

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

JESSIE FIELDS, LOOKMAN SULAIMON,
PATRICIA JOHNSON, FELICIA NOEL,
FRANCISCO NIEVES, LAKYSHA ALLEN,
YOLANDA THOMAS, YVONNE LANE,
CHERI ROACH, DAVID BELL, ROSE
MIDDLETON, and THANIA ACOSTA

Plaintiffs,

-against-

GREGORY RUSS, as Chair and Chief
Executive Officer of the New York City
Housing Authority, and the NEW YORK CITY
HOUSING AUTHORITY,

Defendants.

19-cv-11368 (ER)

**STIPULATION OF SETTLEMENT
AND ORDER**

WHEREAS, on December 12, 2019, Plaintiffs filed a Complaint against Gregory Russ and the New York City Housing Authority (“NYCHA”) (collectively, “Defendants”) alleging that NYCHA’s policies and practices violated their rights under the Due Process Clause of the Fourteenth Amendment to the United States Constitution; the Brooke Amendment to the United States Housing Act, 42 USC § 1437a (the “Housing Act”), and its implementing regulations; New York State law; and NYCHA’s own written policies; and

WHEREAS, Plaintiffs alleged that NYCHA engaged in a pattern and practice of failing to timely and/or accurately reduce Plaintiffs’ rent to account for a reduction in household income or composition, resulting in a rent charge of more than 30% of their income in violation of federal law; and

WHEREAS, Plaintiffs further alleged that NYCHA improperly commenced eviction proceedings against Plaintiffs seeking possessory judgments for rents that, in whole or in part, constituted illegal overcharges; and

WHEREAS, Plaintiffs further alleged that NYCHA's pattern and practice as laid out in the Complaint extended beyond the specific cases of Plaintiffs and was in fact a system-wide issue; and

WHEREAS, on June 8, 2020, Defendants filed an Answer to the Complaint disputing all of Plaintiffs' claims and raising a number of defenses. Defendants further alleged NYCHA's policies and practices with respect to interim and annual income reviews are consistent with the Housing Act and applicable federal regulations, NYCHA affords its tenants due process, and NYCHA did not violate the Housing Act, federal regulations, and its own policies with respect to Plaintiffs; and

WHEREAS, on June 29, 2020, Plaintiffs filed a First Amended Complaint to add three new individuals as Plaintiffs and to expand the claims in the original Complaint to incorporate that NYCHA's alleged pattern and practice of miscalculating Plaintiffs' rent extended to annual, in addition to interim, income reviews; and

WHEREAS, on July 13, 2020, Defendants filed an Answer to the First Amended Complaint disputing all of Plaintiffs' claims and alleging NYCHA's policies and practices with respect to both interim and annual income reviews are consistent with the Housing Act and applicable federal regulations, NYCHA affords its tenants due process, and NYCHA did not violate the Housing Act, federal regulations, and its own policies with respect to Plaintiffs, including the three additional Plaintiffs, and raising a number of defenses; and

WHEREAS, the parties have agreed to enter into this Stipulation of Settlement and Order (hereinafter, "Agreement") without an adjudication on the merits by the Court of Plaintiffs' claims or Defendants' defenses or any admissions by any Party;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiffs and Defendants, through their respective counsel, as follows:

I. RESOLUTION OF PLAINTIFFS' INDIVIDUAL CLAIMS AND ATTORNEY FEES

- a. In settlement of Plaintiffs' claims for retroactive rent credits, Defendants have issued, or will issue within 30 days after the Court's approval of this Agreement, the rent credits laid out in Schedule A, which is attached hereto and incorporated into this Agreement.
- b. In settlement of Plaintiffs' claims for damages (separate and apart from the rent credits laid out in Schedule A) and Legal Services NYC's claim for attorney fees through the date of this Agreement, Defendants agree to disburse \$130,000 within 60 days after the Court's approval of this Agreement. Jenner & Block, appearing as pro bono counsel for the Plaintiffs, hereby agrees to forego any entitlement to attorney fees accrued through the date of this Agreement. Plaintiffs' counsel (including both Legal Services NYC and Jenner & Block) agree not to seek any fees for administrative tasks contemplated by this Agreement, such as making referrals, reviewing materials provided by Defendants, and reviewing reports provided by Defendants, except that Legal Services NYC and Jenner & Block expressly reserve the right to seek legal fees related to any future motions or enforcement actions brought in connection with this Agreement, and Defendants reserve their right to object to any such request.

- c. Plaintiffs' claims set forth in the First Amended Complaint are hereby discontinued with prejudice.

II. STIPULATION PERIOD

- a. The provisions of Sections III through XI of this Agreement shall remain in full force and effect for three years beginning six months after the Court's approval of this Agreement (known as the "Stipulation Period").
- b. Beginning with the Court's approval of this Agreement until the end of the Stipulation Period, the Court shall retain jurisdiction to enforce compliance with the terms of this Agreement.
- c. Upon expiration of the Stipulation Period, all obligations pursuant to the Agreement shall cease.

