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UNITED STATES DISTRICT COURT
DISTRICT OF GUAM

ROSITA SOSTENIS,

Plaintiff,

v.

GUAM HOUSING AND URBAN RENEWAL AUTHORITY; ELIZABETH F. NAPOLI, IN HER OFFICIAL CAPACITY AS EXECUTIVE DIRECTOR OF GHURA; KIMBERLY K. BERSAMIN, IN HER OFFICIAL CAPACITY AS ALTERNATE INFORMAL HEARING OFFICER FOR GHURA; DENISE WHITE, IN HER OFFICIAL CAPACITY AS SECTION 8 ACTING HOUSING SPECIALIST SUPERVISOR FOR GHURA; JULIEANN LUJAN, IN HER OFFICIAL CAPACITY AS INFORMAL HEARING OFFICER FOR GHURA; AND NICOLE R. ALEJANDRO, IN HER OFFICIAL CAPACITY AS SECTION 8 ADMINISTRATOR FOR GHURA,

Defendants.

CIVIL CASE NO. 26-00039

VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF, INCLUDING EMERGENCY INJUNCTIVE RELIEF, DECLARATORY RELIEF, DAMAGES, AND ATTORNEY'S FEES

COMES NOW Plaintiff, ROSITA SOSTENIS, through Counsel Micronesian Legal Services Corporation, by Directing Attorney, Heidi E. Simpson, who files this Complaint against the above named Defendants for violating the United States Housing Act, 42 U.S.C. § 1437d(k), 42 U.S.C. § 1437d(q), the Privacy Act, the Fair Housing Act, Title VI of the Civil Rights Act,

the Due Process clause of the 14th Amendment to the United States Constitution, the Equal Protection clause of the 14th Amendment, and Guam law. Plaintiff seeks emergency injunctive relief, declaratory relief, money damages, and attorney's fees.

I. INTRODUCTION

1. Rosita Sostenis is a resident of Guam and a participant in the Section 8 Housing Choice Voucher administered by the Guam Housing and Urban Renewal Authority (GHURA).

2. GHURA has proposed terminating Ms. Sostenis's housing assistance based on alleged juvenile delinquency of Ms. Sostenis's minor ward, supported by a Juvenile Delinquency complaint, which under Guam law, federal law and GHURA's own policies should neither be in GHURA's possession, nor used as evidence of criminal activity.

3. GHURA has seemingly uploaded this sensitive juvenile information, as well as confidential information about Ms. Sostenis's household into Chat GPT or a similar generative AI program, violating its confidentiality obligations.

4. GHURA has issued two informal hearing decisions, both of which were issued in violation of procedural requirements under the United States Constitution, federal law, Guam law, and GHURA's own policies.

5. In both decisions, GHURA failed to apply any relevant law or determine facts, and instead decided to uphold the proposed termination of Ms. Sostenis's assistance because the hearing officer believes Ms. Sostenis does not deserve to stay in the program.

6. Throughout this process, GHURA consistently failed to provide Ms. Sostenis with any meaningful language access, despite explicit requests for interpretation and language access services, in violation of federal law and GHURA's own policies.

7. GHURA's most recent decision states that Ms. Sostenis's benefits will be

terminated beginning November 1, 2026.

8. Because of GHURA and its staff's unlawful actions, Ms. Sostenis and her family were pressured to move out of their home on November 1 and are now experiencing homelessness, the loss of their desperately needed housing subsidy, economic loss, and mental anguish.

II. JURISDICTION AND VENUE

9. This Court has jurisdiction over this action and the Defendants pursuant to 28 U.S.C. §§ 1331, 1343(a)(3), 1343(a)(4), 1367, 5 U.S.C. § 552a(g)(1) and 42 U.S.C. §§ 1437d(q)(7) and 3613 because this case arises under the Constitution and laws of the United States and Guam law.

10. This Court has the authority to issue declaratory and injunctive relief pursuant to 28 U.S.C. §§ 2201 and 2202, and Federal Rules of Civil Procedure Rules 57 and 65.

11. This Court has the authority to order damages pursuant to 5 U.S.C. § 552a(g)(1) and 42 U.S.C. § 1437d(q)(7), and punitive damages pursuant to 42 U.S.C. § 3613(c)(1).

12. The principal events giving rise to the claims stated herein all occurred in the District of Guam. Venue is proper under 28 U.S.C. § 1391(b)(2).

III. PARTIES

13. Plaintiff ROSITA SOSTENIS is a low-income resident of Guam who participates in the Section 8 Housing Choice Voucher Program administered by Guam Housing and Urban Renewal Authority. At all material times relevant to this suit, Ms. Sostenis was domiciled on Guam.

14. Defendant GUAM HOUSING AND URBAN RENEWAL AUTHORITY (GHURA) is Public Housing Agency that operates federally funded housing assistance

programs. It was created by the Guam legislature as an autonomous agency, and pursuant to 12 G.C.A. § 5104, it has the power to sue and be sued, and the power to acquire, own, and sell property. GHURA's offices are all located on Guam, and GHURA primarily conducts its business on Guam.

15. Defendant ELIZABETH F. NAPOLI is the Executive Director of GHURA. On information and belief, at all relevant times, Ms. Napoli has been domiciled on Guam.

16. Defendant KIMBERLY K. BERSAMIN is the Alternate Informal Hearing Officer of GHURA. On information and belief, at all relevant times, Ms. Bersamin has been domiciled on Guam.

17. Defendant DENISE WHITE is the Section 8 Acting Housing Specialist Supervisor for GHURA. On information and belief, at all relevant times, Ms. White has been domiciled on Guam.

18. Defendant JULIEANN LUJAN is the Informal Hearing Officer at GHURA. On information and belief, at all relevant times, Ms. Lujan has been domiciled on Guam.

19. Defendant NICOLE R. ALEJANDRO is the Section 8 Administrator for GHURA. On information and belief, at all relevant times, Ms. Alejandro has been domiciled on Guam.

IV. OVERVIEW OF THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

20. The Housing Choice Voucher Program, commonly referred to as "Section 8," is funded through the U.S. Department of Housing and Urban Development ("HUD") and is administered by a local Public Housing Agency (PHA).

21. 12 G.C.A. § 5103(a) establishes that GHURA shall be a local Public Housing

Agency as defined by the United States Housing Act of 1937.

