

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

DELORES TAYLOR and LATISHA  
WILLIAMS<sup>1</sup>,

Plaintiffs,

v.

THE HOUSING AUTHORITY OF THE  
CITY OF ATLANTA, GEORGIA and  
RENEE GLOVER, in her official capacity  
as CEO of the Housing Authority of the City  
of Atlanta, Georgia,

Defendants.

CIVIL ACTION NO.  
1:05-cv-2335-JTC

**DEFENDANTS' MEMORANDUM OF LAW IN OPPOSITION  
TO PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION**

COME NOW, Defendants The Housing Authority of the City of Atlanta, Georgia (“AHA”) and Renee Glover (collectively, “Defendants”) and file Defendants’ Memorandum of Law in Opposition to Plaintiffs’ Motion for Preliminary Injunction, stating as follows:

**I. INTRODUCTION**

Plaintiffs Delores Taylor and Latishia Williams (collectively, “Plaintiffs”) have requested that this Court issue injunctive relief requiring AHA to grant

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<sup>1</sup> Upon information and belief, Plaintiff’s correct legal name is Latishia Williams.

tenant-based housing choice vouchers to the Plaintiffs despite their failure to meet certain eligibility requirements. Under Plaintiffs' erroneous interpretation of the law, Plaintiffs contend that, irrespective of their past criminal behavior, they automatically are entitled to receive "enhanced" vouchers from AHA as a result of a housing conversion action, which effectively terminated their residency at Landrum Arms Apartments. Incredibly, Plaintiffs also contend that AHA is required to issue such vouchers without AHA being allowed to screen the Plaintiffs' criminal history.

Plaintiffs' contentions, however, are misplaced. Indeed, because the housing conversion action was the result of an enforcement action by the Department of Housing and Urban Development ("HUD"), Plaintiffs are not eligible for "enhanced" vouchers, but rather are potentially eligible for regular housing choice vouchers. In addition, Plaintiffs do not have an automatic entitlement to the vouchers. Instead, as expressly authorized by HUD, AHA is permitted to properly screen potentially eligible applicants before administering the tenant-based assistance. Because Plaintiffs did not meet AHA's eligibility requirements for tenant-based housing vouchers, they were properly denied housing choice vouchers in this case.

## II. STATEMENT OF FACTS

### A. The Statutory and Regulatory Framework of Section 8 Housing.<sup>2</sup>

#### 1. Tenant-Based Assistance and Project-Based Assistance

The Section 8 voucher program is part of a larger Congressionally enacted housing assistance program designed to aid lower-income individuals in securing affordable housing. Section 8 housing assistance programs fall into two general categories: (1) tenant-based assistance; and (2) project-based assistance.

Tenant-based assistance is rental assistance that is not attached to a structure or particular rental unit. Under a tenant-based assistance program, tenants are given rental assistance “vouchers” and then find landlords willing to accept them. The vouchers are portable and tenants may move to different rental units owned by landlords willing to accept the vouchers. See 42 U.S.C. § 1437f(a)-(g).

By contrast, project-based assistance is linked to specific apartments at a multi-family community. Unlike tenant-based assistance, project-based assistance does not travel with a tenant. If the tenant moves, the project-based assistance is lost. Id.

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<sup>2</sup> “Section 8” refers to Section 8 of the United States Housing Act of 1937, as amended by the Housing and Community Development Act of 1974. The Section 8 program provides low-income tenants with a subsidy towards rent of a participant unit, requiring the tenants themselves to pay no more than 30% of their adjusted income, with the balance of the established rent paid by the federal government under a program administered by local housing authorities such as AHA. See 42 U.S.C. § 1437f.

**2. When Project-Based Housing Is Terminated, HUD Provides Either Enhanced Or Regular Tenant-Based Vouchers To Be Administered By Local Housing Authorities.**