III. CASE REFERRALS OUTSIDE OF THE PLAINTIFF GROUP

- a. Beginning with the Court's approval of this Agreement through the end of the Stipulation Period, Defendants' counsel's designees consent to receive and evaluate referrals from Plaintiffs' counsel of tenant cases with allegations of rent overcharge or a failure to timely and accurately process an annual or an interim rent recertification request.
- b. Within 60 days after receiving each case referral and all documents or information necessary to process the referral, NYCHA shall, in the absence of exceptional circumstances, process the case referral, communicate its decision in writing to the tenant and to Plaintiffs' counsel, and apply retroactive credits or charges, if any, to the tenant's electronic rent ledger maintained by NYCHA. When a referral results in a rent adjustment, NYCHA's decision communicated to the tenant shall be in the form

of a “Rent Change Notice” as per Section IV(l) of this Agreement. When a referral does not result in a rent change, NYCHA will issue a written decision in accordance with its internal policies and procedures.

- c. If NYCHA has commenced a nonpayment proceeding or served charges alleging chronic rent delinquency against the referred tenant, and Defendants’ counsel has not rejected the referral in accordance with Section III(d) of this Agreement, NYCHA shall also take action with respect to that proceeding in accordance with this Agreement. Such action includes, but is not limited to, seeking to discontinue, mark off calendar, or adjourn any such proceeding until the interim recertification or rent grievance has been resolved, as set forth in Section V of this Agreement.
- d. During the Stipulation Period, Plaintiffs’ counsel shall not refer tenant cases to Defendants’ counsel under this Section where the tenant has not taken reasonable steps to resolve the issue with management. If the referred tenant has not yet taken reasonable steps to resolve the issue with management, Defendants’ counsel reserves the right to reject the referral.

IV. PROVISIONS RELATED TO THE COMMENCEMENT AND PROCESSING OF INTERIM RECERTIFICATIONS

- a. NYCHA agrees to amend its policies and procedures to give effect to the provisions of this Section as provided for in Section VI of this Agreement. This Section refers to several forms and notices, the requirements of which are further detailed in Section VIII of this Agreement.
- b. Public housing tenants may request an interim rent change outside of the annual recertification process by submitting a “Public Housing Interim Change Form” electronically through the self-service online portal or by hardcopy at their local

management office. When initiating the interim rent change, the tenant will have the opportunity to submit supporting documentation.

- c. Upon request, staff at local management offices shall provide information and assistance consistent with NYCHA's policies, including its reasonable accommodation and language assistance services policies, to tenants to initiate and complete an interim recertification.
- d. When a tenant submits a "Public Housing Interim Change Form" through the self-service online portal, they will be able to view and print or download a "Confirmation Notice" and any supporting documents they uploaded. The self-service online portal will show the date the "Public Housing Interim Change Form" was submitted and the date each supporting document, if any, was submitted.
- e. When a tenant submits a "Public Housing Interim Change Form" by hard-copy at their local management office, NYCHA shall provide the tenant with an "Interim Change Form Receipt" showing the date the interim recertification request was submitted and what supporting documents, if any, were submitted.
- f. Within 15 days after the tenant's submission of a "Public Housing Interim Change Form," NYCHA shall provide to the tenant one of two notices automatically generated by NYCHA's computer system: a "Submission Confirmation Notice" or an "Additional Information Request Form." The "Submission Confirmation Notice" is generated where NYCHA's system registers the tenant's documents submission as complete (pending further review by staff), whereas the "Additional Information Request Form" is generated where NYCHA's system identifies that documents required to resolve the request are missing. The "Additional Information Request

Form” shall specify what documentation or information is needed, state that the tenant has 30 days to provide the requested information from the date on the form, and include other information as set forth in Section VIII of this Agreement.

- g. In the event a tenant is unable to submit acceptable documentation in support of an interim recertification request and management and the tenant are unable to obtain any other type of third-party verification, management may accept a tenant declaration, in a form approved by NYCHA, as proof of the change in household income.
- h. A tenant may request in writing additional time to submit supporting information or documents, and if the tenant provides a reasonable explanation and any appropriate documents supporting the explanation as to why they are unable to produce the information or documents, NYCHA will approve a one-time 30-day extension. NYCHA may exercise its discretion to grant a further extension based on limited exceptional circumstances, such as a family or medical emergency.
- i. The self-service online portal shall inform the tenant of the status of the interim recertification request, list any documents and information submitted with or in support of the interim request, and show the date such documents were submitted. NYCHA shall, upon request, provide tenants with dated receipts or date-stamped copies of any documentation or information that they submit in support of an interim recertification request at their local management office.
- j. Once the tenant is provided with a “Submission Confirmation Notice” (whether upon the tenant’s first document submission or subsequent submission in response to an “Additional Information Request Form”), NYCHA shall resolve the interim

recertification request within 60 days after the date of the “Submission Confirmation Notice,” absent exceptional circumstances. If, however, staff determines that additional documents are needed, then within 60 days after the date of the “Submission Confirmation Notice,” NYCHA will send the tenant a written notice stating what additional documents are needed and notifying the tenant that they have 30 days to provide such documents, in which case NYCHA shall resolve the request within 60 days after the date that the tenant submits the additional documentation, absent exceptional circumstances. The “Submission Confirmation Notice” will include additional information as set forth in Section VIII of this Agreement.