22. Under the Section 8 program, a tenant rents from a private landlord of their choosing. The local PHA pays a portion of the tenant's rent directly to the landlord, and the tenant pays the remainder.

23. The purpose of the Section 8 program, as regulated by HUD, is "aiding low-income families in obtaining a decent place to live and . . . promoting economically mixed housing." 42 U.S.C. § 1473f(a).

24. As such, tenant rental payments are capped at the greater of 30% of the family's monthly adjusted income, or 10% of the family's monthly income, and cannot exceed 40% of the family's monthly adjusted income. 42 U.S.C. § 1473f(o)(2)(A), 42 U.S.C. § 1473f(o)(3). The remaining rent is paid as a Housing Assistance Payment directly to the Landlord.

25. Courts in the Ninth Circuit have consistently held that recipients and applicants for these benefits have a federally protected property interest in these benefits for the purposes of the 14th Amendment. *See e.g. Ressler v. Pierce,* 692 F.2d 1212, 1215 (9th Cir. 1982) (finding that applicants for housing benefits have a protected property interest in receiving those benefits).

26. The second sentence of the 14th Amendment, which contains the Due Process and Equal Protection clauses was expressly extended to Guam in the Bill of Rights of the Organic Act of Guam signed into law on August 1, 1950 and codified at 48 U.S.C. § 1421b(u). 48 U.S.C. § 1421b(u) ("The following provisions of and amendments to the Constitution of the United States are hereby extended to Guam . . . and shall have the same force and effect there as in the United States or in any State of the United States: . . . the second sentence of section 1 of the fourteenth amendment").

27. The Due Process clause mandates that recipients of welfare benefits must be provided with a pre-deprivation notice and opportunity to be heard. *See e.g. Goldberg v. Kelly* 397 U.S. 254 (1970) (holding that due process requires pre-deprivation notice and opportunity to be heard in the public benefits context).

28. Housing Authorities must also statutorily provide notice before termination of Section 8 benefits. 42 U.S.C. § 1473d(k); 24 C.F.R. § 982.555.

29. The Notice must state "the specific grounds of any proposed adverse public housing agency action." 42 U.S.C. § 1437(d)(k)(1). Where termination is proposed due to a family's action or failure to act, the *written* notice must "contain a brief statement of reasons for the decision" and inform the family of their right to request an informal hearing on the decision. 24 C.F.R. § 982.555(c)(2).

30. The hearing must be "before an impartial party." 42 U.S.C. § 1437d(k)(2). The purpose of the informal hearing is to determine whether the PHA's decision is "in accordance with the law, HUD regulations and PHA policies." 24 C.F.R. § 982.555(a)(1).

31. A PHA's internal policies are outlined in its Administrative Plan.

32. GHURA's Administrative Plan, citing to 24 C.F.R. § 982.555(c), requires that notice of a decision subject to an informal hearing will include "[a] brief statement of the reasons for the decision, including the regulatory reference." GHURA Administrative Plan, Page 16-15.

33. Although the federal regulations provide that informal hearings before a PHA are not bound by the rules of evidence applicable to judicial proceedings, GHURA's policies state "[t]he hearing officer may include hearsay evidence when considering their decision if it is corroborated by other evidence." GHURA Administrative Plan, Page 16-19; *see also* 24 C.F.R. § 982.555(e)(6).

34. A PHA is authorized to terminate assistance for drug related criminal activity, violent criminal activity, or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. 24 C.F.R. § 982.551(l).

35. Violent criminal activity is defined as "any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage." 24 C.F.R. § 5.100.

36. GHURA defines immediate vicinity as "within a three-block radius of the premises." GHURA Administrative Plan, Page 3-20.

37. GHURA's policies on termination in its administrative plan only address Violent Criminal Activity and Drug-Related Criminal Activity, so presumably GHURA has elected to not terminate participants who engage in other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. *See* GHURA Administrative Plan, Page 12-4, 12-5 (not mentioning other criminal activity).

38. However, GHURA has included an obligation not to engage in other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises in its statement of family obligations, and has indicated that it will terminate assistance for a violation of the family obligations. *See* GHURA's Administrative Plan, Page 12-5 (stating failure to comply with the obligations will cause termination); *see also* GHURA's Administrative Plan, Page 12-18 – 12-20 (listing the family obligations).

39. PHA's are obligated to ensure that "any criminal record received by the public

housing agency is maintained confidentially; [and] not misused or improperly disseminated." 42 U.S.C. § 1437d(q)(4).

40. There is an additional obligation that juvenile criminal records only be obtained to the extent "authorized under the law of the applicable State, tribe, or locality." 42 U.S.C. § 1437d(q)(1)(C).

41. While this provision is in the context of requesting the records directly from law enforcement, GHURA's obligation to maintain confidentiality and not misuse these records applies to "any criminal record." 42 U.S.C. § 1437d(q)(4).

42. The Guam Family Court Act provides that records of Juvenile Delinquency proceedings "shall be privileged and shall not be disclosed directly, or indirectly to anyone other than the judge or others entitled under this Chapter . . . unless and until otherwise ordered by the judge." 19 G.C.A. § 5122.

43. Federal regulations and GHURA's Administrative Plan allow for the use of a non-attorney as a Hearing Officer. *See* 24 C.F.R. § 982.555(e)(4)(i) ("[t]he hearing may be conducted by any person or persons designated by the PHA"); *see also* GHURA's Administrative Plan, Page 16-18 ("[i]nformal hearings will be conducted by a person or persons approved by GHURA").

44. However, Guam's Administrative Adjudication Law mandates that "[e]xcept in the case of hearings before the Worker's Compensation Commission, the hearing officer shall be an attorney." 5 G.C.A. § 9220(a).

45. The purpose of the hearing is to determine whether PHA decisions are in accordance with law, regulations and PHA policies. 24 C.F.R. § 982.555(a)(1); 5 G.C.A. § 9232; *see also* GHURA's Administrative Plan, Page 16-12 ("The purpose of the informal hearing is to

consider whether GHURA's decisions related to the family's circumstances are in accordance with the law, HUD regulations and PHA policies.").

46. The decision must be written, state a reason for the decision, and any factual determinations "shall be based on a preponderance of the evidence presented at the hearing." 24 C.F.R. § 982.555(e)(6).

