

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

JOHN DOE, GEORGE DOE, and WILLIAM
DOE,

Plaintiffs,

v.

CATHOLIC CHARITIES OF THE DIOCESE OF
WORCESTER, INC., TIMOTHY J. McMAHON,
CAROL LAFALAM, MEGHAN McLEOD,
CHARLES SEXTON-DIRANIAN,
MICHAEL RUBLE, and RALPH L/N/U,

Defendants.

No. 4:25-cv-40189

STATEMENT OF INTEREST OF THE UNITED STATES OF AMERICA

The United States submits this Statement of Interest under 28 U.S.C. § 517, which permits the Attorney General to attend to the interests of the United States in any federal case. The Attorney General has authority to enforce the Fair Housing Act, 42 U.S.C. § 3601, *et seq.* (“FHA” or “the Act”), and the United States has brought FHA sexual harassment actions for decades. Therefore, the United States has a strong interest in ensuring the Act’s correct interpretation.

The purpose of this Statement of Interest is to convey the United States’ views of the proper legal standards to apply to three of the FHA issues that are before the Court. The United States does not take a position as to whether the facts alleged state plausible FHA claims under

these standards. The United States also does not address any of Plaintiffs' other claims or Defendants' other arguments.¹

This Statement of Interest addresses three legal issues to clarify the applicable standards:

First, Defendants argue that Individual Defendants² are not directly liable for Defendant Charles Sexton-Diranian's conduct. ECF No. 31 ("Def.'s Mem. in Supp.") at 6-8. In fact, the relevant case law and regulations make clear that in some circumstances, individuals may be held directly liable for failing to take prompt action to end a discriminatory housing practice, such as pervasive sexual harassment.

Second, Defendants claim that unlawful retaliation under Section 3617 of the Act requires "an intent to discriminate against [Plaintiffs] because of their sex." *Id.* 11. But Section 3617 bars a broader range of conduct, including retaliation against tenants motivated by the fact that they complained about harassment or otherwise exercised their fair housing rights, regardless of whether the retaliation also was motivated by the tenant's membership in a protected class. It also addresses acts that may interfere with the exercise or enjoyment of a protected housing right, such as one's ability to enjoy their home free from discrimination.

¹ The United States' decision not to address other claims or arguments should not be viewed as an endorsement of any party's position on those claims or arguments.

² In addition to their allegations against Defendant Sexton-Diranian, Plaintiffs bring allegations against the following individuals who were employed at Crozier House during the events described in the Amended Complaint: Defendants Timothy J. McMahon (Executive Director), Carol LaFalam (Chief Operating Officer), Meghan McLeod (Administrative Director), Michael J. Ruble (Clinical Supervisor), and Ralph L/N/U (Maintenance Supervisor). ECF No. 29 ("1st Am. Compl.") ¶¶ 3-9. These five individuals are referred to here as the "Individual Defendants."

Third, Defendants argue that Section 3604(a) of the Act requires that Plaintiffs allege constructive eviction. But Section 3604(a) prohibits conduct that serves to “make unavailable or deny” housing based on sex and does not require that Plaintiffs allege constructive eviction.

BACKGROUND

For the purposes of this Statement of Interest, the United States assumes the truth of the facts in the Amended Complaint, some of which are briefly summarized below:

Plaintiffs resided at Crozier House, a home for individuals in recovery from addiction. 1st Am. Compl. ¶¶ 67, 120, 152. Many Crozier House residents must reside there and complete the Crozier House program as a condition of bail, probation, or parole. *Id.* ¶ 12. Plaintiffs allege that the Director of Crozier House, Defendant Charles Sexton-Diranian, subjected residents to a variety of sexually harassing conduct, including offering to grant tangible benefits in exchange for sex acts, making unwelcome sexual comments and advances, subjecting residents to unwelcome sexual touching, making unwanted comments about residents’ bodies, suggesting residents engage in a sexual relationship with him, and retaliating and taking adverse actions against tenants who reported his conduct. *Id.* ¶¶ 47-48. Plaintiffs allege that Defendant Sexton-Diranian subjected them to conduct that included unwanted sexual touching and sexual comments, and that they witnessed and heard about his inappropriate sexual conduct directed at other residents and staff, including regularly subjecting residents to unnecessary strip searches. *See generally id.* ¶¶ 67-87, 120-38, 152-70.

Plaintiffs allege that in September 2023, a resident reported Defendant Sexton-Diranian’s sexual harassment to the Massachusetts agency that licenses Crozier House. *Id.* ¶ 60. Shortly thereafter, Defendant Sexton-Diranian threatened residents with eviction if they sought help. *Id.* ¶ 65.