- k. If a tenant fails to submit requested documents or information that are necessary to process an interim recertification within 30 days after the date of the “Additional Information Request Form” or by the deadline set by any extension of time, NYCHA will deem the interim recertification request abandoned and notify the tenant it closed out the request. Such notice will inform the tenant that they may submit a new interim change request and that NYCHA will treat the submission of the required documents as though they were timely submitted in connection with the closed request, if the tenant submits the new request within 30 days after the closing of the request together with (1) a reasonable explanation as to why they were previously unable to produce the documents or information, such as a family or medical emergency, (2) any appropriate documentation supporting their explanation, and (3) the previously requested documents or information necessary to process the interim request.
- l. While the interim recertification request is pending pursuant to the provisions of this section, NYCHA shall not commence a nonpayment proceeding or serve charges

alleging chronic rent delinquency in an administrative termination proceeding against the tenant, except as provided for in Section V below. Resolving the interim recertification includes applying retroactive credits or charges, if any, to the tenant's electronic rent ledger maintained by NYCHA. In addition, NYCHA shall send the tenant a "Rent Change Notice" informing the tenant of: (i) the new rent and the basis for the rent calculation; (ii) any retroactive credit or charge assessed; (iii) the effective date of the new rent; (iv) the right, procedure, and timeframe within which to file a rent grievance; and (v) the tenant's obligation to report a change in income in accordance with NYCHA policy.

V. PROVISIONS RELATED TO NONPAYMENT AND CHRONIC RENT DELINQUENCY PROCEEDINGS

- a. NYCHA agrees to amend its policies and procedures, and to take any necessary action, to give effect to the provisions of this Section as provided in Section VI of this Agreement.
- b. NYCHA shall not commence a nonpayment proceeding, or serve charges alleging chronic rent delinquency in an administrative termination proceeding, against a tenant who has (1) a pending interim recertification, subject to the limitations specified in Sections V(b)(i) and V(h) of this Agreement; or (2) a pending rent grievance, subject to the limitations specified in Sections V(b)(ii) and V(h) of this Agreement.
 - i. In the case of an interim recertification, NYCHA may commence a nonpayment proceeding or serve charges alleging chronic rent delinquency: (a) at least 14 days after the date of the "Rent Change Notice," which NYCHA will send to each tenant after completing the tenant's interim recertification request; (b) at least 30 days after the date of the "Additional Information Request Form" if the

tenant has failed to submit requested documents or information necessary to process the interim recertification; or (c) if NYCHA approved an extension to submit requested documents or information necessary to process the interim recertification and the tenant failed to meet the extended deadline, the date the extension expires.

- ii. In the case of a rent grievance, NYCHA may commence a nonpayment proceeding or serve charges alleging chronic rent delinquency: (a) after the tenant indicates in writing that they are satisfied with the outcome of the grievance; (b) 10 days after either the date of the Project Manager's Disposition or the date of the District/Borough Management Office's Disposition, if there is one, and the tenant has not timely requested a hearing in writing; or (c) after the date of the Hearing Officer's decision if the tenant requested a hearing in writing to review the matter within 10 days after receipt of the District/Borough Management Office's Disposition. However, if the tenant is granted a formal hearing, NYCHA may commence or continue pursuing a nonpayment proceeding or administrative chronic rent delinquency charges where there is a pending rent grievance if the tenant fails to timely pay the rent amount in effect the month prior to the date of the rent increase until the Hearing Officer issues a decision as specified in NYCHA's Grievance Procedures.
- c. Before NYCHA serves a rent demand on a household, the Property Manager or authorized representative shall review the household's records kept by NYCHA to see if the household has a pending interim recertification. If the household does have a pending interim recertification, NYCHA shall not serve a rent demand on the

- household except in accordance with Sections (V)(b)(i) and V(h) of this Agreement.
- d. Before NYCHA commences a nonpayment proceeding or serves charges alleging chronic rent delinquency, the Property Manager, authorized representative, or central office staff shall confirm in writing, based on a review of the household's records kept by NYCHA, that the tenant who is the subject of the proceeding does not have a pending interim recertification or rent grievance, per Section V(b) of this Agreement, as of the date the matter is forwarded to the Law Department for preparation of the petition or notice of charges, with the exceptions noted in Section V(b) and V(h) of this Agreement.
 - e. Upon learning that any new nonpayment proceeding was commenced during the pendency of an interim rent change or rent grievance in violation of this Agreement, NYCHA shall immediately seek to discontinue or mark off calendar that proceeding without prejudice to reinstating it following the conclusion of the interim recertification or rent grievance. If the tenant has raised repair issues in their answer to the nonpayment petition, the proceeding may continue for the purpose of assessing and resolving any repair issues.
 - f. Upon learning that any new chronic rent delinquency charges were served in an administrative termination proceeding during the pendency of an interim change or rent grievance in violation of this Agreement, NYCHA shall consent, subject to the approval of the Hearing Officer, to adjourn any hearing with respect to those charges until the conclusion of the interim recertification or rent grievance, but NYCHA need not adjourn the hearing with respect to any other charges.
 - g. If a tenant requests an interim recertification or files a rent grievance after NYCHA

