a) Graham and White are liable to Reed for sex discrimination and/or sexual harassment committed in violation of M.G.L. c. 151B, § 4(6) and § 4(18); (b) Graham is liable to her for sex discrimination and/or sexual harassment in violation of c. 151B, § 4(4A), by coercing, threatening, or interfering with her right to be free from discrimination in housing; and (c) Graham and White are liable to her for retaliation in violation of c. 151B, § 4(4)?

A. RESPONDENTS ARE LIABLE FOR SEXUAL HARASSMENT/SEX DISCRIMINATION

It is an unlawful practice for a managing agent of a “multiple dwelling” to discriminate against a tenant because of sex in the terms or conditions of accommodation, or to sexually harass a tenant. M.G.L.

¹² The term “311” was not defined. Based on the context, I infer it was a telephone number that one could call for assistance regarding financial difficulties.

¹³ Reed described a condition in which her body ached from “head to toe.” It started around three months after she moved in with her mother and was generally constant for 12 months. Thereafter, it occurred “every now and then.” Without medical documentation as to its cause, and considering that Reed had arthritis, I do not credit her testimony suggesting that the lockout caused this condition. (Reed).

c. 151B, § 4(6) and § 4(18). 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. c. 151B, § 1(11). (Findings of fact, paragraph 1). Graham was its property manager.

There are two types of sexual harassment claims in housing: *quid pro quo* and hostile living environment. As the Certification Order did not limit the claims to a particular type, I examined both.

1. Continuing Violation Doctrine

Before analyzing whether Reed has proven *quid pro quo* sexual harassment and/or a sexually hostile living environment, I address the timeliness of her Complaint. She had 300 days after the alleged discrimination in which to file a complaint with the Commission. M.G.L. c. 151B, § 5. She filed her Complaint on October 25, 2021. Three hundred days before that date was December 29, 2020.¹⁴ Graham’s “what you want to do?” comments and “phat” comment(s) and the Looks that he gave Reed in 2020 occurred over 300 days before the filing of the Complaint.¹⁵ The Complaint is untimely as to those acts unless the continuing violation doctrine applies. That doctrine “recognizes that some claims of discrimination involve a series of related events that have to be viewed in their totality in order to assess adequately their discriminatory nature and impact. ‘Although the limitations clock generally starts with the commission of a discriminatory act, a true ‘continuing violation’ rewinds the clock for each discriminatory episode along the way.’ [Citation omitted].” Cuddyer v. Stop & Shop Supermarket Co., 434 Mass. 521, 531 (2001). Thus, when the doctrine applies, “a complaint with the MCAD is timely filed even though some, or a large portion, of the discriminatory conduct may have taken place more than [300 days] prior to the complaint.” Id. at 532.

¹⁴ Derived from www.timeanddate.com.

¹⁵ Because Reed paid her rent on or about the first and fifteenth day of each month, I infer Graham did not interact with her regarding rent and did not ask her “what you want to do?” or say she was “phat” on December 29-31, 2020.

The doctrine applies in this case if there is: (a) at least one incident of sexual conduct that occurred within 300 days of the filing of the Complaint; that (b) had a substantial relationship to Graham's behavior in 2020; and provided (c) that the situation had not reached the point in 2020 where Reed "knew or reasonably should have known that her [living] situation was pervasively hostile and unlikely to improve, and, thus, a reasonable person in her position would have filed a complaint" within 300 days. Ocean Spray Cranberries, Inc. v. Massachusetts Comm'n Against Discrimination, 441 Mass. 632, 642-43 (2004); Cuddy, 434 Mass. at 533, 539-540. The Looks that Graham gave to Reed in 2021 and his comment, "you don't have to pay the rent" were sexual in nature, were made within 300 days of the Complaint and substantially related to his behavior in 2020. The Looks in 2020 and in 2021, the "what you want to do?" comments in 2020, the "phat" comment(s) in 2020 and the "you don't have to pay the rent" comment in 2021 were all part of Graham's ongoing offer to trade sex for payment of rent.

However, there became a point in 2020 when Reed reasonably should have known that her living situation was pervasively hostile and unlikely to improve. In response to Graham's acts during the spring of 2020, Reed told him that he was "not my type" and "I'm not interested in a married man" to deter his behavior. For a period, he stopped the behavior. Yet, by the fall of 2020, Graham's action had resumed and intensified. He was more frequently asking Reed, "what you want to do?" while collecting her rent. By that time, the situation had reached the point where a reasonable person in Reed's position would have perceived it as unlikely to improve, that further expressions of disinterest would be ineffectual and would have filed a complaint with the Commission within 300 days. The continuing violation doctrine does not apply. As a result, I limit my analysis of whether Graham engaged in *quid pro quo* sexual harassment and/or created a sexually hostile living environment to the Looks that he gave to Reed in 2021 and to his comment to her in the spring of 2021, "you don't have to pay the rent."