Plaintiffs further allege that Individual Defendants knew or should have known of Sexton-Diranian's harassment of them at the time it occurred in late 2023 and early 2024. *See generally id.* ¶¶ 38-66. Plaintiffs also allege that after complaining about Defendant Sexton-Diranian's misconduct, the Defendants pressured them not to seek help and, ultimately, discharged them from the program. *Id.* ¶¶ 113-19, 144-51, 181-89.

ARGUMENT

The FHA bars housing providers from making housing “unavailable” because of sex and from discriminating “in the terms, conditions, or privileges of... rental of a dwelling, or in the provision of services or facilities” because of sex. 42 U.S.C. § 3604(a), (b). It also prohibits coercing, intimidating, threatening, or interfering with anyone for exercising or enjoying their fair-housing rights. 42 U.S.C. § 3617.

Sexual harassment that creates a hostile housing environment or that constitutes a *quid pro quo* demand for sex is actionable discrimination under the FHA. *United States v. Prashad*, 437 F. Supp. 3d 105 (D. Mass. 2020) (conduct including unwelcome sexual comments, unwanted sexual contact, and *quid pro quo* demands stated a claim for relief); *Paulsen v. Great Bridge Attleboro Ltd. P'Ship*, 552 F. Supp. 3d 160, 165 (D. Mass. 2021) (“sexual harassment, at least in certain circumstances, may constitute sex-based discrimination under the FHA”).³ Whether harassment creates a hostile environment depends on the totality of the circumstances, 24 C.F.R. § 100.600(a)(2)(i), and even a single offensive sexual touch can “support a sexual harassment

³ *See also, e.g., United States v. Hurt*, 676 F.3d 649, 654 (8th Cir. 2012) (“Sexual harassment is actionable under the FHA when it creates a hostile housing environment or constitutes *quid pro quo* sexual harassment.”); *DiCenso v. Cisneros*, 96 F.3d 1004, 1008-09 (7th Cir. 1996); *Honce v. Vigil*, 1 F.3d 1085, 1088 (10th Cir. 1993); *Hall v. Meadowood Ltd. P'ship*, 7 F. App'x 687, 689 (9th Cir. 2001); *Fox v. Gaines*, 4 F.4th 1293 (11th Cir. 2021).

claim under the federal Fair Housing Act,” *Beliveau v. Caras*, 873 F. Supp. 1393, 1398 (C.D. Cal. 1995) (“There are few clearer examples of classic sexual harassment than an unpermitted, allegedly intentional, sexual touching.”). Such abuse is “even more egregious” in one’s home, where a resident should “feel safe and secure.” *Quigley v. Winter*, 598 F.3d 938, 947 (8th Cir. 2009). Courts view such harassment as especially severe when inflicted by a person with authority over the tenant’s housing, such as an on-site property manager. *Salisbury v. Hickman*, 974 F. Supp. 2d 1282, 1292–93 (E.D. Cal. 2013).

1. Individual Defendants may be held directly liable for failing to take action to end a discriminatory housing practice, if they know about the practice and have the power to stop it.

Plaintiffs allege that Defendant Sexton-Diranian: engaged in severe or pervasive sexual harassment, *quid pro quo* sexual harassment, interfered with the residents’ enjoyment of their homes free from discrimination, and retaliated against residents who reported his sexual harassment and nonconsensual sexual touching. Plaintiffs further allege that other Crozier House staff members knew of the harassment and could have taken action to stop it but failed to do so.

Individual Defendants argue that they did not personally take steps to “ma[ke] housing unavailable” to Plaintiffs “because of their sex,” and did not themselves engage in any sexual *quid pro quo* demands. Def.’s Mem. in Supp. at 9-10. They contend, therefore, that as a matter of law they may not be held directly liable.⁴ *Id.* 6-8. But Defendants misstate the appropriate legal standard for direct liability for individuals under the FHA—showing direct *participation* in harassment is not the only way to establish direct liability.

⁴ Defendants do not dispute that sexual harassment of tenants by a property manager can violate the FHA, nor that Catholic Charities may plausibly be held vicariously liable for Defendant Sexton-Diranian’s actions.

