

IN THE SUPERIOR COURT OF WALKER COUNTY  
STATE OF GEORGIA

JAMES C. DECK, IV., in his individual capacity and as Mayor of the City of Chickamauga, Georgia.

Plaintiff,

vs.

CITY OF CHICKAMAUGA.

Defendant.

Civil Action File No.:

*Carter Brown*  
Carter Brown, Clerk  
Walker County, Georgia

**PLAINTIFF'S VERIFIED COMPLAINT FOR DECLARATORY JUDGMENT, FOR TEMPORARY RESTRAINING ORDER AND INJUNCTIVE RELIEF**

Plaintiff James C. Deck, III., hereby moves this Court, pursuant to Georgia's Declaratory Judgment Act, for entry of a declaratory judgment resolving an actual controversy between the parties. In support, Plaintiff states as follows:

**INTRODUCTION AND RELIEF REQUESTED**

1. Plaintiff seeks a declaratory judgment determining the rights and legal relations of the parties arising from a concrete dispute concerning Chickamauga City Municipal Charter section 2.18 and Defendant's adverse claims and challenges thereto.
2. An actual, justiciable controversy exists between Plaintiff and Defendant, and declaratory relief will terminate uncertainty and guide the parties' future conduct.
3. Plaintiff respectfully requests that the Court enter a judgment declaring the parties' respective rights and obligations as set forth in the Prayer for Relief below.

**I. PARTIES**

1. Plaintiff, James C. Deck, III., is a lawfully elected city official currently serving as the mayor the City of Chickamauga, Georgia.

2. Defendant, the City of Chickamauga, is a Georgia municipal corporation organized and existing under the laws of the State of Georgia. See Chickamauga City Charter, §1.10. The foregoing matter concerns a challenge to the constitutionality of certain provisions of the City Charter of Chickamauga and therefore this municipality must be made a party under O.C.G.A. § 9-4-7(b). The City of Chickamauga may be served upon the city manager or the mayor pro tempore.

## **II. JURISDICTION AND VENUE**

3. This action seeks judgment concerning the constitutionality of certain provisions of the City Charter of Chickamauga, Georgia, a municipality deemed to reside in Walker County, Georgia pursuant to the Georgia Constitution of 1983, Article VI, Section II, Paragraphs III and IV and O.C.G.A. § 9-10-30. Therefore, venue and jurisdiction are proper before this Court.

## **III. STATEMENT OF FACTS**

4. Plaintiff, at all relevant times, has asserted adverse claims and positions concerning the City's authority and actions with respect to impeachment and/or removal at law proceedings, giving rise to an actual controversy with the City.

5. On or about January 15, 2026, Mayor Deck received a notice from the City Attorney stating that the council of City of Chickamauga, Georgia had voted on January 13, 2026 to have removal hearings pursuant to Section 2.18 of the City of Chickamauga Charter.

6. The Plaintiff would show that Section 2.18 of the Municipal Charter for the City of Chickamauga governing impeachment or removal is a clear and palpable conflict with the Constitution for failing to provide even the rudiments of due process.

7. Section 2.18 fails to provide any form of framework, standard, or applicable procedural, evidentiary, or substantive law that is to apply to removal proceedings.

8. Plaintiff would show that on or about January 20, 2026, Plaintiff's counsel contacted the Chickamauga Municipal Court Clerk to obtain subpoenas in blank for purposes of compelling attendance of witnesses and production of tangible evidence in preparing the Plaintiff's defense.

9. In addition to denying the Plaintiff's request, opposing counsel received an email from opposing counsel threatening to file a bar complaint against Plaintiff's counsel for contacting the Chickamauga Municipal Court Clerk, a city employee, claiming that said clerk. See attached exhibit "B."

10. Plaintiff would show that on at least three occasions, Plaintiff's counsel requested subpoenas for witnesses and subpoenas for production of documents, all of which were refused by the City's attorney on grounds that "the Charter does not contemplate that subpoenas will be issued in any removal proceedings under Section 2.18 of the Charter" and "...15 subpoenas in blank [will] not be issued in any circumstance." See attached exhibit "C."

11. On or around January 27, 2026, the actual date being unknown due to the lack of notice, the City of Chickamauga published an agenda regarding the removal proceedings, whereby notice that each party would have 45 minutes to provide counsel argument and five minutes for closing argument. See attached exhibit "D."

12. Plaintiff would show that the Chickamauga City Council continued the prior scheduled hearing so that a more appropriate forum could be found. No date has been scheduled at the present time.

13. The Plaintiff would show that the City of Chickamauga's procedure violates the Plaintiff's undisputed rights to due process.

14. The Supreme Court interprets procedural rights afforded by the Due Process Clause of the Georgia Constitution in this context are the same as those afforded under the United States Constitution. See City of Ludowici, et al. v. Jimmy Stapleton, 258 Ga. 868

(1989); Joiner v. Glenn, 288 Ga. 208, 209, 702 S.E.2d 194 (2010); Camden County v. Haddock, 271 Ga. 664, 665(1), 523 S.E.2d 291 (1999).

15. In City of Ludowici, et al. v. Jimmy Stapleton, the Georgia Supreme Court addressed a dispute concerning the validity, scope, and/or application of municipal authority in connection with an action to remove the mayor, and the mayor's challenge to the same. *Id.*

16. In that case, the Georgia Supreme Court held that an elected city official has a property interest in their office under state law, which can only be removed through due process.

