

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

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CLERK, U.S. DIST. COURT
MINNEAPOLIS, MN

Ia Xiong,

Plaintiff,

vs.

COMPLAINT

Minneapolis Public Housing Authority
(MPHA), in and for the City of
Minneapolis, a public body corporate and
politic, and Cora McCorvey, in her
official capacity as Executive Director of
the MPHA,

Civil Action No. 09-cv-1167 DSO/DJK

Defendants.

INTRODUCTION

Plaintiff brings this action because the Minneapolis Public Housing Authority (MPHA) illegally refuses to add Ms. Xiong's minor daughter V.M. and minor son K.T. to her lease. The MPHA has requested proof of court-ordered custody of V.M. although Ms. Xiong is her mother with sole legal and physical custody of V.M. as a matter of Minnesota law. The MPHA's policies, procedures and actions concerning Ms. Xiong's lease and household composition violate federal housing law and federal and state law prohibiting familial discrimination. Ms. Xiong seeks declaratory and injunctive relief, damage and attorneys' fees.

JURISDICTION

1. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1343(a)(3) (2007). This action is authorized by 42 U.S.C. § 1983 (2007).

Declaratory and injunctive relief is authorized by 28 U.S.C. §§ 2201 and 2202.

SCANNED

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U.S. DISTRICT COURT MPLS

(2007). Damages and injunctive relief are authorized by 42 U.S.C. § 3613(c) (2007). This Court has jurisdiction over Plaintiff's state law claims under 28 U.S.C. § 1367 (2007).

PLAINTIFF

2. Ia Xiong is a twenty-two (22) year old woman living in Minneapolis, Minnesota, where she rents a house from the Defendant MPHA for herself and her family. Ms. Xiong receives Minnesota Family Investment Program (MFIP) cash assistance, medical assistance and food stamps for her three children.

DEFENDANTS

3. Defendant Minneapolis Public Housing Authority (MPHA) in and for the City of Minneapolis is a public body corporate and politic created under the laws of the State of Minnesota. The principle place of business for the MPHA is 1001 Washington Avenue North, Minneapolis, Minnesota. The MPHA owns and operates the federally supported Low-Income Public Housing Program within the City of Minneapolis, which the MPHA terms its Low-Rent Public Housing Program (Public Housing Program), pursuant to the United States Housing Act (USHA), as amended, 42 U.S.C. §§ 1437-1440 (2007). Federal funds are provided to the MPHA through its Annual Contribution Contract (ACC) and its Amended and Restated Moving to Work Agreement with the United States Department of Housing and Urban Development (HUD). The MPHA is directly responsible for the creation and implementation of policies, practices and

procedures regarding its Public Housing Program, including but not limited to admission, occupancy and lease provisions.

4. Defendant Cora McCorvey is sued in her official capacity as Executive Director of the MPHA. In that capacity, Ms. McCorvey is responsible for administration and management of the MPHA's Public Housing Program, including creation, implementation and supervision of the MPHA's policies, practices and procedures, including, but not limited to, admissions, occupancy and lease provisions.

PUBLIC HOUSING STATUTORY AND REGULATORY BACKGROUND

5. Public Housing units are owned and operated by local public housing authorities (PHAs), such as Defendant MPHA, created pursuant to state enabling legislation. Public Housing can be occupied only by low-income persons whose rents are generally limited to thirty (30) percent of their adjusted gross income. Tenant rents do not cover the costs of development, operation and maintenance of Public Housing, so HUD contributes principle and interest payments on bonds as well as operating subsidies to PHAs through ACCs.

6. PHAs submit information to HUD on HUD Form-50058 so HUD can monitor PHA compliance with tenant income reporting requirements and related eligibility factors including household composition.

7. For the purposes of Public Housing the term "family" includes families with children. 42 U.S.C. § 1437a(b)(3)(B) (2008); 24 C.F.R. § 5.403 (2008).

8. For each Public Housing unit leased the PHA and the tenant must execute a lease that states the composition of the household as approved by the PHA (family members and any PHA-approved live-in-aide). The family must promptly inform the PHA of the birth, adoption or court awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit. 42 U.S.C. § 1437d(l) (2008); 24 C.F.R. § 966.4(a)(1)(v) (2008).