In certain situations when project-based housing is terminated by some action of the property owner or HUD (“Housing Conversion Actions”), HUD provides tenant-based rental assistance to aid eligible families. See HUD Notice PIH 2001-41, at 1 (issued November 14, 2001). There are four types of Housing Conversion Actions whereby HUD may provide tenant-based vouchers: (1) the Property Owner decides to opt-out or not renew a Section 8 project-based contract (“project-based opt-outs”); (2) the Property Owner prepays the mortgage or voluntarily terminates the mortgage insurance of a preservation eligible property (“preservation payments”); (3) HUD sells the property at a foreclosure sale or related transaction (“HUD property disposition activities”); and (4) HUD terminates or decides not to renew a Section 8 project-based housing assistance payments (“HAP”) contract (“HUD enforcement actions”). Id. at 3-4; see also OFFICE OF MULTIFAMILY HOUS., DEP’T OF HOUS. & URBAN DEV., SECTION 8 RENEWAL POLICY, GUIDANCE FOR THE RENEWAL OF PROJECT-BASED SECTION 8 CONTRACTS, Ch. 11 at § 11-1(C), *available at* <http://www.hud.gov/offices/hsg/mfh/exp/guide/s8renew.pdf> (last visited October 10, 2005) [hereinafter SECTION 8 RENEWAL POLICY].

Depending on the type of Housing Conversion Action, eligible families may receive either regular voucher assistance or enhanced voucher assistance. Generally, enhanced vouchers are issued to eligible participants after a project-based opt-out or a preservation payment, and regular vouchers are issued to eligible participants after a HUD property disposition or a HUD enforcement action. See HUD Notice PIH 2001-41, at 3-5 (issued November 14, 2001); SECTION 8 RENEWAL POLICY, Ch. 11 at § 11-2(B)(1).

There is a reason for this distinction. When an owner leaves a HUD program, usually by a project-based opt-out or a preservation payment, the owner's obligation to maintain the low rents or accept the project-based assistance at the property ends. As a result, many tenants living in the building are now unable to pay the new (market) rent without a government subsidy. In response to this problem, Congress created "enhanced" vouchers.

### **3. Enhanced And Regular Vouchers**

Enhanced vouchers differ from regular vouchers in two ways: (1) enhanced vouchers may exceed the public housing authority's payment standard, allowing payment of any rent determined "reasonable" by the housing authority; and (2) tenants have the right to remain in their unit after conversion to market rents, thus creating an obligation on the new owner to accept the vouchers. So long as the

rent remains reasonable, the tenant's portion of the rent will not increase. If the tenant elects to move, however, the voucher loses its enhancements and becomes a regular housing choice voucher. See National Housing Law Project Housing Preservation, Enhanced Vouchers, <http://nhlp.org/html/pres/vouchers/index.htm> (last visited October 10, 2005); SECTION 8 RENEWAL POLICY, Ch. 11 at § 11-1(B)(3). Therefore, enhanced vouchers are designed to allow a family to remain at the property that they currently reside after a Housing Conversion Action without experiencing an increase in their rental obligation.

**B. Landrum Arms Apartments**

Until recently, HUD provided a subsidy to the residents of Landrum Arms Apartments pursuant to a project-based HAP contract. After failing a HUD health and safety inspection, however, HUD terminated its HAP contract with Landrum Arms Apartments and appointed AHA to administer tenant-based vouchers to eligible residents of Landrum Arms Apartments.

In administering the tenant-based vouchers, AHA screened all potentially eligible families to ensure that they did not pose a threat to the health, safety and welfare of others. AHA screened the families under the same policy it uses for screening regular admissions of families from its waiting list for the Housing Choice Voucher Program. This screening included a review of the applicant's

criminal background.

As a result of this screening, AHA determined that the Plaintiffs did not meet the standard eligibility requirements due to their past criminal records involving violent or drug-related offenses. Specifically, Plaintiff Latishia Williams was denied eligibility based on her multiple convictions of aggravated assault and battery. Plaintiff Delores Taylor was denied eligibility based on her conviction and subsequent four year imprisonment for a crime relating to cocaine as well as a conviction for carrying a concealed weapon.

### **III. ARGUMENT AND CITATION OF AUTHORITY**

#### **A. The Preliminary Injunction Standard**

In order to obtain a preliminary injunction, Plaintiffs must demonstrate four things: (1) a likelihood of success on the ultimate merits of the case; (2) that the injunction will save the Plaintiffs from irreparable injury; (3) that the potential harm to the Plaintiffs from issuance of the injunction outweighs the likely harm to the Defendants; and (4) that issuance of the injunction will serve the public interest. See Haitian Refugee Center, Inc. v. Nelson, 872 F.2d 1555 (11th Cir. 1989), *aff'd*, 111 S.Ct. 888 (1991). In this case, Plaintiffs have not, and cannot, satisfy all of the elements required for a preliminary injunction. Accordingly, Plaintiffs' Motion should be denied.

