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United States District Court, E.D. Virginia,
Norfolk Division.

Jasmine MAYRANT, Plaintiff,
v.
NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY, Defendant.

Civil No. 2:24cv715
|
Signed September 23, 2025

Attorneys and Law Firms

Melissa Bjorkenstam Bonfiglio, Brandon Lewis Ballard, Legal Aid Society of Eastern Virginia, Norfolk, VA, for Plaintiff.

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ORDER

Arenda L. Wright Allen, United States District Judge

***1** Before the Court are a Motion for Default Judgment (ECF No. 9) and a Memorandum in Support thereof (ECF No. 10), as well as a Motion for Preliminary Injunction (ECF No. 11) and a Memorandum in Support thereof (ECF No. 12), filed by Plaintiff Jasmine Mayrant ("Plaintiff" or "Ms. Mayrant").[1] Also before the Court are a Motion for Leave to File Out of Time (ECF No. 14), as well as a Motion to Vacate Default and in the alternative, a Request for a Hearing on Damages (ECF No. 15) and a Memorandum in Support thereof (ECF No. 16), filed by Defendant Norfolk Redevelopment and Housing Authority ("Defendant" or "NRHA"). For the following reasons, Plaintiff's Motion for Default Judgment (ECF No. 9) is **GRANTED as to Count One** and **DEFERRED as to monetary relief**, Plaintiff's Motion for Preliminary Injunction (ECF No. 11) is **DISMISSED as moot**, Defendant's Motion for Leave to File Out of Time (ECF No. 14) is **DENIED**, and Defendant's Motion to Vacate Default and Request for a Hearing on Damages (ECF No. 15) is **DENIED in part** and **DEFERRED in part**.

I. BACKGROUND

A. Facts[2]

NRHA is a political subdivision of the Commonwealth of Virginia and a public housing agency which was created to address the shortage of affordable housing for low-income families in Norfolk, Virginia. Compl. ¶ 8, ECF No. 1. It receives federal funding to operate its public housing program. *Id.* It is the self-proclaimed "largest redevelopment and housing authority in Virginia and a national leader in real estate development and property management."[3] *Id.* Ms. Mayrant is a low-income public housing tenant in a dwelling unit owned and managed by NRHA. *Id.* ¶ 9. She is legally blind. *Id.* ¶¶ 1, 11. Because of her disability, she is unable to read hard copy documents in regular font and instead relies on electronic copies of documents so that she can magnify them on a computer or phone and read them with differential lighting. *Id.* ¶ 11.

***2** On June 12, 2024, Ms. Mayrant signed a lease for a public-housing unit with NRHA. *Id.* ¶ 12. While at the rental office, Ms. Mayrant told the NHRA representative assisting her that she was legally blind and could not read documents. *Id.* She was

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accompanied by a representative from the Legal Aid Society of Eastern Virginia ("LASEV") who read the documents to her. *Id.* On July 1, 2024, LASEV submitted a letter to NRHA requesting a reasonable accommodation for Ms. Mayrant. *Id.* ¶ 13. The letter stated that Ms. Mayrant was legally blind and requested that all notices and written communications from NRHA be provided simultaneously to Ms. Mayrant and LASEV by email. *Id.*; *see* Compl. Ex. A, ECF No. 1-2. On July 18, 2024, NRHA granted the requested accommodation by email, stating that "[a]ll written communications and notices from NRHA will be provided to both Ms. Mayrant and [LASEV] at the same time ... [by] email[.]" Compl. ¶ 14, ECF No. 1; Compl. Ex. B, ECF No. 1-3.

Despite acknowledging Ms. Mayrant's disability and granting the requested accommodation, NRHA failed to provide electronic copies of documents to Ms. Mayrant or LASEV. Compl. ¶ 15, ECF No. 1. For example, Ms. Mayrant did not receive timely, electronic notice of the following documents:

- Ms. Mayrant's 8-year-old daughter found a hard copy of an inspection notice dated September 27, 2024, on Ms. Mayrant's door. *Id.* ¶ 16. That notice stated that an inspection would occur on October 1, 2024 (but an inspection was not conducted on that date). *Id.* LASEV emailed NRHA about this on October 8, 2024, expressly noting that NRHA was violating fair housing law and again requesting that all notices immediately be sent to Ms. Mayrant and LASEV by email. *Id.* NHRA did not respond to that email. *Id.*; *see* Compl. Ex. C, ECF No. 1-4.

- Ms. Mayrant received a hard copy notice of lease cancellation, dated October 8, 2024, alleging that she owed $4.00 in rent. Compl. ¶ 17, ECF No. 1; *see* Compl. Ex. D, ECF No. 1-5.

- Ms. Mayrant became aware of a hard copy notice placed on her door which introduced the new property manager, along with a document titled "Important Message for All [ ] Residents!!!" Compl. ¶ 17, ECF No. 1; *See* Compl. Ex. E, ECF No. 1-6.

- Ms. Mayrant received hard copy monthly rent statements for multiple months, including November 2024. Compl. ¶¶ 18, 20, ECF No. 1; *see* Compl. Ex. F, ECF No. 1-7.

- At the end of November 2024, Ms. Mayrant became aware of a hard copy notice posted on her door which notified all residents of housekeeping inspections to be conducted between December 2nd and 6th. Compl. ¶ 23, ECF No. 1; *see* Compl. Ex. H, ECF No. 1-9.

- In early December 2024, Ms. Mayrant received a hard copy notice titled, "Notice of Lease Review of Continued Occupancy," which stated that she had a meeting with "the Manager" scheduled for December 18, 2024 at 9:30 a.m. Compl. ¶ 24, ECF No. 1; *see* Compl. Ex. I, ECF No. 1-10.

- Ms. Mayrant received a hard copy "Inspection Notice" which stated that her unit would be inspected on December 9, 2024. [4] Compl. ¶ 25, ECF No. 1; *see* Compl. Ex. J, ECF No. 1-11.

- On March 6, 2025, NHRA issued a letter to Ms. Mayrant concerning a planned power outage on March 8, 2025. Notice ¶ 3(a), ECF No. 22; *see* Mayrant Decl. ¶ 2, ECF No. 22; Notice Ex. B, ECF No. 22-2.