9. Each PHA must have a grievance procedure applicable to any dispute a tenant may have with respect to the PHA's action or failure to act in accord with the lease or regulations which adversely affect the tenant's rights, duties, welfare or status. 42 U.S.C. § 1437d(k) (2008); 24 C.F.R. §§ 966.50 - .53 (2008).

FEDERAL CIVIL RIGHTS LAWS

10. The Defendants MPHA and McCorvey must operate the MPHA's housing programs subject to the Fair Housing Amendments Act of 1988 (FHAA), 42 U.S.C. §§ 3601-3619 (2008) and the federal implementing regulations, at 24 C.F.R. pt. 100 *et. seq.* (2008).

11. The FHAA defines familial status as one or more individuals (who have not attained the age of eighteen (18) years) being domiciled with (a)[a] parent or another person having legal custody of such individual or individuals; or (b) [t]he designees of such parent or other person having such custody, with the

written permission of such parent or other person. 42 U.S.C. § 3602(k) (2008) and 24 C.F.R. § 100.20 (2008).

12. The FHAA prohibits the Defendant's MPHA and McCorvey from discriminating because of familial status by refusing to rent or in terms, conditions or privileges of rental of dwelling. 42 U.S.C. § 3604(a), (b) and (c) (2008) and 24 C.F.R. § 100.60 (2008).

STATE CIVIL RIGHTS LAWS

13. The Defendants MPHA and McCorvey must comply with the Minnesota Human Rights Act (MHRA) which prohibits discrimination based on familial status in housing. Minn. Stat. § 363A.09 (2008).

14. The definition of familial status is similar to that used in the federal civil rights laws set out *supra* in Paragraph 11, one or more minors being domiciled with (1) their parent or parents or the minor's legal guardian or (2) the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. Minn. Stat. § 363A.03, subdiv. 18 (2008).

15. The MHRA prohibits actions by Defendants MPHA and McCorvey which refuse to rent, deny or withhold rental of real property based on familial status; or discriminate based on familial status in the terms, conditions or privileges of rental of real property; or express any discrimination with regard to familial status. Minn. Stat. § 363A.09, subdiv. 1 (2008).

FACTUAL ALLEGATIONS

16. Ms. Xiong speaks only Hmong. Ms. Xiong does not speak or read English.

17. Ms. Xiong married Mr. Vue Moua on January 1, 2003, and they were divorced in Thailand on September 1, 2004.

18. Mr. Moua is the father of Ms. Xiong's sons, K.M. and A.M., and her daughters J.M. and V.M. Both of Ms. Xiong's daughters, J.M. and V.M., were born after Ms. Xiong and Mr. Moua were divorced.

19. Ms. Xiong signed a lease for the premises owned by the Defendant MPHA at 3435 James Avenue North, Minneapolis, Minnesota on October 2, 2006. Ms. Xiong and her mother, Moua Yang, were co-heads of household on the lease. The family also included her brother B.X. and Ms. Xiong's son and daughter, K.M. and J.M. See Declaration of Dorinda L. Wider (Wider Decl.) and attached Exhibit A.

20. Ms. Xiong's son, A.M., was added to her MPHA lease on April 19, 2007. See Wider Decl. and attached Exhibits B and C.

21. The Application for Continued Occupancy Form completed for Ms. Xiong's household on January 24, 2008, included: Ms. Xiong; her mother, Ms. Yang; her brother, B.X.; and her two daughters, J.M. and V.M. See Wider Decl. and attached Exhibit D.

22. Defendant MPHA removed Ms. Xiong's sons, K.M. and A.M., from her MPHA lease on February 6, 2008 because they were living with their father in St. Paul. See Wider Decl. and attached Exhibit F.

23. Defendant MPHA filed its HUD Family Report, HUD Form-50058 on February 24, 2008, for Ms. Xiong's family listing Ms. Xiong's sons, K.M. and A.M., and her daughter J.M. in the household; but excluded her daughter V.M. See Wider Decl. and attached Exhibit G.

24. On March 10, 2008, the Defendant MPHA met with Ms. Xiong and obtained the birth certificate, Social Security card and Section 214 Declaration from Ms. Xiong for her daughter V.M. See Wider Decl. and attached Exhibit H.

25. On March 10, 2008, Defendant MPHA prepared a Family Member Lease Addendum Form and an Interim Rent Change Form that would add V.M. to Ms. Xiong's lease. See Wider Decl. and attached Exhibits I and J.

