

professional corporations. The Council never appointed Sands Anderson, Rogers, Durbin, or Alejandro as City Attorney by resolution or ordinance, as the Charter required.

18. Rawls acted under color of state law within the meaning of 42 U.S.C. § 1983. His access to the closed-session materials underlying his affidavit, his concerted action with Sands Anderson, his April 17, 2026 Transmittal Memorandum signed “as a Member of Martinsville City Council,” and his invocation of the machinery of Va. Code § 24.2-233 each came by virtue of his elected office. *See West v. Atkins*, 487 U.S. 42, 49–50 (1988).

## FACTS

### **A. January 2023: A New Council Takes Office, and the Firm Arrives Without a Charter Appointment**

19. Mayor Jones and Defendant Rawls were each elected to the Martinsville City Council at the November 2022 election and took office on January 2, 2023. That same day, the Council elected Jones as Mayor and Rawls as Vice-Mayor. From the outset, Rawls treated Mayor Jones with open antagonism.

20. About six weeks later, Sands Anderson arrived. It never held the appointment the City Charter required. On February 13, 2023, Sands Anderson attorney Daniel M. Siegel transmitted to then-Councilmember Rawls, then-City Manager Leon Towarnicki, and then-Councilmember Jones an engagement letter purporting to retain the Firm as City Attorney. Section 2 of the Charter required that the City Attorney be “an attorney at law” appointed by Council — an individual, not a firm. The engagement letter named “Sands Anderson PC,” not any individual attorney, as the contracting party.

21. The Charter was amended in 2024 to permit appointment of “a member of a firm of attorneys,” but the appointment still had to be of an individual by Council resolution or ordinance. The Council never adopted any such resolution or ordinance. Stephen Durbin

nonetheless held himself out as City Attorney. The Firm thus operated under color of municipal authority but outside the agency the City could lawfully confer. As late as October 8, 2025, Durbin signed a letter to opposing counsel asserting that “this Firm serves as City Attorney for the City,” even though no Council resolution or ordinance ever appointed it.

22. The financial dimension of the engagement became contentious almost immediately — Rawls himself was among the first to protest. By June 26, 2023, City Manager Towarnicki was reporting the Firm’s early invoices to Council, and Rawls replied, “We need suggestions to reduce those costs by 70%.” Then-Vice-Mayor Lawson wrote, “the cost for this service is not the best use of taxpayer money and to be quite honest, have they really done anything of any significance for us?” When Mayor Jones and the City’s other Black officials later raised the same concern about the Firm’s billing, Rawls and the Firm responded with adverse action.

23. The Firm that manufactured the accusations was itself a participant in the finances it purported to police. Sands Anderson began billing the City as its self-styled City Attorney in the spring of 2023, well before the conduct it would later investigate, and its own fees became the most conspicuous feature of the City’s legal finances: spending rose 245% in a single fiscal year, charged under an engagement the Charter never authorized. Yet when the City’s financial management became the predicate for the accusations against Mayor Jones and the City Manager, the Firm did not submit its own billing records or disclose its unappointed status to the independent outside counsel that the Department of Risk Management, the Commonwealth’s Attorney, and its own published guidance all said the circumstances required. It made itself the investigator instead, and the two officials who had begun to question its bills became the subjects of investigation.

**B. Fall 2023: The City Manager Is Hired**

24. In Fall 2023, the Council hired Aretha R. Ferrell-Benavides — an African-American woman with 30 years of public-sector leadership and three prior City Manager appointments — as City Manager. After her interview, an internal email surfaced showing that Rawls and Councilmember Tammy Pearson, both white, had called her “a liar and a fake” before she was hired. The Council hired her anyway. Mayor Jones, then a Councilmember, supported her hiring and continued to support her as Rawls’s conduct toward her escalated. That support is the thread Defendants would later punish.

**C. December 2023 Through 2024: A Documented Pattern of Race-Based Hostility**

25. Mayor Jones’s support for Ms. Ferrell-Benavides put him at odds with something larger than a single personnel dispute. Within months, a pattern of hostility toward Black-owned and Black-led institutions emerged, which Mayor Jones would publicly identify as it unfolded. In

December 2023, at a Police Holiday event, Councilmembers Rawls and Pearson pressed Police Chief Robert Fincher to take action to shut down Kornna Kitchen, a Black-owned restaurant; the Chief declined and walked away. In September 2024, Rawls admitted contacting the Virginia Alcoholic Beverage Control Authority (Virginia ABC) about the same restaurant.

26. In April and May 2024, Rawls publicly criticized Communities Promoting Economic Growth (CPEG), a Black-led economic-development organization, and during budget deliberations pushed to defund it. He left the City's first Black History Month program soon after it began in February 2024 and did not attend the second in February 2025. He was the only Councilmember absent from the January 18, 2025 Martin Luther King, Jr. event hosted by a Black fraternity. The hostility extended to City staff: in August 2024, Community Development Director Keith Holland resigned, telling colleagues that working with Rawls had become unbearable.