- On March 25, 2025, Ms. Mayrant discovered a "dense packet" posted on her front door, which included documents concerning the annual recertification of income and household composition that public housing residents must complete in a timely manner. Notice ¶ 3(b), ECF No. 22; *see* Mayrant Decl. ¶ 4, ECF No. 22; Notice Ex. C, ECF No. 22-3.

- On April 1, 2025, Ms. Mayrant received a rent statement for April 2025 in her mail slot. Notice ¶ 3(c), ECF No. 22; *see* Mayrant Decl. ¶ 5, ECF No. 22; Notice Ex. D, ECF No. 22-4. [5] Ms. Mayrant also did not receive electronic copies of her rent statements for the months of July, August, and September 2025. Second Notice ¶ 2, ECF No. 26-1; *see* Mayrant Second Decl. ¶ 2, ECF No. 26-2; Second Notice Ex. A, ECF No. 26-3 (hard copy rent statements for the months of July and September 2025).

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***3** • On July 14 and 16, 2025, NHRA hand-delivered flyers and a letter to its residents, which explained that (1) rental payments could no longer be made through Rentpayment.com; and (2) effective June 30, 2025, all rental payments had to be made "at the site office" or main office until the new online platform was available. Second Notice ¶ 3, ECF No. 26-1; *see* Second Notice Ex. B, ECF No. 26-4. [6]

It is NHRA's custom, practice, and policy to send monthly rent statements to each tenant, which notifies the tenant of their monthly rent, any excess utility charges, any maintenance or services charges, and any other fees assessed to the tenant's account. Compl. ¶ 19, ECF No. 1. Tenants typically receive their monthly rent statements in the last two weeks of the month. *Id.* Ms. Mayrant has only received one timely rent statement by email. [7] *Id.*

Ms. Mayrant received additional envelopes in the mail that she has either misplaced or not opened promptly because she cannot read hard copy notices. *Id.* ¶ 20. Receiving hard copy documents causes Ms. Mayrant great stress and embarrassment because she cannot read them and worries that she is missing something important. *Id.* She sometimes asks her 8-year-old daughter to read notices to her but worries that she will cause stress to her daughter and cannot verify that her daughter reads the notices correctly and completely. *Id.* Ms. Mayrant also often misses envelopes and does not see notices that are put in the mail slot or posted on her door. *Id.* ¶ 21.

On October 31, 2024, LASEV sent a letter to NRHA noting that Ms. Mayrant was continuing to receive hard copy documents, and that NRHA was discriminating against Ms. Mayrant on the basis of her disability by failing to send her electronic copies of all written notices. *Id.* ¶ 22; *see* Compl. Ex. G, ECF No. 1-8. That letter again requested that NHRA comply with the accommodation—that they previously granted in July of 2024—and provide electronic notice of all communications to Ms. Mayrant and LASEV. Compl. ¶ 22, ECF No. 1. It also requested that the October 8, 2024 lease cancellation notice be rescinded and that a tenant ledger [8] be provided to LASEV by email. *Id.* NRHA acknowledged receipt of the letter but still failed to send Ms. Mayrant and LASEV electronic notice of any communication. *Id.* It did not respond to the request to rescind the lease cancellation notice, and it did not provide a ledger as requested. *Id.*

***4** As a result of NHRA's noncompliance, Ms. Mayrant alleges past and continuing damages, including emotional and physical distress, loss of sleep, anxiety, fear, shame, humiliation, and physical pain. *Id.* ¶ 27. She further alleges that NHRA's conduct was undertaken with malice and/or a reckless and wanton disregard for her civil rights. *Id.* ¶ 28.

B. Procedural History

On December 13, 2024, Plaintiff filed a two-count Complaint against Defendant asserting violations of the Fair Housing Act, 42 U.S.C. § 3604, *et seq.* (the "FHA"). Compl., ECF No. 1. Count One alleges constructive denial of reasonable accommodation, in violation of 42 U.S.C. § 3604(f)(3)(B), and Count Two alleges disparate treatment on the basis of disability, in violation of 42 U.S.C. § 3604(f)(2)(A). *Id.* ¶¶ 29–46. On December 18, 2024, Plaintiff served Defendant with the Complaint and Summons. ECF No. 5. Defendant's answer was due on January 8, 2025, and no answer was filed. *See* Fed. R. Civ. P. 12(a).

On January 14, 2025, default was entered against Defendant in this matter. Min. Entry, ECF No. 8. On February 5, 2025, Plaintiff filed her Motion for Default Judgment as to Count One of the Complaint (ECF No. 9) and Memorandum in Support thereof (ECF No. 10). That same day, she also filed her Motion for Preliminary Injunction as to Count One of the Complaint (ECF No. 11) and Memorandum in Support thereof (ECF No. 12). [9]

Fifteen days later, on February 20, 2025, Defendant filed its Motion for Leave to File Out of Time (ECF No. 14), as well as its Motion to Vacate Default and in the alternative, a Request for a Hearing on Damages (ECF No. 15) and a Memorandum in Support thereof (ECF No. 16). Because the Court must necessarily vacate the default in order to allow Defendant to file its Answer out of time, the Court construes both motions to be seeking the same relief.

On February 26, 2025, Plaintiff filed a reply to Defendant's Motions. Reply, ECF No. 17. The Motions (ECF Nos. 9, 11, 14, 15) are ripe for adjudication. [10]

II. LEGAL STANDARDS

A. Federal Rule of Civil Procedure 55

Federal Rule of Civil Procedure 55 provides a two-step process for obtaining a default judgment. Fed. R. Civ. P. 55. First, Rule 55(a) requires the clerk to enter a party's default when that party "has failed to file a responsive pleading 'or otherwise defend' the action within the applicable time limit." *Transp. Dist. Comm'n of Hampton Roads v. U.S. Workboats, Inc.*, No. 2:21cv181, 2021 WL 8445262, at *2 (E.D. Va. Sept. 17, 2021) (citing Fed. R. Civ. P. 55(a)). The entry of default prevents the defaulting party from answering or otherwise responding to the lawsuit unless the party can successfully set aside the default. Fed. R. Civ. P. 55(c).