26. Defendant MPHA's Memo regarding its March 10, 2008, meeting with Ms. Xiong and Ms. Yang notes that Ms. Xiong's daughter V.M. will not be added to her lease until she provides a court document showing her custody of V.M. at least 75 percent of the time, citing MPHA Statement of Policies (SOP) Part X, II.A. See Wider Decl. and attached Exhibit K.

27. Defendant MPHA sent a letter dated March 11, 2008, to Ms. Xiong requiring a court custody order for Ms. Xiong's daughters, J.M. and V.M., in order to keep J.M. on the lease and add V.M. to the lease citing MPHA SOP Part X., II.A. See Wider Decl. and attached Exhibit L.

28. Defendant MPHA filed its HUD Family Report, HUD Form-50058, for Ms. Xiong's family on March 11, 2008, listing Ms. Xiong's daughter J.M. in the household but excluded her daughter V.M. from her household. See Wider Decl. and attached Exhibit M.

29. On or about March 27, 2008, Ms. Xiong provided Defendant MPHA with a notarized statement verifying her sons K.M. and A.M. live with their father and her daughters J.M. and V.M. live with Ms. Xiong. See Wider Decl. and attached Exhibit O.

30. On May 27, 2008, Defendant MPHA sent Ms. Xiong a letter citing the MPHA SOP Part X, II.A as its basis to reject the notarized statement provided by Ms. Xiong on March 27, 2008, as sufficient basis to comply with her request to add her daughter V.M. to her lease. See Wider Decl. and attached Exhibit P.

31. In July 2008 Ms. Xiong's mother and brother moved out of the house. Defendant MPHA changed the head of household to Ms. Xiong, prepared a new lease for her to sign reflecting this change, and placed her on a transfer list to move to a smaller house. See Wider Decl. and attached Exhibit Q.

32. Defendant MPHA filed its HUD Family Report, HUD Form-50058, for Ms. Xiong's family on July 24, 2008, listing only Ms. Xiong and her daughter J.M. in the household. Ms. Xiong's daughter V.M. was excluded. See Wider Decl. and attached Exhibit R.

33. Ms. Xiong signed her new lease prepared by Defendant MPHA on July 30, 2008. The lease lists as household members included only Ms. Xiong's

daughter J.M., again excluding her daughter V.M. See Wider Decl. and attached Exhibit T.

34. On December 30, 2008, Defendant MPHA's staff noted in Ms. Xiong's file that asking for legal documentation of custody of Ms. Xiong's biological child to add V.M. to her lease might present legal problems. See Wider Decl. and attached Exhibit U.

35. On December 16, 2008, Ms. Xiong received notice from Hennepin County that her MFIP, food stamps and child care benefits case would be closed on January 1, 2009, because her annual eligibility review paperwork was incomplete.

36. Ms. Xiong had listed both her daughters J.M. and V.M. on her paperwork for continued public benefits from Hennepin County.

37. Ms. Xiong's MFIP eligibility was in question because the MPHA completed the Hennepin County Shelter Verification Form for Ms. Xiong stating there was only one child, J.M., in the household despite Ms. Xiong's continually listing her daughter V.M. in the household and asking MPHA to add V.M. to her lease.

38. Ms. Xiong was unable to pay her January 2009 rent on time because her MFIP benefits had been suspended by Hennepin County.

39. Ms. Xiong received a Notice of Lease Termination dated January 15, 2009, from Defendant MPHA because she was unable to pay her \$54 January rent on time. The Notice gave her until January 30, 2009, to pay or face eviction.

40. Ms. Xiong feared she and her two children would be homeless. She was worried they would have no place to live in the winter. She was embarrassed that she had to ask family members for help with food for her children. She asked for financial help from community charities to pay her rent. Her January and February 2009 rent was paid by a local charity.

41. Hennepin County reinstated Ms. Xiong's MFIP, child care and food stamps eligibility when the MPHA's repeated refusal to add V.M. without a custody order was explained to Hennepin County.

42. On January 14, 2009, Ms. Xiong again asked to add her daughter V.M. to her lease. Ms. Xiong showed Defendant MPHA a child support Petition filed in Ramsey County to show her custody of her two daughters.

43. Defendant MPHA's January 16, 2009, memo to Ms. Xiong's file regarding her request to add her daughter V.M. acknowledges the dates of Ms. Xiong's marriage, divorce, and birth dates of her children and continues to require a court decision to add her daughter V.M. to Ms. Xiong's lease. See Wider Decl. and attached Exhibit V.

