

limited liability company that claims it may be served through its registered agent Cheskel Meisels at 3000 Ember Drive, Decatur, DeKalb County, GA 30034.

4.

Jurisdiction and venue are proper in this action as to Defendant Creekside.

5.

Defendant Creekside was properly served with process in this action.

6.

Defendant T.A.G. Acquisitions, LLC (hereinafter “TAG Acquisitions”) is a foreign for profit corporation that may be served through its registered agent Northwest Registered Agent Service, Inc. at 300 Colonial Center Parkway, Suite 100N, Roswell, Fulton County, GA 30076.

7.

Jurisdiction and venue are proper in this action as to Defendant TAG Acquisitions.

8.

Defendant TAG Acquisitions was properly served with process in this action.

9.

Defendant TAG Acquisitions is a dedicated property management company that oversees and aids in management of multiple multi-family housing facilities throughout the United States if those facilities are owned through its subsidiaries such as Defendant Creekside.

10.

Defendant Creekside and Defendant TAG Acquisitions share one management and ownership structure, and Defendant TAG Acquisitions manages properties in Georgia by acting through agents, alter egos, joint ventures, and its wholly owned and controlled related entities such as Defendant Creekside.

11.

Defendant Creekside is organized, maintained, and operated to serve as one of the operation arms or divisions of Defendant TAG Acquisitions in the United States and Georgia.

12.

Defendant Creekside is merely a conduit through which Defendant TAG Acquisitions conducts its business operations in the United States and Georgia.

13.

Defendant TAG Acquisitions regularly does and solicits business in Georgia, and engages in a persistent course of conduct in Georgia acting on its own behalf, and by and through agents, alter egos, joint ventures, and wholly owned and controlled subsidiaries and master companies, including Defendant Creekside.

14.

Defendant Creekside is a for-profit company that derives substantial revenues for its services rendered in Georgia acting on its own behalf, and by and through agents, alter egos, joint ventures, and wholly owned and controlled subsidiaries, including Defendant Creekside.

15.

Defendant TAG Acquisitions is doing business in Georgia on its own behalf, and by and through its exclusive agent and alter ego Defendant Creekside.

16.

Defendant SMJ Construction Services, LLC (sometimes hereinafter “SMJ Construction”) is foreign limited liability company that, in violation of Georgia law, has not registered to business in the State of Georgia. Defendant SMJ Construction may be served through its registered agent Jarred S. Freeman at 3840 Park Avenue, Suite 202 A, Edison, New

Jersey, 08820.

17.

Jurisdiction and venue are proper in this action as to Defendant SMJ Construction.

18.

Defendant SMJ Construction was properly served with process in this action.

Additional Procedural Matters:

19.

Defendant John Doe(s) # 1- 5 are commercial business(es) and/or individuals(s) engaged in ownership, operation, control, management, or in providing contracting services at the premises. The identities of John Doe(s) are unknown to Plaintiffs at this time but are readily ascertainable to Defendants. Once the identities of John Doe(s) are discovered, this Complaint will be amended to substitute any party that is or may be liable to Plaintiffs.

20.

Defendants consent to electronic service of the pleadings as is allowed by O.C.G.A. § 9-11-5(f), and therefore, have placed an e-mail address below the signature block of their answers.

21.

Pursuant to O.C.G.A. § 9-11-45(a)(1)(B), Plaintiffs and Defendants agree that their attorneys who are listed in the pleadings may issue and sign subpoenas for persons sought to be deposed in this action so long as the attorneys follow State Disciplinary Board Advisory Opinion No. 40 by providing deposition notices for each person on whom a subpoena is served.

Operative Facts, Damages, and Claim for Legal Relief:

22.

At all times mentioned herein, Defendants owned, operated, controlled and managed the apartment complex known as Creekside Forest Apartments f/k/a Candler Crossing Apartments (hereinafter “Creekside Forest”) with its main office located at 3000 Ember Drive, Decatur, DeKalb County, GA 30034. The property includes, but is not limited to, a drive, common area parking lots, common area nature / wooded areas, common area tennis / basketball courts, and a number of stand-alone buildings each with multiple apartment units.

23.

