Fulton County Superior Court
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IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

CHELSEA PROPCO TIC I, LLC, and CHELSEA PROPCO TIC II, LLC,	)	
Plaintiffs,	)	
v.	)	CIVIL ACTION FILE
CITY OF COLLEGE PARK, GEORGIA, TRACIE ARNOLD, and JOE CARN,	)	NO. 26CV014435
Defendants.	)	

COMPLAINT FOR DAMAGES

COME NOW the Plaintiffs Chelsea Propco TIC I, LLC and Chelsea Propco TIC II, LLC (together, the "Chelsea Entities" or "Plaintiffs") and file this Complaint for Damages against Defendants City of College Park, Georgia (the "City"), Tracie Arnold and Joe Carn, showing the Court as follows:

1.

The Chelsea Entities are Delaware limited liability companies that are registered and authorized to transact business in the State of Georgia.

2.

Defendant City of College Park, Georgia is a municipal corporation organized and existing under the laws of the State of Georgia and located in Fulton County, Georgia. The City may be served with process by delivering a copy of the summons and

complaint to its Mayor or City Manager under O.C.G.A. § 9-11-4(e)(5).

3.

Defendant Tracie Arnold is, and at all times relevant to this action was, a member of the City Council of the City of College Park. Defendant Arnold is sued in her individual capacity. She resides in Fulton County, Georgia, may be served with process at her residence, 1535 Princeton Avenue, Atlanta, Georgia 30337-2933, and is subject to the jurisdiction of this Court.

4.

Defendant Joe Carn is, and at all times relevant to this action was, a member of the City Council of the City of College Park. Defendant Carn is sued in his individual capacity. He resides in Fulton County, Georgia, may be served with process at his residence, 3748 Herschel Road, Atlanta, Georgia 30337-2309, and is subject to the jurisdiction of this Court.

5.

This Court has subject matter jurisdiction over this action. Venue is proper in this Court as to the City because the City is located in Fulton County, Georgia, and as to Defendants Arnold and Carn because each resides in Fulton County, Georgia. Ga. Const. art. VI, § II, ¶ VI. Plaintiffs' claims against the City are brought under 42 U.S.C. § 1983 and Monell v. Dep't of Soc. Servs.,

436 U.S. 658 (1978). Plaintiffs' claims against Defendants Arnold and Carn are brought under the laws of the State of Georgia.

6.

This action is related to Chelsea Propco TIC I, LLC v. Silver, Civil Action File No. 25CV017444, pending in this Court, in which Plaintiffs assert claims against Jerry Silver and Emmanuel Adediran arising from the same transactions and occurrences alleged herein. Pursuant to Uniform Superior Court Rule 3.2, Plaintiffs give notice of that related action and will move to consolidate this action with it.

FACTUAL BACKGROUND

7.

Jerry Silver ("Silver") was employed as a code enforcement supervisor for the City of College Park from December 2023 through May 20, 2025.

8.

In that capacity, Silver managed other code enforcement officers, conducted inspections of residential and business properties, and issued warnings and/or citations for alleged violations of the City of College Park's code.

9.

Emmanuel Adediran ("Adediran") was the city manager of the City of College Park from January 2024 through May, 2025.

10.

In that capacity, Adediran was the chief administrative officer for the city and charged with the duty to manage all city functions and employees, including the management of code enforcement and Silver.

11.

At all times relevant to this action, Defendants Arnold and Carn were members of the City Council of the City of College Park (the "City Council"). As members of the City Council, Defendants Arnold and Carn exercised authority and influence over the City's code enforcement, inspection, permitting and certificate of occupancy functions, and over the City's city manager, who serves at the pleasure of the City Council.

12.

In February 2022, the Chelsea Entities purchased a multi-family property consisting of 474 apartment units located at 2135 Godby Road, College Park, Georgia and formerly known as the Chelsea Gardens Apartments (the "Property").

13.

When Plaintiffs purchased the Property, the Property was only around 60% occupied and required significant investment in improvements to the Property to increase occupancy.

14.

The Chelsea Entities therefore invested over $4,000,000 to renovate the interior and exterior of the Property.

15.

Throughout this process, the Chelsea Entities maintained a great working relationship with the City of College Park (the "City") and were frequently commended by the City for their efforts to improve the Property. As a result of that significant investment, the Property had an occupancy rate of approximately 90% by March, 2024.

16.

As a result of Plaintiffs' efforts, the Property increased significantly in value. A third-party appraisal conducted by the Chelsea Entities' lender in March 2024 showed that the Property's value had increased to over $55,100,000, which was $10,100,000 more than what it appraised at in 2022 when Plaintiffs bought the Property.

17.

Indeed, the Property increased dramatically in value during each year it was owned by Plaintiffs due to their efforts. In March 2022 it appraised at $44,200,000 and in March 2023 it appraised at $53,800,000. This demonstrated that the work Plaintiffs did on the Property increased its value even while the general market was declining.

18.

In addition, an engineering inspection also conducted by Plaintiffs' lender in the spring of 2024 revealed that the Property was in great shape (getting an overall rating of 2 of 5 where a rating of 1 is the highest). The report also found little to no material code violations or other issues. Any minor issues revealed by the engineering report were quickly corrected.

19.

Plaintiffs' great working relationship with the City ceased in the spring of 2024, largely due to a corrupt conspiracy orchestrated by Defendants, along with other employees and officials of the City, and others, to destroy Plaintiffs and steal the Property from them for their own pecuniary benefit.

20.

It began with code inspections. The City's code requires vacant apartments to be inspected before they can be released to a new tenant. College Park Code of Ordinances § 5-103(b)(1). Where an inspection reveals work necessary to meet the code's minimum standards, the code provides that the owner may submit a plan to the chief building official and obtain an extension of up to one year to complete the repairs. Nothing in the code authorizes the City to require an owner to deposit funds in a City-controlled escrow account or to use City-selected "preferred vendors." The co-conspirators employed this requirement to the benefit of their

scheme to ruin the Property.

