

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

<p>██████████</p> <p>Plaintiff,</p> <p>v.</p> <p>NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth,</p> <p>Defendant.</p>

Civil No.:
JURY TRIAL DEMANDED

COMPLAINT

Plaintiff, Ms. ██████████ (“Ms. ██████████” by counsel, hereby pleads as follows against Defendant, Newport News Redevelopment and Housing Authority (“NNRHA”):

PRELIMINARY STATEMENT

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

2. Despite complying with NNRHA’s belated request to provide documentation to demonstrate continued eligibility for the voucher program, NNRHA terminated Ms. ██████████ voucher. In NNRHA’s view, this was necessary because her document production was two documents shy of complete compliance. Worse, NNRHA had not previously requested these documents from Ms. ██████████

3. Above all, whether that determination was right or wrong, Ms. ██████████ subsequently provided this documentation and, thus, NNRHA conveyed to both Ms. ██████████ and her landlord that her voucher would be reinstated—or so Ms. ██████████ thought.

4. Ms. [REDACTED] by email, voiced her dissatisfaction with NNRHA's past history of failing to make timely payments on her behalf, timely completing recertifications, and NNRHA's competency in administering the program generally. She used admittedly colorful language, but no threats or the like were made. In other words, this expression of dissatisfaction was neither criminal nor a violation of the Section 8 Housing Choice Voucher Program.

5. As a result of Ms. [REDACTED] emails, NNRHA reversed course and conveyed that Ms. [REDACTED] voucher would be terminated again. No explanation was provided articulating which rule or law her speech violated. Nor was she notified of her right to contest that particular decision before a neutral decisionmaker.

6. Ms. [REDACTED] seeks injunctive and declaratory relief, damages, and her reasonable attorney's fees and costs.

JURISDICTION AND VENUE

7. This Court has original jurisdiction under 28 U.S.C. § 1331.

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

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

10. 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

11. NNRHA is a political subdivision of the Commonwealth of Virginia under Va. Code § 36-4 and 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 Housing Choice Voucher Program in Newport News, Virginia, and must 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>. NNRHA has an operating budget of over three million. *See* NNRHA, *Agency Plan*, at 24 (last revised March 19, 2024), <https://perma.cc/SLU9-TNU2>.

12. Ms. [REDACTED] is a single mother of several minor children. She has participated in the Section 8 Housing Choice Voucher Program for approximately 18 years.

LEGAL BACKGROUND

13. Although this action seeks relief solely under the federal Constitution, an overview of the Section 8 Housing Choice Voucher Program provides necessary context to this case.

14. The Section 8 Housing Choice Voucher Program is a federal program funded by the United States Department of Housing and Urban Development (“HUD”). The program aids low-income families in obtaining safe, affordable housing by subsidizing all or a portion of the cost of renting privately-owned housing units. Section 8 of the United States Housing Act of 1937, 42 U.S.C. § 1437f; 24 C.F.R. pt. 982 *et. seq.*

15. Local PHAs 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. § 1437f(o)(1)(A); *Id.* at § 1437f(b)(1); 24 C.F.R. §§ 982.151, 982.1(a).

16. 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.

17. The HAP Contract contains federally mandated terms and is on a HUD form. 24 C.F.R. § 982.162; 24 C.F.R. § 982.308(f); 24 C.F.R. § 451(a)(1). The HAP Contract continues until its expiration or termination by the owner, participant family, or PHA. 24 C.F.R. § 982.309(b)(2).

18. 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).

19. 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).

20. 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).

21. 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(e)(6).

22. 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). One such ground is the failure

to supply information or documentation needed to determine a participant's eligibility for assistance. *Id.* at § 982.552(c)(1)(i) (cross-referencing Section 982.551); *id.* at § 982.551(b).

23. In general, a PHA must conduct an annual recertification of a participant's income and household composition. 24 C.F.R. § 960.257.

FACTS

24. Since approximately 2017, Ms. [REDACTED] has resided with her children at a residential multifamily dwelling complex in Newport News, Virginia, known as Ashton Green Apartments ("Landlord").

25. Ms. [REDACTED] Landlord, and NNRHA are parties to an executed HAP Contract, in which NNRHA pays all or a portion of Ms. [REDACTED] rent to Landlord on a monthly basis. At all times relevant to this action, until NNRHA improperly terminated Ms. [REDACTED] voucher, Ms. [REDACTED] portion of the monthly rent has been zero.