has commenced a nonpayment proceeding or brought chronic rent delinquency charges against the tenant, NYCHA shall agree to adjourn the nonpayment proceeding or any hearing addressing chronic rent delinquency charges until the conclusion of the interim recertification or the rent grievance, unless (1) the interim recertification or rent grievance falls within the exceptions set forth in Sections V(b) and V(h); (2) the nonpayment proceeding or chronic rent delinquency charges involve arrears resulting from failure to make rent payments during a period of time not covered by the interim recertification or rent grievance, in which case NYCHA retains discretion over whether to agree to adjourn the nonpayment proceeding or hearing; or (3) the administrative hearing involves charges in addition to chronic rent delinquency, in which case NYCHA may proceed with the hearing on the other charges, and may not in such hearing offer evidence or rely on the pendency of the nonpayment or chronic rent delinquency charges until the interim recertification or rent grievance is resolved per Section V(b) of this Agreement.

- h. Any new interim request based on the same change in household income as a prior closed request, and any new rent grievance challenging the same rent calculation as a prior rent grievance, will not preclude NYCHA from commencing or litigating a nonpayment proceeding or from serving chronic rent delinquency charges while the new interim request or rent grievance is pending. However, if a tenant has submitted a new interim request within 30 days after the closing of the original request together with (a) a reasonable explanation as to why they were previously unable to produce the documents or information, (b) any appropriate supporting documentation supporting their explanation, and (c) the previously requested documents or

information necessary to process the interim request, as provided for in Section IV(k), NYCHA will refrain from commencing, or seek to discontinue, mark off calendar, or adjourn such proceeding, as set forth in this Section.

VI. IMPLEMENTATION PROVISIONS

- a. Within six months after the Court's approval of this Agreement, NYCHA shall implement Sections IV and V of this Agreement, including creating new, or modifying existing, policies as necessary.
- b. Within 30 days after finalizing any new or amended manuals, regulations, protocols, directives, and/or staff training plans related to this Agreement, NYCHA shall share same with Plaintiffs' counsel.
- c. The provisions of Sections IV and V of this Agreement shall become enforceable six months after the Court's approval of this Agreement and shall remain enforceable for the duration of the Stipulation Period, including any extension to the Stipulation Period with respect to Sections IV and V of this Agreement if and as ordered by the Court.
- d. During the Stipulation Period, NYCHA may amend any and all provisions of its policies, procedures, and forms specifically addressed in this Agreement so long as the amendment complies with applicable law and is consistent with the principles reflected in the provisions of this Agreement. NYCHA shall notify Plaintiffs' counsel at least 30 days prior to the date of the amendment, unless a change in law or circumstances requiring immediate attention makes this advance notice infeasible, in which case NYCHA shall provide notice to Plaintiffs' counsel as soon as practicable. Within 10 days after receiving notice of such proposed amendments, Plaintiffs'

counsel shall inform NYCHA if they object to the amendments and, if they do, provide the basis of any such objections and propose a cure, if any. If the Parties cannot reach an agreement with respect to the proposed amendments, NYCHA may implement such amendments only with Court approval, unless the amendment(s) is required by a change in law or circumstances requiring immediate attention, in which case NYCHA will promptly notify Plaintiff's counsel and the Court. Further, to the extent NYCHA believes a policy or procedure set forth herein has become impracticable, ineffective or unduly burdensome, NYCHA shall have the burden of proving that any proposed amendment is warranted and is consistent with the principles reflected in the provisions of this Agreement. Nothing in this paragraph limits NYCHA's ability to amend provisions of its policies, procedures, and forms to the extent such provisions are not specifically addressed by this Agreement.

VII. TRAINING

- a. Within one year after the Court's approval of this Agreement, Defendants shall provide training to staff covering Sections IV and V of this Agreement. The recipients of the training on Sections IV and V shall include all personnel, including agency attorneys, working on income recertification, nonpayment proceedings, chronic rent delinquency proceedings, and rent grievances.
- b. These trainings shall also occur whenever personnel identified in Section of VII(a) are on-boarded, and the trainings will be made available to all personnel identified in Section of VII(a) no less than once every year for the duration of the Stipulation Period.
- c. Within 30 days after it is finalized, Defendants shall share their training program with

Plaintiffs' counsel.