27. On August 30, 2024 — 17 months before the petition was filed — Mayor Jones published a signed Facebook post addressed “To the City Without Limits” (the city's motto). The post followed an August 24, 2024 article in the Henry County Enterprise and Mayor Jones's August 23, 2024 statement to Star News. The post is in Mayor Jones's first-person voice; it is dated and signed; and it predates the retaliatory acts by more than a year.

28. The post reported that during a private meeting at which the name of Rayshaun Gravely — a Black candidate considering a Council run — was raised, Rawls, in Mayor Jones's presence, said he “would make sure that” Mr. Gravely “would not receive a white vote in the City of Martinsville” and would “get out and go door to door” to that end. A sitting white Councilmember told a sitting Black Councilmember, who would shortly become Mayor, that he intended to mobilize white voters against a Black candidate.

29. The post also reported that Rawls had said he “would shut down Kornna Kitchen,” had “vowed to never spend a dime at the Tad Space,” a Black-owned community space, and had complained about hiring decisions in which the only material change was “new faces of color.” It closed: “your attempts to threaten me, slander my reputation, or orchestrate support against me will not deter my resolve. I WILL STAND.” This post is the principal protected speech underlying Mayor Jones’s First Amendment retaliation claim.

30. At a public Council meeting in December 2024, Rawls called the Council majority, chaired by the City’s third Black Mayor, “a weak council more focused on race hustling and manufacturing culture wars,” as reported by the Henry County Enterprise on December 27, 2024. He used that racially coded phrase against a Council chaired by the City’s third Black Mayor, in a city where he had separately stated, in Mayor Jones’s presence, that he would mobilize white voters against a Black candidate.

31. Through counsel of record, Rawls has since admitted in Defendants’ November 28, 2025 EEOC Position Statement that he referred to fellow Councilmembers as “scumbags” or “dirtbags,” characterizing the comments as “admittedly unprofessional.” Mayor Jones was among the colleagues so labeled.

**D. October 2024 Onward: The Firm Holds Written Notice of Rawls’s Bias and Declines to Investigate Him**

32. At the City Manager’s October 8, 2024 performance evaluation, Mayor Jones, Councilmember Lawson, and Councilmember Mitchell each rated Ms. Ferrell-Benavides highly. Councilmember Pearson arrived late carrying an encrypted document only Rawls was allowed to read, and only Rawls and Pearson, working from that document, rated Ms. Ferrell-Benavides unfavorably.

33. On October 22, 2024, Councilmember Lawrence Mitchell filed a written complaint with Sands Anderson, the Berkley Group, the City’s HR Director, and Mayor Jones, identifying bias in the Rawls/Pearson evaluation of the City Manager, the encrypted document Pearson had brought to the meeting, and the lack of transparency in the process. From that date forward, the Firm held a written, formal complaint identifying Rawls’s bias. The Firm did not investigate Rawls. It did not investigate Pearson, notwithstanding the pre-hire “liar and a fake” email. The same Firm would later be retained to investigate the City Manager and, through her, Mayor Jones.

34. On May 15, 2025, Police Chief Fincher warned Council in writing: “I have been receiving notice of city employees in multiple departments being harassed and even threatened. ... What is developing is not only a hostile working environment but a hazardous one.” The Chief addressed the Mayor, Vice-Mayor, and each Councilmember by title, invoked the public-safety exception to speak directly to Council, and attributed the harm to “things said and released to the media” — a direct reference to the conduct in which Rawls was the primary actor.

35. Defendants produced that email as Exhibit J to their November 28, 2025 EEOC Position Statement, confirming its receipt by every Councilmember, Rawls included. The Firm held the same warning by virtue of its closed-session role, and its own Report later described an environment in which “racially incendiary remarks were made about Black personnel,” identifying an anonymous letter then circulating within the City as one of the two stated catalysts of racial tension on the Council. Even so, the Firm did not investigate Rawls, did not censure him, proposed no for-cause action against him, and wrote no letter about him remotely similar to the one it would soon write about the City’s first Black female City Manager.

36. The second of those two catalysts was Mayor Jones's August 30, 2024 Facebook post. In naming the post, the Firm recorded — in its own work product, well before the adverse acts — that it knew of the Mayor's protected speech accusing Rawls of conduct directed at the City's Black community.

**E. 2024–2025: The Two “Gifts” Later Sworn Against Mayor Jones Collapse on Defendants' Own Materials**

37. Two of the financial accusations later sworn against Mayor Jones — an airfare charge and a “hot tub” — are not bribery but a reimbursement and a misattribution. The airfare came first. On April 22, 2024, a charge appeared on the City Manager's City credit card for tickets for Mayor Jones and his then-significant other, Nikima Robinson, to travel to a conference alongside Rawls. Ms. Robinson understood she was personally responsible for reimbursing the City, and after the City requested reimbursement in June 2024 she promptly sent a check for the full amount. There was no agreement, no official act, and no exchange — and the reimbursement was complete 18 months before Rawls swore the affidavit that recast it as a bribe.

