IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA

DEACON MORRIS,	)	
AND	)	
FIREARMS POLICY COALITION, INC.,	)	
	)	
Plaintiffs,	)	CIVIL ACTION NO.
	)	SPCV25-00883-KA
vs.	)	
	)	
THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH,	)	
	)	
Defendant.	)	

VERIFIED ANSWER AND DEFENSES TO PLAINTIFF'S COMPLAINT

COMES NOW The Mayor and Aldermen of the City of Savannah, (hereinafter "the City" or "Defendant") by and through counsel, and answers showing the following:

FIRST DEFENSE

Plaintiff's Complaint fails to state a claim against the City upon which relief can be granted and therefore Plaintiff's Complaint should be dismissed. The City therefore moves this court to dismiss said Complaint.

SECOND DEFENSE

One or more of the plaintiffs may lack standing to prosecute this claim and the City demands strict proof of same.

THIRD DEFENSE

Plaintiff's claims against the City are barred by governmental and/or sovereign immunity.

FOURTH DEFENSE

The City responds to each of the numbered paragraphs of Plaintiff's Complaint, as follows:

1.

Paragraph One (1) is a legal statement for which no response is required. To the extent a response may be required, the City is without sufficient information on which to admit or deny the allegations contained in Paragraph One (1) of Plaintiff's Complaint and, therefore, denies same.

2.

The documents referenced in Paragraph Two (2) speak for themselves and, therefore, the City denies any allegations inconsistent with same. To the extent there are any remaining allegations, the City is without sufficient information on which to admit or deny the allegations contained in Paragraph Two (2) of Plaintiff's Complaint and, therefore, denies same.

3.

The City admits the allegations contained in Paragraph Three (3) of Plaintiff's Complaint.

4.

The document referenced in Paragraph Four (4) speaks for itself and, therefore, the City denies any allegations inconsistent with same. To the extent there are any remaining allegations, the City is without sufficient information on which to admit or deny the allegations contained in Paragraph Four (4) of Plaintiff's Complaint and, therefore, denies same.

5.

The document referenced in Paragraph Five (5) speaks for itself and, therefore, the City denies any allegations inconsistent with same. To the extent there are any remaining allegations, the City is without sufficient information on which to admit or deny the allegations contained in Paragraph Five (5) of Plaintiff's Complaint and, therefore, denies same.

6.

The document referenced in Paragraph Six (6) speaks for itself and, therefore, the City denies any allegations inconsistent with same. To the extent there are any remaining allegations, the City is without sufficient information on which to admit or deny the allegations contained in Paragraph Six (6) of Plaintiff's Complaint and, therefore, denies same.

7.

The documents referenced in Paragraph Seven (7) speaks for itself and, therefore, the City denies any allegations inconsistent with same. To the extent there are any remaining allegations, the City is without sufficient information on which to admit or deny the allegations contained in Paragraph Seven (7) of Plaintiff's Complaint and, therefore, denies same.

8.

The City denies as pled the allegations contained in Paragraph Eight (8) of Plaintiff's Complaint.

9.

The City is without sufficient information on which to admit or deny the allegations contained in Paragraph Nine (9) of Plaintiff's Complaint and, therefore, denies same.

10.

The City is without sufficient information on which to admit or deny the allegations contained in Paragraph Ten (10) of Plaintiff's Complaint and, therefore, denies same.

11.

The City is without sufficient information on which to admit or deny the allegations contained in Paragraph Eleven (11) of Plaintiff's Complaint and, therefore, denies same.

12.

The City is without sufficient information on which to admit or deny the allegations contained in Paragraph Twelve (12) of Plaintiff's Complaint and, therefore, denies same.

13.

The City is without sufficient information on which to admit or deny the allegations contained in Paragraph Thirteen (13) of Plaintiff's Complaint and, therefore, denies same.

14.

The City is without sufficient information on which to admit or deny the allegations contained in Paragraph Fourteen (14) of Plaintiff's Complaint and, therefore, denies same.

15.

The City is without sufficient information on which to admit or deny the allegations contained in Paragraph Fifteen (15) of Plaintiff's Complaint and, therefore, denies same.

16.

The City is without sufficient information on which to admit or deny the allegations contained in Paragraph Sixteen (16) of Plaintiff's Complaint and, therefore, denies same.

17.

The City is without sufficient information on which to admit or deny the allegations contained in Paragraph Seventeen (17) of Plaintiff's Complaint and, therefore, denies same.

18.

The City admits the allegations contained in Paragraph Eighteen (18) of Plaintiff's Complaint.

19.

The City is without sufficient information on which to admit or deny the allegations contained in Paragraph Nineteen (19) of Plaintiff's Complaint and, therefore, denies same.

20.

The City is without sufficient information on which to admit or deny the allegations contained in Paragraph Twenty (20) of Plaintiff's Complaint and, therefore, denies same.

21.

The City is without sufficient information on which to admit or deny the allegations contained in Paragraph Twenty-One (21) of Plaintiff's Complaint and, therefore, denies same.

22.

The City is without sufficient information on which to admit or deny the allegations contained in Paragraph Twenty-Two (22) of Plaintiff's Complaint and, therefore, denies same.