***5** Second, the party not in default must move for a default judgment. Fed. R. Civ. P. 55(b). Unlike an entry of default, which only recognizes a party's failure to plead or otherwise defend the action, a default judgment determines the parties' rights and remedies. Rule 55(b)(1) provides that a clerk may enter a default judgment if the plaintiff's claim is "for a sum certain or a sum that can be made certain by computation[.]" Fed. R. Civ. P. 55(b)(1). "A plaintiff's assertion of a sum in a complaint does not make the sum 'certain' unless the plaintiff claims liquidated damages." *Monge v. Portofino Ristorante*, 751 F. Supp. 2d 789, 794 (D. Md. 2010). Rule 55(b)(2) provides that a party must apply to the court for a default judgment if the plaintiff's claim is not for a sum certain. Fed. R. Civ. P. 55(b)(2).

B. Setting Aside the Default

Under Rule 55(c) of the Federal Rules of Civil Procedure, "[t]he court may set aside an entry of default for good cause[.]" Fed. R. Civ. P. 55(c). "The disposition of motions made under Rule 55(c) ... is a matter which lies largely within the discretion of the trial judge[.]" *Consol. Masonry & Fireproofing, Inc. v. Wagman Constr. Corp.*, 383 F.2d 249, 251 (4th Cir. 1967). Although the decision is discretionary, the Fourth Circuit has provided several factors to guide the determination of whether good cause exists. Specifically, a court should consider "whether the moving party has a meritorious defense, whether it acts with reasonable promptness, the personal responsibility of the defaulting party, the prejudice to the party, whether there is a history of dilatory action, and the availability of sanctions less drastic." *Payne ex rel. Estate of Calzada v. Brake*, 439 F.3d 198, 204–05 (4th Cir. 2006). The criteria must be "liberally construed in order to provide relief from the onerous consequences of defaults and default judgments." *Lolatchy v. Arthur Murray, Inc.*, 816 F.2d 951, 954 (4th Cir. 1987) (citation omitted). The Fourth Circuit has "repeatedly expressed a strong preference that, as a general matter, defaults be avoided and that claims and defenses be disposed of on their merits." *Colleton Preparatory Acad., Inc. v. Hoover Universal, Inc.*, 616 F.3d 413, 417 (4th Cir. 2010).

C. Default Judgment Standard

A district court has discretion to decide whether to grant a motion for default judgment. *See* *United States v. Moradi*, 673 F.2d 725, 727 (4th Cir. 1982). After an entry of default, well-pleaded allegations of fact are construed as admitted. *Ryan v. Homecomings Fin. Network*, 253 F.3d 778, 780 (4th Cir. 2001). The court may grant default judgment when the well-pleaded allegations in the complaint support the relief sought by the plaintiff. *Id.* Although the Fourth Circuit has a "strong policy that cases be decided on the merits ... the court should grant default judgment when the adversary process has been halted because of an essentially unresponsive party." *Alstom Power, Inc. v. Graham*, No. 3:15cv174, 2016 WL 354754, at *1 (E.D. Va. Jan. 27, 2016) (internal quotation marks and citations omitted).

D. Monetary Relief

After a court grants default judgment, the court must determine appropriate relief. Unlike factual allegations, which may be taken as true, the court "does not automatically deem admitted the amount of damages." *Id.* at *2 (citing Fed. R. Civ. P. 8(b)(6)

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("An allegation—other than one relating to the amount of damages—is admitted if a responsive pleading is required and the allegation is not denied.")). "Damages must be proven, and a court maintains discretion over how the amount of damages may be appropriately shown." *U.S. Workboats, Inc.*, 2021 WL 8445262, at *4 (citing *JTH Tax, Inc. v. Geraci*, No. 2:14cv236, 2014 WL 4955373, at *7 (E.D. Va. Oct. 2, 2014)). The court may award damages without a hearing if the record supports the relief requested. *See JTH Tax, Inc. v. Smith*, No. 2:06cv76, 2006 WL 1982762, at *2 (E.D. Va. June 23, 2006).

E. Injunctive Relief

***6** To obtain a permanent injunction, a plaintiff must first demonstrate "actual success" on the merits. *Mayor of Baltimore v. Azar*, 973 F.3d 258, 274 (4th Cir. 2020) (citing *Amoco Prod. Co. v. Vill. of Gambell*, 480 U.S. 531, 546 n.12, 107 S.Ct. 1396, 94 L.Ed.2d 542 (1987)). Next, a plaintiff must satisfy a four-factor test, demonstrating: "(1) that it has suffered an irreparable injury; (2) that remedies available at law, such as monetary damages, are inadequate to compensate for that injury; (3) that, considering the balance of hardships between the plaintiff and defendant, a remedy in equity is warranted; and (4) that the public interest would not be disserved by a permanent injunction." *Monsanto Co. v. Geertson Seed Farms*, 561 U.S. 139, 156, 130 S.Ct. 2743, 177 L.Ed.2d 461 (2010) (quoting *eBay Inc. v. MercExchange, LLC*, 547 U.S. 388, 391, 126 S.Ct. 1837, 164 L.Ed.2d 641 (2006)).

III. ANALYSIS

A. Defendant's Motions to Set Aside Default and File Late Answer [11]

Defendant asks the Court to set aside the entry of default and allow it to file a late answer. Mot. Vacate Default, ECF No. 15; Mot. Leave, ECF No. 14. In its Motion for Leave to File Answer Out of Time, Defendant cites the applicable standard for an extension of time under Federal Rule of Civil Procedure 6(b). Mot. Leave at 2, ECF No. 14. In its Motion to Vacate Default, Defendant acknowledges that the standard for setting aside an entry of default is set forth in Federal Rule of Civil Procedure 55(c) but fails to properly address the factors set forth by the Fourth Circuit for Rule 55(c) motions. Mot. Vacate Default at 1, ECF No. 15; *see generally* Mem. Supp. Mot. Vacate Default, ECF No. 16. Though Defendant confuses the applicable standard, "the higher Rule 55(c) standard for setting aside an entry of default controls." *Orr v. Keystone RV Co.*, No. 3:23cv815, 2024 WL 4045453, at *2 (E.D. Va. Sept. 4, 2024) (citing *Wards Corner Beauty Acad. v. Nat'l Accrediting Comm'n of Career Arts & Scis.*, No. 2:16cv639, 2017 WL 11509751, at *1 (E.D. Va. Sept. 19, 2017)).