21.

At that time, the City, mainly through its building inspectors, such as Silver, intentionally delayed or simply stopped inspecting units or issuing COs before they could be occupied by a new tenant.

22.

The Defendants and their co-conspirators oftentimes would use another tactic to delay or halt the leasing of units. An inspector, such as Silver or one acting at the direction of the Defendants and their co-conspirators, would inspect a vacant unit, find issues and, after those issues were corrected, find new and different issues during a second inspection conducted months later.

23.

As a result of this nefarious plot, the Chelsea Entities could not lease vacant apartments and occupancy numbers declined swiftly.

24.

The Defendants and their co-conspirators also selectively enforced the inspection rule for vacant apartments. This tactic was employed only against targeted properties, such as the Chelsea

Entities' Property. Other vacant apartments in other complexes in the City owned by friends, partners or relatives of City employees and officials were not required to undergo inspections before being leased.

25.

In the fall of 2024, the Defendants and their co-conspirators raised their corrupt plot to a new level.

26.

On October 15, 2024, in a further effort to destroy the Property and shake down the Plaintiffs, Silver delivered a target warning notice letter for the Property listing the exact same boilerplate violations for every one of the 44 buildings on the Property.

27.

It is improbable for every building on the Property to have the exact same generic violations. Further, a mere six months before this letter was sent, an engineering inspection of the Property, complete with photographs and other evidence, rated it in great condition with little to no issues.

28.

This warning letter was unlawful, false and issued in furtherance of the conspiracy to take the Property from Plaintiffs for the benefit of co-conspirators. It also follows the same

pattern of misconduct and abuse employed by Defendants and their co-conspirators against other properties in the City as detailed in a subsequent lawsuit Silver filed against the City in September, 2025.

29.

The warning letter makes false assertions in many ways. A few of the most egregious ones are as follows:

(1) The letter states that each one of the potential 250 plus violations was documented. Defendants never provided any documentation establishing the referenced violations despite Plaintiffs' repeated requests for such evidence. The reason for this is that there is no such documentation;

(2) The letter references violations for buildings on the Property that do not exist. There is no Building No. 26, No. 35 or No. 39, yet the letter purports to find significant violations for these nonexistent buildings;

(3) The letter warns Plaintiffs for violations for a swimming pool that does not exist on the Property, and has not existed for decades; and

(4) The list of violations includes the replacement of all roofs. All roofs on the Property were replaced in 2017, roofs have a life expectancy of at least 20 years and the

2024 engineering inspection report found no issues with any of the roofs.

30.

When Plaintiffs' representatives attempted to meet with the City and work through the alleged "life safety" violations raised by Silver, the shakedown continued.

31.

When Plaintiffs met with the City and Defendants, they were subject to a shake down. They were told that to resolve the purported code violations, they would need to deposit $3,000,000 in an escrow account controlled by the City and use one of the City's three preferred vendors to fix the alleged violations. Plaintiffs then asked about who the preferred vendors were and were told none were available at that time. This was all calculated to make it virtually impossible for Plaintiffs to comply with Defendants' unreasonable and unlawful demands regarding the Property.

32.

In the meantime, the Defendants and their co-conspirators refused to allow Plaintiffs to lease any vacant units until all the purported phantom violations were repaired.

33.

This unreasonable position exacerbated the Chelsea Entities' problems insofar as trespassing squatters began taking over vacant

units. The Chelsea Entities proposed moving courtesy police officers into vacant units at their own cost (meaning free rent) on the Property to combat squatting.

34.

The Defendants and their co-conspirators unreasonably refused to allow Plaintiffs to address illegal squatters and likewise failed to address it themselves. The Property's sudden decline, caused solely by the Defendants' and their co-conspirators' perfidy, continued.

35.

In an attempt to recoup their investment in the Property, and given the Defendants' record of unlawful activity and complete lack of good faith in attempting to work with them, the Chelsea Entities attempted to sell the Property.

36.

When the Chelsea Entities were finally able to find a buyer, the Defendants scared it off. Specifically, in a meeting with the potential buyers, Silver advised the potential buyers that there were so many issues with the Property that they should not buy it. Other City officials and employees made derogatory remarks about Plaintiffs as well in front of the prospective buyers.

37.

As a result of this meeting and Defendants' false statements about the Plaintiffs and the Property, the buyer refused to purchase the Property.

38.

As a direct and proximate result of a criminal conspiracy between the Defendants and various employees and officials of the City to destroy the Property's income and Plaintiffs' business, the Chelsea Entities were no longer able to service the debt on the Property. Consequently, the loan went into default.

39.

In February 2025, the Property was foreclosed by Plaintiffs' lender for the highest bid of $40,137,000. This amount is $14,963,000 less than the appraised value of the Property in March, 2024, which is just before the Defendants and their co-conspirators began their campaign to destroy the Plaintiffs and the Property's value through illicit and illegal means.

40.

This illegal scheme continued even after the Chelsea Entities lost the Property through foreclosure.

41.

In April 2025, Adediran, with the knowledge and consent of Silver and to benefit their co-conspirators, including the

Property's new manager, condemned Chelsea Gardens after the new owners shut off the Property's water supply. He then illegally ordered all residents to vacate the premises within thirty days. This was done so that the new owners could hire other co-conspirators to renovate the Property without having to worry about code issues.

42.

Lindell Miller, the city manager of College Park who succeeded Adediran and was subsequently fired by the city council on November 17, 2025, has publicly stated that she was asked by members of the city council to participate in illegal activity in violation of the City's code of ordinances regulating the Property.

43.