Courts have confirmed that Fair Housing Act liability extends to those who know or should have known about harassment by their employees or agents and fail to adequately respond to stop it. *See, e.g. Wetzel v. Glen St. Andrew Living Cmty., LLC*, 901 F.3d 856, 864-65 (7th Cir. 2018) (stating that “the duty not to discriminate in housing conditions encompasses the duty not to permit *known* harassment on *protected* grounds” and holding that *individual defendants* who worked for a housing provider could be liable for standing by while a tenant reported a “barrage of harassment”); *United States v. Veal*, No. 02-0720-cv-W-DW, 2005 WL 8158977 *1 (W.D. Mo. Jan. 28, 2005) (holding wife who was co-owner of the property and who ignored tenants’ complaints of sexual harassment was directly liable for the continued harassment because she could have stopped it and did nothing); *Richards v. Bono*, No. 5:04-cv-484-OC-10GRJ, 2005 WL 1065141, at *7 (M.D. Fla. May 2, 2005) (holding wife and co-owner of the property who ignored tenants’ complaints of sexual harassment could be found directly liable for the continued harassment because she could have stopped it and did nothing); and *Williams v. Poretsky Mgmt.*, 955 F. Supp. 490, 497 (D. Md. 1996) (holding landlord could be directly liable for sexual harassment because he “knew or should have known of the incidents and took little, if any, action to correct the situation”).

When assessing the Plaintiffs’ allegations against Individual Defendants, the Court should consider whether the Amended Complaint alleges that they: (1) knew or should have known about Defendant Sexton-Diranian’s actions; (2) had the power to stop Defendant Sexton-Diranian’s actions; and (3) failed to take corrective action, or any action they may have taken to stop Defendant Sexton-Diranian was not sufficiently prompt.

2. 42 U.S.C. § 3617 protects tenants who complain of discriminatory harassment from retaliatory adverse actions by their housing providers and from interference with their enjoyment of their home free from discrimination.

Defendants argue that Plaintiffs' Section 3617 claim "is premised upon retaliation" and that Plaintiffs must prove that the retaliation was motivated by an intent to discriminate based on sex. Def.'s Mem. in Supp. at 11. Defendants' arguments again misstate the law. First, a retaliation claim under Section 3617 requires only a causal connection between protected activity (which can include reporting sexual harassment) and an adverse action (which can include termination or threatened termination from housing). And second, Defendants' framing improperly limits the breadth of conduct covered by Section 3617, as "retaliation is only one form of conduct prohibited under § 3617." *Quigley*, 598 F.3d at 948.

Section 3617 of the FHA makes it unlawful to "coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section . . . [3604]". This provision bars a variety of conduct, including retaliation against a person who reported a discriminatory housing practice. *See, e.g., Krueger v. Cuomo*, 115 F.3d 487, 490-92 (7th Cir. 1997) (affirming that landlord violated Section 3617 by retaliating against tenant and insisting the latter leave the apartment after she filed a sexual harassment complaint). *See also* 24 C.F.R. § 100.400(c)(6) (prohibited conduct includes retaliation against a person who reported a discriminatory housing practice). Courts recognize that "'fear of retaliation is the leading reason why people stay silent instead of voicing their concerns about bias and discrimination.'" *Boyer-Liberto v. Fontainebleau Corp.*, 786 F.3d 264, 283 (quoting *Crawford v. Metro. Gov't of Nashville & Davidson Cnty., Tenn.*, 555 U.S. 271, 279 (2009)).

To state a *prima facie* retaliation case, a plaintiff must show that: (1) [he] engaged in protected conduct; (2) [he] experienced an adverse [housing] action; and (3) there was a causal connection between the protected conduct and the adverse [housing] action.” *Calero-Cerezo v. U.S. Dept. of Justice*, 355 F.3d 6, 25–26 (1st Cir. 2004);⁵ *Toussaint v. Brigham & Women’s Hosp., Inc.*, 166 F. Supp. 3d 110, 117-18 (D. Mass. 2015); *Taylor v. Nat’l Invs., Ltd.*, C.A. No. 17-117 WES, 2022 WL 306367, at *5 (D. R.I. Feb. 2, 2022).⁶ An adverse action under Section 3617 is any conduct a reasonable person would view “as coercive, intimidating, threatening, or interfering with” their FHA rights. *Geraci v. Union Square Condo. Ass’n*, 891 F.3d 274, 277 (7th Cir. 2018).

