

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

Ia Xiong,

Plaintiff,

vs.

**STIPULATION FOR
DISMISSAL AND ORDER**

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-01167 DSD/JJK

Defendants.

INTRODUCTION

1. Plaintiff, Ia Xiong, and Defendants, Minneapolis Public Housing Authority (hereinafter MPHA) and Cora McCorvey, enter into this Stipulation for the purpose of settling this lawsuit.

2. Plaintiff initiated this action alleging that 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. Defendants deny all claims.

3. The parties have entered this Stipulation to address the issues raised in the Plaintiff's Complaint, and to avoid the expense and inconvenience of litigation. The purpose of this Stipulation is to set out a series of actions to be taken by Defendants. Defendants:

- a.) Have revised Plaintiff's household composition, made rent calculation corrections reflecting these revisions, and refunded any rent credit due to Plaintiff;
 - b.) Have revised Defendants' Hennepin County Shelter Verification procedures;
 - c.) Are in the process of revising Defendants' Statement of Policies regarding household composition procedures and related provisions of the grievance procedure;
 - d.) Will review and approve household composition requests pursuant to the terms herein until the October 14, 2009 MPHA Board of Commissioners' approval of Defendants' revised Statement of Policies.
4. The parties have agreed to the terms set forth below and have agreed to entry and implementation of this Stipulation. Therefore, based on the agreement of the parties and all materials submitted to the Court in the Stipulation, it is ordered that the parties shall be bound to undertake the obligations set out below.

DEFINITIONS

5. Plaintiff means Ia Xiong. Ms. Xiong's minor children are identified by initial as J.M. and V.M. and K.T. They are identified in court documents by initial only. The Defendants have been informed of Plaintiff's minor children's names.

6. Public Housing means housing owned and operated by the Defendants pursuant to the United States Housing Act (USHA) as amended, 42 U.S.C. §§ 1437-1440 (2000).

7. Statement of Policies (SOP) means the “Statement of Policies” adopted by the MPHA Board of Commissioners and approved by the Department of Housing and Urban Development (HUD) for administration and operation of Defendants’ Public Housing.

PLAINTIFF’S LEASE AND RENT CALCULATIONS

8. Defendants have included Plaintiff’s minor children V.M. and K.T. in her household on her lease, in addition to her daughter J.M. Defendants added K.T. to Plaintiff’s lease on April 8, 2009. Defendants added V.M. to Plaintiff’s lease on May 21, 2009.

9. Defendants recalculated Plaintiff’s rent to include V.M. effective January 2008 to the present.

10. Defendants recalculated Plaintiff’s rent to include K.T. effective March 2009.

11. Defendants have paid the credit in the amount of Two Hundred Sixteen Dollars (\$216) resulting from the rent recalculations in Paragraphs 9 and 10 *supra* to Plaintiff.

12. Defendants will pay within ten (10) days of entry of this Stipulation to the Legal Aid Society for Plaintiff the sum of One Thousand Dollars (\$1,000) as liquidated damages.

HENNEPIN COUNTY SHELTER VERIFICATION

13. Defendants will sign any Hennepin County Shelter Verification form provided by Plaintiff to include her children V.M. and K.T., as well as her daughter J.M.

14. Defendants will sign Hennepin County Shelter Verification forms for MPHA tenants stating the number of children in the unit who are on the MPHA lease at the time the verification is signed and identifying the children which the MPHA has approved in writing to stay in the unit while the MPHA processes the tenant's lease add-on request.

REVISION OF MPHA STATEMENT OF POLICIES

15. Defendants will revise the MPHA Statement of Policies (SOP) to approve the addition of a minor to a lease within the occupancy standards of the MPHA SOP, after receiving (1) a social security number as required by law; (2) a completed 214 Status Form; and (3) proof of custody as evidenced by (i) a birth certificate, (ii) legal proof of adoption, (iii) a court order, (iv) a delegation of powers of a parent under Minn. Stat. § 524.5-.211 (2008), (v) written permission of the parent or other person having custody of the child, or (vi) or if none of these documents are available, reliable, accurate and objective third-party verification of custody. In addition, the tenant(s) must sign a new lease.

16. Defendants will revise the MPHA Statement of Policies to more clearly state that a tenant has the opportunity to request grievance procedures when

the MPHA denies a request to add a minor to the lease. However, the grievance procedures will not apply as provided by 24 C.F.R. § 961.51(b) (2008) and as stated in the MPHA's SOP.

17. Defendants will make its draft of its revised Statement of Policies available to the public August 9, 2009. Defendants will conduct a public hearing before the MPHA Board of Commissioners on the revised MPHA Statement of Policies on September 23, 2009.

18. Defendants will request that the MPHA Board of Commissioners adopt its revised Statement of Policies at the MPHA Board of Commissioners meeting on October 14, 2009.