Defendant Creekside and Defendant TAG Acquisitions are agents, alter egos, joint ventures, and wholly owned and controlled subsidiaries of one another who have formed a multitude of corporate identities but who operate as one entity. As such, these Defendants cannot use their corporate form to shield their wrongdoing and avoid tort liabilities, tax liabilities, and other liabilities under the law. These organizations, along with their co-Defendants, collectively own, operate, and manage Creekside Forest.

24.

As part of their operation and management of Creekside Forest, Defendants provided security services at Creekside Forest for the benefit of residents and their guests.

25.

At all relevant times, Jaylon Maddox was a guest of tenants at Creekside Forest apartments and was therefore an invitee of Defendants, and a beneficiary of the security services that Defendants were providing.

26.

On the evening of January 6, 2016, a group of assailants to include Bruce Howard, who upon information and belief did not live at Creekside Forest, drove a white Pontiac vehicle from Candler road, down Ember Drive, and into Creekside Forest complex where they began loitering in the common areas in search of victims that they intended to stalk and then rob at gunpoint.

27.

Creekside Forest was accessible to the assailants because it lacked adequate security features – for instance, the gates did not work, which allowed the assailants to enter; the guard house was empty and there was no security guard at the entrance; there were no working cameras near the entrance; and the lighting near the entrance was inadequate.

28.

The assailants entered Creekside Forest, where Jaylon Maddox (with a few others) was walking toward a store not far outside the apartment complex.

29.

The assailants decided to rob Jaylon Maddox and the other persons.

30.

The assailants moved their car outside of the non-working gates and set up an ambush on the approach to Creekside Forest, where Jaylon and the other persons would have to walk to reach the store (or any other commercial establishment).

31.

While Jaylon was on Creekside Forest's approaches, the assailants (or one of them) shot Jaylon Maddox.

32.

Jaylon Maddox thereafter experienced shock, fright, terror, and pain. Shortly thereafter, Jaylon Maddox died from the gunshot wound.

33.

Jaylon Maddox did not start the trouble, did not know any of the assailants, and was not armed.

34.

The entire event either occurred on Creekside Forest's premises or on the approaches to Creekside Forest's premises.

35.

After the shooting, the assailants returned inside the gates of Creekside Forest and made a loop before departing the area via Creekside Forest's approach on Ember Drive.

36.

Jaylon Maddox exercised ordinary care and diligence at all times herein and under the circumstances then existing.

37.

Defendants breached their legal duty to keep the premises in a state consistent with the due regard for the safety of its residents and invitees, including Jaylon Maddox, by failing to exercise ordinary care to keep its premises safe and failing to act as similarly situated businesses in like circumstances.

38.

Prior to and on January 6, 2016, Creekside Forest was negligently maintained, inspected, secured, patrolled, and managed. Defendants had knowledge, both actual and

constructive, of the need to properly maintain, secure, inspect, patrol, and manage said property, but failed to exercise ordinary care.

39.

Defendants had actual and constructive knowledge of criminal activity existing on its property prior to the shooting of Jaylon Maddox. Said prior criminal activity was negligently permitted to exist and remain at said premises.

40.

Defendants had actual and constructive knowledge of criminal activity existing in the neighborhood prior to the shooting of Jaylon Maddox, but negligently failed to warn their invitees, including Jaylon Maddox, of the existence of the aforementioned criminal activity and the likelihood of further criminal attacks.

41.

Defendants negligently failed to maintain adequate security devices to prohibit improper use of or access to the property, and failed to have adequate and proper security patrols thereby causing an unreasonable risk of injury to their invitees, including Jaylon Maddox.

42.

Defendants knew of, or with the exercise of due care for the safety of its invitees should have known of, the dangerous and hazardous conditions existing on the premises and that failure to maintain, inspect, secure, patrol, and manage the premise would likely result in the injuries suffered by Jaylon Maddox, but failed to act to correct, prevent, or warn of prior criminal activity, loitering, trespassing, and the dangerous environment of said property.

43.

Defendants were and are *negligent per se*.

44.