47. GHURA's Administrative Plan states that "[a]s with in-person reviews, Limited English Proficiency requirements also apply to remote informal hearings." GHURA's Administrative Plan, Page 16-14.

48. GHURA's Administrative plan states "GHURA will offer competent interpretation services free of charge, upon request, to the [Limited English Proficiency] person." GHURA's Administrative Plan, Page 2-11.

49. The plan further states "GHURA will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent, or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered." GHURA's Administrative Plan, Page 2-11.

50. The Administrative Plan also notes that failure to provide these language access services may constitute unlawful discrimination on the basis of National Origin. GHURA's Administrative Plan, Page 2-10.

V. FACTUAL ALLEGATIONS

51. Ms. Rosita Sostenis receives a housing subsidy under the Section 8 Housing Choice Voucher program.

52. Ms. Sostenis resides in a household of three with her adult daughter, Ms. Neisonong Nauro, and the minor child J.P., who is Ms. Sostenis's grandnephew and legal ward.

53. Ms. Sostenis is the head of household under the Section 8 Housing Choice Voucher program.

54. Ms. Sostenis speaks Chuukese fluently and is not proficient in English.

55. Ms. Nauro primarily speaks English.

56. Ms. Nauro speaks some Chuukese but is not comfortable with the language, and primarily communicates with Ms. Sostenis using simple sentences in English with limited Chuukese words thrown in.

57. Ms. Nauro does not believe that she is capable of providing meaningful interpretation for Ms. Sostenis and generally does not attempt to provide simultaneous interpretation for Ms. Sostenis.

58. Ms. Sostenis often brings Ms. Nauro with her to appointments to help her communicate with her caseworker, but often Ms. Sostenis does not understand what was said or what happened at these appointments until significantly after the appointment, when she is able to have long conversations with Ms. Nauro in broken English and Chuukese.

59. Ms. Sostenis has been a recipient of benefits under the Housing Choice Voucher program since approximately 2005, and her current Housing Choice Voucher is for a three bedroom unit.

60. Presently, Ms. Sostenis's landlord charges $1,950.00 per month for rent of her family's three bedroom unit.

61. Presently, GHURA pays $1,819 per month directly to Ms. Sostenis's landlord, and Ms. Sostenis is responsible for the remaining $131.00 in rent.

62. Until approximately June 1, 2026, GHURA paid $1,917.00 to Ms. Sostenis's landlord and Ms. Sostenis only paid $33.00 each month.

63. On June 1, 2026, after Ms. Sostenis's annual recertification, GHURA's payment decreased and Ms. Sostenis's share increased.

64. At Ms. Sostenis's annual recertification, she was informed that if she remains under the Section 8 Housing Choice Voucher program, she will be downsized to a two bedroom unit.

65. Ms. Sostenis is sixty-one years old and faces recurring health problems that have caused her to be hospitalized periodically and make it difficult for her to maintain steady employment.

66. Ms. Sostenis's health problems include some problems with her brain which periodically make her forgetful and can cause dizziness.

67. Currently, Ms. Sostenis's daughter is the only person in Ms. Sostenis's household who is able to work.

68. Without her Section 8 Housing Choice Voucher, Ms. Sostenis is unable to afford her household's current rental amount, and she and her family would likely become homeless.

69. In early January 2026, Ms. Sostenis received a phone call from her minor ward's school, instructing her to bring the child to the school to speak with the police.

70. When Ms. Sostenis arrived, the police were gone and she was instructed to bring her ward to the police station.

71. At the police station, he was arrested and taken to the Department of Youth Affairs where he remained for approximately one week before being released back into Ms. Sostenis's care.

72. A juvenile delinquency proceeding was initiated against J.P. in the Superior Court of Guam.

73. Alternate Public Defender was appointed as the attorney for the minor child in the delinquency proceeding.

74. On July 24, 2026, the Superior Court of Guam closed the juvenile delinquency case because the minor child satisfactorily completed all conditions of the Pre-Adjudication Diversion Program.

75. On February 16, 2026, Ms. Sostenis attended her annual recertification appointment at the GHURA office in Sinajana.

76. Ms. Sostenis brought Ms. Nauro with her to assist with communicating with her GHURA caseworker, Ms. Denise White.

77. Ms. Sostenis was not offered an interpreter, and no one fluent in both English and Chuukese was present at Ms. Sostenis's appointment.

78. At the appointment, Ms. Sostenis was asked in English if any member of her household had ever been arrested.

79. Without interpreting the question for Ms. Sostenis, Ms. Nauro immediately answered, stating that the minor child J.P. had been arrested.

80. At some point, either on this date or shortly after, Ms. Nauro, again without consulting with Ms. Sostenis, provided the Juvenile Delinquency Petition and Summons for J.P. to GHURA.

81. Ms. Sostenis was not aware that Ms. Nauro had answered this question in this way, and when she discovered what had happened, she was upset with her daughter.

82. Ms. Sostenis was upset because J.P.'s attorney had advised her that under Guam law, she did not need to disclose J.P.'s arrest and that she should not share J.P.'s court documents, as they are protected under Guam law.

83. After Ms. Nauro disclosed J.P.'s arrest, Ms. Sostenis was provided with a Notice of Proposed Termination on the same date, stating an intent to terminate Ms. Sostenis's assistance effective March 31, 2026. The Notice of Proposed Termination is attached hereto and marked as Exhibit A.

84. The Notice of Proposed Termination states that Ms. Sostenis is being terminated for "Criminal activity C.F.R. 982.53."

85. There are no other factual allegations in the Notice of Proposed Termination.

86. The Notice of Proposed Termination explains that to dispute the termination, Ms. Sostenis must submit a written response on or before March 3, 2026.

87. The Notice expressly states that if Ms. Sostenis submits a timely response, "an informal hearing will be scheduled and [she will] be promptly notified of the time and date."

88. Shortly after February 16, 2026, Ms. Nauro helped Ms. Sostenis write a response to the Notice of Proposed Termination requesting an informal hearing, and Ms. Sostenis submitted this letter to GHURA.

89. The original letter was written on green paper.

90. After submitting her letter, Ms. Sostenis called GHURA to follow up and was informed that they had no record of her informal hearing request.

