

UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF VIRGINIA  
Norfolk Division

RAHSHEDA SCOTT,

*Plaintiff,*

v.

VIRGINIA BEACH DEPARTMENT OF  
HOUSING AND NEIGHBORHOOD  
PRESERVATION, a political subdivision of  
the Commonwealth; RUTH D. HILL, in her  
personal and official capacity as the  
Executive Director of VIRGINIA BEACH  
DEPARTMENT OF HOUSING AND  
NEIGHBORHOOD PRESERVATION,

*Defendants.*

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

**COMPLAINT**

Plaintiff, Rahsheda Scott (“Ms. Scott”), by counsel, hereby pleads as follows against Defendant, Virginia Beach Department of Housing and Neighborhood Preservation (“DHNP”), and Ruth D. Hill (“Ms. Hill” or “Executive Director”), in her personal and official capacity as Director of DHNP (collectively, “Defendants”):

**PRELIMINARY STATEMENT**

1. Ms. Scott is a longtime participant in the Section 8 Housing Choice Voucher Program (“HCV Program”) administered by DHNP. Ms. Scott lives with serious physical and mental health conditions that make it difficult for her to manage complex paperwork and stressful administrative requirements on her own. Because of these disabilities, she has needed increasing support to maintain her housing and meet program obligations.

2. Despite knowing this, DHNP moved to terminate Ms. Scott’s voucher based on her alleged failure to properly and timely report when and whether her daughter resided in the unit between 2023 and 2025. In doing so, DHNP disavowed that Ms. Scott attempted to intentionally defraud DHNP.

3. When Ms. Scott exercised her right to challenge DHNP’s decision, Defendants failed to consider the very circumstances the law requires it to consider—especially how her disabilities affected her situation and the severe consequences that would befall her and her adult disabled child if her assistance were taken away.

4. After Defendants upheld the termination, Ms. Scott, by counsel, submitted a formal reasonable accommodation request, namely, that Defendants reinstate the voucher and allow her to maintain a three-bedroom unit in the event she found a live-in aid.

5. Although Ms. Scott provided detailed medical documentation supporting her request, Defendants did not engage in any meaningful dialogue or evaluation. Rather, after weeks of delay, Defendants flippantly advised Ms. Scott to communicate her accommodation request to an elected representative.

6. Ms. Scott brings this action under 42 U.S.C. § 3604(f)(3)(B), Va. Code § 36-96.18(A), 42 U.S.C. § 1983, and the Constitution of Virginia to hold Defendants accountable for their unlawful denial of the reasonable accommodation request and the termination of her Housing Choice Voucher without due process of law.

### **JURISDICTION AND VENUE**

7. This Court has jurisdiction over the federal claims under 42 U.S.C. § 3613 and 28 U.S.C. §§ 1331, 1343(a)(3).

8. This Court has supplemental jurisdiction over the state law claims under 28 U.S.C. § 1367(a).

9. Because the events or omissions giving rise to Ms. Scott's claims occurring 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 Virginia Beach, which is encompassed by this division. *See* E.D. Va. Local Civ. R. 3.

### **PARTIES**

11. Defendant DHNP is a political subdivision of the Commonwealth of Virginia and a public housing agency within the meaning of 42 U.S.C. § 1437a(b)(6). As a public housing agency, DHNP receives federal funds to operate the Housing Choice Voucher Program (hereinafter "HCV Program") in Virginia Beach, Virginia, and must operate the program in compliance with applicable federal laws. DHNP's stated mission is "to create quality solutions that expand housing opportunities, promote vibrant, well-maintained neighborhoods, and make homelessness rare, brief, and nonrecurring." VB HOUSING AND NEIGHBORHOOD PRESERVATION, HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN 2025, at 47, <https://perma.cc/VPU9-LDLN> [hereinafter, "Administrative Plan"].

12. Defendant Ruth D. Hill is DHNP's Executive Director. The City Manager and City Council for the City of Virginia Beach delegated to Ms. Hill "the responsibility for hiring, training, and supervising department staff to manage the day-to-day operations of the DHNP." Administrative Plan, *supra*, at 47. Ms. Hill is thus imbued with final decision-making authority to approve, deny, terminate, or rescind a family's voucher, is directly responsible for overseeing and managing employees within her department, and is directly responsible for ensuring her department complies with federal and state law.

13. Ms. Scott is a widowed, disabled mother of two adult children, one of whom is also disabled and resides in her household. She has participated in DHNP's HCV Program since 2019.

### **THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

14. Although this action seeks relief under the federal Constitution and state and federal fair housing statutes, an overview of the Section 8 Housing Choice Voucher Program provides necessary context to this case.

15. The Section 8 Housing Choice Voucher Program is a federal program funded by the United States Department of Housing and Urban Development (hereinafter “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.*

16. 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).

17. 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.

18. 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).

19. 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).

20. 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).

21. Once a HAP Contract is executed, a tenant becomes a “participant” of the HCV Program. 24 C.F.R. § 982.4 (defining “applicant” and “participant”). Upon becoming a participant, a tenant is guaranteed continued assistance—to be used at their current or subsequent unit, *see* 24 C.F.R. § 982.354—so long as they do 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).

22. In general, a PHA must conduct an annual recertification of a participant's income and household composition. 24 C.F.R. § 982.551(b).

23. 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). One such ground is the failure to timely 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).

24. When a PHA chooses to terminate an individual's participation in its HCV Program, 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. Following the informal hearing, the hearing

officer must issue a written decision, stating the basis for the decision and her factual findings “relating to the individual circumstances of the family [which] shall be based on a preponderance of the evidence[.]” *Id.* § 982.555(e)(6). Due process requires that the decision be based solely on the legal rules and evidence presented at the hearing.

25. For discretionary grounds of termination, the hearing officer must consider some individual circumstances particular to the case, including “the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.” 24 C.F.R. § 982.552(c)(2)(i); *Administrative Plan, supra*, at 344, 380 (mandating that mitigating circumstances be considered in such circumstances). *See also Lipscomb v. Hous. Auth. of Cty. of Cook*, 45 N.E.3d 1138, 1147-48 (App. Ct. Ill. 2015) (explaining that without some consideration of individual circumstances, the distinction between mandatory and discretionary terminations becomes meaningless); *Carter v. Lynn Hous. Auth.*, 880 N.E.2d 778, 786-87 (Mass. 2008) (explaining that failure to indicate consideration of all circumstances or decision not to so exercise discretion renders termination invalid); *McClain v. Housing Authority of the City of Dothan*, 2017 WL 2960552, at \*4 (M.D.Ala. 2017) (regulation’s use of the “may” is an “indicator that these and other [mitigating] factors outside the [program violation] . . . should be considered in the termination process,” and that it is not an indicator that the decision maker may choose whether to consider [such factors] at all.”).

## FACTS

26. Ms. Scott is a person with numerous and significant psychiatric diagnoses that include Major Depressive Disorder, recurrent, moderate; Generalized Anxiety Disorder; Attention-Deficit/Hyperactivity Disorder, predominantly inattentive type; Unspecified Mood

Disorder; and Posttraumatic Stress Disorder (“PTSD”). These diagnoses do not exist in isolation. They interact with Ms. Scott’s documented medical comorbidities, including fibromyalgia with chronic widespread pain, migraine disorder, and Ménière’s disease with progressive hearing impairment. She also increasingly suffers from short-term memory loss and hearing loss.

