






**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Newport News Division**


	
Plaintiff,	
v.	
NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth; W&F BOYKINS CORP.,	
Defendants.	


**Civil No.:**  
**JURY TRIAL DEMANDED**

**COMPLAINT**

Plaintiff, Ms.   (“”) by counsel, hereby pleads as follows against Defendants, Newport News Redevelopment and housing Authority (“NNRHA”), and W&F Boykins Corp. (“W&F Boykins”):

**PRELIMINARY STATEMENT**

1.  brings this action in part under 42 U.S.C. § 1983 to challenge NNRHA’s unlawful termination of her Section 8 Housing Choice Voucher, in violation of her right to due process of law.

2. Ms.  been a participant in the Section 8 Housing Choice Voucher program through NNRHA since at least 2010.

3. The Housing Choice Voucher (“HCV”) program was created to provide rental subsidies to low-income families, the elderly, and persons with disabilities to ensure they can afford housing in the private market. NNRHA administers this program subject to federal regulations and under the supervision of the U.S. Department of Housing and Urban Development (“HUD”).

4. [REDACTED] a single mother, has been a participant in the HCV program for over a decade with no problems. However, when her landlord, W&F Boykins, Corp. (“W&F Boykins”), failed to comply with the required federal Housing Quality Standards and NNRHA abated the housing assistance payments for three months, the relationship between [REDACTED] and her landlord deteriorated. W&F Boykins tried to hold [REDACTED] liable for NNRHA’s housing assistance payments, and ultimately, [REDACTED] and W&F Boykins decided on a mutual termination of the lease. [REDACTED] was initially told that her voucher would be reissued but NNRHA later refused to do so.

5. NNRHA ignored [REDACTED] repeated attempts to find out the status of her voucher and terminated her participation in the HCV program without written notice or an opportunity for an informal hearing in contravention of federal law.

6. [REDACTED] seeks, among other things, damages and injunctive and declaratory relief, as well as her costs and reasonable attorney’s fees.

#### **JURISDICTION AND VENUE**

7. The Court has jurisdiction over the due process claim under 28 U.S.C. § 1331.

8. The Court has supplemental jurisdiction over the state-law claims brought against Defendant W&F Boykins Corporation pursuant to 28 U.S.C. § 1367.

9. Defendant W&F Boykins Corporation is properly joined as a party in this action under Federal Rule of Civil Procedure 20(a)(2).

10. [REDACTED] seeks declaratory and injunctive relief pursuant to 28 U.S.C. §§ 1343, 2201, and 2202 and 42 U.S.C. § 1983.

11. Because the events or omissions giving rise to [REDACTED] claims occurred in this judicial district, venue is proper under 28 U.S.C. § 1391(b)(2).

12. The events or omissions giving rise to these claims occurred in Newport News, Virginia, which is encompassed by this division. *See* E.D. Va. Local Civ. R. 3.

### **PARTIES**

13. [REDACTED] is a single mother, special education teacher, and long-time housing choice voucher participant. She has been an active participant of the Housing Choice Voucher program through NNRHA since 2010. [REDACTED] was in good standing with NNRHA for over fourteen (14) years until the current problems with W&F Boykins.

14. NNRHA is a political subdivision of the Commonwealth of Virginia and governed under Title 36-4 of the Code of Virginia. NNRHA is also classified as a public housing agency within the meaning of 42 U.S.C. § 1437a(b)(6)(A). As a public housing agency, NNRHA receives federal funds to operate the public housing program in Newport News, Virginia, and is required to operate the program in compliance with applicable federal laws. NNRHA, a sophisticated entity founded in 1939, administers over 3,068 vouchers in Newport News and manages over 1,504 affordable low-income units. *See* NNRHA, *Home Page* (last visited Aug. 21, 2025), <https://perma.cc/PYB6-DHFH>.

15. W&F Boykins is a stock corporation business entity that is authorized to transact business in the Commonwealth of Virginia.