2. Respondents are Liable for Sexual Harassment, and Discrimination on the Basis of Sex

To prevail on a *quid pro quo* sexual harassment claim, Reed must prove that her submission to or rejection of sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual

nature was made explicitly or implicitly a term or condition of her tenancy or a basis for decision regarding it. Gnerre v. Massachusetts Commission Against Discrimination, 402 Mass. 502, 508, n. 4 (1988); M.G.L. c. 151B, § 1(18).¹⁶ Viewed in the context of the Looks that Graham previously gave to Reed in 2021 while collecting her rent, his comment in the spring of 2021, “you don’t have to pay rent”, while collecting her rent, was an offer to accept a sexual favor in lieu of her paying rent. He made her submission to or rejection of a sexual advance/request for sexual favor a term or condition of her tenancy and committed *quid pro quo* sexual harassment, making him liable to Reed for violating c. 151B, § 4(6) and § 4(18).

To prevail on a sexually hostile living environment claim, Reed must prove that she was subjected to unsolicited conduct of a sexual nature, and that the conduct made her tenancy significantly less desirable to a reasonable tenant in her position. Gnerre, 402 Mass. at 507. Graham repeatedly subjected Reed to unsolicited conduct of a sexual nature in 2021 when he gave her the Look while collecting her rent and culminated such conduct into an offer of sex in lieu of paying rent by telling her, “you don’t have to pay the rent.” A reasonable tenant in Reed’s position would have found the tenancy significantly less desirable because of such affronts. As a result, Graham created a sexually hostile living environment in violation of M.G.L. c. 151B, § 4(6) and § 4(18), and is liable to Reed for these violations.

Sexual harassment is a type of sex discrimination. M.G.L. c. 151B, § 1(18). By sexually harassing Reed, Graham discriminated against her on the basis of sex in the terms or conditions of her accommodation and is liable to her for violating c. 151B, § 4(6) for this additional reason.

As the owner of the Property, White cannot delegate to a property manager (Graham), his duty to comply with fair housing laws. White’s obligation to obey Chapter 151B extends beyond his own actions

¹⁶ M.G.L. c. 151B, § 1(18) defines sexual harassment in the work context. The definition is applicable, as modified, to the housing context. Gnerre, 402 Mass. at 508, n. 4.

to those to whom he entrusted the Property's management.¹⁷ As such, White is liable to Reed for the violations cited in this Section II(A)(2).

B. GRAHAM IS LIABLE FOR INTERFERENCE WITH REED'S RIGHT TO HOUSING FREE FROM SEXUAL HARASSMENT AND FREE FROM SEX DISCRIMINATION

Among other things, M.G.L. c. 151B, § 4(4A) makes it unlawful for a person to interfere with another's enjoyment of a right granted by Chapter 151B. Prohibited interference may be established by demonstrating action taken in deliberate disregard of such a right because that allows one to infer that there was an intent to interfere with the enjoyment of the right. See Mary-Ann Woodason v. Town of Norton School Committee, Maurice Splaine and Irene Stanovich, 25 MDLR 62, 64 (2003). Housing free from sexual harassment and from sex discrimination are rights granted by Chapter 151B. In 2021, Graham repeatedly gave Reed the Look while collecting her rent, and he made an offer of sex in lieu of paying rent by telling her, "you don't have to pay the rent." This conduct demonstrates his deliberate disregard of her rights to housing free from sexual harassment and sex discrimination. From this, I infer he intended to interfere with those rights which makes him liable to Reed for violating c. 151B, § 4(4A).

C. RESPONDENTS ARE LIABLE TO REED FOR VIOLATING M.G.L. c. 151B, § 4(4)

To establish a violation of M.G.L. c. 151B, § 4(4), Reed must prove that: she reasonably and in good faith believed that Graham had engaged in wrongful discrimination; she acted reasonably in response to that belief through reasonable acts meant to protest or oppose the discrimination (protected activity); and he 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). Reed has established all elements.

First, by the summer of 2020, Reed had a reasonable and good faith belief that Graham was subjecting her to sexual harassment.

¹⁷ 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).