First, the Court considers whether Defendant has established a meritorious defense. "[A]ll that is necessary to establish the existence of a 'meritorious defense' is a presentation or proffer of evidence, which, if believed, would permit either the Court or the jury to find for the defaulting party." *Moradi*, 673 F.2d at 727 (citing *Central Operating Co. v. Util. Workers of America*, 491 F.2d 245, 252 n.8 (4th Cir. 1974)). Although the "burden for proffering a meritorious defense is not onerous," the defaulting party must "allege specific facts beyond simple denials or conclusionary statements." *Pinpoint IT Servs., LLC v. Atlas IT Exp. Corp.*, 812 F. Supp. 2d 710, 724 (E.D. Va. 2011) (cleaned up) (citation omitted). In other words, the defaulted party must set forth a "satisfactory explanation of the merits of the defense." *Consol. Masonry & Fireproofing, Inc.*, 383 F.2d at 252; *see also Bank of Southside Va. v. Host & Cook, LLC*, 239 F.R.D. 441, 445 (E.D. Va. 2007) (noting that the defaulting party must show, "by some amount of evidence, not by mere assertion, that it has a viable defense or counterclaim."). Indeed, this court has stated that this factor is "vital to the analysis ... [because w]here no meritorious defense exists, it makes little sense to set aside the entry of default, as doing so would merely delay the inevitable." *Pinpoint IT Servs., LLC*, 812 F. Supp. 2d at 724 (citation omitted). This is because the "underlying concern ... is whether there is some possibility that the outcome after a full trial will be contrary to the result achieved by the default." *Augusta Fiberglass Coatings, Inc. v. Fodor Contracting Corp.*, 843 F.2d 808, 812 (4th Cir. 1988) (cleaned up) (citation omitted).

***7** Here, Defendant has supplemented its Motion for Leave to File Out of Time with its proposed Answer and Affirmative Defenses. *See* Proposed Answer, ECF No. 14-2. Therein, Defendant does not put forth a single allegation that allows the Court to infer that it has a meritorious defense to Ms. Mayrant's failure-to-accommodate claim. Rather, Defendant's proposed Answer amounts to nothing more than "general denials and boiler-plate language regarding [allegedly] applicable defenses[.]" *Prescott*

v. MorGreen Solar Sols., LLC, 352 F. Supp. 3d 529, 536 (E.D.N.C. 2018). Defendant repeatedly "denies any and all allegations of wrongdoing," Proposed Answer ¶¶ 4, 13–14, 16–19, 22, 23, 26, ECF No. 14-2, but this is not sufficient to constitute a meritorious defense. Nor does Defendant set forth any factual allegations in its briefing that would allow the Court to infer that it has a potentially meritorious defense to Plaintiff's claims. NHRA claims that it is seeks to "refute the allegations made by Plaintiff's Complaint," Mem. Supp. Mot. Vacate Default at 5, ECF No. 16, but such statement falls woefully short of establishing a meritorious defense. Therefore, this factor weighs against setting aside the entry of default.

The second factor is the reasonable promptness of the Defendant's response to the complaint. "Whether a party has taken 'reasonably prompt' action, of course, must be gauged in light of the facts and circumstances of each occasion." *Moradi*, 673 F.2d at 727. Here, Defendant moved to set aside the default 37 days after it was entered. It makes no effort to explain its delay; rather, it states that its Senior Executive Assistant to the Executive Director, Ms. Powell, who accepted service on Defendant's behalf on December 18, 2024, "inadvertently failed to notify anyone at the company that it had been served with the Complaint." Mem. Supp. Mot. Vacate Default at 5, ECF No. 16. Therefore, Defendant claims that it was "not properly aware of the suit until it received a copy of the Motion for Default Judgment [on February 6, 2025]." *Id.* Even so, Defendant still did not retain counsel until February 11, 2025, and it did not move to set aside the default until February 20, 2025. *Id.* Considering these facts, this factor also weighs against setting aside the default.

The Court next considers Defendant's personal responsibility for the default. "Courts have discretion to deny setting aside entry of default when the party's default was ... the result of negligence." *Pinpoint IT Servs., LLC*, 812 F. Supp. 2d at 726 (citation omitted). "[T]he Court may consider whether the negligence was excusable in determining whether to set aside entry of default." *Id.* The focus is on whether Defendant is "ultimately responsible for its failure to answer [the] Complaint in a timely manner." *Id.* Here, Defendant's Senior Executive Assistant to the Executive Director, Ms. Powell, accepted service on Defendant's behalf but "inadvertently failed to [ ] notify anyone." Mem. Supp. Mot. Vacate Default at 5, ECF No. 16. Defendant asserts that Ms. Powell's negligence constitutes "excusable neglect" but fails to provide any argument in support of that conclusory assertion. Moreover, NHRA does not contest that service was properly effected, or provide any explanation, whatsoever, as to how or why such "excusable neglect" could occur.

Even more troubling, Plaintiff's counsel provided a courtesy copy of Plaintiff's Complaint directly to attorneys who regularly represent NHRA via email on December 13, 2024. *See* Mem. Supp. Default J. Ex. A, ECF No. 10-1. In that same email, Plaintiff's counsel noted that they "expect service of process to be effectuated by the end of next week or so." *Id.* NHRA did not respond to that email, but later acknowledged receipt of the same on February 6, 2025. Reply Ex. A, ECF No. 17-1 (NHRA's counsel stating that she "did receive the courtesy copy [of the Complaint] that your office had emailed to us when you first field [sic] the Complaint."). To make matters even more clear, Plaintiff's counsel emailed NHRA officials on December 18, 2024, to inquire if Ms. Mayrant's Grounds to Appear was still scheduled as planned, considering her pending litigation against NHRA. Mem. Supp. Default J. Ex. B, ECF No. 10-2. That same day, Plaintiff's counsel received a response, with NHRA's Executive Director copied, explaining that the meeting was cancelled. *Id.* This email chain further underscores that high-ranking NHRA officials, including its Executive Director, had actual or constructive notice of this lawsuit as early as December 18, 2024, and still failed to take any action. The Court finds that this factor cuts strongly against setting aside the default.