### **LEGAL BACKGROUND**

16. An overview of the Section 8 Housing Choice Voucher Program provides necessary context to this case.

17. The Section 8 Housing Choice Voucher Program is a federal program funded by HUD. The program assists low-income families in obtaining private affordable housing. 42 U.S.C. § 1437f(o); 24 C.F.R. pt. 982 *et. seq.*

18. Local public housing authorities (“PHA”), such as NNRHA, administer the program in their jurisdictions by utilizing funds provided to them pursuant to an annual contribution contract executed between the PHA and HUD. 42 U.S.C. § 1437(f)(o)(1)(A); *id.* at § 1437f(b)(1); 24 C.F.R. §§ 982.151, 982.1(a).

19. Pursuant to the annual contribution contract, the local PHA administering a Housing Choice Voucher enters into a HUD form contract, or Housing Assistance Payments Contract (“HAP Contract”), with a private landlord to make monthly housing assistance payments (“HAP payments”) to the landlord on behalf of the eligible tenant. 42 U.S.C. § 1437f(o)(7); 24 C.F.R. §§ 982.451, 982.162.

20. The HAP Contract contains federally mandated terms and is on a HUD form. 24 C.F.R. § 982.162; *id.* at § 982.308(f). The HAP Contract continues until its expiration or termination by the owner, participant family, or PHA. *Id.* at § 982.309(b)(2). The HAP Contract, which every PHA must use, *id.* at § 982.451(a), can be found on HUD’s official website. *See* HUD, HAP Contract Form, <https://perma.cc/XXS5-XSXA>.

21. Once the voucher recipient finds a qualifying unit, the PHA and landlord negotiate and execute the HAP Contract. 42 U.S.C. §§ 1437f(c); 24 C.F.R. § 982.162(a), 982.451(a).

22. The landlord and tenant also enter into a separate lease agreement provided by the landlord. 24 C.F.R. § 982.308(b)(1). However, Part C of the HAP Contract includes a tenancy addendum that is incorporated into the landlord’s lease with the tenant. *Id.* at § 982.308(f)(2). The tenant has the right to enforce the tenancy addendum against the owner, and its terms and conditions expressly supersede those of the landlord’s lease in the event of a conflict. *Id.*

23. Upon becoming a participant, a tenant is guaranteed continued assistance so long as she does not violate standards and rules set forth by federal law or the PHA. The PHA’s

rules, standards, and procedures must be set forth in its “Administrative Plan.” 24 C.F.R. § 982.54(a),(c). The Administrative Plan must be consistent with federal law. *Id.* at § 982.54(b).

24. Federal law requires the PHA to afford program participants with, among other things, the basis for any termination, an appropriate notice, and an informal hearing before a neutral decisionmaker. *See generally* 24 C.F.R. § 982.555. The decisionmaker’s determination must be written and be based on a preponderance of the evidence. *Id.* at § 982.555(e)(6).

25. HUD restrains PHAs’ discretion to terminate vouchers. Only a few acts or omissions by a participant mandate termination. 24 C.F.R. § 982.552(b) (specifying six categories of acts or omissions which mandate termination). Ten acts or omissions, by contrast, are categorized as discretionary grounds for termination. *Id.* at § 982.552(c)(1). *See also, e.g., id.* at § 982.552(c)(2) (authorizing, in such circumstances, the consideration of mitigating circumstances even where a program violation is established). Owing rent, fees, or damages, to a current or prior owner does not mandate termination. *See id.* at § 982.552(b).

26. An owner is prohibited from seeking funds directly from a tenant for any portion of the rent that has been abated by the PHA or is otherwise owed by the PHA to the owner. *E.g.* 24 CFR § 982.451(b)(4)(ii)-(iii).

27. From time to time, HUD modifies the HAP Contract. At all times relevant to this action, however, the HAP Contract has contained the following pertinent terms and conditions:

a. Section 2(b) of Part C of the HAP Contract states the “tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.”

b. Part C, Paragraph 5(d) of the HAP Contract provides that the tenant is not responsible for paying rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

c. Part C, Paragraph 5(e) of the HAP Contract provides that the owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

#### FACTS

28. In or about September 2010, [REDACTED] contracted for and moved into a single-family townhome owned by W&F Boykins. Simultaneously, NNRHA and W&F Boykins executed the HAP Contract. Later, the water heater broke in the townhome, so W&F Boykins transferred [REDACTED] and her family to a different residence.