Ms. Miller specifically states that Adediran, at the behest of council members, condemned the Chelsea Gardens apartments and illegally removed all current residents.

44.

Ms. Miller has stated that when the new owners of Chelsea Gardens failed to obtain building permits for phase 1 and phase 2 renovations in violation of the City's code, she placed a stop work order on Chelsea Gardens.

45.

Thereafter, Ms. Miller publicly stated that members of the city council instructed Ms. Miller to waive the permitting

requirement and the permit fees so work could be performed on the condemned buildings at Chelsea Gardens in violation of the City's code.

46.

This selective enforcement of the City's code was part of a corrupt scheme to reward friends of officials and employees of the City while at the same time shaking down other property owners, like Plaintiffs, who members of the co-conspiracy did not like or sought to take advantage of.

47.

When Ms. Miller refused to participate in this illegal scheme to violate city rules and policies, she was fired by the City's council.

48.

But there is more. In September 2025, Silver filed a lawsuit against the City of College Park following the termination of his employment with the City. In that lawsuit, styled Silver v. City of College Park, Superior Court of Fulton County, Civil Action File No. 25CV012724 (the "Silver Lawsuit"), Silver alleges that he was wrongfully terminated by the City.

49.

In the Silver Lawsuit, Silver alleges that beginning in January 2024, he was required to go on monthly "ride-alongs" with a city councilman. During these "ride-alongs," Silver asserts, the

councilman would point out which properties he wanted Silver to cite for code violations, even if the properties were in compliance with the Code.

50.

In the lawsuit, Silver avers that the councilman would identify properties that Silver was to leave alone because they were owned or occupied by the councilman's friends, even if the properties were in violation of the City's code.

51.

Silver admits that he issued fake code violations for certain properties where he admits that he found little to no evidence of significant code violations at the behest of a councilman.

52.

In the Silver Lawsuit, Silver also admits that he failed to issue citations for properties that were owned by friends of the councilman.

53.

The actions taken against the Plaintiffs follow the same pattern of illicit activity as detailed in the Silver Lawsuit. Defendants, at the behest of their co-conspirators, issued fake Code violations for the Property, failed and refused to inspect the Property or issue COs for new tenants and otherwise acted unlawfully and with malice against the Plaintiffs to deprive them of their Property.

54.

Defendants Arnold and Carn were active participants in this scheme. On January 30, 2024, the City's Director and Chief Building Official, Marcus Robinson, directed City staff in writing, copying Adediran and Defendant Carn, not to issue any business licenses, permits or certificates of occupancy to any multifamily complex without his personal approval.

55.

Defendants Arnold and Carn were kept informed of, and associated with, the City's multifamily enforcement program from its inception. On February 22, 2024, the Chief Building Official announced night inspections of the City's multifamily properties to the code enforcement staff, copying all members of the City Council, including Defendants Arnold and Carn. On February 26, 2024, he circulated a "nuisance apartments" list of multifamily complexes, including the Property, to the code enforcement staff with the instruction "Team stay vigilant," copying Adediran and Defendant Carn.

56.

On February 29, 2024, the Chief Building Official sent the notes of the City's "Multifamily Task Force" meeting to Adediran, Silver and Defendants Arnold and Carn. The notes identified the Property as one of the complexes for which the City was "[i]n discussion with our Legal Counsel for Nuisance Abatement Options,"

and the materials attached a January 23, 2024 warning notice to another apartment complex that, like the October 15, 2024 letter later issued to Plaintiffs, recited the identical list of violations for every building in the complex.

57.

On October 7, 2024, Silver, copying Adediran, directed City personnel in writing that a list of complexes, including the Property, was "not authorized to move in any new tenants," and warned that "[t]his list will grow."

58.

On October 23, 2024, Plaintiffs' counsel met with City officials, including the City Attorney, who asked about the Property being under contract for sale. Plaintiffs had in fact contracted to sell the Property to PUSH Ministry, Inc., which was prepared to address the conditions cited by the City.

59.

The City then used its code enforcement powers to dictate the terms of that sale. On November 6, 2024, the City, through its attorneys, refused Plaintiffs' request to place courtesy officers at the Property to address squatters, and wrote that "[u]nless the point of the discussion is that the new owner is willing to relay some funds of the purchase price into an escrow account for the City to repair all issues cited in Mr. Silver's report, I don't

see how any meeting will bear fruit," threatening that otherwise "the City will be forced to begin issuing fines."

60.

On November 11, 2024, Silver wrote to Plaintiffs' counsel that unless "they were putting up monies to make the repairs," "a meeting is not necessary, nor do I want to me[et] with the potential buyer. Please do not schedule or send a request for a meeting." The same day, the City's attorneys wrote that unless Plaintiffs and the buyer agreed to "the escrow option," "I will have Mr. Silver proceed with the fines," adding that Plaintiffs "would probably be opposed to the idea as that would typically mean less money in the deal for them."

61.

On November 20, 2024, the City's attorneys wrote that "[t]he City wants to be clear that it is only interested in discussing the potential of putting all necessary funding to repair / fix the violations into an escrow account for the City," that "[t]he escrow account will have strict conditions and strict deadlines," and that "Jerry Silver will provide your client / Push Ministries with an approved list of about 3 contractors for you to choose from." On November 21, 2024, the City's attorneys wrote that "[t]he City . . . will need finality on an execution of the escrow agreement . . . by the end of December or early January."

62.

The Property is located in Ward 3, which Defendant Arnold represents on the City Council.

63.

Defendant Carn has publicly described the City's enforcement program against multifamily properties in his own words. At the City Council's May 19, 2025 meeting, he stated that "a lot of our multifamily communities are substandard," that "we've been enforcing those ordinances," that owners understood "either they were going to close up shop or invest millions of dollars," that properties along the corridor would have to "fix it up or close it up," and that "[w]e're going to continue with the multifamily task force."