38. The “hot tub,” as Rawls called it in the affidavit, was a two-person inflatable bubble hot tub that Ms. Ferrell-Benavides, who had become a personal friend of Ms. Robinson, sent to Ms. Robinson as an unsolicited gift while Ms. Robinson was staying at Mayor Jones's home during a move. Mayor Jones stored the unopened box for her; around December 2025 it was moved to Ms. Robinson's storage unit with the help of Eric Payne, who would have seen that it was never unboxed. Neither Ms. Robinson nor Mayor Jones ever used it, and Ms. Robinson returned it to Ms. Ferrell-Benavides in September 2025.

39. At the closed Council session on July 23, 2025, Mayor Jones stated on the record that he received no hot tub; any reference concerned one purchased for Ms. Robinson. The Sands Anderson Report identifies the recipient as “Jones and his girlfriend,” while Rawls's affidavit

asserts that it was Mayor Jones alone. Neither Defendant has provided any document or testimony linking any alleged gift to any official act.

**F. March 2025: The Council Action Rawls Would Later Swear Was “Unilateral”**

40. The two “gifts” would not be sworn against Mayor Jones until 2026, but the open conflict that produced the accusations broke a year earlier, in March 2025. On March 2 — fifteen days before the closed session — Rawls posted online that he intended to confront Mayor Jones and the City Manager at the upcoming meeting. On March 17, 2025, the Council met in closed session and, on a 4-0 vote with Rawls absent, authorized Mayor Jones to finalize the City Manager’s compensation — as the Firm’s own Report records, “at the instruction of all members but Rawls (who was not present).”

41. The next day, March 18, 2025, Mayor Jones signed an Employee Action/Change Form authorizing the City Manager’s annual increase of \$34,145 and a take-home vehicle. Rawls’s January 12, 2026, affidavit characterized that signature as “unilateral.” His contemporaneous March 18, 2025, email — sent to Councilmembers Mei and Lawson, the City Manager, and Sands Anderson attorney Durbin — refutes that characterization: it asks Durbin whether “Council [can] act without a motion and majority vote” and forwards draft minutes recording the 4-0 vote. His sworn “unilateral” characterization directly contradicted his own contemporaneous written record. Defendants have since admitted, in their November 28, 2025, EEOC Position Statement, that the raise was “agreed unanimously” by the four members present and was formally ratified in open session on July 22, 2025.

**G. April–May 2025: “Informal Polling,” the Insurer’s Directive, and the Firm’s Financial Stake**

42. In April 2025, the Firm sought authority to investigate. Faith A. Alejandro described that authority in writing on April 30, 2025, as obtained through “informal polling” of

individual Councilmembers — not a resolution, not an ordinance, not the act of a deliberative body — and acknowledged in the same writing that the Firm “would most likely be disqualified for any future representation of the City in any litigation related to the findings of our investigation.” The Firm acknowledged the disqualifying conflict and proceeded anyway.

43. The Virginia Department of Risk Management — the state agency that carries the City’s liability — directed the Firm in writing not to conduct the investigation and to retain independent outside counsel. Sands Anderson has published an article on its own website telling other municipalities to retain independent counsel in this exact situation, and has presented continuing legal education programs to the same effect. The Martinsville Commonwealth’s Attorney separately warned the Firm in writing of its conflict of interest: its lawyers had attended closed sessions, had counseled on the personnel actions at issue, and had a direct financial interest in the contract whose billings Mayor Jones and the City Manager had begun to question. The Firm did not respond and proceeded anyway.

44. The Firm’s financial stake had measurable shape: its legal-services billings to the City rose 245% in a single fiscal year, and by December 2025 the City had spent more than \$400,000 on the Sands Anderson investigation and the Brown Edwards forensic audit alone. Mayor Jones questioned those bills in closed session and in public. The Firm then investigated him.

**H. July 2025: Mayor Jones Seeks to Suspend the Investigation; the Firm Names a Bribery “Recipient”**

45. On July 18, 2025, Mayor Jones wrote to Sands Anderson in his elected capacity, asking that “the current investigation be suspended immediately and referred to a state or independent agency.” On July 19, 2025, Ms. Alejandro responded with a four-page letter titled “Confidential Attorney Advice in Response to Suggested Suspension of Investigation,”

conceding that the Firm had “no qualms with a third-party agency, such as the Virginia State Police or the Office of the Attorney General investigating this matter.”

46. In the same letter, the Firm raised the prospect of personal criminal liability against individual Councilmembers under Va. Code § 18.2-462 — raising the specter of criminal exposure against members of its own purported client who sought to suspend the investigation the Firm was being paid to conduct.

