IN THE UNITED STATES COURT OF APPEALS

FOR THE FIFTH CIRCUIT

No. 94-50791

Summary Calendar

VELERK MARSHALL and
LUCINDA CARUTHER,

Plaintiffs-Appellees,

versus

HOUSING AUTHORITY OF THE
CITY OF TAYLOR and
INA SANDERS in her official
capacity as Director of the
Housing Authority of the
City of Taylor,

Defendants-Appellants.

Appeal from the United States District Court
for the Western District of Texas
(A 91 CV 856)

March 29, 1995
( )

Before GARWOOD, HIGGINBOTHAM, and DAVIS, Circuit Judges.

PER CURIAM:*

Appellants Velerk Marshall and Lucinda Caruther seek review of a decision by the magistrate judge denying their motion for

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*Local Rule 47.5 provides: "The publication of opinions that have no precedential value and merely decide particular cases on the basis of well-settled principles of law imposes needless expense on the public and burdens on the legal profession." Pursuant to that Rule, the Court has determined that this opinion should not be published.

attorney's fees. We find no error in the decision below and accordingly affirm.

I.

In 1991, Marshall and Caruther filed this § 1983 action to challenge the policy of the Housing Authority of the City of Taylor which denied placement on the waiting list and admission to unemancipated minors with children. Specifically, they alleged that the Housing Authority (1) violated federal statutory eligibility requirements for public housing; (2) violated federal regulations prohibiting categorical exclusions from public housing; (3) violated federal regulations requiring consideration of individual circumstances; and (4) violated federal regulations requiring written tenant selection policies. For these violations, Marshall and Caruther sought monetary, declaratory, and injunctive relief.

The parties, proceeding before a magistrate judge, filed motions for summary judgment. The magistrate judge granted the Housing Authority's motion, finding that its policy of refusing to lease to unemancipated minors did not violate federal law. The magistrate judge, however, did find that federal regulations required the Housing Authority to reduce its policy to writing. Based on this limited victory, Marshall and Caruther filed a motion for attorney's fees. The magistrate judge rejected their request, finding, inter alia, that

> Plaintiffs had not prevailed on a significant issue in the litigation which had materially altered the Defendant's policy regarding the non-acceptance of unemancipated minors; i.e., there had not been a change in the legal relationship between the Plaintiffs and the Defendant because the Defendant had notified the Plaintiffs of the policy (although said policy was then unwritten) at the time of their application for housing.

Marshall and Caruther bring this appeal challenging the magistrate judge's denial of attorney's fees.

II.

Prevailing parties in civil rights actions may, in the court's discretion, recover reasonable attorney's fees. 42 U.S.C. § 1988. In Farrar v. Hobby, 113 S. Ct. 566, 573 (1992), the Court held that "a plaintiff 'prevails' when actual relief on the merits of his claim materially alters the legal relationship between the parties by modifying the defendant's behavior in a way that directly benefits the plaintiff." Even if a plaintiff meets the prevailing party test, a court may still "award low fees or no fees" so long as that award is reasonable given the circumstances of the case. Id. at 575.

The magistrate judge did not err in concluding that its order to reduce the Housing Authority's policy to writing did not materially alter the legal relationship of the parties. The magistrate judge rejected Marshall and Caruther's claims that the policy violated federal law. Moreover, prior to this litigation, it was the Housing Authority's regular practice to inform unemancipated minors that they could not lease public housing without the removal of their legal disabilities. Marshall and

Caruther both were informed of this policy. In sum, the court's holding that the Housing Authority must reduce its policy to writing did not materially alter the legal relationship between the parties. Accordingly, the decision of the magistrate judge denying attorney's fees is AFFIRMED.