17. Going further, the Court instructed that the limits of due process owed to an elected city official, includes, but is not limited to, a standard of proof to be applied by the finder of fact, the right to cross examine witnesses, for any rights in order to mount a defense such as the right to subpoena witnesses or evidence, and for establishing an impartial panel to adjudicate the issue(s) once a removal action has been filed. *Id.*

18. Plaintiff would show that well prior to the previously scheduled removal hearing, the City's attorney was made aware of the aforementioned issues regarding due process and applicable case law in support of his position, but the issue was ignored.

19. Plaintiff would show that issues exist concerning the qualifications and neutrality of certain Council members.

20. Plaintiff would show that municipal officers are required to take an oath pursuant to OCGA § 45-3-1 when a city charter requires it. Brewer v. Johnson, 184 Ga. 806, 193 S.E. 778, (1937).

21. Plaintiff would show that Section 3.11 of the Chickamauga City Charter requires all elected municipal officers to take an oath. Section 3.11 provides:

*"The mayor and council shall hold an organizational meeting on the first regularly scheduled meeting in January following the November election in which a councilmember seat or the mayoral position is on the ballot. The*

*meeting shall be called to order by the mayor or the city clerk and the oath of office shall be administered to the newly elected members, . . .”*

Section 3.11, Chickamauga City Charter.

22. Plaintiff would show that on November 4, 2025, three members of the Chickamauga City Council were re-elected, yet, as of this date, the said council members have not yet taken their oath for the new term.

23. Plaintiff would show that, notwithstanding the requirement to take an oath, said council members have continued to enter upon the duties of office, despite not having been qualified, commissioned, and administered the appropriate oaths as required by the city charter.

24. Plaintiff would show the existence of issues concerning the impartiality of certain council members.

25. Plaintiff would show that at least two council members have an impermissible conflict related to or arising from their private business relationships between themselves and the city manager.

26. Plaintiff would show that that due process requires each council person with an impermissible financial interest to be disqualified from participating in the removal proceedings.

27. Plaintiff would show that at least one council member is a witness in the removal proceedings and therefore should be disqualified from participating therein.

28. Plaintiff would show that the Defendant and defense counsel have actively interfered with the Plaintiff's attempt to prepare a proper defense in the removal proceedings.

29. Furthermore, instead of discussing or disclosing the ground rules of said hearing with Mayor's counsel, the City of Chickamauga posted the notice to social media (Facebook) on January 26, 2026, providing guidelines for said hearing, to wit: a 45-minute time limit per party and a five-minute final statement. See attached hereto exhibit “E.”

**COUNT I.**  
**TEMPORARY RESTRAINING ORDER AND INJUNCTIVE RELIEF**

30. Paragraphs 1 through 29 are re-alleged here and incorporated by reference.
31. Pursuant to OCGA § 9-11-65, the Plaintiff is entitled to an Order enjoining the Defendant from moving forward with removal proceedings.
32. Pursuant to O.C.G.A. §9-11-65(a) and (b), Plaintiff is entitled to a temporary restraining order, with or without notice to Defendant, and interlocutory injunction by virtue of their showing of immediate and irreparable harm having been created by Defendant' clear and palpable violation of the Plaintiff's rights to due process in the pending removal proceedings.
33. With this verified complaint, Plaintiff contends that immediate and irreparable loss will occur if notice is given to Defendant or his/her attorney.
34. Plaintiff's attorney likewise believes that Plaintiff should not be required to give security to secure a Temporary Restraining Order and Interlocutory Injunction, as Defendant has no potential to suffer damages, should such relief be granted to Plaintiff. This is the case because if such relief be granted to Plaintiff, Defendant would not be prohibited from continuing its day-to-day business but would only be prohibited from moving forward with removal proceedings. O.C.G.A. § 9-11-65(c).

**COUNT II: DECLARATORY JUDGMENT**

35. Paragraphs 1 through 34 are re-alleged here and incorporated by reference.
36. The aforementioned facts establish an actual controversy between parties with adverse legal interests. The dispute directly impacts present and prospective conduct, including governmental administration and the mayor's obligations, thereby rendering declaratory relief both necessary and appropriate.

37. Declaratory judgment will terminate uncertainty by definitively resolving the validity and application of the City's removal action as to the mayor, providing concrete guidance and preventing multiplicity of litigation.

38. Defendant, as a governmental entity, is charged with administering municipal law and policy, have a direct and substantial interest in resolving the controversy to ensure lawful governance and consistent application of their enactments.

39. Because an actual, justiciable controversy exists and a declaration will serve a useful purpose in clarifying legal relations and guiding future conduct, this Court should exercise its discretion to grant declaratory relief.

40. The controversy is not moot or abstract. Absent a judicial declaration, the parties face continued uncertainty regarding their respective rights and duties, exposing them to the risk of further disputes, potential enforcement actions, and legal exposure.

41. A declaratory judgment will resolve the controversy by clarifying whether Section 2.18 of the City Charter is valid and enforceable as applied to Defendant, and by defining the parties' rights and obligations going forward.

42. Defendant has no legal right or claim to deny the Plaintiff's right to due process in the pending removal proceedings.

43. There is insecurity with respect to Plaintiff's rights and the ability to enforce his rights as Defendant continues obstructing due process.

44. Plaintiff is entitled to a declaratory judgment pursuant to O.C.G.A. § 9-4-1 et seq. that the Plaintiff is entitled to robust due process rights in removal proceedings.

### **COUNT III: PUNITIVE DAMAGES AND ATTORNEY'S FEES**

45. Paragraphs 1 through 44 are re-alleged here and incorporated by reference.

46. Defendant's actions have shown willful misconduct, malice, fraud, wantonness, oppression, and that entire want of care which would raise the presumption of conscious indifference to consequences.