***8** The next factor is the potential prejudice to Plaintiff. Delay in and of itself does not constitute prejudice. *See, e.g., Shandong Reltex Leihua, Co. v. Ison Int'l LLC*, No. 2:22cv57, 2023 WL 8586381, at *5 (E.D. Va. Jan. 30, 2023) (citation omitted). Here, Plaintiff concedes that this factor "is either neutral or weights slightly in favor of granting NRHA's motion to set aside the entry of default." Reply at 11, ECF No. 17. The Court finds at least minimal prejudice to Plaintiff, however, considering that Plaintiff suffered increased litigation costs because of Defendant's default.

Next, the Court considers whether Defendant has a history of dilatory action. Plaintiff again concedes that this factor weighs in favor of setting aside the entry of default. Reply at 12, ECF No. 17. There is no history of dilatory action in the proceeding, as NRHA only recently entered its appearance.

Finally, the Court considers the availability of sanctions less drastic than default. Plaintiff concedes that this factor also weighs in favor of setting aside the entry of default. Reply at 12, ECF No. 17. In lieu of entering a default, the Court could order Defendant to pay Plaintiff's costs and expenses relating to litigating the instant motions or preclude Defendant from contesting some elements of Plaintiff's claims. Therefore, this factor weighs in favor of setting aside the entry of default.

* * *

In sum, the meritorious defense, reasonable promptness, and personal responsibility factors all cut against setting aside the entry of default. Only two, less important factors—history of dilatory action and availability of less drastic sanctions—favor setting aside the entry of default. The final factor, prejudice, is neutral. Considering all factors together, the Court finds setting aside the entry of default inappropriate and declines to grant Defendant's Motion to Set Aside Default or Defendant's Motion to File Late Answer.

B. Plaintiff's Motion for Default Judgment

Plaintiff has satisfied Rule 55(a)'s requirement for requesting an entry of default, and the Clerk of Court entered a notice of default as to NHRA on January 14, 2025. ECF No. 8. In her Motion for Default Judgment, Plaintiff requests that the Court grant default judgment only on her failure-to-accommodate claim (Count One). Mot. Default J. at 1, ECF No. 9. Plaintiff seeks $250,000 in compensatory damages, $400,000 in punitive damages, a permanent injunction, and attorney's fees and costs. *Id.* The Court reviews the Complaint (ECF No. 1) to determine if the well-pleaded allegations support the relief sought.

1. The Court has jurisdiction over this matter, and service of process was proper.

As an initial matter, the Court has subject-matter jurisdiction over this matter under federal question jurisdiction. 28 U.S.C. § 1331 (stating that "[t]he district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States."). In the instant case, Plaintiff brings her claims pursuant to the FHA, 42 U.S.C. § 3613.

Second, the Court finds that it has personal jurisdiction over Defendant. In a civil action, personal jurisdiction requires either (1) specific jurisdiction "based on conduct connected to the suit" or (2) general jurisdiction based on "continuous and systematic" activities in the forum state. *Tire Eng'g & Distrib., LLC v. Shandong Linglong Rubber Co. Ltd.*, 682 F.3d 292, 301 (4th Cir. 2012) (quoting *ALS Scan, Inc. v. Digit. Serv. Consultants, Inc.*, 293 F.3d 707, 711 (4th Cir. 2002)). Here, the Court has personal jurisdiction over Defendant because it operates and does business in Norfolk, Virginia, and the alleged misconduct occurred in Virginia. Compl. ¶¶ 6, 8–9, ECF No. 1.

***9** Third, the Court agrees that venue is proper. A civil action may be brought in "a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred ..." 28 U.S.C. § 1391(b)(2). Here, the dispute giving rise to Ms. Mayrant's claims occurred within this judicial district. Therefore, venue is proper.

Fourth, the Court finds that Plaintiff properly served Defendant in accordance with Federal Rule of Civil Procedure 4(j)(2)(A) and Virginia state law. On December 18, 2024, Defendant was served with a copy of the Complaint and Summons by a private process server. ECF No. 5. A registered agent—Defendant's Senior Executive Assistant to the Executive Director, Ms. Powell —accepted service. *Id.* Indeed, Defendant does not contest that it was properly served. Therefore, service was proper.

2. Plaintiff has adequately pleaded her failure to accommodate claim to support default judgment.

To support a claim for failure to accommodate, in violation of the FHA, a plaintiff must first show that the defendant expressly or constructively denied her request for an accommodation. *Scoggins v. Lee's Crossing Homeowners Ass'n*, 718 F.3d 262, 272

(4th Cir. 2013) (citing *Groome Res. Ltd. Parish of Jefferson*, 234 F.3d 192, 199 (5th Cir. 2000)). Once this prerequisite is satisfied, the plaintiff must establish that she has a disability and that she requested an accommodation that is "(1) reasonable and (2) necessary (3) to afford handicapped persons equal opportunity to use and enjoy housing." *Bryant Woods Inn, Inc. v. Howard Cnty., Md.*, 124 F.3d 597, 603–04 (4th Cir. 1997); *see also* *Scoggins*, 718 F.3d at 272. There is no requirement to prove discriminatory intent, *Evans v. ForKids, Inc.*, 306 F. Supp. 3d 827, 836–37 (E.D. Va. 2018), or exhaustion of administrative remedies, *Bryant Woods Inn, Inc.*, 124 F.3d at 601.

a. Constructive Denial

Plaintiff has adequately pleaded her failure-to-accommodate claim. First, she alleges that NHRA constructively denied her accommodation request by neither implementing it, nor meaningfully engaging with her request, for approximately one year and counting. Although Ms. Mayrant's accommodation request was formally granted, it was never implemented. Therefore, Ms. Mayrant has been harmed in the same manner as she would be if her accommodation was actually denied, and her accommodation was effectively denied. *See, e.g.,* *Groome Res. Ltd., LLC*, 234 F.3d at 199 (finding that an unjustified failure to act for over three months on an accommodation request could constitute constructive denial); *Bhogaita v. Altamonte Heights Condo. Ass'n Inc.*, 765 F.3d 1277, 1286–87 (11th Cir. 2014) (finding that where the defendant had sufficient information to grant accommodation, its claim that it was "meaningful[ly] review[ing]" the request for more than six months was discredited).