27. Ms. Scott’s psychiatric and medical impairments substantially limit several major life activities and functional capacities, including but not limited to her ability to perceive, process, retain, and understand information, particularly when the information is time-sensitive or delivered under stressful circumstances. Indeed, she frequently becomes overwhelmed when faced with administrative tasks.

28. When DHNP first admitted Ms. Scott as a participant in the HCV Program in 2019, Ms. Scott’s original household size included three individuals – Ms. Scott; her daughter, Jasmin Scott (“Jasmin”); and her disabled son, Rashad Butts (“Rashad”).

29. In 2023, Ms. Scott reported that Jasmin would no longer be a part of her household. Ms. Scott reported this change to her then-landlord and to her then-caseworker with DHNP.

30. Although Jasmin moved out of Ms. Scott’s unit, she would generally visit Ms. Scott on a weekly basis to assist with a variety of tasks given Ms. Scott’s numerous and significant disabilities.

31. Ms. Scott has had to rely on the support of family to assist her in complying with Section 8 program requirements. For example, in addition to her daughter, Ms. Scott has been assisted by her cousin, who has acted as an informal housing advocate. Ms. Scott’s cousin, however, resides in a different state and has had her own obligations to contend with. And, due to a breakdown in their relationship, the two have stopped communicating. Thus, Ms. Scott,

with the assistance of her medical providers, has been searching for a more permanent solution—such as retaining the services of a live-in aid or similar service.

32. When it came time for Ms. Scott to complete her 2024 annual recertification paperwork, Ms. Scott recalls that she informed her former caseworker, Ms. Warnette Cason, that Jasmin was in and out of the unit as she still periodically assisted with day-to-day tasks at that time. In response, Ms. Scott recalls that Ms. Cason told her to list Jasmin as a part of her household. Although Jasmin was not living in the unit, this instruction made sense to Ms. Scott and she did not question it.

33. On July 9, 2025 (“July 9 Declaration”), Ms. Scott completed an annual declaration and submitted it to DHNP.

34. In the July 9 Declaration, Ms. Scott lists her household size as including two individuals: herself and Rashad. By that point, Jasmin become busier and found it more difficult to assist Ms. Scott. As result, Ms. Scott didn’t see the need to list Jasmin.

35. On October 24, 2025, Ms. Scott received a voucher from her DHNP caseworker, Kimberly Jernigan (“Ms. Jernigan”), to search for housing elsewhere.

36. Ms. Scott and Jasmin then briefly discussed the possibility of Jasmin living with Ms. Scott; however, that plan ultimately never came to fruition.

37. In November 2025, Ms. Scott went to DHNP’s office to check in with Ms. Jernigan regarding the approval process for prospective landlords. At this time, Ms. Jernigan ticked through a list of items and eventually requested income information for Jasmin.

38. This request confused Ms. Scott. However, Ms. Scott erred on the side of being forthcoming with DHNP. Ms. Scott produced the requested information to Ms. Jernigan.

39. On January 6, 2026, Ms. Jernigan issued Ms. Scott a “Proposed Termination Letter” (“Proposed Termination Letter”). DHNP asserted that Ms. Scott falsified her household composition to keep a larger unit and that, during a prior informal hearing—which was resolved in Ms. Scott’s favor—she stated that both Rashad and Jasmin were in the unit. The Proposed Termination letter is attached and incorporated by reference as **Exhibit A**.

40. Ms. Scott requested an informal hearing, which was ultimately scheduled for April 1, 2026.

41. Ms. Sonia Rose presided over the informal hearing as the hearing officer (hereinafter, “Hearing Officer”).

42. During the informal hearing, Ms. Scott, through counsel, asserted that mitigating circumstances—namely, that Ms. Scott and her son are both disabled individuals and would become homeless without assistance—counseled against terminating the voucher.

43. In response, Investigator Delores Knox, on behalf of DHNP, asserted that such circumstances were not relevant.

44. During the informal hearing, the Hearing Officer never indicated whether she believed she was authorized to consider mitigating circumstances.

45. The Hearing Officer issued her decision on April 14, 2026, upholding DHNP’s decision to terminate Ms. Scott’s voucher. A copy of Ms. Rose’s decision is attached and incorporated by reference as **Exhibit B**.

46. Ms. Rose’s decision did not consider or grapple with any of the mitigating circumstances raised on behalf of Ms. Scott at the informal hearing.

47. On April 15, counsel for Ms. Scott submitted a letter to DHNP’s Executive Director, Ms. Hill, urging her to overturn the decision on several grounds, including the Hearing

Officer's failure to grapple with or consider the mitigating circumstances. A copy of the letter sent to Ms. Hill is attached and incorporated by reference as **Exhibit C**.

48. On April 17, 2026, Ms. Hill responded and declined to overturn the decision. A copy of Ms. Hill's response is attached and incorporated by reference as **Exhibit D**.

49. By upholding and ratifying the Hearing Officer's unlawful decision, Director Hill acted as a final decisionmaker authorized to make official policy.

50. Absent judicial intervention, Director Hill's decision is final and unreviewable.

51. Ms. Scott, through counsel, submitted a reasonable accommodation request to DHNP on May 21. The request is attached and hereby incorporated by reference as **Exhibit E**.

52. The reasonable accommodation request explained Ms. Scott's documented psychiatric and medical impairments substantially limit several major life activities and functional capacities, including but not limited to her ability to perceive, process, retain, and understand information, particularly when the information is time-sensitive or delivered under stressful circumstances. Consequently, Ms. Scott requested, as a reasonable accommodation, that DHNP among other things reinstate her voucher and permit her to live in a three-bedroom unit so that a live-in aid can reside with and assist her and her adult disabled son with tasks such as recertifications.

53. In support of the accommodation request, Ms. Scott attached a letter from her treating psychiatric provider, Mr. Justin T. Ray, a board-certified Psychiatric Mental Health Nurse Practitioner. Mr. Ray authored a detailed six-page summary of Ms. Scott's clinical diagnoses and impairments. Therein, Mr. Ray opined that in his professional opinion, Ms. Scott's requested accommodations were necessary to afford her the same opportunity as non-disabled persons to use and enjoy her housing. Ms. Scott also attached a letter from her primary

care physician, who opined that, as a result of Ms. Scott's disabilities, she would benefit from a full-time caregiver who lived with her permanently. Due to the sensitive nature of the information contained in these medical records, they are not attached as exhibits to this Complaint.

54. Rather than engage in an interactive process, and after weeks of delay, on June 16, 2026, DHNP flippantly recommended that Ms. Scott submit "a congressional request to her senator's office" so that her request could be submitted to "HUD for a determination review." That same day, Ms. Scott's counsel conveyed that they construed DHNP's non-substantive response as a denial. This email exchange is attached and incorporated by reference as **Exhibit F**.

55. To date, DHNP has not replied or shown any willingness to engage with Ms. Scott.

56. As a direct and proximate result of DHNP's conduct, Ms. Scott has suffered damages, including but not limited to severe emotional distress, loss of sleep, and anxiety. Fear at the thought of her looming housing insecurity and homelessness led Ms. Scott to attempt suicide on April 15. The impact of Defendants' unlawful misconduct has been compounded by her preexisting disabilities.