Second, rejection of sexual advances may constitute protected activity. See Massachusetts Commission Against Discrimination Guidelines on Harassment in the Workplace, VIII. A. (2024) (“Protected activity may include ... [a]sking a supervisor or coworker to stop engaging in harassing conduct.”).¹⁸ In assessing whether Reed’s rejection of Graham’s advances was protected activity, I examine whether her rebuffs are reasonably interpreted as raising a complaint that he was engaging in harassing conduct. Sabatini v. Knouse, 105 Mass. App. Ct. 174, 184 (2025) (“To be protected, a communication must ‘be reasonably read’ as raising a complaint that the supervisor or coworker engaged in harassing conduct. [Citations omitted]”).¹⁹ Seeking to stop Graham’s behavior, Reed told him that she was “not interested in a married man,” he was “not my type,” “no thank you” and “yeah, like whatever.” Although her comments do not necessarily need to be interpreted as a complaint that he was engaging in harassing conduct, they reasonably can be read in that manner, which is all that is required. Id.²⁰

Third, the lockout was an adverse housing action. The final element is causation - did Graham lock Reed out of the Property on June 4, 2021, in response to her engaging in protected activity? The answer is

¹⁸ For Commission decisions implying that rebuffing sexual advances is protected activity, see Luvina M. Hernandez and Massachusetts Commission Against Discrimination v. Beautiful Rose Corporation d/b/a Strega Waterfront Restaurant, The Varano Group, and Salvatore Firicano, 39 MDLR 127, 131 (2017) (“Even if Complainant’s resistance to Firicano’s behavior can be deemed protected activity”); Mary Catherine Roughneen and Massachusetts Commission Against Discrimination v. Bennington Floors, Inc., et. al., 32 MDLR 197, 202 (2010) (“While Webby may have been upset that Complainant rejected his advances, there is insufficient evidence that this was the ‘but-for’ cause of her termination”).

¹⁹ The Massachusetts Supreme Judicial Court granted further appellate review in Sabatini that is “limited to the issue of whether a claim under G. L. c. 214, § 1C, for sexual harassment in the educational context must be brought against the educational institution and not against an individual.” Sabatini v. Knouse, 2025 WL 1667064, at *1 (Mass. June 9, 2025). That is immaterial to this decision.

²⁰ In concluding that Reed engaged in protected activity under M.G.L. c. 151B in rebuffing Graham’s sexual advances, I recognize the Appeals Court in Sabatini determined that the rebuffs in that case were not sufficient to constitute protected activity. I find that case distinguishable. In Sabatini, the Appeals Court stated - “Sabatini alleged that he asked Knouse to ‘please stop’ [and] further responded by saying that he wanted ‘some peace’ and needed ‘space as a friend’ to figure things out. In this context, Sabatini’s request that Knouse ‘please stop’ was too general to reasonably be read as raising a complaint that Knouse had created a hostile working environment. [Citations omitted]. Rather, as Sabatini’s subsequent messages make plain, the request was for peace and space from a past personal relationship.” Sabatini v. Knouse, 105 Mass. App. Ct. at 184–85. The context in that case affected the result. Sabatini did not simply say “please stop.” That comment was part of a series of comments. In the context of the other comments - wanted “some peace” and needed “space as a friend” - the Court determined, “please stop” would not reasonably be read as raising a complaint of harassing conduct.

“yes.” Graham took that action because he was upset that Reed had rejected his advances, he was upset that she was in a relationship with Rouse, and he knew that she was leaving that day to see Rouse. The assemblage of those factors led to the lockout. Each was necessary for its occurrence. Thus, Reed’s rejection of Graham’s advances was an essential ingredient in her being locked out of the Property on June 4, 2021.²¹ That suffices to establish causation. See Lipchitz v. Raytheon Co., 434 Mass. 493, 506, n. 19 (2001) (“A cause is the determinative cause if it was the active efficient cause in bringing about the adverse [housing] action. [Citations omitted]. In other words, ... [it] contributed significantly to that action, that it was a material and important ingredient in causing it to happen. [Citation omitted].”)

In conclusion, Reed has proven all elements of her claim under M.G.L. c. 151B, § 4(4). As a result, Graham is liable to her for violating c. 151B, § 4(4), and for the reason stated in Section II(A)(2), White is also liable to Reed for such violation.

III. REMEDIES

A. AWARD OF EMOTIONAL DISTRESS DAMAGES

Applying the principles enunciated in Stonehill College v. Massachusetts Commission Against Discrimination, 441 Mass. 549, 575-576 (2004), I award to Reed **\$55,000 in total** as a fair, reasonable and proportionate award of damages for her emotional distress suffered because of the unlawful practices of Respondents.²²

As to the lockout, I award Reed \$50,000 in damages for emotional distress.²³ The lockout has had a profound and long-lasting harmful effect upon her emotional and mental health that continued as of the hearing. Immediately following the lockout, Reed felt “very bad.” When she returned to Boston, she felt

²¹ Reed’s involvement with Rouse and her decision to visit Rouse were not protected activity.