29. On or about January 1, 2018, a new Monthly Rental Agreement was executed between [REDACTED] (then Johnson) and W&F Boykins for a single-family home bearing the address of [REDACTED] Newport News, Virginia [REDACTED] (“the Premises”) that is owned by W&F Boykins. Attached hereto and incorporated by reference herein as **Plaintiff’s Exhibit 1** is the Monthly Rental Agreement (“Lease”).

30. [REDACTED] paid \$1000 as a security deposit for the first residence, and the security deposit was transferred when the Lease was executed for the Premises. Upon transfer,

W&F Boykins kept the gas and electric services in its name (or an agent representative's name) and the water remained in [REDACTED] name.

31. [REDACTED] paid the security deposit, rent, gas and electricity in cash. A representative from W&F Boykins would regularly go to the Premises, collect [REDACTED] payment and provide her with a receipt. Any balance that [REDACTED] owed would be noted on the "balance" section of the receipt. [REDACTED] was never provided with copies of the gas or electric statements to verify charges she was asked to pay.

32. On or about January 18, 2023, at approximately 10:00 AM, the Premises was inspected by an NNRHA Inspector by the name of Marquis Davis. As a result of the inspection, Mr. Davis issued a notice indicating that the home failed the housing quality standards ("HQS") inspection, that corrective actions needed to be made before February 27, 2023, and that W&F Boykins bore responsibility for the repairs. Attached hereto and incorporated by reference herein as **Plaintiff's Exhibit 2** is the Inspection Failure Notice.

33. The necessary repairs were not timely made and as a result, NNRHA placed W&F Boykins into abatement for three (3) months. Despite the abatement, [REDACTED] continued to pay her portion of rent to W&F Boykins, along with whatever utilities W&F Boykins stated was due and owed.

34. W&F Boykins unlawfully gave [REDACTED] an ultimatum to either vacate the Premises or pay the three (3) months of lost rent due to NNRHA's abatement which violates both the HAP Contract and the attendant federal regulations.

35. [REDACTED] reached out to NNRHA about the ultimatum that she received from W&F Boykins and was advised by the receptionist that W&F Boykins had a right to the Premises.

36. Following this conversation, [REDACTED] opted to vacate the Premises and provided adequate notice to vacate (the “Notice to Vacate”) to both NNRHA and W&F Boykins. The Notice of Vacate, signed by both [REDACTED] and W&F Boykins, specified that W&F Boykins asked [REDACTED] to pay the abated rent or to vacate the Premises. Attached hereto and incorporated by reference herein as **Plaintiff’s Exhibit 3** is the Notice to Vacate.

37. On or about June 28, 2024, [REDACTED] vacated the Premises and was advised by Ms. Beulah Dunn, her caseworker at NNRHA, that she would be issued a new voucher. [REDACTED] provided W&F Boykins and NNRHA with a forwarding address. The forwarding address belonged to [REDACTED] mother. In addition, [REDACTED] ensured any USPS mail addressed to her would be forwarded to her mother’s address.

38. After moving out, [REDACTED] called NNRHA repeatedly seeking information about the reissuance of her voucher, but was always given the runaround. She was then told that she would need to speak with Senior Assisted Housing Coordinator, Lisa Burden, regarding the status of her voucher, and that she supervised the caseworkers.

39. [REDACTED] spoke to Ms. Burden on one occasion. During that call, she was simply informed that she would hear from Ms. Burden soon. But [REDACTED] never heard from Ms. Burden, so she reached out to Ms. Tera Lockley. Ms. Lockley is the Director of Housing Operations and oversees the Section 8 Voucher Program. Unfortunately, Ms. Lockley never returned [REDACTED] call.

40. Finally, on or about September 23, 2024, [REDACTED] was informed via telephone by the NNRHA receptionist that she was no longer a part of the Housing Choice Voucher program. That same day, [REDACTED] went in person to the NNRHA office where she was

told by three NNRHA employees that her voucher could not be reissued because of an alleged past due balance owed to W&F Boykins, that she was terminated from the HCV Program, and that NNRHA had no duty to provide her with any further information.

41. However, [REDACTED] had never been notified of the alleged balance. Nor did she receive any written notification stating that she had been terminated from the HCV program.