47. The award of punitive damages is appropriate to punish, penalize, or deter Defendant from such future conduct.

48. Further, Defendant's actions constitute aggravating circumstances that warrant additional damages permitted by O.C.G.A. § 51-12-5.

49. Defendant has acted in bad faith, been stubbornly litigious, and caused unnecessary trouble and expense and the award of all attorney's fees and costs incurred by the Plaintiff is appropriate pursuant to O.C.G.A. § 13-6-11.

50. Defendant is liable for the reasonable attorney's fees of Plaintiff pursuant to O.C.G.A. § 51-12-50.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests that the Court:

- a. That summons and complaint be issued as required by law;
- b. That the Court assume jurisdiction over this action and the parties;
- c. That the Defendant be permanently enjoined from moving forward with removal proceedings against the Plaintiff without affording Plaintiff his due process rights;
- d. That the Defendant be enjoined on a temporary and interlocutory basis from interfering with the Plaintiff's rights to due process in removal proceedings;
- e. That the Plaintiff be awarded punitive damages and aggravating damages;
- f. That the Plaintiff be awarded all costs and reasonable attorney's fees incurred;
- g. That the Court declare the rights and legal relations of the parties with respect to the Chickamauga City Charter, Section 2.18, including a declaration that said provision is unconstitutional, invalid, and unenforceable as applied to Plaintiff, and that the Defendant is to refrain from future removal proceedings;

- h. That the Court, alternatively, declares any limitations, conditions, or interpretations governing the application of the Chickamauga City Charter, Section 2.18 to the Defendant so as to terminate the parties' uncertainty and controversy;
- i. Award such other and further relief as the Court deems just and proper within the scope of declaratory relief.

Respectfully submitted this 3<sup>rd</sup> day of February 2026.



\_\_\_\_\_  
Jeremy C. Penland  
Attorney for Plaintiff  
Georgia Bar No. 733089

**PENLAND ROMANS & RAYBURN**

132 Battlefield Crossing Ct.  
Ringgold, Georgia 30736  
(Phone)706-935-5296  
(Facsimile)706-935-5298  
[jpenland@penlandlaw.org](mailto:jpenland@penlandlaw.org)

VERIFICATION

STATE OF GEORGIA,

COUNTY OF CATOOSA

Personally appeared before me, the undersigned attesting officer, who by law has authority to administer an oath Plaintiff. **James C. Deck, III.** who after being duly sworn an oath deposes and states that the facts and statements contained in the foregoing PLAINTIFF'S VERIFIED COMPLAINT FOR DECLARATORY JUDGMENT, FOR TEMPORARY RESTRAINING ORDER AND INJUNCTIVE RELIEF, are true and correct to the best of his knowledge and belief.

Done this 4<sup>th</sup> day of February 2026.



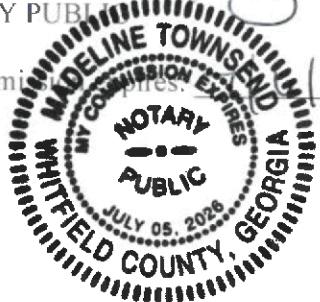
James C. Deck, III.

Sworn to and subscribed before  
me this 4 day of February 2026.



NOTARY PUBLI

My commission expires July 05, 2026



## Jeremy Penland

---

**From:** Mitchell Snyder <msnyder@minorfirm.com>  
**Sent:** Tuesday, January 20, 2026 5:05 PM  
**To:** Jeremy Penland  
**Cc:** Kenneth L. Mishoe  
**Subject:** City of Chickamauga

Dear Jeremy,

As you know, our Firm represents the City of Chickamauga, regarding removal proceedings of the Mayor. I understand that you, as the Mayor's counsel, have been in contact with City employees about this matter. Please respond and confirm that you will direct all communications with our client through us, remaining in compliance with the Georgia Rules of Professional Conduct, including Rule 4.2, which prohibits communications with a party who a lawyer knows is represented by legal counsel.

-Mitch



Mitchell Snyder  
*Partner*  
**The Minor Firm**  
p: 706.259.2586  
d: 706.712.5706  
a: 745 College Drive, Suite B | Dalton, GA 30720  
w: [www.minorfirm.com](http://www.minorfirm.com) e: [msnyder@minorfirm.com](mailto:msnyder@minorfirm.com)

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## Jeremy Penland

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**From:** Mitchell Snyder <msnyder@minorfirm.com>  
**Sent:** Monday, January 26, 2026 5:11 PM  
**To:** Jeremy Penland; Kenneth L. Mishoe  
**Cc:** Legal Assistant  
**Subject:** Re: Subpoena Requests

Dear Jeremy,

The Charter does not contemplate that subpoenas will be issued in any removal proceedings under Section 2.18 of the Charter. 15 subpoenas in blank would not be issued in any circumstance. Furthermore, the APA does not apply to local governments. *Scarborough v. Hunter*, 293 Ga. 431, 434 n. 5 (2013). The case you cited is not a removal proceeding in a municipality and state law specifically provided for the APA to be used in that proceeding, which is not the case here.