23.

The City is without sufficient information on which to admit or deny the allegations contained in Paragraph Twenty-Three (23) of Plaintiff's Complaint and, therefore, denies same.

24.

The cited statute referenced in Paragraph Twenty-Four (24) speaks for itself and, therefore, the City denies any allegations inconsistent with same. To the extent there are any remaining allegations, the City is without sufficient information on which to admit or deny the allegations contained in Paragraph Twenty-Four (24) of Plaintiff's Complaint and, therefore, denies same.

25.

The cited statute referenced in Paragraph Twenty-Five (25) speaks for itself and, therefore, the City denies any allegations inconsistent with same. To the extent there are any remaining

allegations, the City is without sufficient information on which to admit or deny the allegations contained in Paragraph Twenty-Five (25) of Plaintiff's Complaint and, therefore, denies same.

26.

The cited constitutional provision referenced in Paragraph Twenty-Six (26) speaks for itself and, therefore, the City denies any allegations inconsistent with same. To the extent there are any remaining allegations, the City is without sufficient information on which to admit or deny the allegations contained in Paragraph Twenty-Six (26) of Plaintiff's Complaint and, therefore, denies same.

27.

The cited constitutional provision referenced in Paragraph Twenty-Seven (27) speaks for itself and, therefore, the City denies any allegations inconsistent with same. To the extent there are any remaining allegations, the City is without sufficient information on which to admit or deny the allegations contained in Paragraph Twenty-Seven (27) of Plaintiff's Complaint and, therefore, denies same.

28.

The cited statute referenced in Paragraph Twenty-Eight (28) speaks for itself and, therefore, the City denies any allegations inconsistent with same. To the extent there are any remaining allegations, the City denies the allegations contained in Paragraph Twenty-Eight (28) of Plaintiff's Complaint.

29.

The cited statute referenced in Paragraph Twenty-Nine (29) speaks for itself and, therefore, the City denies any allegations inconsistent with same. To the extent there are any remaining

allegations, the City denies the allegations contained in Paragraph Twenty-Nine (29) of Plaintiff's Complaint.

30.

The cited statute referenced in Paragraph Thirty (30) speaks for itself and, therefore, the City denies any allegations inconsistent with same. To the extent there are any remaining allegations, the City denies the allegations contained in Paragraph Thirty (30) of Plaintiff's Complaint.

31.

Paragraph Thirty-One (31) is a legal statement for which no response is required. To the extent a response may be required, the City denies the allegations contained in Paragraph Thirty-One (31) of Plaintiff's Complaint.

32.

Paragraph Thirty-Two (32) is a legal statement for which no response is required. To the extent a response may be required, the City denies the allegations contained in Paragraph Thirty-Two (32) of Plaintiff's Complaint.

Count I – The Ordinance is Preempted

33.

The City denies the allegations contained in Paragraph Thirty-Three (33) of Plaintiff's Complaint.

Count II – The Ordinance is *Ultra Vires*

34.

The City denies the allegations contained in Paragraph Thirty-Four (34) of Plaintiff's Complaint.

Count III – The Ordinance is Unconstitutional

35.

The City denies the allegations contained in Paragraph Thirty-Five (35) of Plaintiff's Complaint.

36.

To the extent Plaintiff's Prayer for Relief may be read to require a response, the City denies Plaintiff is entitled to any recovery against the City.

37.

To the extent the City is deemed to have not previously answered an allegation contained in Plaintiff's Complaint, the City denies all remaining allegations of Plaintiff's Complaint.

WHEREFORE, The City pray that this Court:

(a) Dismiss Plaintiff's Complaint with prejudice;

(b) Award The City attorney's fees and costs expended; and

(c) Any and all other relief to which The City may reasonably appear entitled.

Respectfully submitted this the 21st day of July 2025.

Respectfully submitted,

/s/ Eva N. Hill

R. BATES LOVETT, ESQ.
City Attorney
Georgia Bar No. 459568
EVA N. HILL, ESQ.
Assistant City Attorney
Georgia Bar No. 145098

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Savannah, GA 31401
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eva.hill@savannahga.gov

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Defendant's Answer to Plaintiff's Complaint was served upon the following by filing with the Clerk's mandatory e-filing system to:

John Monroe, Esq.
John Monroe Law, P.C.
156 Robert Jones Road
Dawsonville, GA 30534
jrm@johnmonroelaw.com

This the 21st day of July 2025.

/s/ Eva N. Hill

R. BATES LOVETT, ESQ.
City Attorney
Georgia Bar No. 459568
EVA N. HILL, ESQ.
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Verification

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

Personally appeared before me, an officer authorized to administer oaths, came Joseph A. Melder, who being duly sworn, states that the answers given in the attached Verified Answer of Defendant the Mayor and Aldermen of the City of Savannah are true and correct to the best of his knowledge and belief.

Joseph A. Melder, City Manager

Sworn to and subscribed before me
On this 10 day of July, 2025.

Notary Public

My Commission expires: June 16, 2028

RENEE S OSBORNE
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JUNE 16, 2028
CHATHAM COUNTY, GEORGIA