47. The Firm’s own Report confirms how it received that request: the Report states that Mayor Jones “attempted to suspend the investigation altogether” and treats his effort, alongside the City Manager’s, as “interference” that “slowed down the process and created unnecessary delays”.

48. The same July 19 letter, six months before Rawls swore the affidavit, asserted that the Firm was “in receipt of a recorded statement by the City Manager indicating that at least one member of this body has financially benefitted (or may financially benefit) from the City Manager’s efforts to use her influence for that individual to obtain a certain job.” The Firm has never produced, identified, or substantiated the “recorded statement.”

49. Four days earlier, in a July 15, 2025 email to Council, Ms. Alejandro had written that “in between closed sessions, we’re happy to speak with any members of Council who reach out to us — just as Aaron and I have spoken in the past — to help you conduct your work.” The Firm thus invited, in writing, *ex parte* communication with individual Councilmembers and disclosed that such communication with Rawls had already been occurring. Sands Anderson’s billing records indicate that on a number of occasions there were *ex parte* communications with an unidentified councilmember. Upon information and belief, those *ex parte* conversations were with Defendant Rawls.

50. On July 23, 2025, Sands Anderson lawyers Rogers, Durbin, and Alejandro presented information from the Firm's investigation in closed session; Rogers spoke loudly enough to be heard outside the room and called the City Manager a liar. The Council placed Ms. Ferrell-Benavides on indefinite administrative leave that day, with Mayor Jones voting no.

**I. August 2025: The Firm's Termination Letter Implicates Mayor Jones, and a Criminal Referral Follows**

51. On August 7, 2025, at a closed executive session, the Firm handed Council heavily redacted written information from its investigation, allowed approximately 10 minutes to read it, then collected the pages back before discussion. The Firm had not finished its investigation and had no final report. Hours later, Council voted to terminate the City Manager for cause, with Mayor Jones voting no, and to refer her conduct to the Commonwealth's Attorney for criminal review — the same referral then-Commonwealth's Attorney Andy Hall would later publicly reject after the Firm admitted to him it had no evidence to support the alleged bribery scheme.

52. On August 13, 2025, the Council reconvened and again voted, 3-2, to terminate Ms. Ferrell-Benavides, with Mayor Jones again voting no. That same day, Sands Anderson attorney Faith Alejandro wrote a four-paragraph termination letter on the Firm's letterhead and signed it "on behalf of the Council" in language the Firm chose. The letter accused the City Manager of "providing financial benefits to subordinates and City officials that creates the appearance of impropriety," "troubling financial practices," "undisciplined spending and still-unexplained purchases," admission to "illegal and unethical practices," and "the most extreme forms of workplace gossip."

53. The "subordinates and City officials" language necessarily implicated Mayor Jones as the alleged recipient of the financial benefits later sworn against him. The contractual

for-cause categories required no reference to any “financial benefit” to a “City official”; the Firm chose to add it.

54. The letter became the headwater of every later bribery accusation against Mayor Jones, republished in Rawls’s September 5 letter, his October 9 demand, the Firm’s communications with Hall, the Covington letter to the presiding Judge, and the January 12, 2026 affidavit. Thirteen days earlier, on July 31, 2025, the City Manager had submitted a comprehensive written rebuttal citing budget records, policies, statutes, and contemporaneous communications. The Firm wrote the letter anyway, with the rebuttal in hand.

**J. September–October 2025: Rawls Takes the Accusations Public, and Counsel Warns of Suit**

55. With the Firm’s accusations in hand, Rawls carried them into the public arena. On September 5, 2025, he wrote a letter to Sands Anderson and copied it to the Martinsville Bulletin, which published its contents on September 8, 2025, accusing the City Manager of bribery, conflict of interest, and misuse of public funds — accusations that, by the Firm’s Report, pointed at Mayor Jones as the recipient. Rawls’s coordination with the Bulletin was not arms-length: on information and belief, he assisted in preparing some of its reporter’s articles. As part of that public campaign, Rawls also selectively released City credit-card records to advance his financial accusations against Mayor Jones.

56. On October 9, 2025, Rawls publicly demanded “the brightest spotlight imaginable” on the City Manager and “the council members who played along,” and called for “a very public trial.” Mayor Jones — who had voted no on the suspension and termination of the City’s first Black female City Manager — was one of “the council members who played along.” On October 22, 2025, counsel for Mayor Jones notified Sands Anderson attorney Durbin in writing that Mayor Jones was represented for “a possible defamation suit against Mr. Rawls,”

and within roughly two days conveyed the same message to Rawls's personal counsel. From that date, Rawls was on formal written notice that he was the target of an anticipated defamation action. He swore the affidavit 82 days later.