-Mitch

---

**From:** Jeremy Penland <jpenland@penlandlaw.org>  
**Sent:** Monday, January 26, 2026 12:15 PM  
**To:** Kenneth L. Mishoe <kmishoe@minorfirm.com>; Mitchell Snyder <msnyder@minorfirm.com>  
**Cc:** Legal Assistant <legalassistant@penlandlaw.org>  
**Subject:** Subpoena Requests

Gentlemen,

As you know, I represent the Mayor of Chickamauga in the removal proceedings currently pending. Sections 5.13(f) & (g) of the City Charter provide that the municipal court shall have the same authority as superior courts to compel the production of evidence and witnesses. Last week, you informed, admonished, and implied that I had committed an ethics violation for contacting the municipal court clerk to request subpoenas, and that all communication with city employees go through you. In response, I acknowledged your position and requested that you direct the municipal clerk to issue me 15 subpoenas for removal hearing. I still have not received them, which is causing a delay in obtaining the discovery I need for the hearing.

Please advise whether you intend on obtaining the subpoenas that I requested.

Sincerely,

jp

---

### Penland Romans & Rayburn

Jeremy C. Penland  
Attorney at Law  
132 Battlefield Crossing Ct.



Ringgold, GA 30736  
Office: (706) 935-5296  
Fax: (706) 935-5298

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**CITY OF CHICKAMAUGA  
SPECIAL CALLED MEETING OF THE  
MAYOR AND COUNCIL**

**January 30th, 2026 @ 4:00 PM.  
1817 Lee Clarkson Rd.,  
Chickamauga, Georgia 30707**

**MAYOR & COUNCIL**

*Mayor: James C. Deck III*

*Council Member: Evitte Parrish*

*Council Member: Lee Miller*

*Council Member: Rhonda Jacks*

*Council Member: David Jones*

*Council Member: Matthew Nave*

*City Manager: Micheal Haney*

**Call to Order**

Mayor Pro Tem Evitte Parrish

**1. Call to Order and Adoption of the Agenda**

Mayor Pro Tem

**2. Statement of Authority and Purpose and Burden of Proof**

This meeting is a special called meeting and public hearing conducted pursuant to Section 2.18 of the City of Chickamauga Charter.

**3. Confirmation of Notice to The Honorable James C. Deck, III of removal proceedings**

Confirmation by the City Attorney that written notice specifying the grounds for removal was served in compliance with Section 2.18 of the City Charter.



- 4. Presentation of Information (limited to 45 minutes)**  
Presentation by the City Attorney.
- 5. Response by the Public Officer (limited to 45 minutes)**  
Opportunity for the public officer concerned, or legal counsel, to present a response consistent with the written notice and the matters presented.
- 6. Final Statement from Public Officer (limited to 5 minutes)**
- 7. Final Statement from City Attorney (limited to 5 minutes)**
- 8. Close of Public Hearing**
- 9. Council Deliberation and Action**  
Consideration of action authorized under Section 2.18 of the City of Chickamauga Charter.
- 10. Adjournment**

*This agenda is limited to the items listed above and is intended solely to conduct the public hearing authorized by the City Charter.*

IN THE SUPERIOR COURT OF WALKER COUNTY  
STATE OF GEORGIA

EFILED IN OFFICE  
CLERK OF SUPERIOR COURT  
WALKER COUNTY, GEORGIA  
**SUCV2026000079**  
PJ  
FEB 04, 2026 09:28 AM  
  
Carter Brown, Clerk  
Walker County, Georgia

CIVIL ACTION NUMBER SUCV2026000079  
Deck, James C, IV

**PLAINTIFF**

VS.

City of Chickamauga , DBA Michael Haney  
City Manager

**DEFENDANT**

**SUMMONS**

TO: CITY OF CHICKAMAUGA

You are hereby required to file with the Clerk of said court and serve upon the plaintiff or plaintiff's attorney, whose name, address and email address are:

**Jeremy Penland**  
**Penland, Romans, & Rayburn GP**  
**132 Battlefield Crossing Ct.**  
**Ringgold, Georgia 30736**  
**jpenland@penlandlaw.org**

an answer to the complaint which is herewith served upon you. You must make your answer within 30 days after service of this summons upon you. This time excludes the day of service. If you fail to answer, the court will issue a default judgment against you for the relief sought in the complaint.

If this action pertains to a Protective Order, the answer is to be filed and served on or before the scheduled hearing date attached.

**This 4th day of February, 2026.**

Clerk of Superior Court

  
Carter Brown, Clerk  
Walker County, Georgia

**SHERIFF'S ENTRY OF SERVICE****WALKER**

County, Georgia

Civil Action No. SUCV2026000079  
Date Filed 02/04/26 09:28 AMSuperior Court   
State Court 

 **FILED IN OFFICE**  
**CLERK OF SUPERIOR COURT**  
**WALKER COUNTY, GEORGIA**  
**SUCV2026000079**  
**PJ**  
**FEB 04, 2026 09:28 AM**

Attorney's address and email

**Penland, Jeremy**  
**Penland, Romans, & Rayburn GP**  
**132 Battlefield Crossing Ct.**  
**Ringgold, GEORGIA 30736-**  
**jpenland@penlandlaw.org**

Deck, James C, IV
  
 Carter Brown, Clerk  
 Walker County, Georgia

Name and address of party to be served

City of Chickamauga  
202 Lee Gordon Mill Road  
Chickamauga, GEORGIA 30707

Plaintiff(s)

City of Chickamauga, DBA Michael Haney City Manager

Defendant(s)

Garnishee

**(PERSONAL)** I have this day served the defendant(s) \_\_\_\_\_ personally with a copy of the within action and summons and complaint.

**(NOTORIOUS)** I have this day served the defendant(s) \_\_\_\_\_ by leaving a copy of the action and summons and complaint at defendant's most notorious place of abode in this county.

