

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

ATLANTA DEVELOPMENT
AUTHORITY d/b/a INVEST
ATLANTA,

Petitioner-in-Certiorari,

v.

KATHLEEN A. WASCH, in her
official as Chair of the City of Atlanta
Board of Ethics,

Respondent-in-Certiorari,

and

THE CITY OF ATLANTA BOARD
OF ETHICS,

Defendant-in-Certiorari

Civil Action File No. 2017CV297296

**PETITION FOR WRIT OF CERTIORARI
AND COMPLAINT FOR DECLARATORY RELIEF**

COMES NOW, Petitioner-in-Certiorari Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta" or "Petitioner") and hereby submits this Petition for Writ of Certiorari pursuant to O.C.G.A. § 5-4-3. Petitioner hereby requests that the September 27, 2017, denial to reconsider and rescind Formal Advisory Opinion 2013-1 ("FAO 2013-1" or "Opinion") by the City of Atlanta Board of Ethics ("Board" or "Defendant") be reversed, that FAO 2013-1 be reconsidered and

rescinded, and that the Court find ATLANTA CODE § 2-816 does not apply to Invest Atlanta or its Agreement for the purchase of tickets at issue here.

INTRODUCTION

This appeal arises out of the Board's arbitrary and legally deficient denial of reconsideration and rescission of FAO 2013-1 (the "Original Opinion") (A true and correct copy of FAO 2013-1 is attached as **Exhibit A**). The Original Opinion claimed that a city ordinance – that, by its very terms, applies only to the City of Atlanta and not Invest Atlanta – prohibits Invest Atlanta from receiving as legal consideration seats at the new Mercedes-Benz Stadium as part of an over \$200 million Hotel/Motel tax bond transaction financed through Invest Atlanta on behalf of the City of Atlanta.

The genesis of the Original Opinion is as flawed as its reasoning. Although Atlanta's ordinances limit the Board's authority to issue advisory opinions to situations when a request has been made *in writing*, the Board issued the erroneous Original Opinion on November 1, 2013, based solely on an *oral* request. The Original Opinion addresses the ability of a quasi-independent City Authority, Invest Atlanta, to give ample consideration for event tickets to be used as tools to further its official economic development mission. The Original Opinion ignores a contract provision in the INVEST ATLANTA RIGHTS AND FUNDING AGREEMENT ("Agreement") between Invest Atlanta, the Georgia World Congress Center Authority, the Atlanta

Falcons Stadium Company, LLC, and Atlanta Falcons Football Club, LLC, thus depriving Invest Atlanta of a part of its consideration under that Agreement.

In FAO 2013-1, the Board misapplies the law, ignores the plain terms of the Agreement and disregards the "official duty" exception for Invest Atlanta, concluding that the tickets amounted to gratuities for Invest Atlanta employees in violation of ATLANTA CODE § 2-816.¹

On July 14, 2017, based on conversations with the City of Atlanta Ethics Officer, Invest Atlanta petitioned the Board to reconsider and rescind FAO 2013-1 on the basis that the Original Opinion was procedurally deficient and that the Board abused its discretion. The request was denied by the Board on September 27, 2017, citing substantially the same grounds as were misapplied in FAO 2013-1. This

¹ Upon request, Petitioners will submit a certified copy of the ordinance.
ATLANTA CODE § 2-816:

(a) No contract or lease with the city may require passes, tickets or gratuities to be given to officials or employees or permit reduced fees to be paid by officials or employees. The contracting party shall not provide gratuities or prerequisites to any official or employee in connection with execution of or performance under the contract or lease.

(b) No official, employee or person appointed to any board, corporation, commission or authority, including the mayor, the president of council, members of council, and judges of the municipal and traffic courts, shall knowingly accept any ticket of admission or other evidence of right of entry to any entertainment event, such as, but not limited to, musical concerts and dramatic productions, or to any athletic events, as a gift or for a value less than the price printed on the ticket, which would not be offered or given to such official or employee if such person were not an official or employee. For purposes of determining whether such ticket would be offered or given by reason of the official's or employee's position with the city, it shall be presumed that the offer of such ticket or right of entry from a member of the official's or employee's immediate family or from a business other than a public agency in which the official or employee, or a member of the official's or employee's immediate family, serves as an officer, director, stockholder, creditor, trustee, partner, or employee, is not made by virtue of that official's or employee's position. For purposes of determining whether such ticket would be offered or given by reason of the official's or employee's position with the city, it shall be presumed that any offer of such ticket or right of entry made by any prohibited source, but not limited to the Atlanta Fulton County Recreation Authority and any professional sports team located in the metro Atlanta area, is given by reason of such official's or employee's position with the city. As used in this section, "entertainment event" shall not include breakfasts, lunches, or dinners.