44. Ms. Xiong's January 22, 2009, Application for Continued Occupancy Form completed by Ms. Xiong lists her daughters J.M. and V.M. in her household. See Wider Decl. and attached Exhibit W.

45. Defendant MPHA filed its HUD Family Report, HUD Form-50058, for Ms. Xiong's family on February 13, 2009, listing only Ms. Xiong and her

daughter J.M. in the household, excluding her daughter V.M. See Wider Decl. and attached Exhibit Y.

46. On February 13, 2009, after Ms. Xiong again had asked about adding her daughter V.M. to her lease she was told she had to provide the proof of birth, Social Security card, a copy of MFIP income for the child and execute a 214 Declaration to add V.M. to her lease. See Wider Decl. and attached Exhibit X. She had already done these things on March 10, 2008. See Paragraph 24 *supra*.

47. Ms. Xiong's daughter V.M. remains excluded from her lease.

48. Ms. Xiong's son K.T. was born in February 2009. Ms. Xiong is not married to the father of K.T. Despite her request to add K.T. to her lease he also remains excluded from her lease.

49. The MPHA SOP adopted July 9, 2008 at Part IX., F. provides the " . . . MPHA may add to the lease, a tenant's biological or legally adopted child or where the court has ordered permanent full-time custody of a dependent minor child to the tenant, if:

- a) the tenant was lease compliant for at least one year, or the duration of their tenancy if they have not been a tenant for over one year, including paying rent on time;
- b) tenant has custody of the children for at least 75% of the time;
- c) tenant has provided a court order, legal document, legal proof of adoption, verified birth certificate or other similar written objective third party verification;
- d) MPHA determines that the tenant has not attempted to circumvent the family waiting list;
- e) a suitable family unit is available within a reasonable time depending upon the circumstances; and

- f) the maximum number of dependents added will not be cause the household to have more than three people in a studio unit or four people in a one-bedroom unit.”

50. The MPHA SOP adopted July 9, 2008 at Part X., 11. provides the “MPHA will allow the addition of dependents to the Lease where MPHA determines that:

- a. the tenant is not trying to circumvent the family waiting list; and
- b. the family has been lease compliant for at least one year or the duration of the tenancy if it is less than one year; and
- c. the tenant has custody of the dependent at least 75% of the time; and
- d. the tenant has provided a birth certificate, a court order for custody, legal proof of adoption or other written, objective third party verification of custody of the dependent; and
- e. a suitable family unit is available within a reasonable time; and
- f. MPHA will allow a total of two adults in a highrise unit and under no circumstance will more than two adults and two minor dependents (or one adult and three minor dependents) be allowed be allowed to stay in a one bedroom highrise unit while waiting for a transfer. Under no circumstance will MPHA allow more than two adults and one minor dependent (or one adult and two minor dependents) to stay in an efficiency while waiting for a transfer.”

51. The MPHA SOP adopted July 9, 2008 at Part X, 11.A. provides “Minor Children: Dependent children will be added to their parent’s, grandparent’s lease upon verification of parenthood, legal physical custody or legal adoption. If custody is an issue, the parent must provide verification that he or she has physical custody at least 75% of the time.”

52. The MPHA SOP adopted July 9, 2008 at Part XIII. provides the MPHA’s “Tenant Grievance Procedures.” The MPHA defines grievance as “any dispute (except for lease add-ons) which a tenant may have with respect to MPHA action or failure to act in accordance with the individual tenant’s lease or MPHA

policies, which violate the individual's rights, duties, welfare or status . . ." Part XIII, 2., D., 1.).

NEED FOR INJUNCTIVE RELIEF

53. Unless enjoined, the Defendants will continue to engage in the unlawful acts and pattern and practice of discrimination described herein.

54. The Plaintiff has no adequate remedy at law in that an award of compensatory damage will not make whole the injuries she is currently suffering due to the actions of Defendants which have violated Plaintiff's civil rights and denied Plaintiff's rights to have her daughter V.M. and son K.T. added to her lease.

55. The Plaintiff has been and continues to be gravely, immediately and irreparably harmed by the unlawful acts of the Defendants. Defendants' refusal to recognize Ms. Xiong's children as members of her family places emotional burdens and financial strains on her household.