91. Because of this, on February 26, 2026, Ms. Nauro helped Ms. Sostenis write another informal hearing request on lined paper, which was submitted to GHURA and stamped received on February 26, 2026. A redacted version of the appeal letter is attached hereto and marked as Exhibit "B." The redactions are made to protect sensitive juvenile information. On information and belief, all Defendants are in possession of a complete, and unredacted version of the appeal letter.

92. The informal hearing request letter written by Ms. Sostenis's daughter states in relevant part that J.P. "decided to make a bad choice and follow a group of neighborhood friends that [Ms. Sostenis] was not aware of, to break into a school and vandalize it."

93. The letter further states that J.P. "regrets and takes full responsibility for his actions."

94. After February 26, 2026, Ms. Sostenis continued to periodically follow up with GHURA, but each time she reached out she was informed that no informal hearing had been scheduled.

95. On or about May 14, 2026, Ms. Sostenis received a decision from an informal hearing officer, without ever having had an informal hearing or opportunity to defend herself. A redacted version of the informal hearing decision is attached hereto and marked as Exhibit "C." The redactions are made to protect sensitive juvenile information. On information and belief, all Defendants are in possession of a complete, and unredacted version of the first informal hearing decision.

96. The May 14, 2026 decision upheld the proposed termination and stated the effective date of termination would be June 30, 2026.

97. The decision was signed by GHURA Informal Hearing Officer Julieann G. Lujan, who, on information and belief, is not an attorney.

98. The decision states Ms. Sostenis may pursue reversal of the decision through Guam's court system at Ms. Sostenis's expense.

99. On May 20, 2026, through J.P.'s attorney, Alternate Public Defender, Ms. Sostenis reached out to GHURA's Executive Director inquiring about the lack of informal hearing.

100. On May 26, 2026, J.P.'s attorney received a response that appeared to have been generated by ChatGPT stating that, among other things, "the Informal Hearing Officer exercised administrative discretion to terminate assistance. This process does not require an in-person hearing." A redacted version of the email is attached hereto and marked as Exhibit "D." The redactions are made to protect sensitive juvenile information. On information and belief, all Defendants are in possession of a complete, unredacted version of the email.

101. The email identifies Ms. Sostenis by name, claims that GHURA reviewed police reports, though none were ever provided by GHURA to Ms. Sostenis.

102. The email also identifies J.P.'s initials and the offenses and damages alleged in the Juvenile Delinquency Complaint.

103. Finally, the email adds additional allegations about "reporting violations" and the alleged criminal activity of a former household member, J.S.

104. On June 15, 2026, Ms. Sostenis retained Micronesian Legal Services Corporation as her counsel.

105. On June 15, 2026, Ms. Sostenis, through counsel submitted a letter to GHURA detailing many of the due process violations in Ms. Sostenis's case. A redacted version of the letter is attached hereto and marked as Exhibit "E." The redactions are made to protect sensitive juvenile information. On information and belief, all Defendants are in possession of a complete, and unredacted version of the letter.

106. In the June 15, 2026 letter, Ms. Sostenis requested that the hearing decision be disregarded and a new hearing be provided to Ms. Sostenis.

107. The letter to GHURA detailed very serious due process violations committed by GHURA including (1) initiating proceedings based on a constitutionally defective notice; (2)

failing to provide Ms. Sostenis an opportunity to be heard; (3) impermissibly relying solely on hearsay evidence; (4) demanding juvenile delinquency documents that are protected under Guam law; (5) failing to provide required language access services; and (6) violations of the Privacy Act from communications with Ms. Sostenis's adult daughter, who is not the head of household or an authorized representative.

108. Ms. Sostenis requested a response by Friday, June 19, 2026 in order to ensure she had sufficient time to file a court case if necessary to prevent the termination of her benefits on June 30, 2026.

109. On June 18, 2026, GHURA's Executive Director responded to Ms. Sostenis's request agreeing to disregard the May 14, 2026 decision and to provide Ms. Sostenis with an informal hearing. A redacted version of the response letter is attached hereto and marked as Exhibit "F." The redactions are made to protect sensitive juvenile information. On information and belief, all Defendants are in possession of a complete, and unredacted version of the response letter.

110. In the June 18, 2026 reply, GHURA conceded that the Notice of proposed termination did not properly cite the regulation that the proposed termination is based on.

111. GHURA asserts in that letter that the correct regulation is 24 CFR 982.553, but that they "do not believe that this error is material to facts of the matter or the final decision."

112. GHURA further asserts that "Ms. Sostenis is acutely aware of the violation and its impact on her continued participation in the program."

113. Presumably, this assertion stands for the unlawful proposition that GHURA need not identify in writing any meaningful factual basis for the proposed termination, as long as it believes the Participant is "aware" of the underlying factual assertions.

114. GHURA additionally asserts that it "has not relied on or considered hearsay evidence."

115. However, GHURA continually references juvenile delinquency complaint, which is itself hearsay and based on hearsay.

116. GHURA also claims that it "is not under any legal obligation to provide Chuukese translation services in the administration of its programs."

117. Nevertheless, GHURA agreed in its June 18, 2026 reply to set aside the May 14 decision and provide Ms. Sostenis with an informal hearing and a Chuukese interpreter at that hearing.

118. In preparation for the hearing, Ms. Sostenis timely submitted an evidence package to GHURA on Friday July 24, 2026 consisting of the following eighteen documents:

a. An Eight Page letter from counsel outlining Ms. Sostenis's arguments for the informal hearing and identifying her witnesses;

b. *Goodman v. Housing Authority of Dekalb County,* Civil Action File No. 1:17-CV-504-TWT (N.D. Ga. Aug 17, 2018);

c. 19 G.C.A. Chapter 5: The Family Court Act;

d. Policy Brief by the National Immigrant Justice Center on Prejudicial and Unreliable Police Reports;

e. Section 8 Administrative Plan Chapter 16;

f. Section 8 Administrative Plan Chapter 12;

g. Section 8 Administrative Plan Page 3-20;

h. *Goldberg v. Kelly*, 397 U.S. 254 (1970);

i. 24 C.F.R. § 982.555;

j. 24 C.F.R. § 982.553;

k. 24 C.F.R. § 982.53;

l. 24 C.F.R. § 5.100;

m. 24 C.F.R. § 982.551;

n. Print Out of Google Maps Showing the Distance from Ms. Sostenis's Residence to the location of the alleged criminal activity;

o. February 16, 2026 Proposed Notice of Termination;

p. Letter from Micronesian Legal Services Corporation Requesting GHURA to Disregard the Prior Informal Hearing Decision; and

q. Response Letter from Executive Director Napoli.