57. The conduct described herein was undertaken with malice and/or a reckless and wanton disregard for Ms. Scott's civil rights. Despite attempts by Ms. Scott and her counsel to engage with DHNP in an interactive process, DHNP did nothing but delay and ultimately dismissively direct Ms. Scott to complain to her elected representative. The reasonableness of the accommodations sought to be vindicated in this lawsuit are self-evident, and Ms. Scott presented ample medical evidence to support her request. The need for deterrence is thus high.

58. Without her voucher, Ms. Scott will be unable to afford rent on the private market. She and her adult disabled son will be homeless.

## CAUSES OF ACTION

### Count I

#### **Denial of Reasonable Accommodation (Violation of the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(B)) (Against all Defendants)**

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

60. Ms. Scott has a “handicap” within the meaning of 42 U.S.C. § 3602(h)(1), as she has numerous significant psychiatric and medical impairments, which substantially impact her ability to perceive, process, retain, and understand information, particularly when the information is time-sensitive or delivered under stressful circumstances.

61. Ms. Scott’s requested accommodation—that, among other things, her voucher be reinstated and that she be allowed to live in a three-bedroom unit to accommodate a live-in aide—was reasonable and necessary to afford her an equal opportunity to use and enjoy her dwelling.

62. The requested accommodation would not constitute an undue burden. Nor would it fundamentally alter DHNP’s business practices.

63. Defendants’ flippant response and failure to engage in an interactive process constituted a denial of her reasonable accommodation request in violation of 42 U.S.C. § 3604(f)(3)(B).

64. Ms. Scott is an aggrieved person under 42 U.S.C. § 3602(d) & (i), such that she is entitled to maintain this action under 42 U.S.C. § 3613(a). She has been, and will be, injured by Defendants’ discriminatory acts and omissions and has suffered (and will continue to suffer)

damages as a result thereof, including but not limited to extreme emotional and physical distress, loss of sleep, anxiety, fear, shame, and humiliation.

**Count II**  
**Denial of Reasonable Accommodation**  
**(Violation of Virginia Fair Housing Law, Va. Code § 36-96.1, *et seq.*)**  
**(Against all Defendants)**

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

66. Under the Virginia Fair Housing Law, Va. Code § 36-96.1, *et seq.*, like the federal Fair Housing Act, a “disability” is defined as “(i) a physical or mental impairment that substantially limits one or more of such person’s major life activities; (ii) a record of having such an impairment; or (iii) being regarded as having such an impairment.” Va. Code § 36-96.1:1.

67. Ms. Scott has a “disability” within the meaning of Virginia Code § 36-96.1:1, as she has numerous significant psychiatric and medical impairments, which substantially impact her ability to perceive, process, retain, and understand information, particularly when the information is time-sensitive or delivered under stressful circumstances.

68. Ms. Scott’s requested accommodation—that, among other things, her voucher be reinstated and that she be allowed to live in a three-bedroom unit to accommodate a live-in aide—was reasonable and necessary to afford her an equal opportunity to use and enjoy her dwelling. Va. Code § 36-96.3(B).

69. The requested accommodation would not constitute an undue burden. Nor would it fundamentally alter DHNP’s business practices.

70. However, by failing to provide a substantive response to Ms. Scott's reasonable accommodation request and directing her to her Congressional representative, Defendants discriminated against Ms. Scott within the meaning of Va. Code § 36-96.3(B).

71. Defendants' flippant response and failure to engage in an interactive process constituted a denial of her reasonable accommodation request in violation of Virginia Code § 36-96.3(B).

72. Ms. Scott is an aggrieved person within the meaning of Virginia Code § 36-96.1:1, such that she is entitled to maintain this action under Virginia Code § 36-96.18(A). She has been, and will be, injured by Defendants' discriminatory acts and omissions and has suffered (and will continue to suffer) damages as a result thereof, including but not limited to extreme emotional and physical distress, loss of sleep, anxiety, fear, shame, and humiliation.

**Count III**  
**42 U.S.C. § 1983**  
**(Violation of the Due Process Clause)**  
**(Against all Defendants)**

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

74. Defendants are each a "person" within the meaning of 42 U.S.C. § 1983.

75. 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.

76. Under federal and state law, Ms. Scott has a legitimate claim of entitlement to the voucher, and thus possesses a property interest protected by the Due Process Clause, as she is a participant in the Section 8 Housing Choice Voucher Program.

77. Hearing officers evaluating whether to terminate a voucher must issue decisions that rests solely “on the legal rules and evidence adduced at the hearing.” *Goldberg v. Kelly*, 397 U.S. 254, 271 (1970) (citations omitted); *Clark v. Alexander*, 85 F.3d 146, 150 (4th Cir. 1996) (citing *Goldberg*, 397 U.S. at 266–67). To demonstrate compliance with this requirement, the Hearing Officer’s decision must “state the reasons for his determination and indicate the evidence he relied on[.]” *Goldberg*, 397 U.S. at 271 (citation omitted).

78. The Hearing Officer’s decision failed to grapple with or consider any of the mitigating circumstances raised by Ms. Scott at the hearing, even though such circumstances were central to Ms. Scott’s defense. Nor did the Hearing Officer acknowledge that she had the authority to consider such circumstances.

79. As a direct and proximate result of Defendants’ conduct, Ms. Scott has suffered damages, including, but not limited to, severe emotional distress and financial harm.

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

**Count IV**  
**Va. Const. Art. I, § 11**  
**(Violation of the Due Process Clause)**  
**(Against all Defendants)**

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

82. The Due Process Clause of the Constitution of Virginia states that “no person shall be deprive of his . . . property without due process of law[.]” Va. Const. Art. I, § 11.

83. The Court of Appeals of Virginia has held that the Due Process Clause is entirely self-executing. *Ibanez v. Albemarle Cnty. Sch. Bd.*, 80 Va. App. 169, 203 (2024).

84. Virginia courts have reserved the question of whether Virginia’s Due Process Clause is coextensive with its federal counterpart. *Ibanez*, 80 Va. App. at 213. Therefore, to the extent this Court finds Count III fails, Ms. Scott reserves the right to argue that Count IV survives.

85. Under federal and state law, Ms. Scott has a legitimate claim of entitlement to the voucher, and thus possesses a property interest protected by the Due Process Clause, as she is a participant in the Section 8 Housing Choice Voucher Program.

86. Hearing officers evaluating whether to terminate a voucher must issue decisions that rests solely “on the legal rules and evidence adduced at the hearing.” *Goldberg v. Kelly*, 397 U.S. 254, 271 (1970) (citations omitted); *Clark v. Alexander*, 85 F.3d 146, 150 (4th Cir. 1996) (citing *Goldberg*, 397 U.S. at 266–67). To demonstrate compliance with this requirement, the Hearing Officer’s decision must “state the reasons for his determination and indicate the evidence he relied on[.]” *Goldberg*, 397 U.S. at 271 (citation omitted).

87. The Hearing Officer’s decision failed to grapple with or consider any of the mitigating circumstances raised by Ms. Scott at the hearing, even though such circumstances were central to Ms. Scott’s defense. Nor did the Hearing Officer acknowledge that she had the authority to consider such circumstances.

88. As a direct and proximate result of Defendants’ conduct, Ms. Scott has suffered damages, including, but not limited to, severe emotional distress and financial harm.