I delivered the summons and complaint into hands of \_\_\_\_\_ described as follows: Age, about \_\_\_\_\_ years; weight, about \_\_\_\_\_ pounds; height, about \_\_\_\_\_ feet and \_\_\_\_\_ inches, domiciled at the residence of defendant(s).

**(CORPORATION)** Served the defendant(s) \_\_\_\_\_, a corporation, by leaving a copy of the within action and summons and complaint with \_\_\_\_\_ in charge of the corporation's office and place of doing business of said corporation in this county.

**(TACK & MAIL)** I have this day served the above styled affidavit and summons on the defendant(s) by posting a copy of the same to the door of the premises designated in said affidavit, and on the same day of such posting by depositing a true copy of same in the United States Mail, First Class in an envelope properly addressed to the defendant(s) at the address shown in said summons, with adequate postage affixed thereon containing notice to the defendant(s) to answer said summons at the place stated in the summons.

**(NON EST)** I made a diligent search, and I did not find the defendant(s) \_\_\_\_\_ in the jurisdiction of this Court.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Deputy Sheriff

# General Civil and Domestic Relations Case Filing Information Form

EFILED IN OFFICE

CLERK OF SUPERIOR COURT  
WALKER COUNTY, GEORGIA

Superior or  State Court of Walker

County **SUCV2026000079**  
PJ

FEB 04, 2026 09:28 AM

For Clerk Use Only

Date Filed 02-04-2026  
MM-DD-YYYY

Case Number SUCV2026000079

*Carter Brown*  
Carter Brown, Clerk  
Walker County, Georgia

## Plaintiff(s)

Deck, James C, IV

Last	First	Middle I.	Suffix	Prefix
Last	First	Middle I.	Suffix	Prefix
Last	First	Middle I.	Suffix	Prefix
Last	First	Middle I.	Suffix	Prefix

Plaintiff's Attorney Penland, Jeremy

## Defendant(s)

City of Chickamauga

Last	First	Middle I.	Suffix	Prefix
Last	First	Middle I.	Suffix	Prefix
Last	First	Middle I.	Suffix	Prefix
Last	First	Middle I.	Suffix	Prefix

Bar Number 733089

Self-Represented

Check one case type and, if applicable, one sub-type in one box.

### General Civil Cases

- Automobile Tort
- Civil Appeal
- Contract
- Contempt/Modification/Other
- Post-Judgment
- Garnishment
- General Tort
- Habeas Corpus
- Injunction/Mandamus/Other Writ
- Landlord/Tenant
- Medical Malpractice Tort
- Product Liability Tort
- Real Property
- Restraining Petition
- Other General Civil

### Domestic Relations Cases

- Adoption
- Contempt
  - Non-payment of child support, medical support, or alimony
- Dissolution/Divorce/Separate
- Maintenance/Alimony
- Family Violence Petition
- Modification
  - Custody/Parenting Time/Visitation
  - Paternity/Legitimation
- Support – IV-D
- Support – Private (non-IV-D)
- Other Domestic Relations

Check if the action is related to another action(s) pending or previously pending in this court involving some or all of the same parties, subject matter, or factual issues. If so, provide a case number for each.

Case Number

Case Number

I hereby certify that the documents in this filing, including attachments and exhibits, satisfy the requirements for redaction of personal or confidential information in O.C.G.A. § 9-11-7.1.

Is a foreign language or sign-language interpreter needed in this case? If so, provide the language(s) required.

Language(s) Required

Do you or your client need any disability accommodations? If so, please describe the accommodation request.

IN THE SUPERIOR COURT OF WALKER COUNTY  
STATE OF GEORGIA

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Plaintiff,

vs.

CITY OF CHICKAMAUGA,

Defendant.

Civil Action File No.: 2026SUCV00079

*Carter Brown*  
Carter Brown, Clerk  
Walker County, Georgia

**PLAINTIFF'S FIRST AMENDED VERIFIED COMPLAINT FOR DECLARATORY JUDGMENT, FOR TEMPORARY RESTRAINING ORDER AND INJUNCTIVE RELIEF**

Plaintiff James C. Deck, III., by and through undersigned counsel, hereby files his First Amended Verified Complaint for Declaratory Judgment, for Temporary Restraining Order, and Injunctive Relief, to rectify the Plaintiff's generational designation stated in the caption of the Plaintiff's original complaint, modify paragraphs 9, 10, 11, 12, 18, and 20 to revise for grammatical and/or typographical inaccuracies, rectify exhibit misnomers, and amend for conciseness as follows:

**INTRODUCTION AND RELIEF REQUESTED**

1. Plaintiff seeks a declaratory judgment determining the rights and legal relations of the parties arising from a concrete dispute concerning Chickamauga City Municipal Charter section 2.18 and Defendant's adverse claims and challenges thereto.
2. An actual, justiciable controversy exists between Plaintiff and Defendant, and declaratory relief will terminate uncertainty and guide the parties' future conduct.
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10. Plaintiff would show that on at least three occasions, Plaintiff's counsel requested subpoenas for witnesses and subpoenas for production of documents, all of which were refused by the City's attorney on grounds that "the Charter does not contemplate that subpoenas will be issued in any removal proceedings under Section 2.18 of the Charter" and "...15 subpoenas in blank [will] not be issued in any circumstance." See attached exhibit "B."

11. On or around January 27, 2026, the actual date being unknown due to the lack of notice, the City of Chickamauga published an agenda scheduling removal proceedings for January 30, 2026, and noticing that each party would have 45 minutes to present their respective arguments and five minutes for closing statement See attached exhibit "C."