VIII. OUTREACH

- a. NYCHA shall implement the changes in this Section within six months after approval of this Agreement by the Court and maintain the revisions described in Sections VIII(c) and VIII(e) throughout the entirety of the Stipulation Period, subject to the provisions of Section VI(d) of this Agreement.
- b. Six months after approval of this Agreement by the Court, NYCHA shall notify all public housing tenants in writing about its revised policies and procedures which are put into effect by virtue of this Agreement related to interim rent changes, rent grievances, nonpayment proceedings, and chronic rent delinquency termination proceedings. This written notice shall explain in plain language (i) that NYCHA cannot commence a nonpayment or chronic rent delinquency proceeding against a tenant who has a pending interim recertification or rent grievance under the terms specified by this Agreement; (ii) that NYCHA is free to commence a nonpayment or chronic rent delinquency proceeding once the interim recertification is resolved, or if the tenant does not respond to an additional information request, as specified by this Agreement; (iii) that NYCHA will process interim recertifications within a reasonable time, not to exceed 60 days, absent exceptional circumstances; (iv) the procedure for commencing an interim recertification request or a rent grievance; and (v) that tenants are not precluded from pursuing an interim change or rent grievance based on the commencement of a nonpayment case or tenancy termination proceeding. NYCHA shall also make a copy of this notice publicly available on its website. NYCHA shall provide the proposed notice to Plaintiffs' counsel for review and feedback at least 30

days before it intends to send it to tenants.

- c. NYCHA shall create or revise the following forms and share them with Plaintiffs' counsel within 30 days after concluding the revisions:
 - i. "Rent Change Notice" – This document shall include language informing tenants of (1) the new rent and the basis for the rent calculation; (2) any retroactive credit or charge assessed; (3) the effective date of the new rent; (4) the right, procedure, and timeframe within which to file a rent grievance; and (5) the tenant's obligation to report a change in income in accordance with NYCHA policy. Along with the Rent Change Notice, tenants will receive a separate notice reminding tenants to submit a "Public Housing Interim Change Form" in the event that, in between annual recertification periods, there is a change in their household's composition, income, disability status, senior status, citizenship status, or student status.
 - ii. Monthly rent statements – This document shall include language reminding tenants to submit a "Public Housing Interim Change Form" in the event that, in between annual recertification periods, there is a change in their household's composition, income, disability status, senior status, citizenship status, or student status.
 - iii. "Interim Change Form Receipt" – If a tenant submits a Public Housing Interim Change Form by hardcopy at their local management office, NYCHA will provide the tenant with a paper receipt showing the date the interim recertification request was submitted and what supporting documents, if any, were submitted. The receipt will inform the tenant that the "Public Housing

Interim Change Form” was received and will include language apprising tenants that:

1. NYCHA may request additional information or documents necessary to complete the recertification within 15 days after the tenant submits the request;
 2. once the tenant submits the information and/or documentation necessary for NYCHA to process the interim recertification, NYCHA will provide the tenant with a “Submission Confirmation Notice,” and will thereafter conduct a review to determine whether any additional or corrected documentation or information is necessary; and
 3. NYCHA will not commence a new nonpayment proceeding or serve new chronic rent delinquency charges in an administrative termination proceeding while an interim recertification or rent grievance is pending in accordance with the terms of this Agreement.
- iv. “Confirmation Notice” upon electronic submission – NYCHA will make an electronic confirmation notice available on the self-service portal upon a tenant’s submission of a Public Housing Interim Change Form through the self-service portal. The electronic Confirmation Notice will include the language in Section VIII(c)(iii)(1)-(3) and the self-service portal will show the date the “Public Housing Interim Change Form” was submitted and the date each supporting document, if any, was submitted.

v. “Additional Information Request Form” – If, after a tenant initiates an interim rent change request, NYCHA (or its automated system) determines it needs additional information or documents to process the request, NYCHA will provide the tenant with an Additional Information Request Form. This request will specify what information or documents NYCHA needs, advise the tenant to submit the requested information or documents within 30 days after the date of the notice and that they may submit such documents via the self-service portal, and explain what the tenant must do to request an extension of time to submit documents. This request will also inform the tenant that:

1. their interim recertification will be closed if they do not provide documents or information necessary to process the recertification within 30 days after the date of the form;
2. NYCHA will grant a 30-day extension of time if the tenant requests one in writing prior to the deadline along with a reasonable explanation and any appropriate documents supporting the explanation as to why they are unable to produce the information or documents by the original deadline;
3. NYCHA will provide receipts or time-stamped copies of hard copies of documents the tenant submits in support of the interim recertification request at the management office, and the self-service portal will show the date each document was submitted; and
4. once the tenant submits the documents in response to this request

by NYCHA, NYCHA will provide the tenant with a “Submission Confirmation Notice” and will thereafter conduct a review to determine whether any additional or corrected documentation or information is necessary.