119. A redacted version of the letter from counsel is attached hereto and marked as Exhibit "G." The redactions are made to protect sensitive juvenile information. On information and belief, all Defendants are in possession of a complete, and unredacted version of the letter from counsel.

120. Through Counsel, Ms. Sostenis argued (1) that GHURA bears the burden of proof when it seeks to terminate someone's benefits, yet relies only on unlawfully obtained and inherently unreliable hearsay evidence; that this proceeding is defective because it relies on an unlawfully defective termination notice; and that even if the evidence were usable and the procedural defects were cured, the criminal activity alleged is not a type of criminal activity that allows a Public Housing Agency to terminate assistance.

121. Ms. Sostenis, also through counsel, timely requested to review her file and the evidence GHURA may present against her.

122. Ms. Sostenis's counsel was permitted to review her file on Monday, July 27,

2026.

123. The file contained only GHURA's documentation regarding Ms. Sostenis's participation in the Section 8 Housing Choice Voucher Program.

124. GHURA did not identify or provide any regulatory or policy documents that it intended to rely on at the informal hearing.

125. However, GHURA permitted Ms. Sostenis's counsel to request documents from the GHURA file be sent to counsel via email, which was done on Monday, July 27, 2026, after Ms. Sostenis's deadline to submit any evidence she may have by Friday, July 24, 2026.

126. The informal hearing occurred on Wednesday, July 29, 2026, at GHURA's office in Sinajana.

127. At the hearing, Ms. Sostenis's attorney brought a Chuukese speaking interpreter, Ms. Kenoisa Kau, and GHURA also provided an interpreter, Ms. Narie Ilon.

128. Simultaneous interpretation did not occur at this hearing and interpretation was only provided when the hearing officer had questions for Ms. Sostenis.

129. The hearing officer informed Ms. Sostenis and her attorney that the proceeding would be recorded.

130. On information and belief, GHURA is in possession of that recording of the hearing.

131. At the outset of the hearing, Ms. Sostenis, through counsel, requested the hearing officer make a determination as to whether the Juvenile Delinquency documents were admissible, given that they are privileged under Guam law.

132. The hearing officer did not seem to understand this request, and repeatedly stated that she already had the documents.

133. Ms. Sostenis also offered the order of the Superior Court of Guam closing J.P.'s case due to satisfactory completion of a pre-adjudication diversion program.

134. The hearing officer noted that the document was late, and Ms. Sostenis, through counsel, explained that the order was not filed with the Superior Court of Guam until July 24, 2026, and Ms. Sostenis did not personally receive a copy until after the deadline for her submission of evidence.

135. The hearing officer took the document, but did not make a decision as to whether it would be considered.

136. The document is referenced in the written decision, but no determination is made as to whether this document was actually included in the evidentiary record.

137. GHURA then argued that Ms. Sostenis had a prior informal hearing about a different household member in 2017, and that she did not deserve another chance to stay in the program.

138. GHURA provided the hearing decision in Ms. Sostenis's 2017 informal hearing, which involved a former household member and does not identify any factual information other than that there were two events "related to alcohol consumption (underage drinking)."

139. GHURA then argued that the Juvenile Delinquency Complaint, combined with the statements in the Informal Hearing Request letter made by Ms. Nauro on Ms. Sostenis's behalf that J.P. regretted and took responsibility for his actions proves that J.P. engaged in criminal activity.

140. GHURA did not identify any specific type of criminal activity or any distinct policy in its presentation.

141. GHURA also did not identify what specific actions it found J.P. took that

constituted "criminal activity."

142. Ms. Sostenis then presented her case through counsel, primarily as outlined in her letter.

143. Ms. Sostenis outlined the three types of criminal activity that allow termination from a public housing program under relevant federal regulations and GHURA's own policies.

144. Ms. Sostenis argued that because GHURA failed to allege any specific type of criminal activity, it could not have met its burden to show that Ms. Sostenis could be terminated from the program.

145. Ms. Sostenis also addressed each of the charges as alleged in the Juvenile Delinquency Complaint and pointed out that even if true, as alleged, none of those charges support termination.

146. The hearing officer then questioned Ms. Sostenis through GHURA's interpreter.

147. Rather than interpret the question and interpret the answer, Ms. Ilon directly answered some of the hearing officer's questions on Ms. Sostenis's behalf without saying anything to Ms. Sostenis in Chuukese, including admitting that the minor child J.P. did what he was accused of and that Ms. Sostenis was sorry to GHURA.

148. The hearing officer then stated that a written decision would be issued as soon as practicable.

149. A decision was issued on September 8, 2026, and confirmed by GHURA's executive director, Elizabeth Napoli on September 10, 2026. A redacted version of the second decision is attached hereto and marked as Exhibit "H." The redactions are made to protect sensitive juvenile information. On information and belief, all Defendants are in possession of a complete, and unredacted version of the second decision.

150. In its decision, GHURA inexplicably declines to make any fact findings as to what criminal activity actually occurred, and does not address the legal issues raised by Ms. Sostenis about the sufficiency of the evidence.

151. GHURA merely concludes that the appeal letter from Ms. Sostenis, written by third party Ms. Nauro acknowledges that the minor child J.P. accepted responsibility for his involvement in the alleged incident, but does not even attempt to identify the nature or extent of that involvement.

152. The hearing officer acknowledges only one procedural issue – the use of the incorrect regulation in the Notice of Proposed Termination – but claims that the procedural issue is "not material."

153. The hearing officer clearly identifies that she did not consider whether GHURA's decision was supported by fact and law, but instead that she considered "how many chances does a family get?"

154. The hearing officer concluded that she "cannot in good conscience grant the HOH another, 3rd chance opportunity when the Section 8 program has a substantial number of families waiting for an opportunity to receive federal housing assistance and program requirements that must be applied consistently."

155. Although the hearing officer concluded that a preponderance of evidence on file supported termination, she did not identify what evidence was considered.

156. The Hearing Officer's decision is signed, both by Alternate Informal Hearing Officer, Kimberly K. Bersamin, and by GHURA Executive Director Elizabeth Napoli.