**B. Plaintiffs Are Not Likely To Succeed On The Merits Of The Underlying Claim In This Action.**

Although Plaintiffs state that they do not wish to remain at Landrum Arms Apartments, and therefore have no need for enhanced vouchers, they nonetheless argue that this Court should rely on statutory sections relating to the issuance of enhanced vouchers to find in their favor. See Plaintiffs' TRO Brief, p. 9, n3. Plaintiffs, however, have failed to point to any relevant statutes, federal regulations or HUD policies that require the *automatic* issuance of enhanced tenant-based vouchers (or regular tenant-based vouchers) when a HUD enforcement action results in the termination of a Section 8 project-based contract. Moreover, Plaintiffs misapply various statutes and federal regulations relating to enhanced vouchers – these statutes and regulations do not govern the circumstances of this case.

**1. The Vouchers At Issue In This Case Are Not Enhanced Vouchers Because The Vouchers Were Issued After A HUD Enforcement Action And The Plaintiffs Are Not Attempting To Remain Residents At Landrum Arms Apartments.**

As previously stated, HUD terminated its project-based HAP contract with Landrum Arms Apartments after the property failed a HUD quality and safety inspection. As a result of this HUD enforcement action, all residents of Landrum Arms Apartments lost their project-based housing assistance and were potentially



*eligible* to receive *regular* tenant-based vouchers administered by AHA – not enhanced vouchers.

Indeed, according to HUD’s own guidelines, after HUD enforcement actions, “eligible families are **usually assisted with regular vouchers in these circumstances** because families must move to receive housing choice voucher assistance. Units subject to an enforcement action are usually not in decent, safe, and sanitary condition.” See HUD Notice PIH 2001-41, at 4 (emphasis added); see also Jeanty v. Shore Terrace Realty Association, No. 03 Civ. 8669, 2004 WL 1794496, at 4 (S.D.N.Y. Aug. 10, 2004) (citing PIH 2001-41 as a HUD interpretation of 42 U.S.C. § 1437(f) and noting that the Court would defer to HUD’s reasonable interpretation of the statute). As further explained by HUD:

[I]n most circumstances where HUD terminates a Section 8 project-based contract (or does not permit the owner to renew an expiring Section 8 project-based contract), eligible families assisted under the terminating contract will not be able to remain at the property and receive tenant-based assistance.... Where HUD is terminating the contract due to physical deficiencies at the property, there is little or no likelihood that the units will meet the housing quality standards of the housing choice voucher program.

HUD Notice PIH 2001-41, at 24. In addition:

[T]here may be a *few occasions* when the families will be able to remain at the project with tenant-based assistance after termination of the project-based contract. For instance, if the property is in good physical condition or the owner decides to turn the property over to new ownership, it may be possible for the eligible families assisted

under the terminating contract to receive housing choice voucher assistance at the property. These families would be eligible for enhanced vouchers as the result of the Section 8 project-based contract termination....

*Again, it is emphasized that **regular housing choice vouchers** are usually applicable in the case of a HUD enforcement action.*

Id. at 25 (emphasis added); see also SECTION 8 RENEWAL POLICY, Ch. 11 at § 11-2(B)(1) (“Regular housing choice vouchers will normally be provided [after HUD enforcement actions] to assist eligible families affected by the enforcement action because property condition or other issues will not allow residents to remain in the property.”).

Here, HUD terminated its project-based contract at Landrum Arms Apartments through an enforcement action, and there is no contention that Plaintiffs seek to remain at the project with tenant-based assistance. In fact, Plaintiffs readily admit that they are not requesting to be allowed to stay at Landrum Arms Apartments. See Plaintiffs’ TRO Brief, p. 9, n3. As a result, in this case, Plaintiffs were potentially eligible to receive regular vouchers – not “enhanced” vouchers.