b. Disability

Having satisfied the prerequisite, the Court turns to whether Plaintiff has plausibly alleged that she has a disability and finds this requirement easily satisfied. Under the FHA, an individual has a "handicap"—that is, a disability—when she either, "(1) [has] a physical or mental impairment which substantially limits one or more of such person's major life activities, (2) [has] a record of having such an impairment, or (3) [is] ... regarded as having such an impairment[.]" 42 U.S.C. § 3602(h). Ms. Mayrant is legally blind and therefore has a physical impairment which substantially limits her major life activities. Compl. ¶¶ 1, 11–12, 31, ECF No. 1; *see, e.g.,* *Runnebaum v. NationsBank of Md., N.A.*, 123 F.3d 156, 166 n.5 (4th Cir. 1997) (recognizing that some conditions, like blindness, will "always constitute impairments that substantially limit the major life activities of the afflicted individual.").

c. Equal Opportunity

***10** Next, Ms. Mayrant plausibly alleges that her requested accommodation—that all notices and written communications from NRHA be provided to her by email—affords her an equal opportunity to use and enjoy her housing. She is not requesting a benefit unavailable to those who are not legally blind; rather, she requests this accommodation so that she can have an equal opportunity to receive all notices, just like every other NHRA resident.

d. Necessary

Plaintiff also plausibly alleges that her requested accommodation is necessary, as it allows her to apprise herself of important and general information about her use and enjoyment of her home. A plaintiff may show that their requested accommodation is necessary by showing that the requested accommodation "direct[ly] ameliorat[es]" the effects of a person's disability. *Bryant Woods, Inc.*, 124 F.3d at 604. First, by formally granting the requested accommodation, NHRA acknowledged that it was reasonable and necessary. Moreover, Ms. Mayrant plausibly alleges that her blindness prevents her from reading hard copy notices concerning the use and enjoyment of her home. Her requested accommodation—that all notices and written

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communications from NRHA be provided to her and her counsel via email—would plainly and directly ameliorate the effects of her blindness.

e. Reasonable

Lastly, Plaintiff has plausibly alleged that her requested accommodation is reasonable, as it neither imposes an undue burden nor fundamentally alters NHRA's business. An accommodation is reasonable if it neither imposes "undue financial and administrative burdens," nor fundamentally alters the program's nature. *Bryant Woods Inn, Inc.*, 124 F.3d at 604 (quoting *Se. Cmty. Coll. v. Davis*, 442 U.S. 397, 412, 99 S.Ct. 2361, 60 L.Ed.2d 980 (1979)). Again, as noted above, by formally granting the requested accommodation, NHRA acknowledged that it was reasonable and necessary. In any event, the Court finds that any administrative and financial costs associated with providing electronic notice of any hard copy documents are de minimus, and thus do not present an undue burden. Nor would granting Plaintiff's requested accommodation "fundamentally alter" NHRA's business of leasing, owning, and managing properties for low-income tenants. As such, Ms. Mayrant has plausibly alleged each element of her failure-to-accommodate claim.

3. Plaintiff has satisfied the requirements for default judgment.

"The entry of default does not automatically entitle a party to a default judgment." *U.S. Workboats, Inc.*, 2021 WL 8445262, at *2. A court reviewing a motion for default judgment must consider the following factors:

(1) the amount of money potentially involved;

(2) whether material issues of fact or issues of substantial public importance are at issue;

(3) whether the default is largely technical;

(4) whether plaintiff has been substantially prejudiced by the delay involved; ...

(5) whether the grounds for default are clearly established or are in doubt ... [;]

(6) how harsh an effect a default judgment might have; or

(7) whether the default was caused by a good-faith mistake or by excusable or inexcusable neglect on part of the defendant.

EMI April Music, Inc. v. White, 618 F. Supp. 2d 497, 506 (E.D. Va. 2009) (quoting 10A Charles Alan Wright, Arthur R. Miller & Mary Kay Kane *Et Al.*, Federal Practice and Procedure: Civil § 2685 (3d ed.)); *see also* *Lolatchy*, 816 F.2d at 953.

First, the amount of money requested weighs against the entry of a default judgment. The money requested—$250,000 in compensatory damages, plus $400,000 in punitive damages and attorney's fees and costs—is significant. Because of this significant sum, this factor weighs against a default judgment.

***11** Second, the absence of issues of disputed material fact and issues of substantial public importance weighs in favor of a default judgment. Defendant's boilerplate defenses, as discussed above, are not substantive opposition to the material facts set forth by Plaintiff in her Complaint. Facts taken as admitted from the Complaint show that Defendant failed to reasonably accommodate Plaintiff's disability, even after it formally granted her requested accommodation. Defendant has not contested this important fact. This is a civil rights claim between a governmental entity and a private party. For that reason, it is not of such substantial importance that it cannot be decided on default. This factor weighs in favor of granting default judgment.

Third, the default is not merely technical in nature. This weighs in favor of granting default judgment. The Clerk entered default on January 14, 2025, and Plaintiff filed the instant Motion for Default Judgment on February 5, 2025. ECF Nos. 8, 9. Defendant did not file anything on the docket until February 20, 2025, approximately 35 days after default was entered and 15 days after Plaintiff moved for default judgment. ECF Nos. 14, 15. More importantly, as discussed *supra*, Defendant has not established that setting aside the default is appropriate. Therefore, this factor weighs in favor of granting default judgment.

Fourth, Plaintiff has been prejudiced by Defendant's delay, which weighs in favor of default judgment. Defendant received notice addressing its violation of Plaintiff's civil rights as early as October 8, 2024. *See* Compl. ¶ 16, ECF No. 1. Plaintiff, through counsel, provided Defendant with numerous opportunities to cure this issue before pursuing litigation. Defendant did not make any attempt, whatsoever, to comply with the accommodation that it had already purportedly granted. Then, after Plaintiff filed its Complaint on December 13, 2024, Defendant still took no action. Plaintiff's Notices of Supplementary Evidence (ECF Nos. 22, 26-1) show that Defendant continues to violate Plaintiff's rights, despite the pendency of this lawsuit. This factor weighs in favor of granting default judgment.