(1) Any official or employee who is performing an official duty at an entertainment event shall be exempt from this section with regard to that particular entertainment event.

petition is submitted in light of the Board's decision as the Petitioner has exhausted all administrative remedies. In support of this Petition for Writ of Certiorari, Petitioner shows the Court the following:

PARTIES, JURISDICTION AND VENUE

1.

Petitioner seeks review of the Board's refusal to reconsider and rescind FAO 2013-1 in light of the blatant misapplication of law, ignoring of facts, and the procedural deficiency of FAO 2013-1.

2.

Petitioner, Atlanta Development Authority d/b/a Invest Atlanta, is a public body corporate and politic pursuant to the Georgia Development Authorities Law, O.C.G.A. § 36-62-1 *et seq.*, with a principal place of business at 133 Peachtree Street NE, Suite 2900, Atlanta, Georgia, 30303. Invest Atlanta was activated by CITY OF ATLANTA RESOLUTION 97-R-0177, and is an aggrieved party with standing to file this action.

3.

Respondent-in-Certiorari, Kathleen A. Wasch, is the Chair of the City of Atlanta Board of Ethics and issued the denial of reconsideration and rescission of FAO 2013-1. Pursuant to O.C.G.A. § 5-4-6, the Respondent will be served within five days of the filing of this certiorari by Petitioner or its attorney.

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4.

Defendant-in-Certiorari the City of Atlanta Board of Ethics is an administrative body and subdivision of the City of Atlanta created by ATLANTA CODE § 2-804 that is charged with prescribing rules and regulations as well as issuing advisory opinions on the Atlanta Code of Ethics. The Board issued FAO 2013-1 as well as the denial of reconsideration and rescission at issue here. The Board may be served at its principal place of business located at 68 Mitchell Street, SW, Suite 1100, Atlanta, Georgia 30303.

5.

The parties are subject to the jurisdiction of this Court and venue is proper.

6.

This Court has jurisdiction over this Petition for Writ of Certiorari pursuant to O.C.G.A. §§ 5-4-1, *et seq.*

7.

Petitioner filed its Petition for Writ of Certiorari within the applicable statute of limitations.

8.

Petitioner has presented to the Chair a Certificate Certifying Payment of Costs confirming that there are no unpaid costs in the proceeding below.

9.

In accordance with O.C.G.A. §§ 5-4-3 and 5-4-5, Petitioner files herewith a certiorari bond.

10.

An order sanctioning Petition for Certiorari and Writ is enclosed herein and simultaneously filed herewith.

FACTUAL BACKGROUND

I. CITY OF ATLANTA BOARD OF ETHICS

11.

The City of Atlanta created a new Board of Ethics in 2002 under ATLANTA CODE § 2-804 which is charged with prescribing rules and regulations as well as issuing advisory opinions on the Atlanta Code of Ethics among other responsibilities.

12.

The Board has limited administrative jurisdiction over the City of Atlanta Code of Ethics, ATLANTA CODE § 2-801 *et seq.* The Board has the authority to adopt rules and regulations, administer campaign financial disclosures, issue advisory opinions, and investigate complaints arising under the section. *See*, ATLANTA CODE § 2-801(h)-(k).

13.

The Board has authority to render formal advisory opinions pursuant to ATLANTA CODE § 2-804(j) when the request is made *in writing* by an “official or employee of the city or a member of a board, council, committee or commission who is personally involved in a matter requiring interpretation of the ethics code.” ATLANTA CODE § 2-801(j). A request may be made based on a real or hypothetical set of circumstances.

14.

Once adopted by the Board, a formal advisory opinion may be relied upon as a guide on how to comply with the City of Atlanta Code of Ethics. *See*, ATLANTA CODE § 2-801(j).

15.

The code also provides for a City Ethics Officer who is appointed by the Board for a term of five years. The Ethics Officer is the administrator of the City of Atlanta Ethics Office. *See*, ATLANTA CODE § 2-805.

II. INVEST ATLANTA

16.