157. The decision states that Ms. Sostenis's assistance will be terminated, effective November 1, 2026, and that Ms. Sostenis may pursue reversal of the decision through the Courts.

158. On approximately November 1, 2026, Ms. Sostenis's landlord demanded the key to the unit back and she did not know what else to do, so she voluntarily moved out.

159. Ms. Sostenis and her family are now homeless and temporarily staying at different relatives' houses for a handful of days at a time.

160. Ms. Sostenis has been separated from her minor ward because her relatives are not able to house all three people in her household.

161. Being homeless has caused unspeakable and irreparable mental and emotional anguish to Ms. Sostenis, her daughter, and her minor ward.

VI. CLAIMS FOR RELIEF

Claim One – GHURA and its staff are violating 42 U.S.C. § 1437d(k) by failing to provide Plaintiff with adequate written notice of her proposed termination, a meaningful opportunity for hearing, and a written decision that addresses the legal and factual issues raised at that hearing.

162. Plaintiff incorporates by reference and re-alleges the foregoing paragraphs as set forth fully in this paragraph.

163. 42 U.S.C. § 1437d(k) requires that the PHA provide specific notice, an impartial hearing officer, an opportunity to examine evidence, an opportunity to be heard, and a written decision prior to termination.

164. HUD's implementing regulations state that the purpose of the hearing is to determine whether the PHA's "decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and PHA policies." 24 C.F.R. § 982.555(a)(1).

165. The same regulations state that where a PHA is seeking to terminate a family's assistance because of the family's action or failure to act, "the PHA must give the opportunity for an informal hearing before the PHA terminates housing assistance." 24 C.F.R. §

982.555(a)(2).

166. HUD's implementing regulations also require that the written notice of the proposed action must contain a brief statement of reasons for the decision. 24 C.F.R. § 982.555(c)(2).

167. The regulations additionally state that all factual determinations relating to the family's circumstances "shall be based on a preponderance of the evidence presented at the hearing." 24 C.F.R. § 982.555(e)(6).

168. GHURA's Administrative Plan clarifies, referencing the implementing regulations at 24 C.F.R. § 982.555(e)(5), that although hearsay evidence is admissible in informal hearings, generally, "the hearing officer will not base a hearing decision on hearsay alone." GHURA's Administrative Plan, Page 16-19.

169. Despite this clear statutory, regulatory and policy guidance, GHURA and its staff are attempting to terminate Ms. Sostenis's benefits with an inadequate notice that misstates the regulations it is based upon and identifies the factual basis for the termination as "criminal activity," which is insufficient to meet the specific notice requirement.

170. GHURA's decision further does not apply the law or determine facts, but rather makes an assessment of whether Ms. Sostenis's family deserves the assistance she is entitled to.

171. The termination has caused irreparable injury to Ms. Sostenis and her family in the amount of her rental assistance payments and mental anguish and other economic and emotional harm caused by homelessness.

172. GHURA and its staff's violation of 42 U.S.C. § 1437d(k) and its implementing regulations deprived Plaintiff of rights secured by the laws of the United States under color of state law, which is actionable pursuant to 42 U.S.C. § 1983.

173. Ms. Sostenis is entitled to relief, including emergency injunctive relief, and declaratory relief.

Claim Two –GHURA and its staff are Violating the Due Process Clause of the United States Constitution by Failing to Provide Adequate Process

174. Plaintiff incorporates by reference and re-alleges the foregoing paragraphs as set forth fully in this paragraph.

175. As set out above, Section 8 eligibility can only be terminated for cause. Ms. Sostenis therefore has a protected property interest in her continued receipt of the assistance.

176. To comply with due process, Section 8 participants must be given adequate written notice and an opportunity to respond to their proposed termination from the program.

177. By failing to provide an adequate notice, even after Ms. Sostenis's June 15, 2026 letter laying out the defects in the notice, and asserting that the errors on the notice are irrelevant or an excusable "scrivener's error," GHURA, Ms. Napoli, Ms. Bersamin, Ms. Lujan, Ms. White and Ms. Alejandro are attempting to deprive Ms. Sostenis of her property without due process of law, in contravention of the 14th Amendment.

178. The notice's mere reference to "criminal activity" and an incorrect regulatory citation violates due process because it cannot be reasonably calculated to apprise Ms. Sostenis of the alleged perpetrator of said criminal activity, nor which type of criminal activity is alleged, given that the three types of criminal activity that justify termination, as established above: (1) alcohol or drug related criminal activity, (2) violent criminal activity, or (3) other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

179. The severity of this violation is underscored by the second written decision,

which, despite Ms. Sostenis's arguments on the issue having been presented both orally and in writing, still fails to identify *which type* of criminal activity Ms. Sostenis is accused of having committed.

180. The first written decision violates Ms. Sostenis's constitutionally protected right to be heard, as GHURA's Executive Director expressly conceded, both in her email and in her June 18, 2026 letter.

181. Although Ms. Sostenis was ultimately afforded an opportunity to be heard, the second written decision nevertheless violates her constitutionally protected right to a determination whether GHURA and its staff's actions are supported by facts and law, because the decision does not address whether GHURA and its staff's actions were supported by facts or law.

182. The failure to provide an adequate notice and GHURA's refusal to base its decision on facts and law, and reliance on hearsay evidence caused damages to Ms. Sostenis in the amount of her rental assistance payments, mental anguish, and the economic and other damages caused by homelessness.

183. The Defendants' violation of the due process clause occurred under color of state law, and is actionable pursuant to 42 U.S.C. § 1983.

184. Ms. Sostenis is entitled to injunctive relief, including emergency injunctive relief, and declaratory relief.

Claim Three – GHURA and its staff are violating the Equal Protection Clause of the United States Constitution by failing to provide Plaintiff with interpretation, translation, and other meaningful language access, as required by GHURA's own policies, and therefore discriminating against her on the basis of her national origin.

185. Plaintiff incorporates by reference and re-alleges the foregoing paragraphs as set

forth fully in this paragraph.

186. By failing to provide interpretation, communicating with an unauthorized household member, and when an interpreter was finally provided, by providing defective interpretation services during the informal hearing, GHURA has denied Ms. Sostenis equal protection on the basis of her national origin and native language.