- vi. “Submission Confirmation Notice” – Once NYCHA’s system registers the tenant’s document submission as complete (pending further review by staff), either after the tenant’s first submission or in response to an “Additional Information Request Form,” NYCHA will send the tenant a “Submission Confirmation Notice.” The “Submission Confirmation Notice” shall: (1) state that NYCHA shall resolve the interim recertification request within 60 days after the date of such notice, provided that all required documentation has been submitted, absent exceptional circumstances; (2) state that if staff finds that additional documents are needed, then within 60 days after the date of the “Submission Confirmation Notice” the tenant will receive a written notice stating which additional documents are needed and notifying the tenant that they have 30 days to provide such documents, in which case NYCHA shall resolve the request within 60 days after the date that the tenant submits the additional documentation, absent exceptional circumstances; and (3) inform the tenant they may follow up with the management office if NYCHA has not processed the request within 60 days.
- d. NYCHA shall make translations of the above forms available to tenants in accordance with its policies and legal obligations.
- e. Within six months after the Court’s approval of this Agreement, NYCHA shall

update its website and online self-service portal to include information apprising tenants to submit a “Public Housing Interim Change Form” in the event that, in between annual recertification periods, there is a change in their household’s composition, income, disability status, senior status, citizenship status, or student status, as well as information on how to file a rent grievance. Defendants shall submit to Plaintiffs’ counsel proof of these changes to the website and online portal within 30 days after the changes are uploaded.

IX. INTERNAL MONITORING

- a. For the duration of the Stipulation Period, NYCHA shall review on a biannual basis the number of interim recertification requests pending at each development system-wide, as well as the number of days each such request has been pending. If NYCHA determines that 30% or more of interim recertification requests at any development have been pending for over 60 days after NYCHA’s receipt of all documents or information necessary to complete the interim recertification, NYCHA shall take prompt and appropriate corrective action, which may include meeting with borough- or development-level staff to address the causes of the backlog.
- b. On an ongoing basis, beginning nine months after the Court’s approval of this Agreement, a centralized quality control unit shall conduct a system-wide quality assurance review of annual recertifications and interim recertifications for the purpose of reevaluating the rent calculations made therein. The number of annual recertifications and interim recertifications the centralized quality control unit will review will be based on the formula set forth in 24 C.F.R. § 985.2, implemented annually on a development-by-development basis (as opposed to citywide totals).

- c. NYCHA shall, with respect to any tenants identified as having had a material rent miscalculation uncovered via the Section IX(b) quality assurance review: (i) notify the tenant; (ii) prospectively adjust the rent to the correct amount; and (iii) issue any retroactive credits or charges as applicable in accordance with NYCHA's Management Manual. In addition, throughout the Stipulation Period, NYCHA shall, on a biannual basis, analyze the results of the review received from the centralized quality control unit in order to identify trends and take prompt and appropriate corrective action, which may include meeting with borough- or development-level staff to address the deficiencies or requiring staff to undergo additional training.
- d. On a biannual basis for the duration of the Stipulation Period and as a quality control measure, the NYCHA Law Department shall review a randomly selected sample of nonpayment and chronic rent delinquency cases weighted in proportion to the number of cases initiated by Borough. The twice-a-year samples shall consist of two categories of cases: (i) 300 nonpayment cases commenced over the preceding six months and (ii) 300 chronic rent delinquency cases or 10% of such cases, whichever is lower, commenced over the preceding six months. The Law Department shall determine for each case whether the Section V(c) confirmation was completed and whether said confirmation was accurate based on an independent review of interim recertification or rent grievances for the household as of the time the file was forwarded to the Law Department. The Law Department shall submit the results of such biannual review to NYCHA's central office.
- e. On a biannual basis for the duration of the Stipulation Period and as a quality control measure, the NYCHA Law Department shall track and report to the central office all

nonpayment or chronic rent delinquency termination proceedings against a tenant who informed an attorney or Housing Assistant in NYCHA's Law Department that the tenant had an interim recertification or rent grievance pending at the time of the proceeding's commencement, as corroborated by the Law Department, and whether NYCHA discontinued such proceedings, marked them off calendar, adjourned them, or instead prosecuted them.

- f. On a biannual basis for the duration of the Stipulation Period and as a quality control measure, NYCHA shall track and report to the central office all nonpayment or chronic rent delinquency termination proceedings against any tenant who informed an attorney or Housing Assistant in the Law Department that the tenant initiated an interim recertification or rent grievance after the proceeding's commencement, as corroborated by the Law Department, and whether NYCHA discontinued such proceedings, marked them off calendar, adjourned them, or instead prosecuted them, provided however that NYCHA is not required to engage in the tracking and reporting specified in this subsection following the first two reporting periods if the first two reports show substantial compliance.

X. REPORTING REQUIREMENTS

- a. Beginning one year after the start of the 'Stipulation Period' and every six months thereafter for the duration of the Stipulation Period, NYCHA shall submit to Plaintiffs' counsel information related to the internal monitoring measures contained in Section IX above, for the prior six-month period, as follows:
 - i. A spreadsheet indicating the dates interim recertifications were opened and closed system-wide;

- ii. A report describing the review and corrective actions taken, if any, specified in Section IX(a);
 - iii. A report showing the number of calculation errors discovered through the quality assurance measures described in Sections IX(b) and (c), and confirmation as to how many of those errors have been resolved through issuance of appropriate changes to the rent amount and/or issuance of rent credits;
 - iv. A report describing the trends and corrective actions taken, if any, specified in Section IX(c); and,
 - v. A report describing the results of the quality assurance measures specified in Sections IX(d), (e) and (f).
- b. Defendants shall provide these reports to Plaintiffs' counsel within 60 days after the conclusion of the prior six-month period.