42. On behalf of [REDACTED] the Legal Aid Society of Eastern Virginia (“LASEV”) reached out to both NNRHA and their counsel asking for documents to substantiate this alleged debt, as well as a copy of the purported notice terminating [REDACTED] from the HCV program. In April 2025, NRHA’s counsel provided LASEV with a form completed by W&F Boykins claiming that [REDACTED] allegedly owed \$10,412 in rent, late fees, legal fees, and damages. W&F Boykins additionally alleged that [REDACTED] owed \$927 for gas services and \$2,771.57 for electric services (the “Good Standing Form”). Attached hereto and incorporated by reference herein as **Plaintiff’s Exhibit 4** is the Good Standing Form.

43. On [REDACTED] behalf, LASEV requested an itemized breakdown of the purported charges and a ledger. NNRHA failed to respond to this request. Nor did counsel for NNRHA ever supply a termination notice to LASEV.

44. W&F Boykins never provided [REDACTED] with a security deposit disposition sheet within 45 days of move-out, as mandated by Virginia Code § 55.1-1226. Nor did W&F Boykins demand payment from [REDACTED] for this alleged amount. Indeed, shortly before [REDACTED] vacated the Premises, W&F Boykins told [REDACTED] in the presence of others that her balance was \$0. W&F Boykins’ withholding of the deposit was willful.

45. At all times relevant to this action, NNRHA has refused to provide [REDACTED] with documentation supporting the alleged balance, nor did NNRHA provide her with an opportunity to rectify the situation.

46. To date, no ledger of accounting has been provided to either NNRHA or [REDACTED] to justify the alleged debt claimed to be owed.

47. To date, W&F Boykins has never provided [REDACTED] with a 5 Day Pay or Quit, which would be indicative of a past due balance. Nor has W&F Boykins filed any suit against [REDACTED] in efforts to recoup the alleged debt.

48. To date, NNRHA has not provided [REDACTED] with a written notice informing her of the basis for the voucher termination and with an opportunity to be heard from before a neutral decisionmaker.

49. Since vacating the Premises in July 2024, [REDACTED] and her children have not had a permanent home. [REDACTED] has had to split up her children and pets between various relatives, and has been struggling financially. When [REDACTED] had recent surgery, she was unable to work for a period of time. With a Section 8 Housing Choice Voucher, she would have been able to submit a request for downwards adjustment in her rent, but she was deprived of this opportunity when NNRHA refused to reissue her voucher or provide her with notice and an opportunity to contest the purported voucher termination. [REDACTED] has also incurred substantial transportation costs as she has had to go back and forth between the various locations where her children are living. Along with the financial impact, [REDACTED] has also struggled emotionally. She has lost sleep and experienced profound anxiety and stress from having her family split up and from losing her housing stability. These ongoing harms are a direct and proximate result of NNRHA's unlawful voucher termination.

50. [REDACTED] is entitled to injunctive relief as well as declaratory relief. She is likely to succeed on the merits; she has no adequate remedy at law; and absent an injunction, she will suffer irreparable harm because she is currently fighting homelessness and was forced to disperse her children and pets in efforts to keep a roof over their head.

51. On information and belief, NNRHA has a custom or practice of failing to terminate vouchers in a manner that comports with due process.

52. W&F Boykins' defamatory statement harmed not only [REDACTED] dealing with NNRHA, but also will harm her moving forward in the broader private rental market. That is because tenancy applications often ask the applicant to indicate whether any amounts are owed to a prior landlord. Answers in the affirmative can be a basis for denying such applications.

#### **CAUSES OF ACTION**

#### **COUNT I against NNRHA Procedural Due Process (42 U.S.C. § 1983; U.S. Const. amend. XIV, § 1)**

53. [REDACTED] realleges and incorporates by reference the preceding allegations as if asserted herein.

54. NNRHA is a "person" within the meaning of 42 U.S.C. § 1983.

55. The Due Process Clause of the Fourteenth Amendment prohibits a state from depriving "any person of life, liberty, or property, without due process of law[.]" U.S. CONST. AMEND. XIV, § 1.

56. Under federal and state law, [REDACTED] has a legitimate claim of entitlement to the voucher, as she is a participant in the Section 8 Housing Choice Voucher Program. In other words, [REDACTED] has a property interest in the voucher protected by the Due Process Clause.

57. Acting under color of state law, NNRHA deprived [REDACTED] of a property interest without due process of law by terminating the voucher and refusing to reinstate it.