187. The failure to provide adequate language access at any stage of these proceedings caused damages to Ms. Sostenis in the amount of her rental assistance payments, mental anguish, and the economic and other damages caused by homelessness.

188. The Defendants' violation of the due process clause occurred under color of state law, and is actionable pursuant to 42 U.S.C. § 1983.

189. Ms. Sostenis is entitled to injunctive relief, including emergency injunctive relief, and declaratory relief.

Claim Four – GHURA and its staff violated the Fair Housing Act by failing to provide Plaintiff with interpretation, translation, and other meaningful language access, and therefore discriminating against her on the basis of Plaintiff's National Origin.

190. Plaintiff incorporates by reference and re-alleges the foregoing paragraphs as set forth fully in this paragraph.

191. GHURA terminated Ms. Sostenis's assistance based on communications with a household member that were conducted entirely in English, which Ms. Sostenis had no meaningful opportunity to contest.

192. GHURA further failed to provide any meaningful interpretation for Ms. Sostenis, even when it agreed to provide her with an interpreter during her hearing because GHURA's interpreter answered questions for Ms. Sostenis without ever interpreting them into Chuukese.

193. GHURA then used these communications and this hearing to justify terminating

her assistance.

194. On information and belief, GHURA communicates directly with English speaking public housing residents, and English speaking public housing residents are informed of the allegations made against them by GHURA during an informal hearing.

195. On information and belief, there is a significant Chuukese speaking population on Guam, such that Chuukese meets the threshold requirements for language access outlined in GHURA's Administrative Plan, and GHURA is mandated by its own policies to provide adequate translation and interpretation services to Chuukese speakers.

196. GHURA's failure to provide adequate translation and interpretation services to Ms. Sostenis and its subsequent termination of her assistance constitutes discrimination on the basis of national origin, which is actionable under the Fair Housing Act, 42 U.S.C. § 3601, et seq.

197. This Court has jurisdiction over this claim pursuant to 42 U.S.C. § 3613(a), and may award actual and punitive damages, in addition to declaratory and injunctive relief and attorneys fees in accordance with 42 U.S.C. § 3613(c).

198. The failure to provide adequate language access at any stage of these proceedings caused damages to Ms. Sostenis in the amount of her rental assistance payments, mental anguish, and the economic and other damages caused by homelessness.

199. Ms. Sostenis is entitled to actual damages, punitive damages, injunctive relief, including emergency injunctive relief, declaratory relief, and reasonable attorneys fees.

Claim Five – GHURA and its staff violated the Title VI of the Civil Rights Act by failing to provide Plaintiff with interpretation, translation, and other meaningful language access, and therefore discriminating against her on the basis of Plaintiff's National Origin.

200. Plaintiff incorporates by reference and re-alleges the foregoing paragraphs as set

forth fully in this paragraph.

201. GHURA terminated Ms. Sostenis's assistance based on communications with a household member that were conducted entirely in English, which Ms. Sostenis had no meaningful opportunity to contest.

202. GHURA further failed to provide any meaningful interpretation for Ms. Sostenis, even when it agreed to provide her with an interpreter during her hearing because GHURA's interpreter answered questions for Ms. Sostenis without ever interpreting them into Chuukese.

203. GHURA then used these communications and this hearing to justify terminating her assistance.

204. On information and belief, GHURA communicates directly with English speaking public housing residents, and English speaking public housing residents are informed of the allegations made against them by GHURA during an informal hearing.

205. On information and belief, there is a significant Chuukese speaking population on Guam, such that Chuukese meets the threshold requirements for language access outlined in GHURA's Administrative Plan, and GHURA is mandated by its own policies to provide adequate translation and interpretation services to Chuukese speakers.

206. GHURA's failure to provide adequate translation and interpretation services to Ms. Sostenis and its subsequent termination of her assistance constitutes discrimination on the basis of national origin, which is actionable under Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, et seq.

207. Ms. Sostenis is entitled to injunctive relief, including emergency injunctive relief, declaratory relief, and reasonable attorneys fees.

Claim Six – GHURA and its staff violated 42 U.S.C. § 1437d(q) by requesting, using, and

disseminating sensitive Juvenile Delinquency proceeding records while not authorized to do so under Guam law.

208. Plaintiff incorporates by reference and re-alleges the foregoing paragraphs as set forth fully in this paragraph.

209. 42 U.S.C. § 1437d(q)(1)(C) requires that requests for information relating to criminal records of a juvenile be made "only to the extent that the release of such information is authorized under the law of the applicable State."

210. Under 19 G.C.A. § 5122, juvenile criminal information pertaining to a first offense is only disclosable if disclosure is authorized by the Judge.

211. By requesting J.P.'s juvenile delinquency complaint, and insisting on using it as evidence to terminate Ms. Sostenis's housing assistance, even after being informed repeatedly by Counsel that this was unlawful misuse of the information, GHURA has knowingly violated 42 U.S.C. § 1437d(q)(1)(C).

212. By utilizing J.P.'s juvenile delinquency complaint as evidence of criminal activity, even though the complaint is only allegations, the case was ultimately dismissed, and under 19 G.C.A. § 5122, the complaint should never have been disclosed to GHURA unless the Family Court Judge ordered it to be so disclosed, GHURA has misused sensitive juvenile criminal records in violation of its obligation under 42 U.S.C. § 1437d(q)(4)(B).

213. Further, by, on information and belief, using ChatGPT or another AI program to draft the May 26, 2026 email, GHURA and its staff have disclosed sensitive, and protected, juvenile information to a generative Artificial Intelligence program in violation of its obligations not to disclose or misuse sensitive criminal information under 42 U.S.C. § 1437d(q)(4)(A) and (B).

214. Pursuant to 42 U.S.C. § 1437d(q)(7)(B), Ms. Sostenis is entitled to money damages, including attorneys fees and costs against GHURA for its violations of 42 U.S.C. § 1437d(q), regardless of whether the misuse of this sensitive juvenile criminal information was negligent or knowing.

215. GHURA's unlawful actions have caused Ms. Sostenis damages in the amount of her rental assistance payments, mental anguish, and the economic and other damages caused by homelessness.

Claim Seven – GHURA and its staff violated the Privacy Act 5 U.S.C. § 552a by communicating directly with, and discussing sensitive household information with Ms. Neisonong Nauro without proper authorization from Ms. Sostenis, the head of household.