89. Defendants’ conduct has violated, and continues to violate, the Due Process Clause of the Constitution of Virginia.

#### **PRAYER FOR RELIEF**

Ms. Scott respectfully requests that this Court award her the following relief:

1. Enter a declaratory judgment declaring that Defendants unlawfully discriminated against Ms. Scott in violation of the Fair Housing Act and Virginia Fair Housing Law and violated Ms. Scott's right to due process of law under the state and federal constitutions;
2. Issue a preliminary and permanent injunction directing Defendants to take all necessary and appropriate steps to grant Ms. Scott's reasonable accommodation request and reinstate Ms. Scott's Section 8 Housing Choice Voucher;
3. Award compensatory damages;
4. As to Counts I through II, award punitive damages against Defendant DHNP;
5. Award nominal damages if Ms. Scott is not awarded compensatory damages;
6. Award Ms. Scott's reasonable attorney's fees and costs under 42 U.S.C. § 1988, 42 U.S.C. § 3613, and Va. Code § 36-96.16;
7. Award pre- and post-judgment interest; and
8. Grant such other relief as this Court deems just and proper.

### **JURY DEMAND**

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

Dated: June 19, 2026

Respectfully submitted,

By: /s/ Brandon L. Ballard  
Brandon L. Ballard (VSB No.: 95346)  
Melissa Bonfiglio (VSB No.: 90016)  
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*Counsel for Plaintiff*



Housing & Neighborhood Preservation  
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## EXHIBIT A

January 6, 2026

Ms. Rahsheda M. Scott  
4968 Rugby Rd.  
VIRGINIA BEACH VA 23464

### Proposed Termination Letter

Dear Ms. Scott,

#### **Statement of Family Obligations (24 CFR 982.551)**

To become eligible and maintain eligibility for the federal Housing Choice Voucher Program, it is necessary that a participant family fulfill the obligations established by the Department of Housing & Urban Development (HUD) and the Department of Housing & Neighborhood Preservation (DHNP). Each participant should have full understanding of their responsibilities while receiving program benefits. Failure to comply with the following guidelines/program rules may result in housing assistance payments being terminated or head of household being prosecuted by the Commonwealth Attorney's office.

You or a member of your household has violated the following rules or regulations of the DHNP Housing Choice Voucher program. DHNP has proposed to terminate your housing assistance payments effectively (    February 28, 2026    ).

#### **The following rules/regulations were violated:**

- Supply any information that DHNP or HUD determines to be necessary, including evidence of citizenship or eligible immigration status, and information for use in regular schedule reexamination or interim reexamination of family income and composition. **Participants are required to report all changes in writing within ten (10) business days of occurrence.**
- Disclose and verify social security numbers and sign and submit consent forms for obtaining information
- Report all income to the household including the income of children that are 18 years of age and are not full-time students.
- Supply any information requested by the PHA to verify that the family is living in the unit within ten (10) business days for the request or information related to family absence from the unit within ten (10) business days of the occurrence.
- Promptly notify the PHA in writing when the family is away from the unit for an extended period in accordance with PHA policies within ten (10) business days of the occurrence.

- Allow DHNP to inspect the unit at reasonable times and after reasonable notice.
- Notify DHNP and the owner in writing before moving out of the unit or terminating the lease.
- Use the assisted unit for residence by the family. The unit must be the family's only residence.
- Promptly notify DHNP in writing of the birth, adoption, or court-awarded custody of a child.
- Request DHNP written approval to add any adult as an occupant of the unit. Must submit written request to DHNP to get approval to add additional family members to the voucher within ten (10) business day of the date of occurrence.
- Promptly notify DHNP in writing if any family member no longer lives in the unit within ten (10) business days of the occurrence. Give DHNP a copy of any owner's eviction notice.
- Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- The family is responsible for the actions of their household members, visitors and guests.
- Any information the family supplies must be true and complete.
- Other/DHNP Policy: To keep a larger unit falsified household composition. During informal hearing stated that both the son and daughter are in the unit.

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If you do not agree with the termination actions that are being taken against you, you are entitled to an informal hearing. You may request a hearing within 10 business days from the postmark date on this notice. Your request **MUST** be submitted in writing via email or letter. You **MUST** submit your request to Investigator Knox ([dknox@vbgov.com](mailto:dknox@vbgov.com)) only. If you have any questions, you may contact Investigator Knox at 757-385-5788.

If DHNP does not receive a hearing request within 10 business days, your Section 8 voucher will be terminated effective 2/28/2026.

If you need reasonable accommodation, please contact DHNP. If you need legal services, you may contact the Legal Aid Society of Eastern Virginia at 757-827-5078 or [laseva.org](http://laseva.org).

Enclosed for your information is a copy of the Informal Hearing Procedures, your signed Statement of Family Obligations and VAWA-5380 and 5382.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimberly D. Jernigan". The signature is written in a cursive, flowing style.

Kimberly D. Jernigan  
Housing Specialist III



Housing & Neighborhood Preservation  
2424 Courthouse Drive - Building 18A  
Virginia Beach, VA 23456  
P: 757-385-5750  
F: 757-385-5766  
www.virginia-beach.gov/housing

April 14, 2026

## EXHIBIT B

RAHSHEDA M SCOTT  
4968 RUGBY RD  
VIRGINIA BEACH VA 23464

Ms. Scott:

RE: Housing Choice Voucher Program  
Results of Informal Hearing April 1, 2026

On **January 6, 2026**, The City of Virginia Beach Department of Housing and Neighborhood Preservation sent Rahsheda Scott a proposed termination of housing program assistance letter. The effective date of the proposed termination is **May 31, 2026**, and assistance was terminated for the following violations:

**24 CFR 982.551 Obligation of Participation:**

**Submitted falsified documentation for household composition to keep larger bedroom size.**

At your request, and in accordance with HUD regulations at 24 CFR Part 982.554(b), an Informal Hearing was held on **April 1, 2026**, to provide you the opportunity to appeal the decision to terminate your participation in the Housing Choice Voucher Program.

The Hearing Officer has fully considered the entire record, including evidence submitted and witness statements, if applicable, and has found that the decision to terminate your participation in the Housing Choice Voucher Program, effective **May 31, 2026**, be **upheld**.

A copy of the Hearing Officer's report is enclosed for your review.



The Virginia Beach Department of Housing & Neighborhood Preservation does business in accordance with the federal fair housing law and Section 504 program accessibility requirements. The department complies with the Fair Housing Act and provides reasonable accommodations and modifications to persons with disabilities. Virginia Beach Housing & Neighborhood Preservation does not discriminate on the bases of race, color, religion, sex, disability, familial status, national origin, sexual orientation or gender identity, in admission or access to its programs.

Sincerely,



Angelia Anderson  
Housing Program Coordinator

CC: Investigator Knox  
Program Fraud Coordinator



The Virginia Beach Department of Housing & Neighborhood Preservation does business in accordance with the federal fair housing law and Section 504 program accessibility requirements. The department complies with the Fair Housing Act and provides reasonable accommodations and modifications to persons with disabilities. Virginia Beach Housing & Neighborhood Preservation does not discriminate on the bases of race, color, religion, sex, disability, familial status, national origin, sexual orientation or gender identity, in admission or access to its programs.