57. The same period confirms the Firm's management of its own work product against the officials it had investigated. On October 21, 2025, Durbin advised Mayor Jones and the Council in writing to withhold the Sands Anderson Report from Ms. Ferrell-Benavides's FOIA request — the same Report the Firm was simultaneously supplying to the press and to the petition circulators. Responding the next day, Mayor Jones requested a formal advisory opinion on whether the conflict the Firm pressed against him barred him from voting on the Report's release, and recommended that the Council postpone any vote until the opinion issued.

**K. November 12, 2025: A Coordinated Effort to Remove Mayor Jones from the Room, and Rawls's Stated Intent**

58. On November 12, 2025, Council convened a closed session to deliberate on the City Manager's EEOC complaint. Before the meeting, Sands Anderson and Rawls had coordinated to share the unredacted investigative Report with the other Councilmembers during a pre-meeting review beginning at 5:00 p.m. Vice-Mayor Lawson and Mayor Jones arrived later.

59. The Firm's attorneys spoke in coordinated sequence: Durbin advised Mayor Jones he had a conflict and could not remain; Alejandro stated his continued presence could "potentially lead to a misdemeanor offense"; Rogers read aloud the Virginia Code section on conflicts and stated that Council "could initiate the process for [Mayor Jones's] removal from office"; and Durbin warned of censure. Rawls said: "We don't need someone in here who's going to take back our strategy to Aretha," and twice told the attorneys "you guys need to do something about this." Durbin specifically referenced "the hot tub."

60. The Firm’s use of the alleged “hot tub” to neutralize Mayor Jones did not begin at that meeting. As early as September 2, 2025, Durbin wrote Mayor Jones a conflict-of-interest advisory under the Virginia Conflict of Interests Act, asserting that gifts allegedly furnished by the City Manager — including the “hot tub” — gave Mayor Jones a disqualifying “personal interest” requiring him to abstain from any matter affecting her; the Firm reiterated that position in writing on November 13, 2025. The Firm thus invoked the same uncorroborated “hot tub” first to recuse the City Manager’s principal Council ally, and Rawls later swore it as a crime.

61. Mayor Jones refused to leave and said any vote to exclude him should be taken in open session by motion. No such motion was made; no such vote was taken. Defendants would later recast Mayor Jones’s refusal to be excluded from those deliberations as one of his most serious “violations.”

62. Later in the same meeting, in response to a warning by EEOC counsel Patricia Holland that closed-session notes are not privileged and may be used in court, Rawls stated on the record: “Yes, I plan to have them brought back into court.” He made the statement roughly thirty days after the October 9 demand for “a very public trial” and 60 days before he swore the affidavit.

**L. November 2025–January 2026: The Forensic Audit Attributes Nothing to Mayor Jones**

63. When the financial accusations were finally tested against a forensic record, that record attributed nothing to Mayor Jones. A forensic audit by Brown Edwards CPAs, issued in final form on November 20, 2025 and delivered to counsel on January 7, 2026 — six days before the petition was filed — produced no finding that Mayor Jones engaged in bribery, misuse of public funds, or any criminal conduct. The audit’s adverse findings concerned policy compliance and internal controls in the former City Manager’s office — travel-policy noncompliance,

charges in excess of GSA per diem, missing receipts, untimely budget amendments, and ARPA reporting failures — and attributed none of them to Mayor Jones.

64. The bribery theory sworn against Mayor Jones was derivative: it cast him as the recipient of corrupt benefits conferred through the City Manager's alleged misuse of City finances. Three of the financial accusations Defendants most publicly broadcast as the predicate for that theory could not have been true, because the functions they assumed lay outside the Mayor's and the City Manager's authority alike.

65. First, property assessment in Martinsville belongs to the elected Commissioner of Revenue, a constitutional officer wholly outside the Mayor's and Council's authority. Second, the "nail-salon" charge originated from a state judicial officer not under City Administration, who held no City P-Card under their control; the charge was flagged, found outside policy, and reimbursed in full. Third, of 129 City Purchase Cards in circulation, only three are held within City Administration; Councilmembers hold none. The premise that the Mayor controlled P-Card spending is facially incompatible with the City's P-Card structure as Defendants knew it to exist.

66. Each of these three predicates was conclusively verifiable in minutes from records the Firm already possessed or controlled as the City's purported counsel — the Commissioner of Revenue's exclusive authority over assessments, the identity of the P-Card holder on the "nail-salon" charge, and the City's own roster of 129 P-Cards — and Ms. Ferrell-Benavides's July 31, 2025 written rebuttal directed Defendants to that disproof before the August 13 letter issued.

67. The Sands Anderson Report itself confirms the point: its "Legally Relevant Findings" concern only the conduct of the former City Manager and other named City employees, and the Report contains no finding that Mayor Jones solicited or received any financial benefit, entered into any corrupt agreement, or performed any official act in exchange.

The recipient-of-benefits predicate the Firm first articulated in its July 19 and August 13, 2025 letters thus found no support in the Firm’s own investigation.