64.

Defendant Arnold was also involved in the City's escrow demand before the foreclosure. On November 21, 2024, she was copied on the exchange among the City's attorneys, Adediran, Silver, Councilwoman Jamelle McKenzie and Plaintiffs' counsel concerning the escrow demand and the scheduling of the City's December 2024 meeting "to discuss the escrow option." Upon information and belief, Defendants Arnold and Carn directed, encouraged and coordinated the enforcement actions taken against the Property described herein, and communicated with Silver, Adediran and

others regarding those actions, before the February 2025 foreclosure.

65.

Upon information and belief, Defendants Arnold and Carn were orchestrating the closure of the Property long before the February 2025 foreclosure. The Property lies in Ward 3, which Defendant Arnold represents, and, as alleged below, the members of the City Council exercise de facto control over the City's code enforcement and related actions affecting properties within their own wards, with the deference of their colleagues. Defendant Carn has described his own role in the City's campaign against multifamily properties, under which their owners would "fix it up or close it up." Both Defendants received the January and February 2024 directives and Multifamily Task Force materials identifying the Property for "Nuisance Abatement Options," and Defendant Arnold received the City's November 2024 escrow demand. Upon information and belief, beginning no later than early 2024, Defendants Arnold and Carn directed, encouraged and approved the City's refusal to inspect and certify vacant units at the Property, the October 7, 2024 no-leasing directive, the fabricated October 15, 2024 warning letter and the escrow demand, with the objective of forcing the Property out of Plaintiffs' hands and closing it for redevelopment by owners favored by City officials. The specific communications

by which they did so are peculiarly within Defendants' knowledge and possession.

66.

Other property owners with ties to City officials were spared. As Silver has himself alleged in Silver v. City of College Park, in February 2024 Silver issued a warning notice to Elite at City View, an apartment complex at 4001 Lakemont Drive in the City, because approximately 25% of its units were out of compliance with the City's code, and Elite agreed not to lease units to new tenants until the older units were repaired. When Elite leased to new tenants anyway, Councilman Roderick Gay told Elite's owners that they did not have to comply and authorized them to lease units before the repairs were completed, because he was close friends with Elite's head of maintenance. Likewise, in April 2024, after Silver issued a stop work order to Green Springs Apartments, 2615 Roosevelt Highway, for unpermitted electrical and plumbing work, Councilman Gay told Silver that the owners were his friends and declared that they would suffer no consequences.

67.

Following the February 2025 foreclosure, the Property passed into the hands of new owners aligned with Contour Development and its principal, Pete Dedvukaj (collectively, "Contour"). Contour filed a demolition application for the Property on March 19, 2025, and further permit applications for the Property on March 27, 2025,

within weeks of the foreclosure. Upon information and belief, the planning necessary to prepare those applications was undertaken before the foreclosure, while Plaintiffs still owned the Property.

68.

Upon information and belief, Contour or persons affiliated with it made contributions to Defendant Arnold's campaign for City Council.

69.

On or about April 16, 2025, Defendants Arnold and Carn, together with Adediran, met with the Property's new owner and property manager. In Silver's own written words the following day, at that meeting "[t]he decision was made" to condemn the Property. The City condemned the Property effective April 17, 2025 and announced that it would cut off the Property's power and water on April 30, 2025. On April 30, 2025, Contour submitted applications to rehabilitate seven buildings at the Property, and the City later approved them.

70.

The next morning, April 17, 2025, Defendant Arnold's legislative assistant sent Silver, with a copy to Defendant Arnold, the "action plans discussed in last night's meeting." For the Property, the plan called for "14 days to move out after condemnation as of 4/17," for the "Developer to come [up] with a PR plan to get ahead of the negative news," for a "[r]endering of

the prospective upgrades/renovations," and for a "[s]ign with that design displayed on the property." The same plan directed "30 days to gather documentation & proof of unlivable conditions and code violations" at another apartment complex, the Langston, at 2301 Godby Road.

71.

The "PR plan" followed within days. On April 22, 2025, the day the City issued its written condemnation notice to the Property's residents, Bill Crane, a public relations consultant who cited his "long-standing relationship with the City of College Park" and who was working with Defendant Arnold's office on the Property, sent Contour's property manager a draft "Statement from New Owners of Chelsea Garden Apartments," to be used "in the event the Condemnation Order does not come through in time," with a blind copy to Adediran. On April 30, 2025, at Defendant Arnold's request, the City's Communications Director sent Defendant Arnold and Mr. Crane Contour's architectural renderings for "the new Chelsea Gardens."

72.

On April 22, 2025, Councilman Gay wrote to the City Attorney, the City Manager and the Mayor and Council that he had "just received this NOTICE that you, the City Manager, Joe Carn and Tracey Arnold was in agreement to issue a Ce[a]se and De[si]st on

the apartments on Godby RD," and objected that "[t]hese type of unilateral decisions are improper."

73.

Contour thereafter communicated directly with Defendants Arnold and Carn regarding the Property, including through their personal e-mail accounts, and referred in those communications to "our last meeting."

74.

Between July 23, 2025 and August 26, 2025, the City issued renovation permits to Contour for at least eight buildings at the Property.

75.

On November 10, 2025, the City's then-city manager, Lindell Miller, caused a stop work order to be served on Mr. Dedvukaj for unpermitted work at the Property. Days later, on or about Friday, November 14, 2025, Defendants Carn and Arnold came, unannounced, to Ms. Miller's office and asked her to waive the permit fees for Chelsea Gardens and Contour, telling her that Adediran "had an arrangement with the owner that the fees would be waived." Ms. Miller refused after the City Attorney advised her that the permit fees were required. Ms. Miller has testified to this under oath.

76.