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## Rahsheda Scott's informal hearing decision

---

From Sonia E. Rose <SRose@vbgov.com>  
Date Mon 4/13/2026 4:30 PM  
To Delores M. Knox <dknox@vbgov.com>

Good afternoon,

I am upholding the City of Virginia Beach Department of Housing & Neighborhood Preservation decision to terminate Ms. Scott's Section 8 Housing Voucher. Ms. Scott reported during the informal hearing her daughter Jasmin Scott moved out of her home in 2023. Ms. Scott completed the Personal Declaration Form For Rental Assistance on 08/14/2024 and included her as a household member and the form was signed by Jasmin Scott. All adults are required to sign the form. 11/04/2024 Ms. Scott was sent a Housing Assistance Payments Contract with all 3 adults listed as in the home and approval for 3 bedrooms.. Ms. Scott submitted a Request For Reasonable Accommodations form on 07/02/2025, she listed all three adults as living in the home. The Housing Assistance Payments Contract dated 10/30/2024 has Jasmin Scott listed as a member of the household composition and approval for 3 bedrooms. The Certification of Family Responsibility has the following statement and was initialed by Ms. Scott.

Notify in writing, within 10 days any household composition changes to include (custody or birth of any children, marriage, deaths, or if someone no longer lives in the home.

Ms. Scott did not notify the her housing worker in writing Jasmin Scott was no longer living in the home and had moved out in 2023. Ms. Scott did report to her landlord on 05/17/2023 Jasmin Scott was no longer living in the residence. Ms. Scott is required to report the change to her housing worker.

Ms. Scott completes and signed the Personal Declaration Form For Rental Assistance on 07/09/2025 and reports Jasmin is no longer in the home. Ms. Scott send in a Interim Change of Income Form on 11/07/2025 for Jasmin reporting her employment with Virginia Urology reporting a hire date of 08/20/2025.

The Hud's EIV Statement of Earnings reports she has been employed since 2022. A request for her payroll for the years of 2022-2025 is requested and is not provided.

The Certification of Family Responsibility has the following statement and was initialed by Ms. Scott.

Report any and all sources of income for all household members in writing within 10 calendar days. Documentation must be provided for all increases and decreases in income. Ms. Scott did not report the employment until 11/2025 and Ms. Jasmin Scott was no longer living in the home.

Ms. Scott was attempting to move to a new housing unit and had been advised by Mr. Ripley that she did not qualify for the unit she was requesting as she didn't have enough income, she provided Jasmine's income so that she would be eligible for the unit when Jasmine did not live in the home. Ms. Scott moved into the unit without approval from Mr. Ripley.

Thank you,  
Sonia Rose  
Section 8 Hearing Officer

LEGAL AID SOCIETY OF EASTERN VIRGINIA

SOUTHSIDE OFFICE

125 ST. PAUL'S BOULEVARD, SUITE 400  
NORFOLK, VA 23510  
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EXECUTIVE DIRECTOR

MELISSA B. BONFIGLIO  
DEPUTY DIRECTOR - DIRECTOR OF LITIGATION

ELIZABETH J. BALLARD  
MANAGING ATTORNEY

**FROM THE DESK OF:**  
Evan Carcerano  
Staff Attorney  
evanc@laseva.org

April 15, 2026

*Via Certified Mail and Email at rdhill@ybgov.com*

## EXHIBIT C

Ruth D. Hill  
Director  
City of Virginia Beach  
Department of Housing and Neighborhood Preservation  
2424 Courthouse Drive, Bldg. 18A  
Virginia Beach, VA 23456

Re: Rahsheda Scott – Decision Upholding Voucher Termination

Dear Ms. Hill:

As indicated in my April 8, 2026 letter to Ms. Rose, on which you were copied, Legal Aid represents Ms. Rahsheda Scott (“Ms. Scott”) regarding the Virginia Beach Department of Housing and Neighborhood Preservation’s (“DHNP”) decision to terminate her participation in the Housing Choice Voucher Program. A copy of that letter is enclosed as Ms. Scott’s Exhibit 1. I am writing in response to Informal Hearing Officer Sonia Rose’s (“Ms. Rose”) decision to uphold DHNP’s decision to terminate Ms. Scott’s voucher, which was issued on April 13. A copy of Ms. Rose’s decision is enclosed as Ms. Scott’s Exhibit 2. I reiterate my request for a copy of the April 1 hearing and respectfully request you reverse Ms. Rose’s decision based on the considerations below.

**I. Considering Documentation Not Made Available to Counsel Before the Hearing Violated Ms. Scott’s Pre-Hearing Right to Discovery Under 24 C.F.R. 982.555(e) and the Due Process Clause.**

Before an informal hearing, HCV participants are afforded the right to discover any and all documents relevant to the proposed voucher termination.<sup>1</sup> The PHA may not rely on a document at the hearing where it did “not make the document available for examination on request of the family[.]”<sup>2</sup> Similarly, for remote hearings, DHNP policy provides that it will compile and provide to the family at least three days in advance a “hearing packet consisting of all documents the PHA intends to produce at the informal hearing.”<sup>3</sup>

Here, Ms. Scott, by counsel, requested all documents relevant to the proposed voucher termination.<sup>4</sup> On February 12, Program Fraud Investigator Delores Knox (“Investigator Knox”) provided the documentation that DHNP planned to present during the informal hearing (“DHNP Documentation”). Between then and the April 1, 2026, hearing, neither I nor Ms. Scott received notice that DHNP would

<sup>1</sup> 24 C.F.R. § 982.555(e)(2) (2024).

<sup>2</sup> *Id.*

<sup>3</sup> VB HOUSING AND NEIGHBORHOOD PRESERVATION, HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN 2025, at 443.

<sup>4</sup> Ms. Scott’s Exhibit 1, at 9.

rely upon additional documents. Although the DHNP Documentation included an email from Mr. Ripley to Ms. Scott which alleged that Ms. Scott had reported in annual declarations that her daughter, Jasmin Scott (“Jasmin”), was “in and out of the unit” the DHNP Documentation did not include any declarations.<sup>5</sup> Indeed, the only attachments included in the DHNP Documentation that related to Ms. Scott’s household composition are: (1) a prior lease agreement from 2020 that indicated Ms. Scott’s household size was three, (2) a July 9, 2025, annual declaration that Ms. Scott’s household size was two, and (3) an interim change from November 7, 2025, where Ms. Scott reported income for Jasmin, who left Ms. Scott’s household in 2023.

At the informal hearing, Investigator Knox referenced a document not included in the DHNP Documentation, namely a 2024 declaration completed by Ms. Scott reflecting her household composition at that time. I objected to its consideration, citing both the federal regulations and DHNP policy. Despite my objection, this additional information was requested from Investigator Knox.

In her decision, Ms. Rose relies, in part, on documentation that was submitted after the hearing that was not made available to counsel before the hearing.<sup>6</sup> In doing so, Ms. Rose violated Ms. Scott’s rights under 24 C.F.R. § 982.555(e) and the Due Process Clause.