26. Ms. [REDACTED] NNRHA caseworker is Ms. Ashanti Carter ("Caseworker"). The Caseworker is an employee of NNRHA.

27. On March 27, 2025, NNRHA, through the Caseworker, notified Ms. [REDACTED] that she was required to submit her annual recertification paperwork for 2024 by or on April 17, 2025. NNRHA did not request any supporting documentation other than the completion and return of the annual recertification packet. The March 27, 2025 notice is attached as **Exhibit A**.

28. Despite being required to conduct an annual recertification for every calendar year, NNRHA only then requested this documentation from Ms. [REDACTED] for 2024.

29. Ms. [REDACTED] filled out and returned the annual recertification paperwork to NNRHA by or on April 17, 2025.

30. Although Ms. [REDACTED] complied with the request, the Caseworker claimed she failed to submit two documents—a birth certificate and social security number—to verify and add a

new dependent member of her household, that is, one of her children. Yet NNRHA never requested those documents from Ms. [REDACTED]. In any event, NNRHA already had this information, as Ms. [REDACTED] had previously provided this information for a prior recertification.

31. Instead of conferring with Ms. [REDACTED] the Caseworker issued a notice on April 28, 2025, terminating the voucher effective May 31, 2025, for failing to supply documentation—which was never even requested—for an annual recertification. The letter went on to state that effective May 31, 2025, NNRHA would make no further HAP payments to Ms. [REDACTED] Landlord. The April 28, 2025 notice is attached as **Exhibit B**.

32. On April 28, 2025, the Caseworker informed the Landlord of the voucher termination by letter.

33. Ms. [REDACTED] subsequently worked with NNRHA to provide this documentation and did in fact provide it. In so doing, Ms. [REDACTED] mainly communicated with Ms. Yvette Thompson, an employee of NNRHA and the Housing Choice Voucher Program Manager. An email signifying this fact is attached as **Exhibit C**.

34. Consequently, on or around the morning of July 17, 2025, NNRHA notified Ms. [REDACTED] by email and letter, that her voucher termination was rescinded. The letter, dated July 17, 2025, is attached as **Exhibit D**. The July 17, 2025, email from Ms. Thompson to Ms. [REDACTED] in which she informed Ms. [REDACTED] that she was directing the Caseworker to “reinstate [the] voucher back to the date it was terminated,” is attached as **Exhibit E**.

35. On July 17, 2025, NNRHA also notified Landlord by letter that Ms. [REDACTED] previous voucher termination was rescinded. This letter is attached as **Exhibit F**.

36. Ms. [REDACTED] was relieved as she thought the matter had finally been resolved. Unfortunately, she was wrong.

* * *

37. Previously, on July 11, 2025, in response to the Caseworker's email, Ms. [REDACTED] sent a series of five emails. Each was addressed to the Caseworker. Generally, the emails accused NNRHA of "fuck[ing] up" the administration of her recertification in 2023/2024. For example, in one email, Ms. [REDACTED] stated, in part: "U know damn well that RECERTIFICATION was for 2024 and I have the papers to prove it[.] [Y]'all get backed upon paper work and do anything to save ya ass at others expense . . . ya'll gone definitely reimburse me for what I had to pay due to your lazy ass not doing your job what u think I'ma be out on my ass bout a voucher naw baby but you finna lose your job smfh damn shame." In another email, Ms. [REDACTED] stated, in part: "[My child] [has] been on my case and is listed on my lease noted back to 2020[.] [Y]'all sitting in there paperwork back up to the ceiling ain't got no business terminated people behind ya'll fuck ups if [my child] won't on my case how and why would [I] provide proof of child support last recertification now all of a sudden ya'll missing documents." The entire email exchange that day is attached as **Exhibit G**.¹ None of these emails were threatening. Nor did they violate any provision of law or contract.

38. As previously stated, following the July 11, 2025, email exchange with the Caseworker, Ms. [REDACTED] mainly communicated with Ms. Thompson.

39. On the morning of July 17, 2025, by letter and email to Ms. [REDACTED] NNRHA rescinded Ms. [REDACTED] previous voucher termination. A letter bearing that date was also issued to Landlord conveying the same.

¹ In two instances, Ms. [REDACTED] refers to her child by his first name. Those instances are redacted.