Invest Atlanta is the development authority for the City of Atlanta created as a “public body corporate and politic” pursuant to O.C.G.A. § 36-62-4, and as such, is an independent entity from the City of Atlanta.

17.

Invest Atlanta was created for a non-profit and public purpose with a stated mission “[t]o passionately serve the City of Atlanta and its people by strengthening Atlanta’s economy and enhancing its global competitiveness.”

18.

Invest Atlanta exists to strengthen the City of Atlanta’s economy by promoting the city’s potential for economic development to private businesses, and corporations.

19.

Since 2010, Invest Atlanta has attracted 17 headquarters relocations and expansions, totaling capital investment of over \$660 million, including: NCR, Pulte Homes, Porsche, Athena Health, Carter’s, and Mail Chimp.

20.

Invest Atlanta has contributed to over 33,000 jobs in the Atlanta area and generated more than \$5 billion in total capital investment.

21.

Invest Atlanta’s Neighborhood Revitalization programs have created more than 3,900 multi-family housing units, of which over 2,000 are affordable housing units.

22.

As the City of Atlanta's economic development arm, Invest Atlanta serves a meaningful, crucial, and official purpose to ensure the economy of one of America's largest cities flourishes.

23.

Because of its unique mission, Invest Atlanta must utilize nontraditional tools to build relationships for the City to recruit new businesses and investments. One of these tools is access to events and arenas to provide a more relaxed or casual setting to carry on negotiations on behalf of the City.

24.

Access to premium seating at an entertainment venue is a common and effective tool utilized by many government economic development agencies to showcase a city's amenities to potential investors. Further, this access highlights the priority the city places on relationships with potential investors.

III. FINANCING AND OTHER BENEFITS PROVIDED TO MERCEDES-BENZ STADIUM BY INVEST ATLANTA

25.

Construction was completed on Mercedes-Benz Stadium on August 26, 2017, and cost of over \$1.6 billion.

26.

In the Agreement, Invest Atlanta provided several services and ample

consideration to benefit the construction of the stadium including, but not limited to:

- a. Providing capital financing for Westside Works, a neighborhood jobs training program for residents contiguous to the stadium, that offers training and placement in skilled positions at Mercedes-Benz Stadium;
- b. Coordinating the City's contribution of a portion of its Hotel/Motel tax revenues for expenses at the stadium, including among other things, refurbishments, maintenance, and capital improvements; and
- c. Issuing \$224,655,000.00 in aggregate principal amount of its Revenue Bonds to assist in financing the stadium's construction.

27.

Assisting with financing for stadium construction is permitted as an authorized project for a development authority pursuant to O.C.G.A. § 36-62-2(6) when that stadium "promote[s] trade, commerce, industry, and employment opportunities by hosting regional, state-wide, or national events."

28.

The financial investment by Invest Atlanta was formalized in the Agreement.

29.

The Agreement states in Section 1.7 that "Invest Atlanta will receive premium seating and rights to certain events at the [New Stadium Project] for use by Invest Atlanta consistent with its statutory economic development mission on terms to be

agreed to with StadCo” (the “Clause”).

IV. ETHICS BOARD REVIEW OF THE AGREEMENT

30.

The City of Atlanta adopted ATLANTA CODE § 2-816 on April 10, 2002, which provides in part:

No contract or lease with the *city* may require passes, tickets or gratuities *to be given* to officials or employees or permit reduced fees to be paid by officials or employees. The contracting party shall not provide gratuities or prerequisites to any official or employee in connection with execution of or performance under the contract or lease.

(emphasis added).

31.

The Board previously opined in 2004 that this section prohibits “city officials or employees from accepting *a gift of free or reduced tickets* to an entertainment or athletic event that is offered due to their position with the city, unless the official or employee is performing an official duty at the event.” FAO 2004-7 (A true and correct copy of FAO 2004-7 is attached as **Exhibit B**) (emphasis added).

32.

At a March 14, 2013 meeting of the Atlanta City Council’s Committee on Council, members of the committee made an *oral* request to the City Ethics Office of whether the Agreement violated the Atlanta Code of Ethics, which was passed

along by the Ethics Office to the City of Atlanta Board of Ethics for review.

33.

On November 1, 2013, the Board issued FAO 2013-1 finding the Agreement violates ATLANTA CODE § 2-816 and rejecting that the official duty exception would apply. (See, **Exhibit A**) The Original Opinion concluded:

The City's Standards of Conduct (Atlanta Ethics Code) prohibits the City or an entity acting as its agent from requiring that passes, tickets, or gratuities be paid to officials or employees in connection with the execution of or performance under a contract or a lease. Section 2-816 (a). Therefore, the subject contract language violates the Atlanta Code of Ethics.