19. Defendants will mail a Notice of the MPHA Statement of Policies revisions in the November 2009 rent statement sent to each public housing tenant in a form similar to and agreed upon by the parties as Attachment A. Defendants will solicit input from Plaintiff's counsel regarding clarity and readability of the Notice before it is sent.

MPHA POLICIES BEFORE OCTOBER 14, 2009

20. Between the date of entry of this Order and October 14, 2009, Defendants will review each request for addition of a minor to a tenant's lease using the criteria in Paragraph 15 *supra*.

21. Subject to Paragraph 16 *supra*, between the date of entry of this Order and October 14, 2009, Defendants will notify in writing any tenant whose request to add a minor to his or her lease has been denied of the MPHA's denial, the basis for

the denial and of the tenant's right to use the grievance procedure in MPHA's Statement of Policies to contest the denial.

DISPUTE RESOLUTION

22. The parties may attempt to resolve disputes relating to this Stipulation in any manner; however, before seeking relief from the Court, the parties must comply with the procedures set out in this paragraph. Any allegation of a failure to comply with the terms and conditions of this Stipulation by one or more of the parties shall be made by written notice to all counsel. The notice shall specify the facts supporting the allegation, and shall precede the filing of any motion to enforce the terms of this Stipulation. Upon receipt of the notice by counsel, the alleged defaulting party shall either remedy the alleged failure and so notice all counsel in writing, or provide written explanation within ten (10) working days. At the end of such period, if the issue is not resolved, any party may seek relief from the Court.

SUBSEQUENT LEGISLATION

23. In the event Congress or the State of Minnesota subsequently enacts legislation which conflicts with any obligation as set out in this Stipulation, such subsequent federal or state legislation shall control where applicable. Defendants shall not be obligated to carry out any term of this Stipulation if any otherwise applicable current or future federal or state statute or regulation precludes Defendants from complying with, or withdraws Defendants' authority to perform, that term.

ATTORNEYS' FEES AND COSTS

24. Defendants shall pay Plaintiff's counsel, the Legal Aid Society of Minneapolis, Four Thousand Dollars (\$4,000) for attorneys' fees and costs within ten (10) days of entry of this Stipulation. Plaintiff's counsel Central Minnesota Legal Services makes no claim for attorneys' fees in this matter. Defendants' shall not assert any claim for attorneys' fees and costs against Plaintiffs.

25. If Plaintiffs subsequently move the Court for enforcement of this Stipulation and the Court finds that Defendants are in substantial violation of the Stipulation, Plaintiff's counsel, the Legal Aid Society of Minneapolis, may apply to the Court for an award of attorneys' fees and costs associated with respect to that enforcement action. Central Minnesota Legal Services may apply to the Court for an award of costs only in respect to that enforcement action.

OTHER TERMS

26. Defendants do not admit, and expressly deny, that they are subject to any liability whatsoever by reason of the matters alleged in this action. This Stipulation and all the documents, negotiations and proceedings related to it are not, and shall not be construed to be an admission by the Defendants of any liability with respect to the allegations and claims in this action. This Stipulation shall not be offered or admissible in evidence against the Defendants in any action or proceeding except in any action or proceeding to enforce its terms.

27. Upon execution by all parties the parties shall promptly file this proposed Stipulation with the District Court and request that the Court enter an Order.

28. The terms of this Stipulation shall apply to the Plaintiff and to each of the Defendants, their officers, directors, agents, employees, successors and assigns. All entities or persons acting in concert with, or on behalf of, or participating with Defendants and who received notice of this Stipulation are enjoined from interfering with, obstructing or otherwise frustrating the implementation of this Stipulation.

29. This Stipulation shall constitute the entire understanding and agreement of the parties. No statement, remark, agreement or understanding, oral or written, which is not contained herein shall be recognized or enforced. This Stipulation shall not be subject to any change, modification, amendment or addition without the express written consent of the parties to this Stipulation.

30. This Stipulation shall be binding upon and inure to the benefit of the parties hereto and their representatives, heirs, successors and assigns.

31. This Stipulation shall be construed under and governed by the laws for the State of Minnesota and applicable federal law.

32. The Plaintiff will sign a complete Release in a form agreed upon by the parties as Attachment B.

33. The matter is dismissed with prejudice, without costs to either party apart from the costs and fees enumerated in this Stipulation.

34. This Stipulation may be signed in counterpart.

SO ORDERED

BY THE COURT

Dated: _____

Magistrate Jeffrey J. Keyes

LEGAL AID SOCIETY OF MINNEAPOLIS

Dated: July 14, 2009

By: s/ Dorinda L. Wider

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Dated: July 14, 2009

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MINNEAPOLIS PUBLIC HOUSING AUTHORITY

Dated: July 15, 2009

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ATTORNEY FOR DEFENDANTS MINNEAPOLIS
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