Nonetheless, Plaintiffs claim that they are entitled to receive enhanced vouchers pursuant to 42 U.S.C. § 1437f(t), which addresses events that may trigger the issuance of enhanced voucher assistance. This contention is not legally

supported – 42 U.S.C. § 1437f(t) does not *mandate* the issuance of *enhanced* vouchers whenever a contract for rental assistance is terminated under Section 8. Instead, the Code section merely indicates that certain events may trigger the issuance of enhanced vouchers. HUD PIH 2001-41 and HUD Section 8 Renewal Policy further clarify this Code section by providing explanations of the Housing Conversion Actions which actually trigger enhanced vouchers. As previously discussed, while some events involving the “termination or expiration of the [project-based] contract for rental assistance under Section 8” may trigger the issuance of enhanced vouchers, see 42 U.S.C. § 1437f(t)(2), a termination of the project-based contract as a result of a HUD enforcement action, which is the situation here, does not trigger the issuance of enhanced vouchers. See HUD Notice PIH 2001-41, at 4; SECTION 8 RENEWAL POLICY, Ch. 11 at § 11-2(B)(1).

Plaintiffs also claim that “Section 524(d) is the triggering statute” that provides for the automatic issuance of enhanced vouchers to Plaintiffs. Plaintiffs’ reliance on Section 524(d), however, is entirely misplaced.<sup>3</sup> Indeed, as its title signifies, Section 524 deals exclusively with the renewal of expiring project-based

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<sup>3</sup> In granting the temporary restraining order, the Superior Court erroneously relied on Section 524(d) for the proposition that “when a contract for Section 8 project-based assistance is not renewed, ‘upon the date of expiration of such contract the Secretary **shall make enhanced voucher assistance under [42 U.S.C. § 1437f(t)] available** on behalf of each low-income family who, upon the date of such expiration, is residing in an assisted dwelling unit in the covered project.’” See Order Granting Temporary Restraining Order, p. 3 (emphasis original).

Section 8 contracts and, more specifically, project-based opt-outs.<sup>4</sup> See Section 524, Multifamily Assisted Housing Reform and Affordability Act of 1997 (codified at 42 U.S.C. § 1437f). Section 524 simply does not apply when a project-based contract is terminated because of HUD enforcement actions. Accordingly, any reference by Plaintiffs to Section 524(d) for support that the Plaintiffs are entitled to receive enhanced vouchers is inapposite.

**2. Regardless Of Whether Vouchers Are Classified As “Enhanced” Or “Regular,” AHA Is Entitled To Screen Its Applicants To Ensure Their Compliance With Standard Criteria For Admission Into The AHA Housing Choice Voucher Program.**

Irrespective of the classification of vouchers as “enhanced” or “regular,” AHA is entitled to screen its applicants. Indeed, HUD guidelines specifically provide:

PHA<sup>5</sup> screening of families. By agreeing to administer the special admission tenant-based assistance, the *PHA is not relinquishing its authority to screen potentially eligible families or deny assistance for any grounds allowed by §982.552 and §982.553 [criminal history screening]*. The screening of families and decisions to deny admission to the program must be the same as the PHA policy for screening regular admissions of families from the PHA waiting list.

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<sup>4</sup> Section 524(d) provides for enhanced voucher assistance in the event a contract for project-based assistance under Section 8 is not renewed. This type of event is a project-based opt-out. As described above, a project-based opt out is one of the grounds for the issuance of enhanced vouchers. Unlike HUD enforcement actions, project-based opt outs do not necessarily indicate that the residence is unsuitable for habitation.

<sup>5</sup> PHA stands for Public Housing Agency.

See HUD Notice PIH 2001-41, at 6 (emphasis added). Furthermore, HUD's Section 8 Renewal Policy provides:

Some of the eligibility and admissions standards for PIH [Public and Indian Housing] programs differ from those of project-based Section 8 programs. In some cases, a tenant may be denied assistance under the tenant-based assistance program.... The PHA will ***recertify and screen potentially eligible families and may deny them access to the tenant-based assistance program*** based on the grounds outlined in Regulations (Section 982.552 and 982.553).

SECTION 8 RENEWAL POLICY, Ch. 11 at § 11-3(C)(1) (emphasis added).

Plaintiffs' reliance on 24 C.F.R. § 982.203(a) as support for the proposition that they are automatically entitled to vouchers without any screening mechanism is simply wrong.<sup>6</sup> 24 C.F.R. § 982.203(a) provides that if HUD awards a PHA program funding that is targeted for families living in specified units: (1) the PHA must use the assistance for the families living in these units; and (2) the PHA may admit a family that is not on the PHA waiting list, or without considering the family's waiting list position. 24 C.F.R. §982.203 (2005).