40. NNRHA made a series of HAP payments on Ms. [REDACTED] behalf, which was deposited in the Landlord's account on or around July 21, 2025. Two payments were marked as covering June and July 2025.

41. However, on July 18, 2025, at 11:58 A.M., the Caseworker forwarded her July 11, 2025, email exchange with Ms. [REDACTED] to Ms. Thompson. *See Ex. G.*

42. Notwithstanding the communications from NNRHA to Landlord and Ms. [REDACTED] on or around July 17, 2025, conveying that her voucher was reinstated, on July 18, 2025, or soon thereafter, NNRHA terminated the voucher again. On that date, NNRHA issued a letter to Ms. [REDACTED] entitled, "No Change Required." The letter is attached as **Exhibit H**. The letter, issued by the Caseworker, stated, in full:

Following the receipt of your emails dated July 11, 2025, it has been concluded that no changes are necessary regarding your termination status, which remains effective as of May 31, 2025. This decision is in accordance with the guidelines outlined in [24 C.F.R. § 982.552(c), 24 C.F.R. § 5.2005(c),] and NNRHA policy. Consequently, please be advised that no further HAP payments will be issued effective June 1, 2025, and onward. Thanks for your understanding.

43. Although subsection C of 24 C.F.R. § 982.552 lists numerous grounds for termination, the letter did not specify which provision Ms. [REDACTED] July 11, 2025, emails purportedly violated. Moreover, 24 C.F.R. § 5.2005(c) is irrelevant, as it pertains to certain rights and protections afforded to tenants under the Violence Against Women Act in voucher termination proceedings. Nor did NNRHA explain why it reversed course on its decision a day or so prior to revoke the initial voucher termination. And finally, the letter did not provide Ms. [REDACTED] with an opportunity to request a hearing before a neutral decisionmaker.

44. At a minimum, NNRHA owes Landlord rent for August 2025. Based on NNRHA's prior ongoing failure to consistently disburse HAP payments, Ms. [REDACTED] is presently uncertain as to whether other HAP payments and utility reimbursements are still due and owing.

45. To date, NNRHA has still not provided Ms. [REDACTED] with adequate notice and an opportunity to be heard.

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

47. An unlawful detainer filed by Landlord against Ms. [REDACTED] for nonpayment of rent is still pending in the General District Court for the City of Newport News.

48. Without the issuance of injunctive and declaratory relief, Ms. [REDACTED] and her children will be at risk of homelessness and eviction. No adequate remedy exists at law and Ms. [REDACTED] faces irreparable harm if she loses a subsidy which took years for her to obtain. And once lost, it will likely be lost forever. For NNRHA's policy is to *always* deny an applicant's application if she once had a voucher that was terminated by a PHA. NNRHA Administrative Plan, at 3-24, <https://perma.cc/38EK-7CLZ> ("NNRHA **will** deny assistance to an applicant family if: Any PHA has ever terminated assistance under the program for any member of the family." (emphasis in original)). *But see* 24 C.F.R. § 982(c)(1)(iii). Thus, Ms. [REDACTED] would be unable to apply for a voucher for use at this or any other property for the foreseeable future. Finally, the balance of the harms and the public interest favors the issuance of injunctive relief.

49. As a direct and proximate result of NNRHA's unlawful voucher termination, Ms. [REDACTED] suffered and continues to suffer significant financial and emotional harm. Prior to the termination, she relied on the voucher to afford safe and adequate housing for herself and her family. The loss of the voucher has placed Ms. [REDACTED] in an immediate and precarious financial situation. Her current monthly rent is \$1,410.00. Previously, NNRHA paid the entirety of this expense. Now Ms. [REDACTED] is solely responsible for covering the assistance previously provided through the voucher. This sudden and drastic increase in her housing expenses will force Ms.

█████ to divert funds from other essential needs such as food and clothing, directly impacting the well-being of herself and her dependents.

50. Furthermore, the constant fear of homelessness and disruption of Ms. █████ stability has caused significant anxiety, sleeplessness, and a diminished quality of life, thereby exacerbating preexisting conditions, namely, post-traumatic stress disorder (“PTSD”). Moreover, she has been forced to expend time and energy attempting to navigate NNRHA’s bureaucratic processes and seeking alternative housing solutions. This has resulted in a strain on her personal relationships and the time she can devote to her kids and other endeavors.