Fifth, the grounds of default have been established, and this weighs in favor of default judgment. There is no doubt that default has occurred, and it is inappropriate to set aside the default in these circumstances.

Sixth, the relief requested is significant, but not harsh when viewed in light of the opportunities presented to Defendant to cure the violation. Defendant was provided with an early notice of the civil rights violation at issue. It received multiple additional notices. Yet, it made no effort to comply, despite formally granting the requested accommodation. There appears to be willful refusal by Defendant to provide the requested accommodation. Moreover, the Court will hold a hearing, as discussed *infra*, to determine the appropriate amount of damages.

Seventh and lastly, there is no indication that this default was caused by a good-faith mistake or mere neglect by Defendant. Plaintiff provided Defendant with a courtesy copy of its Complaint, as well as a courtesy notice of its filing of the Motion for Default Judgment and Motion for Preliminary Injunction. In addition, Defendant does not deny that it was properly served, and provides no reason whatsoever, beyond "inadvertent failure," for not responding to the Complaint in a timely manner. After the entry of default was filed on January 14, 2025, and the Motion for Default Judgment was filed on February 5, 2025, Defendant *still* did not file anything on the docket for 15 additional days. Plaintiff did more than what is required to provide Defendant notice of her lawsuit. The Court finds that Defendant's default is not due to good faith mistake or neglect. This factor weighs in favor of granting default judgment. Because six of the seven factors weigh in favor of default judgment, the Court finds that default judgment as to Count One is warranted.

4. Relief

***12** After finding that default judgment is warranted, a court must determine appropriate relief. The Court will first consider Plaintiff's request for a permanent injunction, followed by her request for monetary relief.

a. Permanent Injunction

Plaintiff has satisfied the requirements to warrant a permanent injunction. As an initial matter, she has prevailed on the merits, and the Court therefore turns to whether she has demonstrated "(1) that it has suffered an irreparable injury; (2) that remedies available at law, such as monetary damages, are inadequate to compensate for that injury; (3) that, considering the balance of hardships between the plaintiff and defendant, a remedy in equity is warranted; and (4) that the public interest would not be disserved by a permanent injunction." *Monsanto Co.*, 561 U.S. at 156–57, 130 S.Ct. 2743.

First, Ms. Mayrant has demonstrated irreparable injury and the inadequacy of available remedies at law. Where, as here, a plaintiff shows that the defendant violated a statute that authorizes injunctive relief, irreparable harm may be presumed. *E.g., Env't Def. Fund, Inc. v. Lamphier*, 714 F.2d 331, 338 (4th Cir. 1983) ("Where a statute authorizes injunctive relief for its enforcement, plaintiffs need not plead and prove irreparable injury."); *see also Gresham v. Windrush Partners, Ltd.*, 730 F.2d 1417, 1423 (11th Cir. 1984) (same in an FHA case). Therefore, because Plaintiff has plausibly alleged that Defendant violated the FHA, and because the FHA authorizes injunctive relief, irreparable harm is presumed.

Presumption aside, Plaintiff has pleaded and demonstrated irreparable injury. She has pleaded that her visual impairment and the lack of electronic notice to her and to her counsel make it likely that she will miss important information related to her housing, which could lead to termination notices and possibly even eviction. The prospect of losing one's home, and the intangible harms associated with homelessness, is an irreparable injury for which there is no adequate remedy at law. *E.g., Sinisgallo v. Town of Islip Hous. Auth.*, 865 F. Supp. 2d 307, 328 (E.D.N.Y. 2012) (finding that threat of eviction satisfies requirement for irreparable harm); *Johnson v. Macy*, 145 F. Supp. 3d 907, 919 (C.D. Cal. 2015) (same). Plaintiff has also pleaded emotional distress injuries which cannot be calculated with mathematical precision, and therefore, the remedy at law for such an injury is inadequate. *See, e.g., United States v. Matusoff Rental Co.*, 494 F. Supp. 2d 740, 756 (S.D. Ohio 2007) (awarding damages for emotional distress in FHA case, but nevertheless finding irreparable harm and inadequacy of legal remedies since such awards are difficult to calculate); *Safeway Inc. v. CESC Plaza Ltd. P'ship*, 261 F. Supp. 2d 439, 469 (E.D. Va. 2003) ("[S]howing that the harm suffered will be irreparable by the award of monetary damages is a common means of showing that the legal damages remedy is inadequate.") (citation omitted). Lastly, Plaintiff, through counsel, attempted on numerous occasions to achieve voluntary compliance, and Defendant's noncompliance continues to this day. Plaintiff has therefore demonstrated that, absent an injunction, Defendant may very well continue violating her rights. *See, e.g., Reyazuddin v. Montgomery Cnty., Md.*, 754 F. App'x 186, 192 (4th Cir. 2018) ("An injunction is proper if there exists some cognizable danger of recurrent violation.") (internal quotation marks and citation omitted). Therefore, Plaintiff has adequately pleaded irreparable injury and the inadequacy of available remedies at law.

***13** Second, the balance of hardships between the parties and the public interest also favor granting the injunction. NHRA has already agreed to the requested accommodation, and as discussed *supra*, the requested accommodation is reasonable and would not impose any undue financial or administrative hardship on Defendant. For Plaintiff, in contrast, failure to grant the injunction would continue to deny her of an accommodation to which she is entitled by law. She also faces the risk of losing her housing. And, the public interest is served by enforcing the FHA's aim of eradicating discriminatory housing practices. *See, e.g., Meyer v. Holley*, 537 U.S. 280, 290, 123 S.Ct. 824, 154 L.Ed.2d 753 (2003) (finding that the FHA serves an "overriding societal priority.").

In sum, Plaintiff has met the factors to demonstrate that a permanent injunction is warranted. Therefore, Plaintiff's request for a permanent injunction is granted.

b. Damages

Plaintiff requests compensatory damages amounting to $250,000. She also seeks $400,000 in punitive damages and attorney's fees and costs. While Plaintiff sets forth affidavits discussing her emotional damages, the Court finds that it does not have enough information, at this juncture, to determine the appropriate amount of compensatory damages. Plaintiff additionally provides a legal basis for punitive damages, but again, the Court requires additional information to determine the appropriate value of such damages. Lastly, Plaintiff provides no information from which the Court can determine the appropriate amount of attorney's fees and costs.