At the next City Council meeting, on Monday, November 17, 2025, Defendant Carn moved, without notice on the agenda, to

terminate Ms. Miller's contract. Defendant Arnold seconded the motion, and the motion carried with Defendants Carn and Arnold voting in favor. At the same meeting, Councilman Gay, who voted against the motion, stated publicly that the city manager had been removed for "standing up against the slumlord because he won't pull permits." The next day, November 18, 2025, the City issued Contour's outstanding plumbing permits.

77.

Earlier on November 17, 2025 (the same day she seconded the motion to fire Ms. Mille) Defendant Arnold, joined by her colleagues on the City Council, attended a ribbon cutting for the Property, renamed "the Ivy," which she described at that evening's meeting as a "beautifully redeveloped apartment complex at 2135 Godby Road," expressing her appreciation for "the support and collaboration from . . . the business partners, the bankers, and our collective leadership in making this vision a reality."

78.

Defendant Arnold's relationship with Contour has continued. In April 2026, she appeared as a featured speaker alongside Mr. Dedvukaj, Contour's Chief Executive Officer, at an event held at the Property, now known as "the Ivy."

COUNT I: VIOLATIONS OF O.C.G.A. § 36-33-4

79.

Plaintiffs reallege and reincorporate by reference the allegations contained in paragraphs 1 through 78 of this Complaint as if fully restated herein.

80.

O.C.G.A. § 36-33-4 provides that "[m]embers of the council and other officers of a municipal corporation shall be personally liable to one who sustains special damages as the result of any official act of such officers if done oppressively, maliciously, corruptly, or without authority of law."

81.

By virtue of the foregoing, Defendants Arnold and Carn, acting in their official capacities as members of the City Council and in concert with Silver, Adediran and their other co-conspirators, acted oppressively, maliciously, corruptly, with actual malice, with the actual intent to cause injury and without authority of law by directing, procuring and participating in the citation of Plaintiffs for fake violations of the City's code, the refusal to inspect vacant units at the Property and to issue certificates of occupancy, and the other acts described herein, and otherwise maliciously acting in concert to injure the Plaintiffs and deprive them of the Property in violation of O.C.G.A. § 36-33-4.

82.

Defendants Arnold and Carn are not entitled to official immunity because they acted with actual malice and with the actual intent to cause injury in the performance of their official functions. Ga. Const. art. I, § II, ¶ IX(d).

83.

As a proximate result of Defendants' conduct, Plaintiffs have suffered a special injury insofar as Defendants' malfeasance directly and proximately caused Plaintiffs to default on their loan and lose the Property through a foreclosure action.

WHEREFORE Plaintiffs demand judgment against Defendants Arnold and Carn, jointly and severally, for violations of O.C.G.A. § 36-33-4 in an amount not less than $14,963,000, which represents the difference in the value of the Property as appraised and for what it sold for at the foreclosure sale following Defendants' tortious acts, plus all costs of this action and such other and further relief as this Court deems just and proper.

COUNT II: VIOLATIONS OF GEORGIA'S RICO ACT AND CONSPIRACY TO VIOLATE SAME

84.

Plaintiffs reallege and reincorporate by reference the allegations contained in paragraphs 1 through 78 of this Complaint as if fully restated herein.

85.

This claim arises from violations of Georgia's Racketeer Influenced and Corrupt Organizations Act ("RICO Act").

86.

By virtue of the foregoing, Defendants Arnold and Carn, along with Silver, Adediran and their other co-conspirators, violated the RICO Act, by other acts and omissions, using and abusing their powers as officials, employees and officers of the City by falsely citing countless businesses and individuals, including the Plaintiffs, for City code violations, failing to cite other businesses and individuals who were friends, relatives or business associates of the Defendants and their co-conspirators for violations of the City code, falsely attempting to shake down Plaintiffs and others to enrich themselves and their co-conspirators by using and abusing their powers, intentionally violating O.C.G.A. § 36-33-4 and otherwise engaging in countless incidents of racketeering activity in violation of the RICO Act.

87.

Specifically, Defendants' predicate offenses enumerated in O.C.G.A. § 16-14-3(5)(A) include, but are not limited to, attempted bribery in violation of O.C.G.A. § 16-10-2, making false statements and writings in violation of O.C.G.A. § 16-10-20, extortion, and any conduct defined as racketeering activity under 18 U.S.C. §

1961, including mail and wire fraud. O.C.G.A. § 16-14-3(5)(A)(xxi, xxii); O.C.G.A. § 16-14-3(5)(B); O.C.G.A. § 16-14-3(5)(C).

88.

Through this pattern of racketeering activity or proceeds derived therefrom, Defendants and their co-conspirators acquired or maintained, directly or indirectly, an interest in, and control of, Plaintiffs' Property.

89.

Defendants' and their co-conspirators' violations of the RICO Act have proximately caused damage to the Plaintiffs insofar as these violations caused the Property to precipitously decline in value and ultimately was lost by the Plaintiffs as a direct result of Defendants' and their co-conspirators' unlawful predicate acts that were targeted towards the Plaintiffs.

WHEREFORE, Plaintiffs demand judgment against Defendants Arnold and Carn on their claims for violations of Georgia's RICO statute and conspiracy to violate same, jointly and severally, in an amount not less than three times the actual damages sustained by Plaintiffs, attorney's fees and expenses in the trial and appellate courts and all other relief afforded by O.C.G.A. § 16-14-6(c), plus all costs of this action and such other and further relief as this Court deems just and proper.

COUNT III: FRAUD AND CONSPIRACY TO DEFRAUD

90.

Plaintiffs reallege and reincorporate by reference the allegations contained in paragraphs 1 through 78 of this Complaint as if fully restated herein.

91.

Defendants Arnold and Carn, together with Silver, Adediran and others, were engaged in a fraudulent conspiracy to harm the Plaintiffs by rendering the Property worthless. Defendants and their co-conspirators carried through with this scheme by maliciously abusing their positions as employees, officials and officers of the City to the detriment of the Plaintiffs.