## **II. Failure to Consider Mitigating Circumstances Was in Error, Contrary to Law, and Violated the Due Process Clause.**

As part of Ms. Scott’s defense, I raised the disabilities of Ms. Scott and her son as one of several mitigating circumstances to consider. In response, Investigator Knox stated that this information could not be considered. However, if a family has been found to have violated the PHA’s policies, the Hearing Officer nonetheless is authorized to decline to terminate the voucher based on mitigating circumstances.<sup>7</sup> Such circumstances include, but are not limited to, “the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.”<sup>8</sup> Thus, as I articulated at the hearing, the disabilities of Ms. Scott and her son are relevant to determining whether the voucher should be terminated.

Despite being permitted to do so under 24 C.F.R. § 982.552(c), Ms. Rose made no mention of the disabilities of Ms. Scott and her son and failed to recognize she retained the discretion to consider such mitigating circumstances.<sup>9</sup> Ms. Rose’s failure to do so was contrary to law and a violation of the Due Process Clause.<sup>10</sup>

## **III. Reliance, in Part, on Reasons Not Cited in the Proposed Termination Notice Violated the Due Process Clause.**

The Due Process Clause of the Fourteenth Amendment to the United States Constitution prohibits a state from depriving “any person of life, liberty, or property, without due process of law [.]”<sup>11</sup> HCV Participants have a property interest in the voucher that is protected by the Due Process Clause. Federal law requires the PHA to afford program participants with, among other things, the basis for any

<sup>5</sup> *Id.*, at 12.

<sup>6</sup> Ms. Scott’s Exhibit 2, at 3.

<sup>7</sup> See 24 C.F.R. § 982.552(c)(2)(i)

<sup>8</sup> *Id.*; see also VB HOUSING AND NEIGHBORHOOD PRESERVATION, HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN 2025, at 344.

<sup>9</sup> Ms. Scott’s Exhibit 2, at 3.

<sup>10</sup> *E.g., Carter v. Lynn Hous. Auth.*, 450 Mass. 626, 635–36 (2008).

<sup>11</sup> U.S. Const. amend. XIV, § 1.

termination, an appropriate notice, and an informal hearing before a neutral decisionmaker. When DHNP considers termination of a family's assistance, the notice issued to the family must include a brief statement of the reasons for the decision.<sup>12</sup> Under DHNP policy, the brief statement of the reasons for the decision must include the regulatory reference.<sup>13</sup>

DHNP's proposed termination letter to Ms. Scott specifically states that the sole reason for the proposed termination of her voucher is "[t]o keep a larger unit falsified household composition. During informal hearing stated that both the son and daughter are in the unit."<sup>14</sup> During the informal hearing, Mr. Ripley asserted that the unit Ms. Scott attempted to, and ultimately did, rent was unaffordable without her daughter's income. By doing so, Mr. Ripley made argument in support of terminating Ms. Scott's voucher beyond what was listed in the proposed termination notice.

In her decision, Ms. Rose mentions the issue with Jasmin's income to support DHNP's decision to terminate Ms. Scott's voucher. By relying, in part, on these grounds that were not listed in the proposed termination notice, Ms. Rose violated Ms. Scott's due process rights under the United States Constitution.

\*\*\*

Based on the foregoing, Ms. Scott respectfully requests that Ms. Rose's decision to terminate Ms. Scott's participation in the HCV program be reversed and her voucher be reinstated. Please direct your response to me by close of business on April 20. If you fail to reverse Ms. Rose's decision, Ms. Scott will proceed with additional legal action against DHNP for violation of her due process rights under the United States Constitution and the federal regulations that govern the HCV program. If you fail to respond by the aforementioned date, I will take your failure to respond as upholding Ms. Rose's decision and proceed accordingly.

Thank you for your attention to this matter.

Sincerely,



Evan Carcerano  
Staff Attorney

Encl.

April 8 Informal Hearing Follow Up Letter to Ms. Rose  
April 13 Informal Hearing Decision

Cc. N. Lynn Carter (by email)  
Mr. Ripely (by email)  
Investigator Knox (by email)  
Ms. Royster (by email)  
Ms. Butts (by email)  
Ms. Scott (by email)

<sup>12</sup> 24 C.F.R. § 982.555(c); ADMIN PLAN.

<sup>13</sup> VB HOUSING AND NEIGHBORHOOD PRESERVATION, HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN 2025, at 441.

<sup>14</sup> Ms. Scott's Exhibit 1, at 6.

# EXHIBIT D

**Evan Carcerano**

---

**From:** Ruth D. Hill <RDHill@vbgov.com>  
**Sent:** Friday, April 17, 2026 3:11 PM  
**To:** Evan Carcerano  
**Cc:** Jefferey Ripley; Delores M. Knox; Diamond C. Royster; Keyona Butts; sheda scott; N. Lynn Carter; Richard R. Penksa  
**Subject:** RE: VBDHNP Decision Upholding Rahsheda Scott Voucher Termination

Dear Mr. Carcerano,

Thank you for your letter regarding Hearing Officer Sonia Rose's decision to uphold the Virginia Beach Department of Housing and Neighborhood Preservation's (DHNP) termination of Ms. Scott's Housing Choice Voucher assistance.

After reviewing the full record of the informal hearing, the arguments presented in your correspondence, and the additional clarifications provided by DHNP staff, I am upholding the Hearing Officer's decision.

As noted in the hearing record, DHNP did not violate pre-hearing discovery requirements. Consistent with 24 C.F.R. § 982.555(e)(2), both the PHA and the family may submit relevant evidence during the hearing, provided the other party has an opportunity to review it. The materials presented by DHNP were responsive to issues raised by the participant's representative and were provided to ensure the Hearing Officer had a complete and accurate record. Additionally, the Hearing Officer requested certain information directly from the participant during the proceeding—information that could have supported the participant's position but was not provided before or during the hearing. This reflects that the Hearing Officer conducted the proceeding fairly and in accordance with HUD requirements.

Regarding your concerns about mitigating circumstances, the absence of express reference to such factors in the written decision does not establish that they were not considered. Moreover, under 24 C.F.R. § 982.552(c), consideration of mitigating circumstances is permissive, not mandatory. The Hearing Officer's role is to base the decision on the evidence presented at the hearing, which was done here in compliance with 24 C.F.R. § 982.555(e)(6).

For these reasons, DHNP is upholding the termination of Ms. Scott's voucher assistance. As requested, the recording of the informal hearing will be provided to you by staff.

Sincerely,

**Ruth D. Hill**  
HOUSING & NEIGHBORHOOD PRESERVATION  
Director Of Housing  
O: (757) 385-5752 | C: (757) 274-2154  
[RDHill@VBgov.com](mailto:RDHill@VBgov.com)  
[www.VirginiaBeach.gov](http://www.VirginiaBeach.gov)

Building 18A  
2424 Courthouse Dr. | Virginia Beach, VA 23456

**LEGAL AID SOCIETY OF EASTERN VIRGINIA**

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RAYMOND A. HARTZ  
EXECUTIVE DIRECTOR

MELISSA BONFIGLIO  
DEPUTY DIRECTOR - DIRECTOR OF LITIGATION

**FROM THE DESK OF:**

Brandon L. Ballard, Esq.  
Strategic Litigation Attorney  
Direct Dial: (757) 648-1241  
Email: brandonb@laseva.org

May 21, 2025

**EXHIBIT E**

*Via U.S. First-Class Mail and Email*

Dept. of Housing & Neighborhood Preservation  
c/o Diamond C. Royster, Esq.  
City Attorney's Office  
2401 Courthouse Dr., Ste. 2098  
Virginia Beach, VA 23456

**Re: Rahsheda M. Scott – HCV Participant – Reasonable Accommodation Request**

Dear Ms. Royster:

Our firm represents Ms. Rahsheda Scott. As you know, on April 13, 2026, the Department of Housing & Neighborhood Preservation (“DHNP”) upheld the termination of Ms. Scott’s housing choice voucher. At the informal hearing, DHNP disavowed that the termination was premised upon a theory of fraud. Rather, DHNP purportedly moved to terminate the voucher due to Ms. Scott’s alleged failure to properly and timely report when and whether her daughter resided in the unit between 2023 and 2025.