CAUSES OF ACTION

Count I

42 U.S.C. § 1983

(Violation of the Due Process Clause)

51. Ms. █████ realleges and incorporates by reference the above allegations as if fully set forth herein.

52. NNRHA is a “person” within the meaning of 42 U.S.C. § 1983.

53. 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.

54. Under federal and state law, Ms. █████ 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, Ms. █████ has a property interest in the voucher protected by the Due Process Clause.

55. Acting under color of state law, NNRHA deprived Ms. █████ of a property interest without due process of law by terminating the voucher and refusing to reinstate it.

56. In particular, NNRHA deprived Ms. █████ of due process of law by (a) failing to provide her with the regulatory basis for its decision to terminate her voucher again, (b) failing

to provide her with a meaningful opportunity—much less any opportunity—to contest the decision before a neutral decisionmaker with counsel present, and (c) failing to issue a notice reasonably calculated, under the circumstances, to apprise her of such an opportunity.

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

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

Count II
42 U.S.C. § 1983
(Violation of the Free Speech Clause)

59. Ms. [REDACTED] realleges and incorporates by reference the above allegations as if fully set forth herein.

60. NNRHA is a “person” within the meaning of 42 U.S.C. § 1983.

61. The Free Speech Clause of the First Amendment, *see* U.S. Const. amend. I, which is incorporated against the states through the Fourteenth Amendment, “includes not only the affirmative right to speak, but also the right to be free from retaliation by a public official for the exercise of that right.” *Suarez Corp. Indus. v. McGraw*, 202 F.3d 676, 685 (4th Cir.2000) (citations omitted). “[A] public official who restricts the award of or terminates public benefits based on a citizen’s exercise of his First Amendment rights adversely affects that citizen’s First Amendment rights.” *Id.* at 686–87 (citations omitted).

62. Ms. [REDACTED] engaged in protected First Amendment activity. During her July 11, 2025, email exchange with the Caseworker, Ms. [REDACTED] expressed frustration with NNRHA’s administration of the Section 8 Housing Choice Voucher program. True, she used colorful

language. But in so doing she threatened no one. And her speech violated neither state nor federal law.

63. Shortly after, NNRHA took action that adversely affected Ms. [REDACTED] free speech rights by terminating the voucher, a public benefit.

64. In the alternative, even if the voucher was not reinstated, which Ms. [REDACTED] denies, the adverse action constitutes NNRHA's revocation of its previous willingness and intention to reinstate the voucher.

65. NNRHA's letter entitled, "No Change Required," expressly linked NNRHA's decision to reverse course on its rescission of the voucher termination to Ms. [REDACTED] July 11, 2025 emails. Indeed, NNRHA did not even purport to specify which HUD regulation or state or federal law Ms. [REDACTED] speech violated. Thus, the circumstances here demonstrate a causal relationship between the protected activity and NNRHA's adverse action.

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

PRAYER FOR RELIEF

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

1. Enter a declaratory judgment declaring that NNRHA's conduct violated Ms. [REDACTED] rights under the Fourteenth and First Amendments to the United States Constitution;
2. With respect to Count I, issue a preliminary and permanent injunction (a) reinstating Ms. [REDACTED] Section 8 Housing Choice Voucher, (b) directing NNRHA to disburse any past due HAP payments to Ms. [REDACTED] Landlord and continue to disburse HAP payments as they become due, and (c) prohibiting NNRHA from terminating the voucher without proper notice and an opportunity to be heard;

3. With respect to Count II, issue a preliminary and permanent injunction (a) reinstating Ms. [REDACTED] Section 8 Housing Choice Voucher, (b) directing NNRHA to disburse any past due HAP payments to Ms. [REDACTED] Landlord, and (c) prohibiting NNRHA from terminating the voucher on the basis of Ms. [REDACTED] protected speech described herein, including for reasons that are a pretextual basis for retaliation;

4. With respect to Counts I and II, award compensatory damages;
5. Award nominal damages if Ms. [REDACTED] is not awarded compensatory damages;
6. Award Ms. [REDACTED] reasonable attorney's fees and costs under 42 U.S.C. § 1988;
7. Award pre- and post-judgment interest; and
8. Grant such other relief as this Court deems just and proper.

JURY DEMAND

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

Dated: August 26, 2025

Respectfully submitted,

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