92.

Among other fraudulent misrepresentations made by the Defendants, and their co-conspirators acting in concert and as part of a conspiracy, were those alleging hundreds of code violations on the Property, even for buildings and structures that did not exist. These misrepresentations of material fact were made to, and or came to the knowledge of, employees and officials of the City, to Plaintiffs' potential buyers and to Plaintiffs' lenders.

93.

Defendants' and their co-conspirators' representations of material fact regarding code violations on the Property were false

and were made with the intent to harm and deceive Plaintiffs and others. They were, in fact, relied upon by numerous parties, including the City and its employees and officials to deny Plaintiffs' certificates of occupancy for vacant rental units on the Property. They were also relied upon by potential purchasers of the Property who ultimately decided not to buy the Property based upon these misrepresentations. As such, this reliance was detrimental to the Plaintiffs insofar as they could not release vacant units, they could not sell the Property to pay off their lender, and directly resulted in such a precipitous decline in the Property's revenue that Plaintiffs' lender foreclosed it.

94.

Plaintiffs suffered damages as a direct and proximate result of Defendants' fraud and conspiracy to defraud the Plaintiffs.

WHEREFORE, Plaintiffs demand judgment against Defendants Arnold and Carn on their conspiracy to defraud claim, jointly and severally, in an amount not less than $14,963,000, plus all costs of this action and such other and further relief as this Court deems just and proper.

COUNT IV: TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS

95.

Plaintiffs reallege and reincorporate by reference the allegations contained in paragraphs 1 through 78 of this Complaint as if fully restated herein.

96.

By virtue of the foregoing, including but not limited to Defendants' false, improper and wrongful communications with a potential purchaser of the Property and false statements made regarding the condition of the Property and alleged code violations regarding the Property, Defendants acted improperly, wrongfully and without privilege.

97.

In doing so, Defendants Arnold and Carn, acting in concert with Silver, Adediran and their other co-conspirators, tortiously interfered with Plaintiffs' business relationship or potential business relationship with new tenants, the City, their lenders and potential buyers of the Property.

98.

Defendants' conduct was done purposely and with malicious intent to injure the Plaintiffs and prevent them from selling the Property to a potential buyer as well as to prevent them from releasing vacant units to new tenants.

99.

By virtue of that intentional and malicious conduct, Defendants induced and caused a potential buyer of the Property to fail to enter into an anticipated business relationship with the Plaintiffs to purchase the Property.

100.

This tortious conduct also caused the City and its employees and officials to refuse to issue certificates of occupancy for vacant units. As a result, occupancy rates plummeted and revenue from the Property fell dramatically. This decline in revenue ultimately caused a loan default and foreclosure.

101.

The Defendants' tortious conduct proximately caused damage to the Plaintiffs insofar as they could not sell the Property to a potential buyer and thereby pay off a loan that was secured by the Property.

102.

This conduct also caused a dramatic decline in occupancy rates because the City and its employees and officials refused to issue certificates of occupancy on vacant units based upon Defendants' misrepresentations and tortious conduct. As a result of Defendants' conduct, the Property was lost through a foreclosure sale.

WHEREFORE, Plaintiffs demand judgment against Defendants Arnold and Carn on their tortious interference with business relations, jointly and severally, in an amount not less than $14,963,000, plus all costs of this action and such other and further relief as this Court deems just and proper.

COUNT V: ATTORNEY'S FEES PURSUANT TO O.C.G.A. § 13-6-11

103.

Plaintiffs reallege and reincorporate by reference the allegations contained in paragraphs 1 through 102 of this Complaint as if fully restated herein.

104.

By virtue of the foregoing, Defendants Arnold and Carn have acted in bad faith, have been stubbornly litigious or have caused Plaintiffs unnecessary trouble and expense so as to allow Plaintiffs to recover their reasonable expenses, including attorney's fees, incurred in bringing this action pursuant to O.C.G.A. § 13-6-11.

WHEREFORE, Plaintiffs demand judgment in their favor and against Defendants Arnold and Carn, jointly and severally, for Plaintiffs' reasonable attorney's fees and expenses pursuant to O.C.G.A. § 13-6-11 in an amount to be shown with specificity at trial, plus all costs of this action, and such other and further relief as this Court deems just and proper.

COUNT VI: PUNITIVE DAMAGES

105.

Plaintiffs restate and incorporate by reference paragraphs 1 through 102 of this Complaint as if fully restated herein.

106.

Defendants' intentional and malicious acts in committing the torts of fraud and conspiracy to defraud, tortious interference with prospective business relations, violations of Georgia's RICO statute and other acts and omissions, all of which will be established with specificity at the trial of this case, constitute willful misconduct done with the specific intent to cause harm so as to authorize an award of punitive damages against them in an amount in excess of $250,000.

107.

Accordingly, Plaintiffs seek punitive damages in an amount to be determined by the enlightened conscience of a fair and impartial jury to punish, penalize and deter Defendants Arnold and Carn from such wrongful conduct in the future.

WHEREFORE, Plaintiffs demand judgment in their favor and against Defendants Arnold and Carn, jointly and severally, for punitive damages in an amount to be determined by the enlightened conscience of the jury, and grant such other and further relief as this Court deems just and proper.

COUNT VII: VIOLATION OF 42 U.S.C. § 1983 BY DEFENDANT CITY OF COLLEGE PARK

108.

Plaintiffs reallege and reincorporate by reference the allegations contained in paragraphs 1 through 78 of this Complaint as if fully restated herein.

109.

This Count is brought by Plaintiffs against Defendant City of College Park pursuant to 42 U.S.C. § 1983 and Monell v. Dep't. Soc. Servs., 436 U.S. 658 (1978), for the deprivation, under color of state law, of Plaintiffs' rights secured by the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the United States Constitution.