Defendants were negligent and said negligence proximately caused Plaintiffs' injuries in the following ways:

- a. Violation of O.C.G.A. § 51-3-1 by failing to use ordinary care to keep the premises safe;
- b. Violation of O.C.G.A. § 44-7-14 by failing to keep the premises in repair;
- c. Violation of O.C.G.A. § 44-1-4 by harboring a nuisance on their property;
- d. Violation of Chapter 15 of DeKalb County ordinances regarding failing to ensure that a multifamily dwelling is compliant with applicable DeKalb County codes;
- e. Violation of Chapter 18 of DeKalb County ordinances regarding maintaining nuisances on the property associated with illegal criminal activity;
- f. Violation of Chapter 54, Article III of the ordinances of the city of Decatur regarding maintaining an unsanitary and dangerous premises;
- g. Violation of City of Decatur ordinance 70-23 regarding keeping a disorderly place;
- h. In failing to properly inspect and maintain the premises;
- i. In failing to warn of the latent dangers on the premises;
- j. In breaching tort duties to provide proper security to Jaylon Maddox;
- k. In failing to properly train and supervise its employees and independent contractors in regard to the maintenance and safety of the premises;
- l. In failing to properly retain, entrust, hire, train, and supervise said employees and independent contractors; and
- m. In failing to implement appropriate security measures to detect and deter crime.

45.

Defendants had actual knowledge of the dangerous and hazardous conditions existing at the premises due to the direct knowledge of its employees and agents.

46.

Defendants had constructive knowledge of the dangerous and hazardous conditions existing on the premises through the knowledge of its employees and agents and due to the prior criminal activity and dangers associated with the property and surrounding areas.

47.

Defendants negligently failed to maintain a policy, procedure, or system of investigating, reporting, and warning of the aforementioned criminal activity and negligently maintained property.

48.

Defendants are liable for the shooting of Jaylon Maddox. Said shooting of Jaylon Maddox occurred without necessity, privilege, or consent.

49.

Because Defendants had knowledge of, or in the exercise of reasonable care, should have had knowledge of the dangerous environment of said property, Defendants are liable for the negligent supervision, hiring, training, and retention of their employees and the entrustment of said property to their agents and employees. Said negligence was the proximate cause of the damages and injuries to Plaintiffs.

50.

Defendants negligently represented to their invitees and residents that the property at issue was properly maintained and secured.

51.

Defendants negligently failed to provide adequate security protection, adequate security personnel, an adequate outside security presence, proper lighting, proper access gates, and other property security features on the property.

52.

Defendants failed to take appropriate action to remedy or reduce the danger to its invitees, including Jaylon Maddox, and allowed the dangerous environment on the subject property to continue to exist unabated, thereby creating a nuisance.

53.

Upon information and belief, Defendants breached tort duties flowing from contractual security agreements made for the benefit of Plaintiffs and/or Jaylon Maddox.

54.

Each of the forgoing acts and omissions constitute an independent act of negligence on the part of Defendants and one or more of the above stated acts were the proximate cause of the injuries to Plaintiffs and death suffered by Jaylon Maddox. But for said tortious acts, Jaylon Maddox would not have suffered injuries and died.

55.

Defendants are jointly and severally liable for the wrongful death of Jaylon Maddox and all damages recoverable under Georgia law.

56.

Plaintiffs sustained injuries and damages, which were directly and proximately caused by the negligence of Defendants. But for the negligence of Defendants, Jaylon Maddox would not have suffered serious injury, physical pain, mental and psychological suffering, and

eventual death.

57.

As a result of Defendants' negligence, Plaintiffs incurred reasonable and necessary funeral and burial expenses, likely exceeding \$17,000.00.

58.

Plaintiffs bring this case on behalf of themselves and on behalf of the Estate of Jaylon Maddox. Plaintiffs state their intention to bring each and every claim permissible under Georgia law, including all individual and estate claims, and seek all special damages, economic losses, medical expenses, funeral and burial expenses, necessary expenses, pain and suffering, and all compensatory, special, actual, economic, general, punitive, and all other damages permissible under Georgia law, including, but not limited to:

- a. Personal injuries;
- b. Pain and suffering;
- c. Mental anguish;
- d. Loss of the capacity for the enjoyment of life;
- e. Wrongful death;
- f. Funeral and burial expenses;
- g. Incidental expenses;
- h. Loss of earnings;
- i. Medical expenses; and
- j. Consequential damages to be proven at trial.