12. Plaintiff would show that prior to approving the agenda on January 30, 2026, the Chickamauga City Council continued the hearing so that a more appropriate venue could be found. As of this date, no hearing has been scheduled.

13. The Plaintiff would show that the City of Chickamauga's procedure violates the Plaintiff's undisputed rights to due process.

14. The Supreme Court interprets procedural rights afforded by the Due Process Clause of the Georgia Constitution in this context are the same as those afforded under the United States Constitution. See City of Ludowici, et al. v. Jimmy Stapleton, 258 Ga. 868 (1989); Joiner v. Glenn, 288 Ga. 208, 209, 702 S.E.2d 194 (2010); Camden County v. Haddock, 271 Ga. 664, 665(1), 523 S.E.2d 291 (1999).

15. In City of Ludowici, et al. v. Jimmy Stapleton, the Georgia Supreme Court addressed a dispute concerning the validity, scope, and/or application of municipal authority in connection with an action to remove the mayor, and the mayor's challenge to the same. Id.

16. In that case, the Georgia Supreme Court held that an elected city official has a property interest in their office under state law, which can only be removed through due process.

17. Going further, the Court instructed that the limits of due process owed to an elected city official, includes, but is not limited to, a standard of proof to be applied by the finder of fact, the right to cross examine witnesses, for any rights in order to mount a defense such as the right to subpoena witnesses or evidence, and for establishing an impartial panel to adjudicate the issue(s) once a removal action has been filed. Id.

18. Plaintiff would show that well prior to the scheduling of the January 30, 2026 removal hearing, the City's attorney was made aware of the aforementioned issues regarding due process and applicable case law in support of his position, but the issue was ignored.

19. Plaintiff would show that issues exist concerning the qualifications and neutrality of certain Council members.

20. Plaintiff would show that municipal officers are required to take an oath pursuant to O.C.G.A. § 45-3-1 when a city charter requires it. Brewer v. Johnson, 184 Ga. 806, 193 S.E. 778, (1937).

21. Plaintiff would show that Section 3.11 of the Chickamauga City Charter requires all elected municipal officers to take an oath. Section 3.11 provides:

*"The mayor and council shall hold an organizational meeting on the first regularly scheduled meeting in January following the November election in which a councilmember seat or the mayoral position is on the ballot. The meeting shall be called to order by the mayor or the city clerk and the oath of office shall be administered to the newly elected members. . ."*

Section 3.11, Chickamauga City Charter.

22. Plaintiff would show that on November 4, 2025, three members of the Chickamauga City Council were re-elected, yet, as of this date, the said council members have not yet taken their oath for the new term.

23. Plaintiff would show that, notwithstanding the requirement to take an oath, said council members have continued to enter upon the duties of office, despite not having been qualified, commissioned, and administered the appropriate oaths as required by the city charter.

24. Plaintiff would show the existence of issues concerning the impartiality of certain council members.

25. Plaintiff would show that at least two council members have an impermissible conflict related to or arising from their private business relationships between themselves and the city manager.

26. Plaintiff would show that that due process requires each council person with an impermissible financial interest to be disqualified from participating in the removal proceedings.

27. Plaintiff would show that at least one council member is a witness in the removal proceedings and therefore should be disqualified from participating therin.

28. Plaintiff would show that the Defendant and defense counsel have actively interfered with the Plaintiff's attempt to prepare a proper defense in the removal proceedings.

29. Furthermore, instead of discussing or disclosing the ground rules of said hearing with Mayor's counsel, the City of Chickamauga posted the notice to social media (Facebook) on January 26, 2026, providing guidelines for said hearing, to wit: a 45-minute time limit per party and a five-minute final statement.

**COUNT I.**  
**TEMPORARY RESTRAINING ORDER AND INJUNCTIVE RELIEF**

30. Paragraphs 1 through 29 are re-alleged here and incorporated by reference.

31. Pursuant to O.C.G.A. § 9-11-65, the Plaintiff is entitled to an Order enjoining the Defendant from moving forward with removal proceedings.

32. Pursuant to O.C.G.A. §9-11-65(a) and (b), Plaintiff is entitled to a temporary restraining order, with or without notice to Defendant, and interlocutory injunction by virtue of their showing of immediate and irreparable harm having been created by Defendant's clear and palpable violation of the Plaintiff's rights to due process in the pending removal proceedings.

33. With this verified complaint, Plaintiff contends that immediate and irreparable loss will occur if notice is given to Defendant or his/her attorney.

34. Plaintiff's attorney likewise believes that Plaintiff should not be required to give security to secure a Temporary Restraining Order and Interlocutory Injunction, as Defendant has no potential to suffer damages, should such relief be granted to Plaintiff. This is the case because if such relief be granted to Plaintiff, Defendant would not be prohibited from continuing its day-to-day business but would only be prohibited from moving forward with removal proceedings. O.C.G.A. § 9-11-65(c).

**COUNT II: DECLARATORY JUDGMENT**

35. Paragraphs 1 through 34 are re-alleged here and incorporated by reference.

36. The aforementioned facts establish an actual controversy between parties with adverse legal interests. The dispute directly impacts present and prospective conduct, including governmental administration and the mayor's obligations, thereby rendering declaratory relief both necessary and appropriate.

37. Declaratory judgment will terminate uncertainty by definitively resolving the validity and application of the City's removal action as to the mayor, providing concrete guidance and preventing multiplicity of litigation.

38. Defendant, as a governmental entity, is charged with administering municipal law and policy, have a direct and substantial interest in resolving the controversy to ensure lawful governance and consistent application of their enactments.