216. Petitioner incorporates by reference and re-alleges the foregoing paragraphs as set forth fully in this paragraph.

217. The privacy act prohibits agencies from disclosing any records by any means of communication without the prior written consent of the person to whom the record pertains 5 U.S.C. § 552a(b).

218. On information and belief, GHURA has never obtained written consent from Ms. Sostenis to communicate with Ms. Nauro about Ms. Sostenis's household

219. By discussing sensitive household information with Ms. Nauro, in a language Ms. Sostenis does not understand, without authorization, GHURA has violated its obligations under the Privacy Act.

220. Further, by, on information and belief, using ChatGPT or another AI program to draft the May 26, 2026 email, GHURA and its staff have disclosed sensitive, and protected, juvenile information to a generative Artificial Intelligence program in violation of its obligations not to disclose any records to any entity without prior written consent under 5 U.S.C. § 552a(b).

221. GHURA's unlawful actions have caused Ms. Sostenis damages in the amount of her rental assistance payments, mental anguish, and the economic and other damages caused by homelessness.

222. Pursuant to 5 U.S.C. § 552a(g)(1)(D) and 5 U.S.C. § 552a(g)(4)(A) and (B), Ms. Sostenis is able to bring a civil action for damages against GHURA in the District Court of Guam for money damages for its violations of the Privacy Act.

223. Ms. Sostenis alleges that GHURA's actions were intentional or willful, and she is entitled to at least the statutory minimum of $1,000 in damages, as well as costs and attorneys fees, for each violation of the Privacy Act pursuant to 5 U.S.C. § 552a(g)(4)(A) and (B).

Claim Eight – GHURA and its staff's failure to provide adequate notice and process is arbitrary and capricious because it violates the agency's own Administrative Plan.

224. Petitioner incorporates by reference and re-alleges the foregoing paragraphs as set forth fully in this paragraph.

225. GHURA's own Administrative Plan requires it to provide adequate written notice, language access in the form of written translations and oral interpretation, and to base its informal hearing decisions on the facts and the law.

226. By providing an inadequate written notice, inadequate interpretation, and by disregarding the facts and the law to base its informal hearing decision on whether the hearing officer believes Ms. Sostenis's family deserve housing assistance, GHURA has arbitrarily and capriciously violated its own policies.

227. On judicial review, arbitrary or capricious agency actions can be reversed by a reviewing court.

228. Pursuant to 28 U.S.C. § 1367(a), this Court has jurisdiction to review this state

law claim.

229. Ms. Sostenis is entitled to injunctive relief, including emergency injunctive relief, and declaratory relief.

Claim Nine – GHURA and its staff's failure to follow the procedures laid out in Guam's Administrative Adjudication Law and process is arbitrary and capricious in violation of Guam Law.

230. Petitioner incorporates by reference and re-alleges the foregoing paragraphs as set forth fully in this paragraph.

231. Guam's Administrative Adjudication Law requires that hearing officers in contested cases "shall be an attorney and may be an attorney in full time service of the government of Guam." 5 G.C.A. § 9220(a).

232. On information and belief, both Ms. Lujan and Ms. Bersamin, who were the hearing officers in this contested case, are not attorneys.

233. Further, by failing to state "in ordinary and concise language the acts or omissions which [Ms. Sostenis] is charged and the statutes and regulations which [Ms. Sostenis] is alleged to have violated" in its Notice, GHURA has violated Guam's Administrative Adjudication Law's notice requirements, which are codified in 5 G.C.A. § 9201.

234. GHURA's actions are not in accordance with the law or supported by substantial evidence.

235. Pursuant to 28 U.S.C. § 1367(a), this Court has jurisdiction to review this state law claim.

236. Ms. Sostenis is entitled to injunctive relief, including emergency injunctive relief, and declaratory relief.

PRAYER

WHEREFORE, Petitioner prays for relief as follows:

1. Assume jurisdiction over this matter;
2. Grant Plaintiff's Motion to Proceed in Forma Pauperis, waive filing fees, and effect service on Defendants pursuant to 28 U.S.C. § 1915(d);
3. Grant Plaintiff's Ex Parte Motion for a Temporary Restraining Order mandating GHURA to reinstate her unlawfully terminated Section 8 Housing Choice Voucher at the pre-termination level of assistance for a three bedroom home;
4. Declare GHURA and its staff's actions unlawful and set aside the informal hearing decision;
5. Issue an order enjoining GHURA from terminating assistance under the program unless it follows the procedures and processes mandated by Federal Law, Guam Law, and GHURA's own policies;
6. Declare GHURA is required to follow its language access policies and provide translation and interpretation services in the Chuukese language;
7. Award Plaintiff damages for Defendants' violations of federal law;
8. Award reasonable attorneys' fees and costs for this action; and
9. Grant any further relief as this Court deems just and proper.

Respectfully Submitted,

MICRONESIAN LEGAL SERVICES CORPORATION
Attorneys for Plaintiff

Dated: November 6, 2026.

By /s/ Heidi E. Simpson
HEIDI E. SIMPSON
Directing Attorney

VERIFICATION

I, ROSITA SOSTENIS, declare under penalty of perjury that I am the Plaintiff in this action, I have read this Complaint or had it read to me, and the information in this petition is true and correct. I understand that a false statement of a material fact may serve as the basis for prosecution for perjury.

Dated: 11-6-26.

ROSITA SOSTENIS

ACKNOWLEDGMENT

Territory of Guam) ss:

On this 5th day of November 2026, before me, personally appeared *Rosita Sostenis*, the person whose name is signed above, known or identified to me, and acknowledged that he signed this document voluntarily for its stated purpose.

DEBORAH LYNNE BORJA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: FEB. 09, 2029
Commission Number NP: 25-0794P
238 Archbishop Flores Street, Suite 902, Hagatna, GU 96910

CERTIFICATE OF INTERPRETATION

I, Keniosa W. Kau, certify that I am fluent in the English language and in the Chuukese language. On November 6, 2026, I accurately and faithfully read and interpreted the attached Verified Complaint from English into Chuukese. Ms. Rosita Sostenis indicated to me that she fully understood the contents of the document before signing it.

Dated this 6th day of November, 2026.

KENOISA W. KAU