AHA is in accord with this statute. Indeed, AHA does not dispute that it must first issue the tenant-based vouchers it received from HUD to *eligible* families living at Landrum Arms Apartments. 24 C.F.R. § 982.203(a), however,

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<sup>6</sup> In its Brief, Plaintiffs contend that they are entitled to "enhanced" vouchers under 24 C.F.R. § 982.203(a). 24 C.F.R. § 982.203(a), however, does not distinguish between enhanced and regular vouchers. For the reasons previously discussed *infra*, Plaintiffs are not entitled to enhanced vouchers.

does not require that AHA give all residents of Landrum Arms Apartments automatic vouchers without any ability for AHA to screen the applicants. In fact, such is not the case.

AHA is entitled to screen its applicants, and, to the extent additional vouchers remain after the issuance to all *eligible* families who resided at Landrum Arms Apartments, AHA is entitled to assist families on the Housing Choice waiting list. According to HUD:

All housing choice vouchers (enhanced or non-enhanced) provided in connection with a Housing conversion action are special admission vouchers. Special admission vouchers differ from regular vouchers in that the assistance is provided by HUD with a specific family in mind. The PHA must first use the allocation to assist the families targeted for assistance. The PHA does not consider whether the family is on the housing choice voucher waiting list or the family's position on the housing choice voucher waiting list.

When HUD provides vouchers to a PHA as the result of a Housing conversion action, HUD will offer housing choice voucher funding on a one-for-one replacement basis to make up for the loss of the affordable housing units in the community, subject to availability of appropriations. For example, if an owner is opting-out of a 100 unit Section 8 project-based contract, the Department will offer funding for 100 vouchers to the administering PHA. The PHA will use the assistance to assist the eligible families affected by the [the Housing Conversion Action]. *Any additional vouchers under this allocation (for example, unused vouchers resulting from vacant units under the expiring project-based contract or units occupied by ineligible families) may be used by the PHA to assist families on the PHA waiting list.*

HUD Notice PIH 2001-41, at 9-10 (emphasis added).

Clearly, as specifically contemplated by HUD, and in contrast to the position argued by Plaintiffs, vouchers are not “guaranteed” if there is a Housing Conversion Action. Instead, AHA is permitted to screen its applicants before making its determination of whether families are eligible and whether AHA will accept these families into its program.

**3. AHA Properly Denied Vouchers To The Plaintiffs Based On AHA’s Administrative Plan.**

AHA “may deny admission to Applicants or terminate housing subsidy assistance of Participants if they or any family member are or have been engaged in criminal activity that could reasonably be expected to indicate a threat to the health, safety or welfare of others.” See AHA Administrative Plan, Part XI, Article Two, Paragraph 1. In this case, AHA was entitled to deny vouchers to the Plaintiffs because they had been previously convicted of violent or drug-related offenses. Pursuant to AHA’s Administrative Plan:

Applicants may be denied admission and Participants may be subject to termination of housing subsidy benefits if any member of the household have ever been convicted of, arrested or under an outstanding warrant for, or reasonably believed to be engaged in any Violent or Drug-Related offenses.

The following offenses are a few examples of Violent or Drug-Related Offenses:

- (a) Homicide, Murder, Voluntary Manslaughter
- (b) Rape, Sexual Battery, other Aggravated Sex-Related Crimes

- (c) Child Molestation, Child Sexual Exploitation
- (d) **Felony Drug Charges**
- (e) Kidnapping, False Imprisonment
- (f) Terrorism
- (g) Arson
- (h) Possessing, Transporting or Receiving Explosives or Destructive Devices with the Intent to Kill, Injure, Intimidate, or Destroy
- (i) **Assault and Battery**
- (j) Misdemeanor Drug Charges
- (k) Trafficking, Distribution, Manufacture, Sale, Use or Possession of Illegal Firearms
- (l) Stalking
- (m) “Carjacking”
- (n) Robbery
- (o) Hate Crimes
- (p) Criminal Damage to Property Endangering Life, Health and Safety
- (q) Aiding and Abetting in the Commission of a Crime Involving Violence
- (r) Other Violent or Drug-Related Offenses that may Pose a Threat to Public Health and Safety.