39. Because an actual, justiciable controversy exists and a declaration will serve a useful purpose in clarifying legal relations and guiding future conduct, this Court should exercise its discretion to grant declaratory relief.

40. The controversy is not moot or abstract. Absent a judicial declaration, the parties face continued uncertainty regarding their respective rights and duties, exposing them to the risk of further disputes, potential enforcement actions, and legal exposure.

41. A declaratory judgment will resolve the controversy by clarifying whether Section 2.18 of the City Charter is valid and enforceable as applied to Defendant, and by defining the parties' rights and obligations going forward.

42. Defendant has no legal right or claim to deny the Plaintiff's right to due process in the pending removal proceedings.

43. There is insecurity with respect to Plaintiff's rights and the ability to enforce his rights as Defendant continues obstructing due process.

44. Plaintiff is entitled to a declaratory judgment pursuant to O.C.G.A. § 9-4-1 et seq. that the Plaintiff is entitled to robust due process rights in removal proceedings.

### **COUNT III: PUNITIVE DAMAGES AND ATTORNEY'S FEES**

45. Paragraphs 1 through 44 are re-alleged here and incorporated by reference.
46. Defendant's actions have shown willful misconduct, malice, fraud, wantonness, oppression, and that entire want of care which would raise the presumption of conscious indifference to consequences.
47. The award of punitive damages is appropriate to punish, penalize, or deter Defendant from such future conduct.
48. Further, Defendant's actions constitute aggravating circumstances that warrant additional damages permitted by O.C.G.A. § 51-12-5.
49. Defendant has acted in bad faith, been stubbornly litigious, and caused unnecessary trouble and expense and the award of all attorney's fees and costs incurred by the Plaintiff is appropriate pursuant to O.C.G.A. § 13-6-11.
50. Defendant is liable for the reasonable attorney's fees of Plaintiff pursuant to O.C.G.A. § 51-12-50.

### **PRAYER FOR RELIEF**

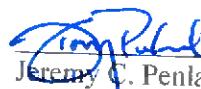
**WHEREFORE**, Plaintiff respectfully requests that the Court:

- a. That summons and complaint be issued as required by law;
- b. That the Court assume jurisdiction over this action and the parties;
- c. That the Defendant be permanently enjoined from moving forward with removal proceedings against the Plaintiff without affording Plaintiff his due process rights;
- d. That the Defendant be enjoined on a temporary and interlocutory basis from interfering with the Plaintiff's rights to due process in removal proceedings;
- e. That the Plaintiff be awarded punitive damages and aggravating damages;
- f. That the Plaintiff be awarded all costs and reasonable attorney's fees incurred;
- g. That the Court declare the rights and legal relations of the parties with respect to the Chickamauga City Charter, Section 2.18, including a declaration that said provision is

unconstitutional, invalid, and unenforceable as applied to Plaintiff, and that the Defendant is to refrain from future removal proceedings;

- h. That the Court, alternatively, declares any limitations, conditions, or interpretations governing the application of the Chickamauga City Charter, Section 2.18 to the Defendant so as to terminate the parties' uncertainty and controversy;
- i. Award such other and further relief as the Court deems just and proper within the scope of declaratory relief.

Respectfully submitted this 4<sup>th</sup> day of February 2026.



\_\_\_\_\_  
Jeremy C. Penland  
Attorney for Plaintiff  
Georgia Bar No. 733089

**PENLAND ROMANS & RAYBURN**  
132 Battlefield Crossing Ct.  
Ringgold, Georgia 30736  
(Phone)706-935-5296  
(Facsimile)706-935-5298  
[jpenland@penlandlaw.org](mailto:jpenland@penlandlaw.org)

IN THE SUPERIOR COURT OF WALKER COUNTY  
STATE OF GEORGIA

JAMES C. DECK, III., in his individual capacity and as Mayor of the City of Chickamauga, Georgia,

Plaintiff,

vs.

CITY OF CHICKAMAUGA,

Defendant.

Civil Action File No.: 2026SUCV00079

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have served a true copy of the within and foregoing PLAINTIFF'S FIRST AMENDED VERIFIED COMPLAINT FOR DECLARATORY JUDGMENT, FOR TEMPORARY RESTRAINING ORDER AND INJUNCTIVE RELIEF upon:

The Minor Firm  
c/o Ken Mishoe, Esq.  
745 College Drive, Ste B  
Dalton, Georgia 30720  
Attorney for Defendant

By electronically filing the same via PeachCourt efile Georgia, which automatically sends a true file and stamped copy to the above-named parties, via electronic mail, and via First Class U.S. Mail to all other parties not registered to receive notice via PeachCourt, this 5<sup>th</sup> day of February 2026.

  
\_\_\_\_\_  
Jeremy C. Penland, Esq.  
Georgia State Bar No: 733089  
Attorney for the Plaintiff

PENLAND, ROMANS & RAYBURN  
132 Battlefield Crossing Ct.  
Ringgold, Georgia 30736  
706.935.5296 | 706.935.5298  
[jpenland@penlandlaw.org](mailto:jpenland@penlandlaw.org)

VERIFICATION

STATE OF GEORGIA,

COUNTY OF CATOOSA

Personally appeared before me, the undersigned attesting officer, who by law has authority to administer an oath Plaintiff, **James C. Deck, III.**, who after being duly sworn an oath deposes and states that the facts and statements contained in the foregoing PLAINTIFF'S FIRST AMENDED VERIFIED COMPLAINT FOR DECLARATORY JUDGMENT, FOR TEMPORARY RESTRAINING ORDER AND INJUNCTIVE RELIEF, are true and correct to the best of his knowledge and belief.

