

IN THE SUPERIOR COURT OF FLOYD COUNTY
STATE OF GEORGIA

FILED IN OFFICE

SEP 23 2014

GEORGIA CARRY.ORG, INC., and)
DAN HAITHCOCK,)

Plaintiffs)
v.)

TOM CALDWELL, individually and in)
His official capacity as Chief Deputy of)
The Floyd County, Georgia Sheriff's)
Office, and)
FLOYD COUNTY, GEORGIA,)

Defendants)

Case No.

CLERK

14 CV 01823 JFLO 02

VERIFIED COMPLAINT

Plaintiffs state the following as their Complaint:

1. Plaintiffs bring this action for damages and declaratory and injunctive relief under Georgia law.
2. Plaintiff GeorgiaCarry.Org, Inc. ("GCO") is a non-profit corporation organized under the laws of Georgia, whose mission is to foster the rights of its members to keep and bear arms.
3. Plaintiff Dan Haithcock is a natural person who is a citizen of the State of Georgia.
4. Haithcock is a member of GCO.
5. Haithcock possesses a Georgia weapons carry license ("GWL") issued to him pursuant to O.C.G.A. § 16-11-129.
6. Defendant Tom Caldwell is the Chief Deputy of the Floyd County, Georgia Sheriff's Office.
7. Defendant Floyd County is a county organized under the laws of the State of Georgia.
8. The Floyd County, Georgia airport will host the "Wings Over North Georgia" airshow on October 18-19, 2014.
9. The airport is owned by Floyd County, Georgia.

10. On the web site for the airshow, in the "security" section, it states that weapons, and particularly firearms, are disallowed at the airshow.
11. Haithcock intends to attend the airshow.
12. While at the airshow, Haithcock desires to carry a handgun in accordance with state law and in case of confrontation.
13. GCO has other members with GWLs who desire to carry handguns to the airshow in accordance with state law and in case of confrontation.
14. On or about September 11, 2014, Haithcock posted a question on the Floyd County Sheriff's Facebook page, asking by what authority the Sheriff's Office was banning firearms from the airshow.
15. On September 16, 2014, the Floyd County Sheriff responded to Haithcock, confirming that his office was responsible for security and that he would be "checking all spectators for compliance with posted security protocols."
16. The Sheriff did not state by what authority his office banned firearms.
17. On September 16, 2014, Haithcock posted on the Sheriff's Facebook page that the airshow, as a lessee of public property), had no authority to ban firearms.
18. On September 16, 2014, Defendant Caldwell responded to Haithcock.
19. Caldwell stated that the airshow was not banning firearms.
20. Caldwell further stated that he was responsible for security at the airshow.
21. Caldwell further stated that portions of O.C.G.A. § 16-11-126 "address your concerns."
22. Caldwell further stated that "federal guidelines from the FAA and TSA" somehow applied, but Caldwell neglected to cite any such federal guidelines.
23. Caldwell further stated that Floyd County ordinance Article 1, Section 2-3-3 prohibits weapons at "public gatherings."

24. On September 17, 2014, Haithcock posted on the Facebook page that O.C.G.A. § 16-11-173 preempts local regulation of carrying firearms, and he further inquired by what authority the Sheriff's Office was banning firearms.
25. On September 18, 2014, Caldwell responded that § 16-11-173 applied to gun shows and manufacturers but not individual carrying of firearms.
26. Caldwell further responded that if Haithcock did not understand the law it was a waste of Caldwell's time to explain them to him.
27. Caldwell further stated, in upper case letters, that the ordinance (and other unspecified laws purporting to ban firearms at the airshow) would be enforced.
28. Article 1, Section 2-3-3(h) states, "*Deadly weapons at public gatherings*": No persons, except peace officers, duly authorized post office and airport employees or members of the Armed Forces of the United States on official duty, shall carry loaded or unloaded weapons on the airport property without permission from the airport manager. Nor shall any person store, keep, handle, use, dispense or transport at, in or upon the airport, any hazardous or dangerous articles (as defined by the department of transportation regulations for transportation of explosives or other dangerous articles), at such time or place or in such manner or condition as to endanger unreasonably or as to be likely to endanger unreasonably persons or property."
29. Plaintiffs are in fear of arrest and prosecution under the ordinance if they carry firearms at the airshow.

Count 1 – Violations of O.C.G.A. § 16-11-173

30. O.C.G.A. § 16-11-173(b)(1)(B) states, in pertinent part, "[N]o county ... by ordinance ... shall regulate in any manner ... the possession ... [or] carrying ... of firearms or other weapons."
31. By purporting to regulate the possession or carrying of firearms and other weapons at the airport, the ordinance violates O.C.G.A. § 16-11-173.

32. By threatening Plaintiffs with enforcement of the ordinance, and other unnamed laws, Caldwell is violating O.C.G.A. § 16-11-173.

Prayer for Relief

Plaintiffs demand the following relief

33. A declaration that Floyd County Ordinance Article 1, Section 2-3-3 (h) is preempted by O.C.G.A. § 16-11-173 and is void and unenforceable.
34. A declaration that no other provision of law prohibits a GWL holder from carrying a firearm at the airshow.
35. A preliminary and permanent injunction prohibiting Defendants from enforcing Floyd County Ordinance Article 1, Section 2-3-3(h).
36. Damages of \$100.
37. Costs of bringing and maintaining this action, including reasonable attorney's fees, pursuant to O.C.G.A. § 16-11-173((g)).
38. A jury to try this case.
39. Any other relief the court deems proper.



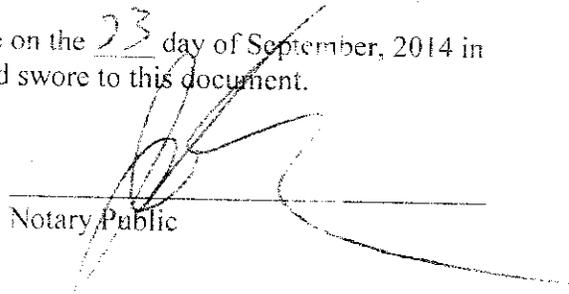
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I have personal knowledge of the facts alleged in the foregoing Complaint and I swear under penalty of perjury that they are true and correct.



Dan Haithcock

The above-named Dan Haithcock appeared before me on the 23 day of September, 2014 in Paulding County, Georgia and subscribed to and swore to this document.



Notary Public

My commission expires: April 27, 2015