Retaliatory motive can be shown through both direct and indirect evidence. *Kris v. Dusseault Fam. Revocable Tr.*, 594 F. Supp. 3d 333, 340 (D.N.H. 2022); *S. Middlesex Opportunity Council v. Town of Framingham*, 752 F. Supp. 2d 85, 96 (D. Mass. 2010). Direct evidence includes an express admission that defendants acted because of a protected complaint. *S. Middlesex Opportunity Council*, 752 F. Supp. 2d at 96. Indirect evidence may include the timing between the protected activity and the adverse action. *See, e.g., Butler v. Sundo Capital, LLC*, 559 F. Supp. 3d 452, 462 (W.D. Pa. 2021) (one-month gap between tenant’s protected activity and landlord’s retaliatory actions supports an inference of retaliation); *McCoy v. Cypress*

⁵ Courts can use the legal framework for unlawful retaliation under Title VII when analyzing a claim under the FHA. *Wetzel*, 901 F.3d at 868 (standard for retaliation under Fair Housing Act is the same as under Title VII).

⁶ A plaintiff who shows a *prima facie* case generates a presumption of retaliatory motive, which defendants may rebut by producing evidence of a legitimate, non-discriminatory reason for their action. The plaintiff then has the burden of demonstrating that it is more likely than not that the defendant’s purported motive was pretext for unlawful retaliation. *Garmon v. AMTRAK*, 844 F.3d 307, 313 (1st Cir. 2016); *McDonnell Douglas Corp. v. Green*, 411 U.S. 792, 802 (1973).

Landing, LP, 3:21-cv-01389-AKK, 2022 WL 464151, at *3 (N.D. Ala. Feb. 15, 2022) (temporal proximity between tenant’s protected activity in April 2018 through October 2019, followed by non-renewal of lease in October 2019, sufficient to suggest a causal relationship); *Gilvin v. Veneto Tuscan LLC*, 2:26-cv-00370-APG-EJY, 2026 WL 594673, at *1 (D. Nev. Mar. 3, 2026) (one-month gap between tenant’s protected activity and receipt of an eviction notice supports an inference of causation).

In addition to retaliation, Section 3617 also addresses interference with a person’s right to enjoy a housing right protected under the FHA. Harassment that is so severe or pervasive as to create a hostile living environment qualifies as “interference” under Section 3617. *Revock v. Cowpet Bay West Condo. Assn.*, 853 F.3d 96, 113 (3d Cir. 2017) (holding that “interference under Section 3617 may consist of harassment”); *Quiqley*, 598 F.2d at 948 (same). In this way, Section 3617 itself can address sexual harassment in housing because that sexual harassment interferes with a resident’s right to quiet enjoyment of their dwelling. *See, e.g., Krueger*, 115 F.3d at 491 (upholding ALJ’s determination that a landlord violated 3617 by subjecting a resident to a “continued campaign of [sexual] harassment” that interfered with her ability to enjoy her tenancy); *Richards*, 2005 WL 1065141, at *6 (“Surely, severe and pervasive sexual harassment of a tenant by a landlord in the tenant’s own home is interference with the tenant’s enjoyment of her dwelling because of sex.”). Courts have found independent violations of Section 3617 in cases involving both interference and retaliation. *See, e.g., Krueger*, 115 F.3d at 490-92 (upholding finding that the plaintiff had shown independent violations of Section 3617 for interference with her “right to quiet enjoyment of her tenancy” and for retaliation).

In analyzing Plaintiffs’ Section 3617 claim, this Court should assess whether the Plaintiffs have adequately pleaded retaliation, interference, or both. In analyzing retaliation, the

Court should consider whether (1) Plaintiffs exercised rights protected by the FHA, such as reporting sexual harassment or cooperating with an investigation into sexual harassment; (2) Defendants took adverse actions against Plaintiffs; and (3) there was a causal link between the protected activity and the adverse action. In assessing an interference theory, the Court should consider whether (1) Plaintiffs exercised rights protected by the FHA, such as quiet enjoyment of their home; (2) whether Defendants engaged in sexual harassment of the Plaintiffs; and (3) whether that harassment interfered with Plaintiffs' exercise of their fair housing rights.

3. Plaintiffs may state a claim under Section 3604(a) without alleging constructive eviction.

Defendants argue that the Court should dismiss Plaintiffs' Section 3604(a) claims because "the plaintiffs do not allege constructive eviction, i.e., conduct or conditions that render housing occupancy uninhabitable or unbearable." Def.'s Mem. in Supp. at 9. Defendants misstate the law again here—a "constructive eviction" is not necessary for a Section 3604(a) claim. Such a reading does not reconcile with the FHA's text, history, or purpose as interpreted by courts.