110.

At all relevant times, Silver, Adediran, Defendants Arnold and Carn, the other members of the City's council and the other employees and officials of the City described herein acted under color of state law, including under color of the City's charter, ordinances, code and code enforcement powers.

111.

At all relevant times, Plaintiffs held constitutionally protected property interests, including their ownership of the Property, their right to lease vacant and code-compliant units to tenants, their entitlement under the City's code to timely and

good-faith inspections of vacant units and to certificates of occupancy for units satisfying the City's objective code criteria, College Park Code of Ordinances § 5-103(b)(1), and their right to market and sell the Property.

112.

The City, acting through its final policymakers and pursuant to the official policies, practices and customs described herein, intentionally treated Plaintiffs differently from other similarly situated owners of multi-family residential properties in the City that were prima facie identical to Plaintiffs in all relevant respects, in that they owned multi-family apartment complexes located within the City, subject to the same provisions of the City's code, the same vacant-unit inspection and certificate of occupancy requirements, and the same code enforcement personnel, including Silver, during the same time period.

113.

Specifically, and as alleged above, other apartment complexes in the City that were owned by friends, partners or relatives of City employees and officials were permitted to lease vacant units without the inspections required of Plaintiffs, were not cited for their actual, observable violations of the City's code, and were not subjected to fabricated warning letters, escrow demands or "preferred vendor" requirements of the kind imposed upon Plaintiffs. By contrast, on October 7, 2024, Silver — copying

Adediran — directed City personnel in writing that a list of disfavored complexes, including the Property, was "not authorized to move in any new tenants," and warned that "[t]his list will grow." No legitimate characteristic of the disfavored properties or their owners — age, size, condition, compliance history or otherwise — distinguished them from the favored properties or their owners; the distinguishing feature was the owners' personal and financial relationships with City officials. Among others, Elite at City View, an apartment complex at 4001 Lakemont Drive, and Green Springs Apartments, 2615 Roosevelt Highway — both subject to the same code, the same code enforcement personnel and the same period — were relieved by a member of the City Council of the very restrictions and consequences imposed on Plaintiffs, as alleged above.

114.

The City's treatment of the Property itself after the foreclosure confirms the improper basis for its treatment of Plaintiffs. Once the Property passed out of Plaintiffs' hands at the February, 2025 foreclosure and into the hands of new owners aligned with Contour Development and its principal, Pete Dedvukaj — owners favored by City officials — the City reversed its treatment of the very same buildings. Whereas Plaintiffs had been cited for hundreds of fabricated code violations, denied inspections and certificates of occupancy, told to escrow

$3,000,000 and directed to use nonexistent "preferred vendors," the City accepted demolition applications for the Property from the favored new ownership as early as March, 2025 — weeks before the City condemned the Property — and then issued renovation permits to Contour Development for at least eight buildings at the Property between July 23, 2025 and August 26, 2025. And when the City's then city manager, Lindell Miller, caused a stop work order to be served on Mr. Dedvukaj on November 10, 2025 for unpermitted work at the Property, the city council fired Ms. Miller seven days later, on November 17, 2025, and the City issued the favored owners' outstanding plumbing permits the very next day, November 18, 2025. Members of the city council, including Defendants Carn and Arnold, also instructed Ms. Miller to waive the City's permitting requirements and permit fees for the benefit of the favored new owners. The same buildings, with the same purported conditions, the same code, and the same City suddenly received opposite treatment.

115.

There was no rational basis for this differential treatment. The City's treatment of Plaintiffs was intentional, arbitrary, irrational and motivated by ill will, animus and the corrupt scheme described herein, in violation of Plaintiffs' right to the equal protection of the laws. Village of Willowbrook v. Olech, 528 U.S. 562 (2000).

116.

The City likewise deprived Plaintiffs of their protected property interests without due process of law. Among other things: on January 30, 2024, the City's Director and Chief Building Official, Marcus Robinson — copying Adediran and Defendant Carn — directed City staff in writing not to issue any business licenses, permits or certificates of occupancy to any multifamily complex without his personal approval; the City thereafter refused to inspect vacant units at the Property or to issue certificates of occupancy, without any lawful basis or explanation; the City issued the October 15, 2024 warning letter asserting hundreds of fabricated and undocumented "life safety" violations, including for buildings and a swimming pool that do not exist; refused Plaintiffs' repeated requests for the documentation purportedly supporting those violations; conditioned any resolution upon an arbitrary demand that Plaintiffs deposit $3,000,000 into a City-controlled escrow account and use "preferred vendors" that did not exist; and refused to allow Plaintiffs to lease vacant units, including by the October 7, 2024 written directive that the Property was "not authorized to move in any new tenants" — all without notice of any legitimate factual basis, without evidence, without a hearing and without any meaningful opportunity to be heard.

117.

These deprivations were not random or unauthorized acts of rogue employees. They were effected pursuant to express written directives and the deliberate decisions and established practices of the City's final policymakers, including the January 30, 2024 written directive suspending multifamily business licenses, permits and certificates of occupancy and the October 7, 2024 written no-leasing directive described above. Because the deprivations were worked by the City's own policies and policymakers, the Constitution required the City to afford Plaintiffs notice and an opportunity to be heard before depriving Plaintiffs of their property interests, and the City provided none: no provision of the City's code afforded Plaintiffs any administrative appeal, hearing or other mechanism to contest the refusal to inspect, the refusal to issue certificates of occupancy, the fabricated violations asserted in the October 15, 2024 warning letter or the $3,000,000 escrow demand, and the City refused Plaintiffs' repeated requests for the purported supporting documentation and for any process whatsoever.

118.