56. The Plaintiff is entitled to prospective injunctive relief and retroactive relief until Defendants (a) recognize V.M. and K.T. as members of Ms. Xiong's family; (b) add her daughter V.M. and son K.T. to Ms. Xiong's lease; (c) recalculate Ms. Xiong's rent from January 2008 to the present to properly include the minor dependent V.M.; and (d) recalculate Ms. Xiong's rent from March 2009 to the present to properly include the minor dependent K.T.

**CLAIMS FOR RELIEF
VIOLATIONS OF FIFTH AND FOURTEENTH AMENDMENTS TO THE
UNITED STATES CONSTITUTION**

57. Plaintiff realleges and incorporates by reference Paragraphs 1 through 56 of the Complaint herein.

58. Defendant MPHA is a state actor and Defendant McCorvey acting in her official and supervisory capacities as employee and officer of the MPHA, is a state actor for the purposes of the Due Process Clauses of the Fifth and Fourteenth Amendments to the United States Constitution.

59. The Plaintiff possesses a property interest in her Public Housing tenancy in MPHA Public Housing in accord with all relevant statutes, regulations, regulatory guidance from HUD, HUD Handbooks and Guidebooks, HUD Notices and the MPHA SOP.

60. At all relevant times Defendant McCorvey had actual or constructive knowledge of the illegality of Defendant MPHA's policies and practices regarding adding a tenant's minor children to the tenant's lease, including knowledge that:

- a. The MPHA's practice of requiring court-ordered custody to add a tenant's children to her lease violates 42 U.S.C. § 1437d(l) (2008) and 24 C.F.R. § 966.4(a)(1)(v)(2008); and
- b. The MPHA's practice of denying a tenant's request to add her children to her lease without providing the tenant an opportunity to use the grievance process to dispute that denial violates 42 U.S.C. § 1437d(k) (2008); and 24 C.F.R. §§ 966.51 - .53 (2008).

61. The Defendants' actions violate Plaintiff's right to due process under the Fifth and Fourteenth Amendments to the United States Constitution by preventing her from including her children on her lease and in her rent calculations

in accord with all relevant statutes, regulations, regulatory guidance from HUD, HUD Handbooks and Guidebooks, HUD Notices and the MPHA SOP.

62. The Defendants' actions denying Plaintiff's request to add her children to her lease without a court's custody order violates Plaintiff's right to freedom of personal choice in the matters of family life protected by the Fifth and Fourteenth Amendments of the United States Constitution.

**VIOLATIONS OF UNITED STATES HOUSING ACT AND ITS
IMPLEMENTING REGULATIONS**

63. The Plaintiff realleges and incorporates by reference Paragraphs 1 through 56 of the Complaint herein.

64. The Defendants have injured the Plaintiff in violation of the United States Housing Act of 1937 (USHA), 42 U.S.C. § 1437d(l) (2008) and 24 C.F.R. § 966.4(a)(1)(v) (2008) by refusing to add Plaintiff's daughter V.M. and son K.T. to her lease.

65. The Defendants have injured the Plaintiff in violation of the USHA, 42 U.S.C. § 1437d(k) (2008) and 24 C.F.R. § 960.50 - .53 (2008) by failing to provide the Plaintiff the opportunity to use the grievance process to dispute the Defendants' denial of her request to add her daughter V.M. and son K.T. to her lease.

66. The Defendants have deprived Plaintiff of her rights, privileges and immunities secured by the USHA and its implementing regulations as cited *supra*. These violations are actionable under 42 U.S.C. § 1983 (2007).

**VIOLATION OF CIVIL RIGHTS PROTECTIONS OF FAIR HOUSING
AMENDMENT ACT AND MINNESOTA HUMAN RIGHTS ACT**

67. The Plaintiff hereby realleges and incorporates Paragraphs 1 through 56 of the Complaint herein.

68. The Plaintiff and her daughter V.M. and son K.T. are a family as defined by the Fair Housing Amendments Act (FHAA) and the Minnesota Human Rights Act (MHRA). 42 U.S.C. § 3602(k) (2008) and Minn. Stat. § 363A.03, subdiv. 18 (2008).