59.

Plaintiffs Kiaira Maddox and Zeric Henderson, Sr., as the surviving parents and heirs

of Jaylon Maddox, are entitled to recover the full value of the life of Jaylon Maddox and all other damages permissible under Georgia law. Plaintiffs seek damages in an amount to be determined by the enlightened conscience of a fair and impartial jury.

60.

Plaintiff Rachel St. Fleur, as the Administrator of the Estate of Jaylon Maddox, is entitled to recover on behalf of the estate for the injuries and conscious pain and suffering sustained by Jaylon Maddox prior to his death, and any emergency medical expenses, funeral expenses, and burial expenses, incurred by the Estate of Jaylon Maddox. Plaintiffs seek damages in an amount to be determined by the enlightened conscience of a fair and impartial jury.

61.

Plaintiffs are entitled to recover all expenses and attorney's fees pursuant to O.C.G.A. § 13-6-11 because Defendants have acted in bad faith, been stubbornly litigious, and caused Plaintiffs unnecessary trouble and expense.

62.

The jury is entitled to impose punitive damages because the actions of Defendants showed an entire want of care, which would raise the presumption of conscious indifference to consequences.

WHEREFORE, Plaintiffs pray for a judgment against Defendants for the following:

- 1) Plaintiffs be awarded actual damages in amounts to be shown at trial;
- 2) Plaintiff be awarded all damages for the wrongful death of Jaylon Maddox and all general, special, compensatory, economic, and other allowable damages in accordance with the enlightened conscience of an impartial jury from the Defendants;

- 3) Plaintiffs be awarded all medical, funeral, and burial expenses in an amount to be shown at trial;
- 4) Punitive damages be imposed on Defendants in an amount to be determined by the enlightened conscience of the jury;
- 5) Plaintiff be awarded a trial by jury; and
- 6) Plaintiff have such other relief as this Court deems just and appropriate under the circumstances.

TRIAL BY JURY IS HEREBY DEMANDED

This 1st day of December, 2016.

BUTLER TOBIN LLC

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STATE COURT OF
DEKALB COUNTY, GA.
12/1/16
E-FILED
BY: Monica Gay

IN THE PROBATE COURT
COUNTY OF DEKALB
STATE OF GEORGIA

IN RE: ESTATE OF)

JAYLON MADDOX,)

DECEASED)

ESTATE NO. 2016-1995)

ORDER APPOINTING PERSONAL REPRESENTATIVE

A petition having been filed for Letters of Administration on the above styled estate; service and/or publication having been perfected according to law; venue having been shown to lie in this court; the decedent having died intestate; RACHEL ST. FLEUR having been shown to be lawfully qualified to be appointed as administrator; and no objection having been offered;

IT IS ORDERED AND ADJUDGED that the person named above to be qualified for such office be, and is hereby, appointed Administrator of the estate of said decedent, and that appropriate Letters be issued upon said Administrator taking the oath as provided by law. The Administrator shall not make any distribution to a person for the benefit of a minor unless that person is qualified to receive such funds according to law.

IT IS FURTHER ORDERED that upon unanimous consent and publication of notice as necessary, the Court hereby: (Initial if applicable.)

JDR (a) REPORTS WAIVED: Grants to the Administrator the power to serve without making and filing inventory, and without filing any annual or other returns or reports to any court; but the fiduciary shall furnish to the heirs, at least annually, a statement of receipts and disbursements.

JDR (b) BOND WAIVED: Waives the requirement to post bond.

JDR (c) POWERS GRANTED: Grants to the Administrator the powers contained in O.C.G.A. §53-12-261 not included in (a) above.

SO ORDERED this 15th day of November, 2016.


Judge of the Probate Court

J. CAROLINE FREEMAN
Exercising the jurisdiction of the Probate Court
pursuant to Order of Judge Jeryl Debra Rosh
as provided by O.C.G.A. § 15-9-36(c)

BK3053 PG280