Nor was any adequate or meaningful post-deprivation process available to Plaintiffs. The very officials who controlled the City's inspection, citation, permitting and enforcement processes, including Silver, Adediran and members of the city council, were

the same officials orchestrating and benefitting from the scheme described herein, so any nominally available administrative recourse ran to the architects of the scheme and was corrupted, futile and inadequate. No after-the-fact state remedy could have provided meaningful relief in any event: the City's escalating refusals and fabrications destroyed the Property's rental income and sale prospects on a timetable that culminated in the February, 2025 foreclosure, before any post-deprivation remedy could have restored the certificates of occupancy, the lost tenants or the lost sale.

119.

Under Georgia law and the City's charter, the City operates under a council-manager form of government in which the mayor and council are the City's governing body and constitute the City's final policymaking authority with respect to, among other things, the City's code, the City's code enforcement and permitting policies and practices, and the employment of the City's city manager, who is appointed by and serves at the pleasure of the council.

120.

The City's final policymakers personally directed, authorized, participated in and ratified the unconstitutional conduct described herein. Among other things: beginning in or about 2024, Councilman Roderick Gay conducted "ride-alongs" with Silver,

the City's code enforcement supervisor, and directed Silver to issue baseless code citations against disfavored properties and property owners, as Silver has himself alleged in his own court filings in the Silver Lawsuit; Defendant Carn was copied on the January 30, 2024 written directive suspending multifamily business licenses, permits and certificates of occupancy; on or about April 16, 2025, Adediran and Defendants Carn and Arnold met with the Property's new owner and property manager, at which meeting — in Silver's own written words the following day — "[t]he decision was made" to condemn the Property; members of the city council (including Defendants Carn and Arnold) asked city manager Lindell Miller to waive the City's permitting requirements and permit fees for the benefit of the Property's favored new owners; and on November 17, 2025, the city council, on the motion of Defendant Carn seconded by Defendant Arnold, voted to fire Ms. Miller days after she caused a stop work order to be issued against the favored new owners' unpermitted work at the Property, with the City issuing the favored owners' outstanding permits the following day.

121.

In addition, Adediran, as the City's city manager and chief administrative officer charged with the duty to manage all city functions and employees, including code enforcement and Silver, held and exercised final policymaking authority delegated to him by the City over the administration of code enforcement, and

personally directed and participated in the unconstitutional conduct described herein, including by participating in the April 16, 2025 meeting with the Property's new owner and property manager at which the decision was made to condemn the Property and by coordinating the City's enforcement actions with the favored new owners and their representatives.

122.

In addition, and in the alternative, the City has a well-settled custom, known to and acquiesced in by the City Council, under which (a) individual members of the City Council direct the City's code enforcement, inspection and permitting staff concerning properties within their own wards, and (b) as a matter of "ward courtesy," the City Council defers to the ward's Council member on matters affecting properties within that ward, including enforcement actions taken against them, without independent review by the Council as a body. This custom is reflected, among other things, in Councilman Gay's monthly "ride-alongs" with Silver, during which he directed which properties in his ward were to be cited and which were to be left alone; in the "action plans" issued by Defendant Arnold's office to Silver for the Property and for another Ward 3 apartment complex; in each Council member's control over the "community enhancement" funds of his or her ward, from which Defendant Arnold directed City funds to the relocation of the Property's residents; and in Councilman Gay's written

complaint that the decision to issue a cease and desist on the Property was made by Defendants Carn and Arnold with the City Manager and City Attorney, when "the entire organization should have provided consent regardless of what Ward." Upon information and belief, by virtue of this custom the City Council delegated to Defendant Arnold, and she exercised, the City's final authority over code enforcement and related matters affecting the Property, such that her decisions, and the actions taken at her direction, constitute the official policy of the City.

123.

In addition, and in the alternative, the selective, fabricated and extortionate code enforcement described herein constituted a persistent and widespread practice of the City, employed against Plaintiffs and other disfavored property owners continuously from at least January 30, 2024 through at least February 15, 2026, including through the City's "multifamily task force" described by Defendant Carn, that was so permanent and well settled as to constitute a custom and usage with the force of law. The City's governing body had actual and constructive knowledge of this custom and practice and failed to stop it, and instead approved, adopted and participated in it.

124.

The City further ratified the unconstitutional conduct described herein and the improper basis for it, including by

instructing Ms. Miller to waive permitting requirements and fees for the favored new owners; by firing Ms. Miller on November 17, 2025 after she enforced the City's code against those owners, and issuing their outstanding permits the next day; by reissuing the fabricated October 15, 2024 warning notice in a version marked "Revised February 15, 2026"; and by taking no corrective action with respect to the fabricated violations issued against Plaintiffs.

125.

The City's official policies, the decisions and directives of its final policymakers, and its customs, practices and ratifications described herein were the moving force behind the deprivations of Plaintiffs' constitutional rights, and the City acted intentionally and with deliberate indifference to those rights.

126.

As a direct and proximate result of the City's conduct, Plaintiffs were deprived of occupancy and rental income from the Property, were prevented from selling the Property, defaulted on their loan and lost the Property at a foreclosure sale for $14,963,000 less than its appraised value, together with their investment in the Property and other damages to be proven at trial.

127.

Plaintiffs are entitled to recover their compensatory damages from the City, together with their reasonable attorney's fees and expenses of litigation pursuant to 42 U.S.C. § 1988.

WHEREFORE, Plaintiffs demand judgment against Defendant City of College Park on their claims under 42 U.S.C. § 1983 in an amount not less than $14,963,000, plus Plaintiffs' reasonable attorney's fees and expenses of litigation pursuant to 42 U.S.C. § 1988, all costs of this action, and such other and further relief as this Court deems just and proper.

PLAINTIFFS DEMAND A TRIAL BY JURY ON ALL ISSUES SO TRIABLE.

This 15th day of October, 2026.

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