**M. January 12–13, 2026: The Affidavit, the Petition That Fell 778 Signatures Short of the Jurisdictional Threshold, and the Covington Letter**

68. The threats of November 12 became action within weeks. A removal campaign formed, and the Firm’s Report — kept from Mayor Jones and the public — became its evidentiary engine. On December 23, 2025, a petition-organizer press release named Patti Covington as “principal administrator” and stated that the Circuit Court’s determination of legal sufficiency would be “aided by — the investigative report that City Council has kept private since August 2025.” Sands Anderson knew its work product was being deployed as the petition’s evidentiary basis and did not disclaim, correct, or seek to limit that use.

69. On January 12, 2026, Rawls swore the affidavit on which the petition would rest, imputing to Mayor Jones bribery in connection with the airfare and the “hot tub,” three physical “altercations,” and conflict-of-interest violations of Va. Code §§ 2.2-3112 and 2.2-3115. Rawls did not file the affidavit with the Court or attach it to the petition or to any other filing; instead, he presented it to, and it was relied upon by, the Special Prosecutor.

70. On January 13, 2026, the citizen petition for removal of Mayor Jones under Va. Code § 24.2-233 was filed in the Circuit Court of the City of Martinsville with 495 signatures, of which the General Registrar certified only 401 as valid. Approximately 350 of the valid signers, roughly 87%, reside in Precinct 5, a predominantly white area of Martinsville.

71. The City as a whole has no white majority; as of the 2020 Census, Martinsville’s population was approximately 44.8% Black and 42.5% white. The concentration of roughly 87% of valid signatures in a single, disproportionately white precinct is a stark departure from the

City's overall racial composition. The petition's geography is the predicted manifestation of Rawls's announced "white vote" strategy.

72. On the same day, Patti Covington — a circulator, not a Defendant here — transmitted a separate letter to the presiding Judge stating that "a legal review of information — including the Sands Anderson investigation — contain[s] sufficient evidence of wrongdoing to warrant the immediate removal of L.C. Jones." Sands Anderson knew, by virtue of its own selective releases, that its work product was being deployed in ex parte communication with the presiding Judge, and did not disclaim, correct, or limit that use.

73. **The petition was facially insufficient.** Va. Code § 24.2-233 requires signatures equal to 10 percent of the votes cast at the last election for the office. The November 5, 2024 election cast 11,794 votes; the threshold was therefore 1,179 valid signatures. The Registrar certified only 401 of the 495 submitted — 778 short. At the May 15, 2026 dismissal hearing, Substitute Special Prosecutor Collins conceded on the record that the Commonwealth was "behind the eight ball" on the required signatures.

74. The three sworn "altercations" — March 25, 2025, May 13, 2025, and January 8, 2026 — are unsupported as accusations against Mayor Jones; none describes any altercation he initiated. Each allegedly occurred in the Municipal Building or Council Chambers before multiple witnesses; one allegedly involved armed police at the dais. No one was charged. No police report exists. No video or audio recording exists, although the May 13 episode allegedly occurred at a routinely recorded public Council meeting.

75. Indeed, the only Councilmember asked to leave the dais during the March 25, 2025 session was Rawls himself, after his own closed-session conduct continued into his open-session remarks. The only person who has sworn to any of it is Rawls.

76. The contemporaneous press account of May 13 (“Growing tension boils over in Martinsville council meeting,” Martinsville Bulletin, May 14, 2025) describes no physical altercation initiated by Mayor Jones; it records that the City’s HR Director, not Mayor Jones, was escorted out after disrupting the meeting, that Rawls remained seated while Councilmember Gravely stepped between them, and that Mayor Jones told Chief Fincher “We’re just having a conversation.” Following that May 13 episode, it was Rawls — not Mayor Jones — who turned to litigation: on June 2, 2025, Rawls personally sued Ms. Ferrell-Benavides in her personal capacity under 42 U.S.C. §§ 1983 and 1988, together with the Sheriff’s Deputy who had asked Rawls to leave the Council dais.

**N. January–February 2026: A Conflicted Prosecutor in Defiance of a Court Order, and Suspension Without Notice**

77. What turned a facially insufficient petition into an actual suspension was the participation of a prosecutor who should have stood aside. Andy Hall, the Commonwealth’s Attorney who had rejected the criminal referral, did not seek re-election in November 2025; his deputy, Patrick Flinn, was elected to succeed him and took office as Martinsville Commonwealth’s Attorney on January 1, 2026. On January 14, 2026, Mr. Flinn disclosed a conflict and moved to withdraw. On January 15, 2026, the Court refused the withdrawal and specifically ordered Mr. Flinn’s office not to investigate the alleged criminal conduct. Mr. Flinn investigated anyway, in defiance of that order. On February 17, 2026, he filed a “Notice of Commonwealth’s Review” stating that “valid grounds exist for the petition to proceed” — supplied while he asserted a continuing conflict — and simultaneously leaked his findings to the press, which the Martinsville Bulletin published on February 18, 2026.