XI. ENFORCEMENT PROVISIONS

- a. The Court shall retain jurisdiction for motions to enforce the terms of this Agreement in accordance with the provisions of this Section.
- b. Plaintiffs may move for any and all appropriate relief to enforce compliance with this Agreement as permitted by law, and NYCHA reserves all defenses. Plaintiffs must establish and bear the burden of proving that NYCHA's noncompliance with the terms and conditions of this Agreement is material in scope and nature relative to the overall obligations imposed on NYCHA by this Agreement.
- c. Prior to filing any motion, Plaintiffs' counsel must serve a 30-day notice to Defendants' counsel expressing their intent to move upon the expiration of the 30-day

term and laying out the nature of Defendants' alleged noncompliance with the provisions of this Agreement. The parties are required to engage in good-faith efforts to resolve any allegations of noncompliance within the 30-day term.

- d. Any motion filed by Plaintiffs following the 30-day notice period must describe the efforts undertaken by the parties to seek to resolve the issues that are the subject of the motion.
- e. If Plaintiffs seek to extend the Stipulation Period, Plaintiffs' counsel may make a motion to the Court to extend the Stipulation Period, and Plaintiffs bear the burden of proving that NYCHA's noncompliance with the terms and conditions of this Agreement is material in scope and nature relative to the overall obligations imposed on NYCHA by this Agreement. Such motion must be made no fewer than 90 days prior to the end of the Stipulation Period. The Court shall retain jurisdiction to enforce the terms of this Agreement during the extended Stipulation Period, if any, and shall adjudicate any claims for attorneys' fees related to a motion to extend the Stipulation Period.
- f. Defendants may raise any defenses to any motion made by Plaintiffs, including force majeure.

XII. FORCE MAJEURE

- a. NYCHA shall not be responsible for delays in complying with its obligations under this Agreement if such delays are beyond the control of NYCHA, examples of which include, but are not limited to, events directly resulting from acts of God, acts of war or other military disturbances, acts of terrorism, fire, flood, strikes, labor disputes, riots, or epidemics, including events associated with the Coronavirus Pandemic or

another public health emergency as declared by a responsible governmental entity or agent thereof, that directly affect NYCHA's ability to comply with the terms and conditions of this Agreement (each, a "Force Majeure Event").

- i. NYCHA must use its best efforts, notwithstanding the Force Majeure Event, to timely and fully comply with its obligations under this Agreement by the deadlines set forth herein. If notwithstanding NYCHA's best efforts, a Force Majeure Event prevents NYCHA from complying with one or more obligations under this Agreement by the end of the Stipulation Period, the Stipulation Period will be extended, but only as to that obligation or obligations, and only for the time necessary for NYCHA to comply with that obligation or obligations.
- ii. In the event NYCHA fails to comply with the terms and conditions of this Agreement as a direct result of a force majeure event, Defendants' counsel must apprise Plaintiffs' counsel of same as soon as practicable.

XIII. NO ADMISSION OF LIABILITY

- a. Nothing whatsoever in the Agreement shall be construed as an admission or acknowledgement of liability by Defendants, and there has been no adjudication of fact or law, regarding any of the allegations made by Plaintiffs in their Complaint or First Amended Complaint.

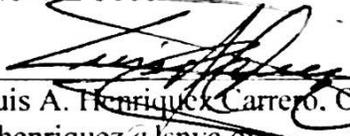
XIV. RIGHT TO WITHDRAW

- a. The Parties represent and acknowledge that the Court's approval of this Agreement without amendment or revision is an essential term of the Parties' settlement of the Action. If the Court approves the Agreement but with amendments or revisions, then

any Party has the right to withdraw its consent to the Agreement so modified by the Court by providing written notice of such withdrawal to all other Parties to the Agreement within 7 days after the entry of the Court's order approving the modified Agreement. If the Court approves the Agreement but with amendments or revisions, and no Party withdraws its consent to the Agreement so modified by the Court, the "Effective Date" shall be that of the Court's approval of the modified Agreement. In the event that any Party withdraws its consent to this Agreement as provided for in this paragraph, the Agreement will be null and void and of no further effect whatsoever (except for Section XIII), shall not be admissible in any ongoing or future proceedings for any purpose whatsoever, and shall not be the subject or basis of any claims by any Party against any other Party. If any Party withdraws from this Agreement pursuant to the terms of this paragraph, then all Parties shall be returned to their respective positions immediately prior to execution of the Agreement. The Parties do not have the right to withdraw from, or otherwise terminate, the Agreement for any reason other than the reason identified in this paragraph, except for reasons that cannot be waived under the law. Section XIII shall survive termination of the Agreement.