Section 3604(a) makes it unlawful to "refuse to sell or rent ... or otherwise make unavailable or deny" a dwelling because of sex. 42 U.S.C. § 3604(a). The plain text of the Fair Housing Act forbids any post-acquisition conduct where a defendant acts to "otherwise make unavailable or deny" a dwelling to a person because of their sex, even when a property is not being "sold" or "rented" to a prospective purchaser or rental applicant. *Id.*

Courts have consistently held that the Fair Housing Act should be construed broadly. The FHA is "a detailed housing law, applicable to a broad range of discriminatory practices and enforceable by a complete arsenal of federal authority." *Jones v. Alfred Mayer Co.*, 392 U.S. 409, 417 (1968). The Supreme Court has long emphasized the FHA is "broad and inclusive," and should be liberally construed. *Trafficante v. Metro. Life Ins. Co.*, 409 U.S. 205, 209, 210 n.9

(1972); *see also S & R Dev. Ests., LLC v. Town of Greenburgh, New York*, 336 F. Supp. 3d 300, 314 (S.D.N.Y. 2018) (collecting cases that underscore “the courts’ consistent reading that Congress intended a broad construction of the statute”).

Section 3604 aims “to ensure that no one is denied the right to live where they choose for discriminatory reasons.” *Jersey Heights Neighborhood Ass’n v. Glendenning*, 174 F.3d 180, 192 (4th Cir. 1999). Discriminatory practices that “serve to decrease the availability of housing to protected persons, or in effect tax them for access,” fall squarely within the prohibitions of Section 3604(a). *S & R Dev. Ests., LLC*, 336 F. Supp. 3d at 315; *see also Tex. Dep’t of Hous. & Cmty. Affairs v. Inclusive Cmty. Project, Inc.*, 576 U.S. 519, 534 (2015) (“Congress’ use of the phrase ‘otherwise make unavailable’ refers to the consequences of an action,” thereby seeking to address a broad collection of actions that cause discrimination in housing).

The Seventh Circuit has held that Section 3604(a) covers not only discrimination against prospective purchasers or renters, but also “post-acquisition discriminatory conduct that makes a dwelling unavailable to the owner or tenant, somewhat like a constructive eviction.” *Bloch v. Frischholz*, 587 F. 3d 771, 776 (7th Cir. 2009). The District Court for the Northern District of Illinois recently summarized the *Bloch* decision by writing, “the Seventh Circuit found a post-acquisition constructive eviction-type claim *could* proceed under Section 3604(a) because the language ‘otherwise made unavailable or deny’ was ‘not tethered to the words ‘sale or rental’ that constrain the other two § 3604(a) clauses.’” *Hernandez v. Dibiaso*, No. 23-cv-15284, 2026 WL 800580, at *6 (N.D. Ill. Mar. 23, 2026) (emphasis added).

Defendants’ contention that *Bloch* means Plaintiffs *must* allege a “constructive eviction” is unsupported by the case law. Courts have consistently recognized FHA claims involving sexual harassment without requiring plaintiffs to make a showing of constructive eviction. *See*,

e.g., *United States v. Bell*, 6:23-cv-00058-CHB, 2026 WL 874442, at *5 n.3 (E.D. Ky. Mar. 31, 2026) (distinguishing *Bloch*’s focus on constructive eviction on the basis that it “did not concern a claim of severe or pervasive sexual harassment”); *Jay v. Grand Mgmt. Servs.*, 783 F. Supp. 3d 1257 (D. Or. 2025) (denying summary judgment on the plaintiffs’ hostile living environment claim; assessing claims of severe or pervasive harassment without using a constructive eviction framework). While *Bloch* recognized that “constructive eviction is an option” for § 3604(a) or (b) claims, *Bloch* did not hold that constructive eviction is *required* for such claims. 587 F.3d at 779. Though the court rejected the plaintiffs’ § 3604(a) claim because they failed to show that discrimination made their home unavailable, it explicitly declined to hold that constructive eviction is always required to sustain a § 3604(a) claim. *Id.* at 778 (“Whether ‘unavailability’ means that a plaintiff must, in every case, vacate the premises to have a § 3604(a) claim is an issue we refrain from reaching.”) Thus, Defendants are wrong to read *Bloch* as holding that Plaintiffs *must* prove constructive eviction to make out a § 3604 claim.

This Court therefore should not read a constructive eviction requirement into Section 3604(a) and instead should assess whether Plaintiffs have adequately alleged that Defendants’ unlawful discrimination—including both sexual harassment itself and any retaliatory actions—“otherwise ma[de] housing unavailable” to Plaintiffs.

CONCLUSION

This Court should apply these well-established legal standards to assess whether Plaintiffs have adequately alleged violations of the Fair Housing Act.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I, Gregory Dorchak, Assistant United States Attorney, hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants.

/s/ Gregory Dorchak

Gregory Dorchak

Assistant United States Attorney

Dated: June 3, 2026