78. On February 18, 2026, the Court issued a Rule to Show Cause and immediately suspended Mayor Jones from office under Va. Code § 24.2-236 — without prior notice or any

opportunity to be heard on the legality of the suspension — and appointed Michael Gene Teague, a white Martinsville resident, to act in his place. Va. Code § 24.2-235(E) requires that, absent good cause, a removal proceeding “shall be tried on the day named in the rule,” not more than ten days after service. The Court instead set trial for June 5, 2026 — more than 100 days after the suspension began — and did not schedule an interim due-process hearing until April 21, 2026, nearly two months into the suspension.

**O. April 2026: The Special Prosecutor Concludes the Matter Should End; Rawls’s AI Memorandum Keeps It Alive**

79. Even after the Special Prosecutor concluded the matter should end, Rawls moved to keep it alive. On April 16, 2026, Special Prosecutor Bethany Harrison informed counsel she had concluded the matter should not proceed. The next day, Rawls — signing “as a Member of Martinsville City Council” — sent Ms. Harrison and Virginia State Police Special Agent McCraw a “Transmittal Memorandum” enclosing a 150-page composite of City documents identifying specific persons to subpoena, specific investigative steps, and specific charges to bring. Rawls later admitted that he had used AI tools to compile it.

80. By Rawls’s own account, the composite included the Brown Edwards forensic audit the Council had commissioned and documents supplied by Eric Payne — the City Attorney designee not admitted to the Virginia Bar who, as Councilmember Lawson reported in October 2024, was positioning to take the City Manager’s job, and who is now Economic Development Director for the Martinsville Economic Development Authority. Rawls transmitted the composite outside any lawful Council channel the day after the Special Prosecutor’s announced conclusion.

81. Ms. Harrison cited the AI-compiled composite as containing a “material conflict” when she withdrew on or about April 28, 2026; her withdrawal prolonged the proceeding and the suspension that depended on it.

**P. April–May 2026: Every Neutral Reviewer Rejects the Case, and Mayor Jones Is Restored**

82. **Once independent eyes reached the case Defendants had built, it collapsed at every level of review.** (a) Brown Edwards attributed none of its adverse findings to Mayor Jones; (b) the elected Commonwealth’s Attorney, Andy Hall, publicly rejected the criminal referral after Sands Anderson admitted to him it had no evidence of the alleged bribery scheme; (c) Special Prosecutor Harrison concluded the matter should not proceed; (d) Substitute Special Prosecutor Alfred Gray Collins, III — the first and only unconflicted prosecutor to complete an independent review — reached the same conclusion; (e) on April 21, 2026, the Circuit Court vacated the Order of Suspension, terminated Mr. Teague’s appointment, ordered the City to repay Mayor Jones’s lost salary and benefits, and restored him to office; and (f) on May 15, 2026, the Court dismissed the Commonwealth’s case and ordered the City to pay \$40,000 of Mayor Jones’s fees, with the Commonwealth admitting on the record that the petition had been “launched on rumors.”

83. Hall’s public rejection rested on grounds material to the actual-malice pleading in Counts III and IV: he said he could not base a prosecution on a heavily redacted version of the Sands Anderson Report, and that the Firm had refused to provide him the unredacted Report when he requested it — notwithstanding a Council vote directing the Firm to provide it. The Firm’s admission of no evidence, paired with its refusal to honor that directive, occurred before Rawls swore the affidavit and before the petition was filed.

84. **Sands Anderson did not retract.** After Hall's rejection, the Brown Edwards audit, Harrison's conclusion, Collins's conclusion, and the dismissal, the Firm did not withdraw, correct, or retract the Report, its selective releases, or the August 13 letter, and continues to assert its work product's accuracy. Defendant Rawls's own counsel of record has likewise declined to defend the inflammatory accusations on the merits: in the November 28, 2025 EEOC Position Statement, counsel retreated from the bribery, "troubling financial practices," "illegal and unethical practices," and "extreme forms of workplace gossip" accusations to a single asserted finding of "a lack of consistent and regular supervision of the City's financial processes and systems." They remain unretracted as to Mayor Jones.

**Q. The Continuing Harm**

85. Vindication, when it came, could not undo what the accusation had already taken. The injury to Mayor Jones flowed from the corruption accusation the Firm manufactured and the Defendants disseminated — not from the act of petitioning, and not from a valid petition, because the petition was a legal nullity that by itself could remove no one. For 63 days, Mayor Jones could not perform the duties of his elected office or represent the constituents who elected him; a replacement appointed by the Court without an election sat in his chair. That suspension did not rest on a sufficient petition; it rested on the Firm's Report, which a conflicted prosecutor and the Court treated as the documentary basis for action. Mayor Jones was the subject of widely published accusations of bribery, conflict-of-interest violations, and physical assault — all false — that reached his neighbors, his church, his family, and the people he was elected to serve, through the press's republication of the Firm's accusations and the criminal referral the Firm set in motion.