Dated: July 23, 2021

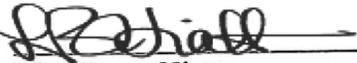
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SO ORDERED: 
Edgardo Ramos, U.S.D.J
Dated: 7/23/2021
New York, New York

SCHEDULE A

**Fields et al. v. Russ et al.
1:19-cv-11368 (ER)**

Jessie Fields – Defendants have issued retroactive rent credits in the amount of \$2,160, and, within 30 days from the Court’s approval of the Agreement, Defendants shall issue an additional credit for \$214, which collectively covers the period September 1, 2018 through August 31, 2019. Ms. Fields discontinues any and all claims for additional retroactive rent credits for the period/s referenced in this paragraph, with prejudice, effective on, and contingent upon, the date that Defendants issue Ms. Fields’ credits in full.

Lookman Sulaimon - Defendants have issued retroactive rent credits in the amount of \$15,906 covering the period January 1, 2018 through August 31, 2020. Mr. Sulaimon discontinues any and all claims for additional retroactive rent credits for the period/s referenced in this paragraph, with prejudice.

Patricia Johnson - Defendants have issued retroactive rent credits in the amount of \$7,097.50, and, within 30 days from the Court’s approval of the Agreement, Defendants shall issue an additional credit for \$1,138.50, which collectively covers the period September 1, 2018 through June 30, 2020. Ms. Johnson discontinues any and all claims for additional retroactive rent credits for the period/s referenced in this paragraph, with prejudice, effective on, and contingent upon, the date that Defendants issue Ms. Johnson’s credits in full.

Felicia Noel - Defendants have issued retroactive rent credits in the amount of \$906, and, within 30 days from the Court’s approval of the Agreement, Defendants shall issue an additional credit for \$702, which collectively covers the period November 1, 2018 through January 31, 2020. Ms. Noel discontinues any and all claims for additional retroactive rent credits for the period/s referenced in this paragraph, with prejudice, effective on, and contingent upon, the date that Defendants issue Ms. Noel’s credits in full.

Francisco Nieves - Defendants have issued retroactive rent credits in the amount of \$4,709, and, within 30 days from the Court’s approval of the Agreement, Defendants shall issue an additional credit for \$250, which collectively covers the period August 1, 2017 through December 31, 2020. Mr. Nieves discontinues any and all claims for additional retroactive rent credits for the period/s referenced in this paragraph, with prejudice, effective on, and contingent upon, the date that Defendants issue Mr. Nieves’ credits in full.

Lakysa Allen - Defendants have issued retroactive rent credits in the amount of \$209, and, within 30 days from the Court’s approval of the Agreement, Defendants shall issue an additional credit for \$2,976, which collectively covers the period May 1, 2018 through December 31, 2019. Ms. Allen discontinues any and all claims for additional retroactive rent credits for the period/s referenced in this paragraph, with prejudice, effective on, and contingent upon, the date that Defendants issue Ms. Allen’s credits in full.

Yolanda Thomas - Defendants have issued retroactive rent credits in the amount of \$979, covering the period March 1, 2019 through September 30, 2019. Ms. Thomas discontinues any and all claims for additional retroactive rent credits for the period/s referenced in this paragraph, with prejudice.

Yvonne Lane - Defendants have issued retroactive rent credits in the amount of \$3,865, covering the period July 1, 2018 through April 30, 2019. Ms. Lane discontinues any and all claims for additional retroactive rent credits for the period/s referenced in this paragraph.

Cheri Roach - Defendants have issued retroactive rent credits in the amount of \$2,555, covering the period August 1, 2018 through December 31, 2018. Ms. Roach hereby preserves any and all claims to date against Defendants related to additional retroactive rent credits due, and Defendants preserve any and all defenses thereto. Such claims are hereby severed from this case and may be pursued by Ms. Roach on any fora. Any statute of limitations applicable to any such severed claims shall be deemed to have paused from the filing of the Complaint through the Court's approval of this Agreement.

David Bell - Defendants have issued retroactive rent credits in the amount of \$6,273, covering the period April 1, 2016 through July 31, 2020. Mr. Bell discontinues any and all claims for additional retroactive rent credits for the period/s referenced in this paragraph, with prejudice.

Rose Middleton - Defendants have issued \$0 retroactive rent credits to Ms. Middleton. Ms. Middleton hereby preserves any and all claims to date against Defendants related to additional retroactive rent credits due, and Defendants preserve any and all defenses thereto. Such claims are hereby severed from this case and may be pursued by Ms. Middleton in the appropriate forum. Any statute of limitations applicable to any such severed claims shall be deemed to have paused from the filing of the Complaint through the Court's approval of this Agreement.

Thania Acosta – Defendants have agreed to issue to Ms. Acosta a rent credit for \$5,371, covering the period February 1, 2020 through January 31, 2021, upon Ms. Acosta submitting a “Public Housing Request for Interim Change Removal of Household Member” documenting the vacatur of two former members of her household. Defendants shall issue said credit within 30 days of Ms. Acosta submitting the required form and supporting documents, if any. Ms. Acosta hereby preserves any and all claims to date against Defendants related to additional retroactive rent credits due, and Defendants preserve any and all defenses thereto. Such claims are hereby severed from this case and may be pursued by Ms. Acosta in the appropriate forum. Any statute of limitations applicable to any such severed claims shall be deemed to have paused from the filing of the Complaint through the Court's approval of this Agreement.