Therefore, this Court is unable to determine appropriate monetary relief. As a result, the amount of this Judgment is to be determined. Plaintiff is **ORDERED** to file a brief addressing, in detail, the basis for the damages it seeks, attaching all relevant documentation, and describing the legal basis for the request. Such brief shall also address Plaintiff's request for attorney's

fees and costs. It shall be filed within thirty (30) days of the date of this Order. Defendant **SHALL** file a response brief addressing Plaintiff's request for damages, documentation, and argument, as well as Plaintiff's request for attorney's fees and costs. Defendant's response brief shall be filed within twenty (20) days of receiving Plaintiff's filing. Upon receipt and review of the briefs, the Court will determine if a hearing is necessary and issue an order addressing the monetary relief awarded to Plaintiff.

IV. CONCLUSION

For the foregoing reasons, Plaintiff's Motion for Default Judgment (ECF No. 9) is **GRANTED as to Count One** and **DEFERRED as to monetary relief**, Plaintiff's Motion for Preliminary Injunction (ECF No. 11) is **DISMISSED as moot**, Defendant's Motion for Leave to File Out of Time (ECF No. 14) is **DENIED**, and Defendant's Motion to Vacate Default and Request for a Hearing on Damages (ECF No. 15) is **DENIED in part** and **DEFERRED in part**.[12] Plaintiff's Second Motion for Leave to File Supplementary Evidence (ECF No. 26) is **GRANTED**. The Clerk is **REQUESTED** to forward a copy of this Order to counsel of record for all parties.

IT IS SO ORDERED.

All Citations

--- F.Supp.3d ----, 2025 WL 2738859

Footnotes

1 Also before the Court are Plaintiff's Second Motion for Leave to File Supplementary Evidence (ECF No. 26) and a Memorandum in Support thereof (ECF No. 27), as well as Defendant's objection to the same (ECF No. 28) and Plaintiff's reply (ECF No. 29). "Leave should be freely given to supplement the record at the Court's discretion, unless there is a risk of prejudice, undue delay, trial inconvenience, futility, or bad faith." *Pool Scouts Franchising, LLC v. Stuart Rd. Corp.*, No. 2:24cv239, 2025 WL 961675, at *4 (E.D. Va. Mar. 31, 2025) (citing *Slay's Restoration, LLC v. Wright Nat'l Flood Ins. Co.*, No. 4:15cv140, 2016 WL 4257039, at *2 (E.D. Va. Aug. 10, 2016)). Accordingly, Plaintiff's Second Motion for Leave to File Supplementary Evidence (ECF No. 26) is **GRANTED**, and Plaintiff's Second Notice of Supplementary Evidence (ECF No. 26-1), Plaintiff's Second Declaration (ECF No. 26-2), and accompanying exhibits A and B (ECF Nos. 26-3, 26-4) are properly considered herein.

2 By virtue of Defendant's default, Defendant admits Plaintiff's well-pleaded allegations of fact, which will provide the basis for the default judgment. *See In Re: "Paysage Bords De Seine"*, No. 1:13cv347, 2013 WL 12099660, at *1 (E.D. Va. July 29, 2013) (citing *Ryan v. Homecomings Fin. Network*, 253 F.3d 778, 780 (4th Cir. 2001)). As such, the Court accepts Plaintiff's well-pleaded allegations as fact for the purposes of adjudicating her Motion for Default Judgment (ECF No. 9). *See generally* Compl. ¶¶ 1–28, ECF No. 1.

3 NHRA, *About Us*, https://nrha.us/about/ (last accessed Sept. 21, 2025).

4 The inspection was actually conducted on December 10, 2024, without notice to Ms. Mayrant or LASEV. Compl. ¶ 26, ECF No. 1. During the inspection, Ms. Mayrant was asked to sign a form, despite not being able to read it. She alleges that she signed the form because "she was embarrassed and was told that signing [the form] would confirm the inspection was conducted." *Id.*

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5 Ms. Mayrant eventually received an electronic copy of her April 2025 rent statement on April 15, 2025, after her counsel alerted NHRA's counsel of this instance of noncompliance. Notice ¶ 3(c), ECF No. 22.

6 Ms. Mayrant did not receive this letter or flyer by email; she also does not allege that she received a physical copy of these documents. *See generally* Second Notice, ECF No. 26-1.

7 By Notice filed May 22, 2025, Plaintiff's counsel informed the Court that Ms. Mayrant received an electronic rent statement for the month of March 2025 on February 27, 2025. Notice ¶ 1, ECF No. 22; *see* Notice Ex. A, ECF No. 22-1. As noted above, Ms. Mayrant also received an untimely electronic rent statement for the month of April 2025 on April 15, 2025. Notice ¶ 3(c), ECF No. 22.

8 A tenant ledger records "daily transactions between each tenant and the management[.]" *Real Estate Investor's Deskbook* § 10:43 (3d ed. 2025). "[T]he tenant ledger is a historical reference for all completed transactions. Ledgers should include space to record such information as complaints and unresolved problems." *Id.*

9 On February 6, 2025, Plaintiff served Defendant with these filings, by private process server to NHRA's Executive Director and by email to NHRA's general counsel. ECF No. 13.

10 On March 4, 2025, Plaintiff filed a Notice indicating that the parties conferred about the need for a hearing on the Motions. Notice, ECF No. 18. Defendant requests a hearing on (1) Plaintiff's Motion for Default Judgment (ECF No. 9); (2) Defendant's Motion to Vacate Default (ECF No. 15); and (3) Plaintiff's Motion for a Preliminary Injunction (ECF No. 11). *Id.* Plaintiff submits that a hearing on the aforementioned motions is unnecessary. *Id.*

11 As noted *supra*, because the Court must necessarily vacate the default in order to allow Defendant to file its Answer out of time, the Court construes both of Defendant's motions (ECF Nos. 14, 15) to be seeking the same relief.

12 The Clerk is **DIRECTED** to administratively terminate the motions (ECF Nos. 9, 15). Upon receipt of the requested briefing, the Court will determine if a hearing is necessary, and enter final Judgment in this matter.

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