58. In particular, NNRHA deprived [REDACTED] of due process of law by (a) failing to provide her with a meaningful opportunity—much less any opportunity—to contest the decision before a neutral decisionmaker with counsel present, (b) failing to issue a notice reasonably calculated, under the circumstances, to apprise her of such an opportunity and the basis for the termination, and (c) failing to issue a notice that was reasonably calculated to reach [REDACTED] in a timely manner.

59. As a direct and proximate result of NNRHA's conduct, [REDACTED] has suffered damages, including but not limited to emotional distress and financial harms.

60. NNRHA's conduct has violated, and continues to violate, the Due Process Clause of the Fourteenth Amendment to the United States Constitution.

61. [REDACTED] is entitled to her attorney's fees and costs under 42 U.S.C. § 1988.

**COUNT II against W&F Boykins**  
**Virginia Common Law Breach of Contract**  
**(Breach of HAP Contract, Part C, Paragraph 5(d)–(e); Lease)**

62. [REDACTED] realleges and incorporates by reference the preceding allegations as if asserted herein.

63. [REDACTED] has the right to enforce Part C of the HAP Contract against W&F Boykins pursuant to Part C, Paragraph 2(b) of the HAP Contract.

64. By demanding unpaid HAP Payments that were abated by NNRHA as a result of W&F Boykins' noncompliance with the HAP Contract, and by otherwise demanding amounts not in fact due and owed from [REDACTED] W&F Boykins breached: (a) Part C, Paragraphs 5(d)-(e) of the HAP Contract; and (b) the Lease between W&F Boykins and [REDACTED]

With respect to the latter, W&F Boykins breached the Lease by demanding amounts not in fact owed and thus demanded, for example, utilities and rent that were in excess of what was authorized by the Lease.

65. The misconduct set forth in Paragraph 64 also constitutes a breach of the covenant of good faith and fair dealing, which is implied in the performance of every contract under Virginia law.

66. [REDACTED] is entitled to declaratory relief that establishes she does not owe W&F Boykins any damages, fees, costs, rent, or money.

67. Alternatively, in the event a factfinder determines [REDACTED] ever did owe any of the amounts demanded, [REDACTED] seeks declaratory relief, declaring that W&F Boykins waived its right to seek such amounts by not demanding it in a timely manner, expressly disclaiming that anything was due and owing to [REDACTED] before she vacated, not providing the security deposit disposition in a timely manner, not noting damages on a move-out inspection report, and through such other conduct and statements to be proven at trial.

68. [REDACTED] is entitled to compensatory damages, including but not limited to her incidental and consequential damages. Such damages include those incurred by being unable to secure stable housing as a direct and proximate result of W&F Boykins' misrepresentations to NNRHA.

69. [REDACTED] is entitled to her costs and reasonable attorney's fees pursuant to Paragraph 13 of the Lease between W&F Boykins and [REDACTED]

**COUNT III against W&F Boykins**  
**Virginia Residential Landlord and Tenant Act (“VRLTA”)**  
**(Va. Code § 55.1-1226(E); Failure to Return Security Deposit)**

70. [REDACTED] realleges and incorporates by reference the preceding allegations as if asserted herein.

71. [REDACTED] is a tenant, and W&F Boykins is a landlord, within the meaning of the VRLTA. Va. Code § 55.1-1200 (defining “tenant” and “landlord”).

72. Under the VRLTA, the “security deposit and any deductions, damages, and charges shall be itemized by the landlord in a written notice given to the tenant, together with any amount due to the tenant, within 45 days after . . . the date the tenant vacates the dwelling unit[.]” Va. Code § 55.1-1226(A).

73. Under the VRLTA, the landlord may only apply the security deposit to: (i) the payment of accrued rent and late fees; (ii) the payment of damages caused by the tenant, minus reasonable wear and tear; (iii) other due and owing charges provided for in the rental agreement; and (iv) actual damages caused by the tenant’s failure to timely vacate the property following the termination of the rental agreement. *Id.*

74. To date, W&F Boykins has willfully failed to provide [REDACTED] with either the return of her security deposit or with an itemized security deposit disposition.

75. Although [REDACTED] vacated the Premises on or about June 28, 2024, W&F Boykins has had over a year to comply with § 55.1-1226 yet, it has failed to do so.