Ms. Scott is a person with disabilities as defined by the Fair Housing Act, 42 U.S.C. § 3602, and the Code of Virginia, Va. Code § 36-96.1:1. Ms. Scott’s psychiatric and medical impairments substantially limit several major life activities and functional capacities, including but not limited to her ability to perceive, process, retain, and understand information, particularly when the information is time-sensitive or delivered under stressful circumstances.

Consequently, **Ms. Scott requests as a reasonable accommodation that DHNP: (1) reinstate Ms. Scott’s voucher; (2) permit Ms. Scott to reside in a three-bedroom unit so that a live-in aid can reside with and assist her and her adult disabled son with tasks such as recertifications; and (3) remit any past due payments to Ms. Scott’s present landlord to ensure Ms. Scott is not evicted.** The reinstatement of the voucher is necessary to afford her an equal opportunity to use and enjoy her dwelling. All agree that Ms. Scott did not intentionally mislead DHNP. Given this concession, it is clear that these accommodations are necessary and reasonable.

In support of this request, enclosed please find (1) a detailed letter authored by Ms. Scott’s treating psychiatric provider, South Chesapeake Psychiatry, and (2) a letter from a primary care provider.

**Please provide DHNP’s written response to Ms. Scott’s request for reasonable accommodation no later than close of business day Thursday, May 28, 2025, at 5:00 p.m.** If we have not received a response by that date, we will assume this request is denied and my office will explore all options at our disposal, including the filing of a federal complaint raising this and other issues raised in prior correspondence. Finally, please let this letter serve as notice that all information and documentation pertaining to this matter should be preserved.

Respectfully,  
*Brandon L. Ballard*  
Brandon L. Ballard, Esq.

cc: Melissa Bonfiglio, Esq.  
Evan Carcerano, Esq.  
Ms. Ruth D. Hill (DHNP Director)

*Encl.*

# EXHIBIT F

**Evan Carcerano**

---

**From:** Brandon Ballard  
**Sent:** Tuesday, June 16, 2026 12:15 PM  
**To:** Diamond C. Royster  
**Cc:** Melissa Bonfiglio; Evan Carcerano; Ruth D. Hill; 26-0318164@laseva.legalserver.org  
**Subject:** RE: Reasonable Accommodation Request: Rasheda Scott

Diamond:

Because DHNP declined to provide a substantive response to our accommodation request, we construe its response as a denial and will seek relief in federal court.

Respectfully,

Brandon L. Ballard, Esq. (he/him/his)  
Strategic Litigation Attorney  
Legal Aid Society of Eastern Virginia  
125 St. Paul's Blvd., Suite 400  
Norfolk, VA. 23510  
Ph: (757) 648-1241  
Fax: (757) 622-8102  
[www.laseva.org](http://www.laseva.org)

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**From:** Diamond C. Royster <DRoyster@vbgov.com>  
**Sent:** Tuesday, June 16, 2026 11:43 AM  
**To:** Brandon Ballard <BrandonB@laseva.org>  
**Cc:** Melissa Bonfiglio <melissab@laseva.org>; Evan Carcerano <evanc@laseva.org>; Ruth D. Hill <RDHill@vbgov.com>; 26-0318164@laseva.legalserver.org  
**Subject:** RE: Reasonable Accommodation Request: Rasheda Scott

Good morning, Brandon:

Following up on our call, I do apologize for not providing a status update on Friday. DHNP has advised that Ms. Scott should submit a congressional request to her senator's office, and it will then be sent to HUD for a determination review.

Kind regards,  
Diamond

Diamond C. Royster

Assistant City Attorney

City of Virginia Beach | City Attorney's Office  
2401 Courthouse Drive, Suite 2098 | Virginia Beach, VA 23456  
(757)385-8113 | [droyster@vbgov.com](mailto:droyster@vbgov.com)



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**From:** Brandon Ballard <[BrandonB@laseva.org](mailto:BrandonB@laseva.org)>  
**Sent:** Monday, June 15, 2026 4:55 PM  
**To:** Diamond C. Royster <[DRoyster@vbgov.com](mailto:DRoyster@vbgov.com)>  
**Cc:** Melissa Bonfiglio <[melissab@laseva.org](mailto:melissab@laseva.org)>; Evan Carcerano <[evanc@laseva.org](mailto:evanc@laseva.org)>; Ruth D. Hill <[RDHill@vbgov.com](mailto:RDHill@vbgov.com)>; [26-0318164@laseva.legalserver.org](mailto:26-0318164@laseva.legalserver.org)  
**Subject:** RE: Reasonable Accommodation Request: Rasheda Scott

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Diamond,

Reaching out since we didn't hear from you last Friday. Please respond by tomorrow morning. We're around if you need to chat. Thanks.

Respectfully,

Brandon L. Ballard, Esq. (he/him/his)  
Strategic Litigation Attorney  
Legal Aid Society of Eastern Virginia  
125 St. Paul's Blvd., Suite 400  
Norfolk, VA. 23510  
Ph: (757) 648-1241  
Fax: (757) 622-8102  
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**From:** Diamond C. Royster <[DRoyster@vbgov.com](mailto:DRoyster@vbgov.com)>  
**Sent:** Tuesday, June 9, 2026 4:23 PM  
**To:** Brandon Ballard <[BrandonB@laseva.org](mailto:BrandonB@laseva.org)>  
**Cc:** Melissa Bonfiglio <[melissab@laseva.org](mailto:melissab@laseva.org)>; Evan Carcerano <[evanc@laseva.org](mailto:evanc@laseva.org)>; Ruth D. Hill <[RDHill@vbgov.com](mailto:RDHill@vbgov.com)>; [26-0318164@laseva.legalserver.org](mailto:26-0318164@laseva.legalserver.org)  
**Subject:** RE: Reasonable Accommodation Request: Rasheda Scott

Brandon,

As promised, a status update. Still waiting for documentation on our end, so that it can be reviewed in full. I will reach back out to you no later than this Friday.

Thank you for your patience.

Kind regards,  
Diamond

*Diamond C. Royster*

Assistant City Attorney

City of Virginia Beach | City Attorney's Office  
2401 Courthouse Drive, Suite 2098 | Virginia Beach, VA 23456  
(757)385-8113 | [droyster@vbgov.com](mailto:droyster@vbgov.com)



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**From:** Diamond C. Royster  
**Sent:** Friday, June 5, 2026 8:25 AM  
**To:** 'Brandon Ballard' <[BrandonB@laseva.org](mailto:BrandonB@laseva.org)>  
**Cc:** Melissa Bonfiglio <[melissab@laseva.org](mailto:melissab@laseva.org)>; Evan Carcerano <[evanc@laseva.org](mailto:evanc@laseva.org)>; Ruth D. Hill <[RDHill@vbgov.com](mailto:RDHill@vbgov.com)>; [26-0318164@laseva.legalserver.org](mailto:26-0318164@laseva.legalserver.org)  
**Subject:** RE: Reasonable Accommodation Request: Rasheda Scott

Good morning, Brandon.