34.

Upon the recommendation of the Ethics Officer, Invest Atlanta submitted a request for reconsideration and rescission of FAO 2013-1 to the Board on July 14, 2017. (Email from J. Sengova to J. Berry dated June 20, 107 is attached as **Exhibit C**; Letter from E. Klementich to J. Sengova dated July 14, 2017 is attached as **Exhibit D**.)

35.

In its request, Invest Atlanta noted the procedural and legal deficiencies of FAO 2013-1, which render the Original Opinion void.

36.

On September 27, 2017, the Board Chair, Kathleen A. Wasch, issued the Board opinion denying Invest Atlanta's request for reconsideration and rescission of

FAO 2013-1, citing the same flawed legal analysis that the Board employed in the Original Opinion. (Letter from K. Wasch to R. Newell re: Decision by the City of Atlanta's Board of Ethics in response to Invest Atlanta's request to reconsider and rescind Formal Advisory Opinion 2013-1 and issue a new Formal Advisory Opinion dated Sept. 27, 2017 is attached as **Exhibit E.**)

STANDARD OF REVIEW

37.

In considering this Petition, this Court's "scope of review shall be limited to all errors of law and determination as to whether the judgment or ruling below was sustained by substantial evidence." O.C.G.A. § 5-4-12(b).

38.

As to issues of law, the Board's decision should be reversed if the Court finds it "acted beyond the discretionary powers conferred on it, abused its discretion, or acted arbitrarily or capriciously with regard to an individual's constitutional rights." *Bd. of Zoning Adjustment of Atlanta v. Fulton Fed. Sav. & Loan Ass'n*, 177 Ga. App. 219, 221 (1985). Generally, a misstatement or misapplication of the relevant law constitutes an abuse of discretion. *See, Blue v. Hemmans*, 327 Ga. App. 353, 357 (2014).

39.

On issues of fact, this Court must determine "whether the record supports the

initial decision of the local governing body or administrative agency.” *City of Atlanta Gov't v. Smith*, 228 Ga. App. 864, 865 (1997) (holding that “substantial evidence” standard is the same as “any evidence” standard).

COUNT I: ENUMERATION OF ERRORS
FOR PETITION FOR CERTIORARI

Enumeration One: FAO 2013-1 was Procedurally Deficient as the Request for an Opinion was Made Orally and not in Writing as Required by the Code.

40.

Petitioner incorporates the preceding paragraphs fully herein.

41.

The Board’s power in enforcing the City of Atlanta Ethics Code is limited to those powers listed in ATLANTA CODE § 2-804.

42.

Any action taken by the Board outside its delineated authority is devoid of force and effect.

43.

ATLANTA CODE § 2-804(j) provides in part “The board shall render an advisory opinion based upon a real or hypothetical set of circumstances, when requested *in writing*...” (emphasis added).

44.

There is no evidence that the Board or the City of Atlanta Ethics Office

received a request for a formal advisory opinion on the Agreement or the Clause in writing. Moreover, the Board states in FAO 2013-1 that “During the March 14, 2013 meeting...the Ethics Office *received an oral inquiry...*” (emphasis added).

45.

Because the Board acted outside its authority in issuing FAO 2013-1 based on an oral request, the Original Opinion is procedurally deficient and must be reconsidered and rescinded as a matter of law.

Enumeration Two: The Board Incorrectly Applied § 2-816 to this Agreement Because the Plain Language Does Not Prohibit the Purchase of Tickets.

46.

Petitioner incorporates the preceding paragraphs fully herein.

47.

The Board abused its discretion and acted arbitrarily and capriciously when it misapplied § 2-816 to the facts considered in FAO 2013-1.

48.

The law provides that “No contract or lease with the *city* may require passes, tickets or gratuities to be given to officials or employees or permit reduced fees to be paid by officials or employees.” (emphasis added)

49.

The term “City” is defined in ATLANTA CODE § 1-2 as “City. ‘City’ means the City of Atlanta, Georgia.”

50.

Invest Atlanta is a development authority, independently created as “a public body corporate and politic” by O.C.G.A. § 36-62-4 and is a separate legal entity from the City of Atlanta.

51.