76. Upon vacating the Premises, [REDACTED] did not owe W&F Boykins any rent, late fees, utilities, or charges.

77. Upon vacating the Premises, [REDACTED] did not owe W&F Boykins for damages beyond reasonable wear and tear.

78. [REDACTED] timely vacated the Premises.

79. W&F Boykins was provided with a proper forwarding address for [REDACTED]

80. [REDACTED] is entitled to the return of her \$1,000.00 security deposit, actual damages to be determined by the trier of fact, and reasonable attorney fees under Code of Virginia § 55.1-1226(E).

**COUNT IV against W&F Boykins**  
**Virginia Common Law Defamation**

81. [REDACTED] realleges and incorporates by reference the preceding allegations as if asserted herein.

82. By providing NNRHA with the Good Standing Form, W&F Boykins “published” a defamatory, factual statement within the meaning of Virginia law.

83. The statement tends to harm—and in fact did harm—[REDACTED] reputation in the community and deterred NNRHA from associating or dealing with [REDACTED]. Specifically, as a result of W&F Boykins’ defamatory statement, [REDACTED] was unlawfully terminated from the Section 8 Housing Choice Voucher Program.

84. Additionally, the statement will tend to injure [REDACTED] standing in the broader community, namely, the private rental market, since tenancy applications often ask the applicant to indicate whether any amounts are owed to a prior landlord. Answers in the affirmative can be a basis for denying such applications.

85. W&F Boykins’ statement was false because [REDACTED] did not, and to this date does not, owe any rent, late fees, damages, attorney’s fees, damages, or any money to W&F Boykins.

86. Given the circumstances, W&F Boykins' knew the statement was false. In the alternative, W&F Boykins lacked reasonable grounds to believe it was true, or acted negligently in failing to ascertain the facts on which it was based.

87. [REDACTED] is entitled to punitive damages, as W&F Boykins knew the statement was false at the time it was made or acted with reckless disregard for the statement's truth.

88. [REDACTED] incurred special damages within the meaning of Virginia law, as her voucher was unlawfully terminated as a direct and proximate result of W&F Boykins' defamatory statement. This, in turn, also directly and proximately caused [REDACTED] great emotional and financial distress.

#### PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Ms. [REDACTED] [REDACTED] respectfully requests that this Court award her the following relief:

1. Regarding Count I, enter a declaratory judgment declaring that NNRHA's conduct violated [REDACTED] rights under the Due Process Clause;

2. Regarding Count I, enter a preliminary injunction: (a) ordering NNRHA to reinstate [REDACTED] Section 8 Housing Choice Voucher retroactive to the termination date; (b) ordering NNRHA to not terminate the voucher for any reason without proper notice and an opportunity to be heard, and (c) ordering NNRHA to not terminate the voucher on the basis of amounts purportedly owed to W&F Boykins until this case is resolved on the merits;

3. Regarding Count I, enter a permanent injunction: (a) reinstating [REDACTED] voucher retroactive to the termination date, if applicable; (b) prohibiting NNRHA from terminating the voucher for any reason without proper notice and an opportunity to be heard;

and (c) prohibiting NNRHA from terminating the voucher on the basis of any amounts purportedly owed to W&F Boykins since nothing is due and owing;

4. With respect to Count II, enter a declaratory judgment declaring that [REDACTED] does not owe any rent, fees, damages, costs, or money—however denominated—to W&F Boykins;

5. With respect to Counts I through IV, award [REDACTED] compensatory damages or, in the event compensatory damages are not awarded for any particular count, nominal damages for the count on which compensatory damages were not awarded;

6. With respect to Counts I, II, and III, award [REDACTED] her reasonable attorney's fees and costs;

7. With respect to Count III, order the return of [REDACTED] security deposit;

8. As to Count IV, award punitive damages against W&F Boykins;

9. Award pre-and post-judgment interest; and

10. Award such other relief as this Court deems fit and appropriate.

#### **JURY DEMAND**

[REDACTED] demands a trial by jury on all issues so triable under Rule 38 of the Federal Rules of Civil Procedure.

Dated: September 4, 2025

Respectfully submitted,

██████████ ██████████

By: /s/ Jamesa D. Parker

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██████████ ██████████ v. NNRHA and W&F Boykins Corp.

Complaint

Page 18 of 18