²² The conduct which constituted sexual harassment/sex discrimination and that which constituted unlawful interference, was the same. Thus, emotional distress damages issued against Respondents shall be on a *joint and several basis* even though there was no claim against White for interference.

²³ In awarding this \$50,000, I have not compensated Reed for distress caused by factors other than the lockout - e.g. laid off by BMC in late 2023, nor for distress caused by litigating her case in the Housing Court and before this Commission.

“homeless, upset, angry, hopeless.” Her displacement, or as she described it, “living out of a suitcase” was a factor that caused her significant stress. While residing in her mother’s apartment, she became depressed and gained 50 pounds. The stress caused by the lockout was severe enough to be a factor in quitting her job with BID. The lockout caused Reed to increase the frequency of her therapy visits with her psychologist during the second half of 2021. The loss of her personal belongings contributed towards her uttering in late 2023 that she, “basically had nothing to live for.” At that time, she was “depressed” and “hopeless [and] helpless” and it “seemed like everything just ke[pt] falling apart.” Although not suicidal, Reed’s distress because of the lockout was so extreme, “because ... I had nothing that was mine. [] I probably thought along those lines....” Reed still has periodic depression because of the lockout that is triggered by “talking about the situation or revisiting or [] thinking about something that I need, that I don't have.”²⁴

I award Reed \$5,000 in damages for emotional distress incurred because of the sexual harassment/sex discrimination and unlawful interference. The Looks in 2021 that Graham gave to Reed caused her to feel “uncomfortable” and “uneasy” and was a factor in her wanting to move out of the Property.

B. ISSUANCE OF A CIVIL PENALTY AGAINST GRAHAM

M.G.L. c. 151B, § 5 authorizes me to impose a civil penalty in addition to any other action which I may order. The Looks that Graham gave to Reed in 2021, coupled with his offer in the spring of 2021 to accept sex in lieu of payment of rent, coupled with locking her out from the Property is sufficiently egregious to warrant a civil penalty against Graham. The maximum amount of a civil penalty is dependent upon whether he has been previously adjudged, after public hearing before the Commission, to have committed an unlawful practice(s) under Chapter 151B. Id. Graham was a respondent in a decision issued in February 2025.²⁵ Summarily speaking, in that decision, I found that during December 27, 2020 -

²⁴ I have considered that Reed stopped therapy in early 2022.

²⁵ Quiana Ferguson and Massachusetts Commission Against Discrimination v. D House Project LLC and Darren W. Graham, 47 MDLR 17 (2025).

March 2, 2021, he committed multiple unlawful practices under Chapter 151B, and I imposed a civil penalty against him. I am now authorized to impose a civil penalty against Graham up to \$50,000. Id. Considering Graham was adjudged to have committed multiple violations of Chapter 151B in the other case; his unlawful conduct in the other case was egregious enough to warrant a civil penalty; and his unlawful conduct in this case, by itself, is egregious enough to warrant a civil penalty, in my discretion, I issue a civil penalty against Graham of **\$27,500**.

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. DARREN GRAHAM and ROBERT WHITE shall immediately cease and desist from sexual harassment and sex discrimination and retaliation in housing.
- B. DARREN GRAHAM and ROBERT WHITE are jointly and severally liable to pay TONDA REED emotional distress damages in the amount of **\$55,000** with interest thereon at the rate of 12% per annum from October 25, 2021, 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. DARREN GRAHAM shall pay a civil penalty of **\$27,500** within 60 days of receipt of this decision, delivered to the Commission, and payable to the Commonwealth of Massachusetts.
- D. Within 60 days of receipt of this decision, DARREN GRAHAM and ROBERT WHITE shall contact the Commission's Director of Training to schedule a training on sexual harassment and sex discrimination and retaliation in housing which shall be held within 90 days of receipt of this decision and attended by DARREN GRAHAM and ROBERT WHITE. They are responsible for all fees assessed for this training.²⁶

²⁶ For purposes of enforcement, the Commission shall retain jurisdiction over training requirements.

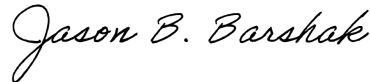
V. NOTICE OF APPEAL

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 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.²⁷ DARREN GRAHAM and ROBERT WHITE 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 25th day of June 2025



Jason B. Barshak
Hearing Officer

²⁷ 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.