Because the City of Atlanta was not a party to this Agreement and Invest Atlanta is an authority of the City, § 2-816 does not apply to this Agreement.

52.

Also, the operative verbs in the code section governing tickets are “may [not] require...to be given.” These words indicate a prohibition against gratuities, which is the express intent of this code section as stated in the title as well as multiple other times throughout the section. Notably, the verbs here do not prevent a purchase.

53.

The Code section, as written, does not prevent tickets from being used as consideration in a contract.

54.

FAO 2004-7 discussing ATLANTA CODE § 2-816 confirms that this section does not cover the purchase of tickets.

55.

Invest Atlanta, as part of the consideration of the Agreement, provided over \$200 million through Hotel/Motel tax bonds financed through Invest Atlanta on behalf of the City of Atlanta.

56.

The Board has misconstrued the plain language of the ordinance, and, in FAO 2013-1, the Board created a new prohibition outside the scope of the ordinance.

57.

Under the Board's overly strict reading of FAO 2013-1, even if Invest Atlanta purchased general admission tickets from an authorized ticket broker for one of its employees to attend an Atlanta sports team's game with a potential investor in the City, that action would be prohibited because the contract for purchase of that one-time seat license would certainly be a contract between the City and a vendor.

58.

This erroneous application of the law is only possible by the Board's gross misapplication of a gratuities prohibition to the sale of tickets.

59.

The Board's error of law constitutes an abuse of discretion and warrants reversal and other relief.

Enumeration Three: The Board Incorrectly Determined the Purchase of Tickets in the Agreement was a Gratuity Despite Ample Consideration

60.

Petitioner incorporates the preceding paragraphs fully herein.

61.

In reviewing this case, the Board has arbitrarily and capriciously ignored the consideration given under the Agreement by Invest Atlanta for the purchase of tickets at Mercedes-Benz Stadium.

62.

ATLANTA CODE § 2-816 does not prohibit a City board, agency or authority from purchasing tickets to an entertainment event. The ordinance only prohibits City officials and employees from being third party beneficiaries to a City contract for their own personal benefit.

63.

Invest Atlanta provided ample consideration for the tickets under the Agreement.

64.

Specifically, Invest Atlanta financed \$224,655,000.00 in aggregate of its Revenue Bonds to assist with the construction of Mercedes-Benz Stadium in addition to many other services to Mercedes-Benz stadium and other parties to the Agreement as listed in enumerated in paragraph 28 above.

65.

The City Hotel/Motel tax backed bonds as well as other benefits provided by Invest Atlanta were valuable consideration to the Agreement. In exchange, the tickets were legal consideration and a material term of the Agreement to which all parties agreed.

66.

Notably, the Agreement provides for the tickets to be issued to Invest Atlanta for economic development purposes and not any City official or employee.

67.

The Board arbitrarily and capriciously ignored the consideration given under the Agreement by Invest Atlanta for the purchase of tickets when it issued FAO 2013-1.

Enumeration Four: Even if § 2-816 Applies to the Agreement, It Does Not Prevent Use of the Tickets Because of the Official Use Exception

68.

Petitioner incorporates the preceding paragraphs fully herein.

69.

The Board abused its discretion when it assumed the tickets described in the Clause of the Agreement are intended for the personal benefit of City officials or employees and not for official duties that benefit the City.

70.

ATLANTA CODE § 2-816(b)(1) provides for an “official duty” exception that allows City officials or employees to receive tickets to an entertainment event when their presence at that event is required by an official duty.

71.

Invest Atlanta’s stated mission is “To passionately serve the City of Atlanta and its people by strengthening Atlanta’s economy and enhancing its global competitiveness.” This mission is substantially different from other entities acting on behalf of the City of Atlanta as it focusses on intangible objectives and outcomes to create a better business environment that benefits all of Atlanta.

72.

Because of this unique mission, Invest Atlanta must utilize nontraditional tools to build relationships for the City to competitively recruit new businesses and investments. One of these tools is access to events and arenas to provide a more relaxed or casual setting to carry on negotiations on behalf of the City.

73.

Section 1.7 of the Agreement provides “Invest Atlanta will receive premium seating and rights to certain events at the NSP *for use by Invest Atlanta consistent with its statutory economic development mission* on terms to be agreed to with StadCo.” (emphasis added).

74.

Tickets giving officers or employees of Invest Atlanta access to events at Mercedes-Benz Stadium are not for the personal benefit of those officers or employees. Rather, the tickets provide access to suitable venues for these officers and employees to carry out their official duties.