Thank you for reaching back out. Unfortunately, as we review the request and matter as a whole, we have experienced some delay with getting all the documentation needed to appropriately address your concerns. I do apologize for the delay. Please know that we are actively working on this matter to get you an appropriate response as soon as possible.

I will follow up with you on Tuesday for either a status update or answer so that you can also keep your client updated.

Kind regards,  
Diamond

*Diamond C. Royster*  
Assistant City Attorney

City of Virginia Beach | City Attorney's Office  
2401 Courthouse Drive, Suite 2098 | Virginia Beach, VA 23456  
(757)385-8113 | [droyster@vbgov.com](mailto:droyster@vbgov.com)



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**From:** Brandon Ballard <[BrandonB@laseva.org](mailto:BrandonB@laseva.org)>  
**Sent:** Thursday, June 4, 2026 1:32 PM  
**To:** Diamond C. Royster <[DRoyster@vbgov.com](mailto:DRoyster@vbgov.com)>  
**Cc:** Melissa Bonfiglio <[melissab@laseva.org](mailto:melissab@laseva.org)>; Evan Carcerano <[evanc@laseva.org](mailto:evanc@laseva.org)>; Ruth D. Hill <[RDHill@vbgov.com](mailto:RDHill@vbgov.com)>; [26-0318164@laseva.legalserver.org](mailto:26-0318164@laseva.legalserver.org)  
**Subject:** RE: Reasonable Accommodation Request: Rasheda Scott

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Ms. Royster:

Good afternoon. Following up on this matter to see if your office has any updates? Thank you.

Respectfully,

Brandon L. Ballard, Esq. (he/him/his)

Strategic Litigation Attorney  
Legal Aid Society of Eastern Virginia  
125 St. Paul's Blvd., Suite 400  
Norfolk, VA: 23510  
Ph: (757) 648-1241  
Fax: (757) 622-8102  
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**From:** Diamond C. Royster <[DRoyster@vbgov.com](mailto:DRoyster@vbgov.com)>  
**Sent:** Friday, May 29, 2026 4:06 PM  
**To:** Brandon Ballard <[BrandonB@laseva.org](mailto:BrandonB@laseva.org)>  
**Cc:** Melissa Bonfiglio <[melissab@laseva.org](mailto:melissab@laseva.org)>; Evan Carcerano <[evanc@laseva.org](mailto:evanc@laseva.org)>; Ruth D. Hill <[RDHill@vbgov.com](mailto:RDHill@vbgov.com)>;  
[26-0318164@laseva.legalserver.org](mailto:26-0318164@laseva.legalserver.org)  
**Subject:** RE: Reasonable Accommodation Request: Rasheda Scott

Good afternoon, Brandon.

I appreciate your patience. I unfortunately do not have an official answer regarding your reasonable accommodation request today, as hoped. We are actively reviewing it and should have more information for you and your client next week. I will follow up as soon as possible and will keep you updated.

Kind regards,  
Diamond

**Diamond C. Royster**

Assistant City Attorney

City of Virginia Beach | City Attorney's Office  
2401 Courthouse Drive, Suite 2098 | Virginia Beach, VA 23456  
(757)385-8113 | [droyster@vbgov.com](mailto:droyster@vbgov.com)



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**From:** Brandon Ballard <[BrandonB@laseva.org](mailto:BrandonB@laseva.org)>  
**Sent:** Thursday, May 28, 2026 2:25 PM  
**To:** Diamond C. Royster <[DRoyster@vbgov.com](mailto:DRoyster@vbgov.com)>  
**Cc:** Melissa Bonfiglio <[melissab@laseva.org](mailto:melissab@laseva.org)>; Evan Carcerano <[evanc@laseva.org](mailto:evanc@laseva.org)>; Ruth D. Hill <[RDHill@vbgov.com](mailto:RDHill@vbgov.com)>;  
[26-0318164@laseva.legalserver.org](mailto:26-0318164@laseva.legalserver.org)  
**Subject:** RE: Reasonable Accommodation Request: Rasheda Scott

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Good afternoon. I appreciate your response and look forward to connecting with you tomorrow.

Respectfully,

Brandon L. Ballard, Esq. (he/him/his)  
Strategic Litigation Attorney  
Legal Aid Society of Eastern Virginia  
125 St. Paul's Blvd., Suite 400  
Norfolk, VA. 23510  
Ph: (757) 648-1241  
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**From:** Diamond C. Royster <[DRoyster@vbgov.com](mailto:DRoyster@vbgov.com)>  
**Sent:** Thursday, May 28, 2026 12:24 PM  
**To:** Brandon Ballard <[BrandonB@laseva.org](mailto:BrandonB@laseva.org)>  
**Cc:** Melissa Bonfiglio <[melissab@laseva.org](mailto:melissab@laseva.org)>; Evan Carcerano <[evanc@laseva.org](mailto:evanc@laseva.org)>; Ruth D. Hill <[RDHill@vbgov.com](mailto:RDHill@vbgov.com)>;  
[26-0318164@laseva.legalserver.org](mailto:26-0318164@laseva.legalserver.org)  
**Subject:** RE: Reasonable Accommodation Request: Rasheda Scott

Good afternoon, Brandon.

Thank you for sending this my way. I will be following up with you tomorrow. Talk with you soon.


Kind regards,  
Diamond

Diamond C. Royster

Assistant City Attorney

City of Virginia Beach | City Attorney's Office  
2401 Courthouse Drive, Suite 2098 | Virginia Beach, VA 23456  
(757)385-8113 | [droyster@vbgov.com](mailto:droyster@vbgov.com)



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**From:** Brandon Ballard <[BrandonB@laseva.org](mailto:BrandonB@laseva.org)>  
**Sent:** Thursday, May 21, 2026 1:52 PM  
**To:** Diamond C. Royster <[DRoyster@vbgov.com](mailto:DRoyster@vbgov.com)>  
**Cc:** [melissab@laseva.org](mailto:melissab@laseva.org); Evan Carcerano <[evanc@laseva.org](mailto:evanc@laseva.org)>; Ruth D. Hill <[RDHill@vbgov.com](mailto:RDHill@vbgov.com)>; [26-0318164@laseva.legalserver.org](mailto:26-0318164@laseva.legalserver.org)  
**Subject:** Reasonable Accommodation Request: Rasheda Scott  
**Importance:** High

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Dear Ms. Royster:

Attached please find a reasonable accommodation request, along with supporting documentation, issued on behalf of our client, Ms. Rasheda Scott. We ask that DHNP provide a written response no later than close of business day Thursday, May 28, 2025. Should you have any questions or concerns, please do not hesitate to contact us. Thank you.

Respectfully,

Brandon L. Ballard, Esq. (he/him/his)  
Strategic Litigation Attorney  
Legal Aid Society of Eastern Virginia  
125 St. Paul's Blvd., Suite 400  
Norfolk, VA. 23510  
Ph: (757) 648-1241  
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