69. The Defendants have injured the Plaintiff by engaging in discriminatory practices in violation of the FHAA and MHRA, including but not limited to:

- a. Discriminating in terms of conditions of rental and dwelling because of familial status in violation of 42 U.S.C. § 3604(a) and (b) (2008); 24 C.F.R. § 100.60 (2008); and Minn. Stat. § 363A.09, subdiv. 1 (2008); and
- b. Making or causing to make statements with respect to the rental of a dwelling which indicated a limitation or discrimination based on familial status in violation of 42 U.S.C. § 3604(c) (2008) and Minn. Stat. § 363A.09, subdiv. 1 (2008).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

1. Assume original jurisdiction over this action.

2. Pursuant to 28 U.S.C. §§ 2201 and 2002 (2007), and Rule 57 of the Federal Rules of Civil Procedure, declare Defendants' policies, practices, procedures, acts and omissions have deprived Plaintiff of her rights under the United States Constitution, the United State Housing Act (USHA), the Fair Housing Act Amendments (FHAA), and the Minnesota Human Rights Act (MHRA) as enumerated in the claims set out in the section entitled "Claims for Relief" *supra* and declare that Defendants are legally obligated to add a tenant's child to her lease upon proof of the child's birth.

3. Pursuant to Rule 65 of the Federal Rules of Civil Procedure enter preliminary and permanent injunctive and equitable relief ordering and directing that Defendants MPHA and McCorvey:

- a. Immediately add V.M. to Ms. Xiong's lease as a member of her household effective January 2008;
- b. Immediately add K.T. to Ms. Xiong's lease as a member of her household effective March 2009;
- c. Recalculate Ms. Xiong's rent with the federal regulatory dependent deduction for V.M. from January 2008 to the present within 10 business days;
- d. Recalculate Ms. Xiong's rent with the federal regulatory dependent deduction for K.T. from March 2009 to present within 10 business days;

- e. Immediately stop asking MPHA residents for court custody orders before adding their children to their lease and including those children in their rent calculations;
- f. Immediately provide Hennepin County with a true and accurate Shelter Verification Form for Ms. Xiong including V.M. and K.T. in Ms. Xiong's household;
- g. Immediately instruct MPHA staff to state the true and accurate number of children in a MPHA unit when signing Hennepin County Shelter Verification Forms for MPHA tenants.

4. Order Defendants to ensure that the MPHA's Public Housing operations will not discriminate based on familial status by ordering the MPHA to develop, file with this Court and fully implement within 60 days of this Order written policies in its Statement of Policies and any and all agency procedures and protocols which state: The MPHA will add a tenant's biological child to the tenant's lease within 10 days of receipt of proof of the child's birth.

5. Order Defendants to provide notice filed with and approved of by this Court within 30 days of this Order as a mailing enclosure in the MPHA monthly billing statement to MPHA tenants stating the changes in its Statement of Policies, procedures and protocols ordered herein at Paragraph 4 *supra*. This notice enclosure must include a language block stating in English, Hmong, Somali, Spanish, Oromo, Amharic and Laotian: "This information is important.

If you do not understand it, please call your MPHA representative for free language assistance.”

6. Order Defendants to pay Ms. Xiong any rent credit resulting from recalculation of her rent pursuant to Paragraphs 3.c. and 3.d. *supra* within 10 business days of completion of the rent recalculations.

7. Order Defendants to pay Ms. Xiong damages (1) for emotional distress suffered to date as a result of Defendants’ discriminatory conduct and (2) for additional damages she may suffer from any further discrimination after the date of filing of this Complaint.

8. Award Plaintiff her costs and disbursements herein to Plaintiff’s counsels, the Legal Aid Society of Minneapolis and Central Minnesota Legal Services, pursuant to 42 U.S.C. § 1988 (2008) and 42 U.S.C. § 3613(c)(2) (2008).

9. Award reasonable attorneys’ fees to Plaintiff’s counsel, the Legal Aid Society of Minneapolis, pursuant to 42 U.S.C. § 1988 (2008) and 42 U.S.C. § 3613(c)(2) (2008). Plaintiff’s co-counsel, Central Minnesota Legal Services makes no demand for attorneys’ fees in this matter. Central Minnesota Legal Services is a recipient of funds from the Legal Services Corporation which prohibits recipients or their employees from claiming, collecting or retaining attorney’s fees in any cases. 45 C.F.R. § 1642.3 (2008).

10. Retain jurisdiction until the Court finds that Defendants have complied with the Court’s injunction and contents of its Order herein.

11. Order and direct any and all other relief it deems proper.

LEGAL AID SOCIETY OF MINNEAPOLIS

Dated: May 18, 2009

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