75.

This is a common use for tickets by a development authority and well within the scope of Invest Atlanta's mission.

76.

Even on the Board's website, this type of official duty exception is contemplated: "Example: The City Attorney may accept tickets from the Atlanta-Fulton County Recreation Authority to attend opening day of the baseball season when attorneys representing the state and other local governments will also be present in the authority's box." See, <http://www.atlantaethics.org/code-of-ethics-4/ethics-issues/gifts-a-gratuities>.

77.

The Board abused its discretion and acted arbitrarily and capriciously, even ignoring its own guidance, in enacting FAO 2013-1 and denying Invest Atlanta's request for reconsideration and rescission.

**COUNT II: CLAIM FOR DECLARATORY JUDGMENT AGAINST
ATLANTA BOARD OF ETHICS ON THE INVALIDITY OF FAO 2013-1**

78.

Petitioner hereby incorporates the preceding paragraphs as if restated.

79.

The Board acted without authority when it issued FAO 2013-1 based on an oral request in contravention of ATLANTA CODE § 2-804(j).

80.

FAO 2013-1 also incorrectly applies ATLANTA CODE § 2-816 to Invest Atlanta because it governs contracts “with the city,” which is defined as the City of Atlanta. Invest Atlanta, by definition, is separate from the City.

81.

FAO 2013-1 impermissibly ignores the “official duty” exception in ATLANTA CODE § 2-816(b)(1) in its analysis of the Agreement.

82.

FAO 2013-1 is an impermissible attempt by the Board to limit Invest Atlanta’s contractual rights and ability to carry out its mission for the City of Atlanta.

83.

The Board’s failure to reconsider and rescind FAO 2013-1 despite the procedural and legal deficiencies creates uncertainty for Invest Atlanta regarding

the enforceability of the Clause, creating an actual and justiciable controversy.

84.

A declaratory judgment is necessary to resolve the question whether Invest Atlanta can use the tickets as agreed to under the Agreement without risk of violating the Atlanta Code of Ethics.

85.

Invest Atlanta is entitled to a declaration that the Board ignored the ordinances governing (1) its ability to render formal advisory opinions and (2) the provision of tickets in contracts, and, in doing so, abused its discretion, acted outside the scope of its lawful authority, and acted arbitrarily and capriciously in refusing to reconsider and rescind FAO 2013-1.

86.

Invest Atlanta is also entitled to a declaration that FAO 2013-1 is invalid and unenforceable as it applies to Invest Atlanta, the Clause and/or the Agreement.

COUNT III: CLAIM FOR ATTORNEYS' FEES

87.

Petitioner hereby incorporates the preceding paragraphs as if restated.

88.

The Board's conduct has demonstrated a knowing and intentional attempt to ignore facts in evidence and arbitrarily and capriciously misapply the City

ordinances in a concerted effort to deny Petitioner's rights under the Agreement.

89.

This bad faith manifested itself in the denial of Invest Atlanta's request to reconsider and rescind FAO 2013-1 despite ample evidence of the Board acting beyond the discretionary powers conferred on it, abusing its discretion, acting arbitrarily and capriciously, as well as ignoring the procedural deficiency of FAO 2013-1.

90.

The Board's conduct has been in bad faith and caused Petitioner unnecessary trouble and expense. Petitioner is therefore entitled to expenses of litigation pursuant to O.C.G.A. §§ 5-4-16 and 9-15-14.

WHEREFORE, Petitioner-in-Certiorari Invest Atlanta prays for the following relief:

- a) That summons and process immediately be issued to the Respondent-in-Certiorari and the Defendant-in-Certiorari;
- b) That a Writ of Certiorari be issued and directed to the Respondent-in-Certiorari directing the Respondent to certify and send a complete record of the proceedings below to the Superior Court of Fulton County;

- c) That this Court reverse the conclusion of the Board and find that Atlanta Code § 2-816 does not apply to the Agreement or Invest Atlanta;
- d) That this Court declare FAO 2013-1 invalid and unenforceable against Invest Atlanta, the Clause, and/or the Agreement;
- e) That this Court schedule and hear oral arguments and set an immediate and expedited briefing schedule;
- f) That this Court award Petitioner's reasonable attorneys' fees and costs; and
- g) That this Court award Petitioner such other and further relief as the Court deems proper.

This 27th day of October 2017.

/s/ Josh B. Belinfante

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