See AHA Administrative Plan, Part XI, Article Two, Paragraph 3.

The high-lighted examples listed in the Administrative Plan specifically note crimes of which the Plaintiffs were convicted. Furthermore, under 24 C.F.R. §982.553, AHA may prohibit an applicant’s admission into the program if AHA determines that the participant has engaged in drug-related or violent criminal activity. Taking into account the seriousness of the crimes for which the Plaintiffs were convicted, AHA was justified in denying them tenant-based vouchers.



**1. Latishia Williams**

Over the past fifteen years, Latishia Williams has been convicted of aggravated assault three times, and convicted of battery twice. Aggravated assault and battery are violent offenses specifically listed under AHA's Administrative Plan which subjects applicants to denial of admission. See AHA Administrative Plan, Part XI, Article Two, Paragraph 3. AHA's guiding principle is to provide quality affordable housing in its role as a leader in the community, providing for safe environments for seniors, families, and persons with disabilities. See AHA Administrative Plan, Preamble. Admitting an applicant with a violent criminal history is not consistent with this principle. Plaintiff Williams is a threat to the health, safety and welfare of the community.

**2. Delores Taylor**

Delores Taylor also has a history of criminal behavior that renders her unfit to receive tenant-based vouchers. She has been convicted of weapons charges and for a violation of the Controlled Substance Act, for which she served 4 years in prison. Drug-related offenses are specifically addressed in AHA's Administrative Plan, see AHA Administrative Plan, Part XI, Article Two, Paragraph 3, and Delores Taylor's felony conviction on drug-related charges is clearly a crime for which AHA excludes applicants from its program. Like applicants with violent

offense convictions, those applicants with drug-related convictions threaten AHA's principles. Plaintiff Taylor is a clear threat to the health, safety and welfare of the community.

**C. The Potential Harm To Plaintiffs Does Not Outweigh The Likely Harm To AHA.**

In order to obtain preliminary relief, Plaintiffs must show that granting a preliminary injunction will not result in greater harm to Defendants. Plaintiffs cannot satisfy this burden.

Indeed, if this Court grants Plaintiffs' Motion for Preliminary Injunction, AHA will no longer have the right to screen eligible applicants before administering the tenant-based assistance. As a result, applicants who pose a clear threat to the health, safety and welfare of the community will be automatically issued tenant-based vouchers and move into communities which are unaware of this risk. In such an event, AHA may incur significant legal liability to landlords and neighbors as a consequence of this result. Clearly, the potential harm to Defendants outweighs the individual harm that may result to Plaintiffs.

**D. The Issuance Of An Injunction In This Case Will Not Serve The Public Interest.**

Finally, it is without doubt that granting preliminary injunctive relief in this case is not in the public interest. As it currently stands, in administering the tenant-

based vouchers, AHA screens all potentially eligible families to ensure that they do not pose a threat to the health, safety and welfare of others. In administering these vouchers, AHA is able to provide “quality affordable housing in its role as a leader in community building initiatives that create vibrant and safe environments for seniors, families, and persons with disabilities.” See AHA Administrative Plan, Preamble. On occasions when AHA determines that a family does not meet AHA’s eligibility requirements for tenant-based housing vouchers, AHA will use the tenant-base voucher to assist a qualified family on its waiting list for the Housing Choice Voucher Program.

In the event that this Court strips AHA of its right to screen potential applicants who are eligible to receive tenant-based vouchers as the result of a HUD enforcement action, AHA, in all likelihood, will no longer be willing to accept and administer tenant-based vouchers. As a consequence, HUD would be required to find another housing authority that would be willing to administer the vouchers without any ability to screen the applicants or many families who formerly were receiving project-based assistance would become homeless. Clearly, the public interests would not be served by granting Plaintiffs’ Motion for Preliminary Injunction.

#### IV. CONCLUSION

For the reasons set forth herein, Defendants respectfully request that this Court deny Plaintiffs' Motion for Preliminary Injunction.

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I hereby certify that on the 11<sup>th</sup> day of October, 2005, I electronically filed **DEFENDANTS' MEMORANDUM OF LAW IN OPPOSITION TO PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION** with the Clerk of Court using the CM/ECF system which will automatically send email notification of such filing to the following attorney of record:

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