86. The Substitute Special Prosecutor has indicated he may submit the matter to a special grand jury, notwithstanding the multiple independent rejections. The pendency of that investigation imposes additional legal fees, continuing reputational injury, and continuing impairment of office on Mayor Jones, which are properly included in his damages.

87. Mayor Jones's concrete economic injuries include: (a) legal fees and costs of not less than \$85,000 in defending the removal proceeding, of which \$40,000 has been recovered through the Circuit Court's May 15, 2026 award against the non-party City of Martinsville, leaving the balance recoverable from Defendants, together with additional fees in connection with the grand jury investigation; (b) lost salary and benefits during the 63-day suspension not retroactively restored, in amounts to be proven at trial; and (c) identifiable harm to his November 2026 re-election campaign — declined or withdrawn donations, donor attrition, and additional campaign communications expenditures — in amounts to be proven through campaign-finance records and supporting testimony. His general damages — emotional distress, reputational injury, dignitary harm flowing from removal from elected office, and impairment of his ability to serve constituents during the November 2026 election cycle — are substantial and to be assessed by the jury.

**R. The Conduct Pleaded Is Independent of Any Protected Petitioning, and in the Alternative Falls Within the Sham Exception**

88. **The conduct on which this Complaint rests is independent of any signing or circulating of the petition.** Va. Code § 24.2-238(B) protects signers and circulators of removal petitions. Mayor Jones names no signer or circulator as a Defendant. The actionable conduct — the affidavit, the September 5 letter, the October 9 demand, the August 13 letter, the Report's selective releases, the Firm's August 2025 communications with Hall, and the April 17 AI Transmittal Memorandum — is independent of any act protected by § 24.2-238(B).

89. Rawls broadcast the purpose behind that conduct contemporaneously: on January 8, 2026 he declared he had the accusations “enveloped up and ready to drop in a packet” and “want[ed] people charged”; on March 31, 2026 he vowed to “make use of the legal avenue” so that the “next illegal meeting” would go “to the courts immediately”; and on April 23, 2026, after Mayor Jones’s restoration to office, he publicly demanded that the suspension “be reinstated immediately” and welcomed “discovery” as “a hell of a disinfectant.”

90. These statements, together with Rawls’s resort to a four-instrument pattern of legal machinery against the City officials he treated as adversaries — his June 2, 2025 personal lawsuit against the City Manager and a Sheriff’s Deputy, the criminal referral the elected Commonwealth’s Attorney rejected, the January 12, 2026 sworn removal affidavit (made in direct contradiction of his own contemporaneous March 18, 2025 email), and the April 17, 2026 AI Transmittal Memorandum pressed upon the Special Prosecutor the day after she announced the matter should not proceed — are pleaded as evidence of the retaliatory and racial purpose underlying the conduct on which Counts I, II, and IV rest.

91. In the alternative, the conduct falls within the sham exception: the petition was facially insufficient under § 24.2-233, a deficiency the prosecuting authority conceded on the record, and was procured for purposes other than redress of the wrong the statute makes available. To the extent Rawls characterizes the affidavit, the criminal referral, or the April 17, 2026 Transmittal Memorandum as protected petitioning of a prosecutor or of law enforcement, those communications were not petitions addressed to a court, and in any event fall within the sham exception under both branches of *Professional Real Estate Investors, Inc. v. Columbia Pictures Industries, Inc.*, 508 U.S. 49 (1993): they were objectively baseless — every neutral reviewer rejected the matter, and the Firm had admitted it possessed no evidence to support the

bribery scheme before the affidavit was sworn — and they were undertaken to accomplish the collateral purpose of removing Mayor Jones in retaliation for protected speech and along racial lines.

92. The acts alleged are not legislative acts; closed-session statements, performance evaluations, and Council votes are pleaded as evidence of motive, intent, animus, and pattern, not as independently actionable conduct. *See Bogan v. Scott-Harris*, 523 U.S. 44, 54–55 (1998). Each act on which Counts I and II rest — the acts identified in Paragraph 55, together with the instigation and amplification of the citizen petition — is an administrative, enforcement, or private-political act, not a legislative act.

93. Absolute legislative immunity reaches voting, the drafting of ordinances, and core budget-making; it does not reach a councilman’s private statements to the press, his sworn accusations presented to a prosecutor, or his communications to law enforcement outside any authorized Council process. To the extent any act is nonetheless deemed legislative, it is evidence of motive, intent, animus, and pattern.

94. That Rawls acted under color of state law for purposes of 42 U.S.C. § 1983 does not clothe his individual statements in privilege: color of law and the privileges asserted in defense are distinct doctrines of different scope, and an official may act under color of law while a particular publication — depending on its audience and channel — falls outside any legislative, judicial, or qualified privilege.