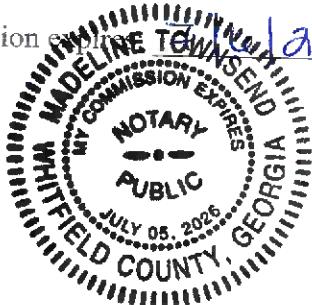
Done this 5<sup>th</sup> day of February 2026.

  
James C. Deck, III.

Sworn to and subscribed before  
me this 5<sup>th</sup> day of February 2026.

Madelaine Townsend,  
NOTARY PUBLIC

My commission expires July 05, 2026



## Jeremy Penland

---

**From:** Mitchell Snyder <msnyder@minorfirm.com>  
**Sent:** Tuesday, January 20, 2026 5:05 PM  
**To:** Jeremy Penland  
**Cc:** Kenneth L. Mishoe  
**Subject:** City of Chickamauga

Dear Jeremy,

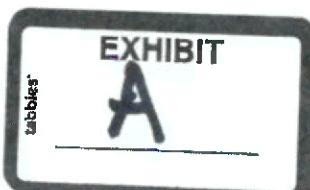
As you know, our Firm represents the City of Chickamauga, regarding removal proceedings of the Mayor. I understand that you, as the Mayor's counsel, have been in contact with City employees about this matter. Please respond and confirm that you will direct all communications with our client through us, remaining in compliance with the Georgia Rules of Professional Conduct, including Rule 4.2, which prohibits communications with a party who a lawyer knows is represented by legal counsel.

-Mitch



Mitchell Snyder  
*Partner*  
**The Minor Firm**  
p: 706.259.2586  
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a: 745 College Drive, Suite B | Dalton, GA 30720  
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**Jeremy Penland**

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**From:** Mitchell Snyder <msnyder@minorfirm.com>  
**Sent:** Monday, January 26, 2026 5:11 PM  
**To:** Jeremy Penland; Kenneth L. Mishoe  
**Cc:** Legal Assistant  
**Subject:** Re: Subpoena Requests

Dear Jeremy,

The Charter does not contemplate that subpoenas will be issued in any removal proceedings under Section 2.18 of the Charter. 15 subpoenas in blank would not be issued in any circumstance. Furthermore, the APA does not apply to local governments. *Scarborough v. Hunter*, 293 Ga. 431, 434 n. 5 (2013). The case you cited is not a removal proceeding in a municipality and state law specifically provided for the APA to be used in that proceeding, which is not the case here.

-Mitch

---

**From:** Jeremy Penland <jpenland@penlandlaw.org>  
**Sent:** Monday, January 26, 2026 12:15 PM  
**To:** Kenneth L. Mishoe <kmishoe@minorfirm.com>; Mitchell Snyder <msnyder@minorfirm.com>  
**Cc:** Legal Assistant <legalassistant@penlandlaw.org>  
**Subject:** Subpoena Requests

Gentlemen,

As you know, I represent the Mayor of Chickamauga in the removal proceedings currently pending. Sections 5.13(f) & (g) of the City Charter provide that the municipal court shall have the same authority as superior courts to compel the production of evidence and witnesses. Last week, you informed, admonished, and implied that I had committed an ethics violation for contacting the municipal court clerk to request subpoenas, and that all communication with city employees go through you. In response, I acknowledged your position and requested that you direct the municipal clerk to issue me 15 subpoenas for removal hearing. I still have not received them, which is causing a delay in obtaining the discovery I need for the hearing.

Please advise whether you intend on obtaining the subpoenas that I requested.

Sincerely,

jp

---

**Penland Romans & Rayburn**

Jeremy C. Penland  
Attorney at Law  
132 Battlefield Crossing Ct.



Ringgold, GA 30736

Office: (706) 935-5296

Fax: (706) 935-5298

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**CITY OF CHICKAMAUGA  
SPECIAL CALLED MEETING OF THE  
MAYOR AND COUNCIL**

**January 30th, 2026 @ 4:00 PM.  
1817 Lee Clarkson Rd.,  
Chickamauga, Georgia 30707**

**MAYOR & COUNCIL**

***Mayor: James C. Deck III***

***Council Member: Evitte Parrish***

***Council Member: Lee Miller***

***Council Member: Rhonda Jacks***

***Council Member: David Jones***

***Council Member: Matthew Nave***

***City Manager: Micheal Haney***

**Call to Order**

**Mayor Pro Tem Evitte Parrish**

**1. Call to Order and Adoption of the Agenda**

**Mayor Pro Tem**

**2. Statement of Authority and Purpose and Burden of Proof**

This meeting is a special called meeting and public hearing conducted pursuant to Section 2.18 of the City of Chickamauga Charter.

**3. Confirmation of Notice to The Honorable James C. Deck, III of removal proceedings**

Confirmation by the City Attorney that written notice specifying the grounds for removal was served in compliance with Section 2.18 of the City Charter.



- 4. Presentation of Information (limited to 45 minutes)**  
Presentation by the City Attorney.
- 5. Response by the Public Officer (limited to 45 minutes)**  
Opportunity for the public officer concerned, or legal counsel, to present a response consistent with the written notice and the matters presented.
- 6. Final Statement from Public Officer (limited to 5 minutes)**
- 7. Final Statement from City Attorney (limited to 5 minutes)**
- 8. Close of Public Hearing**
- 9. Council Deliberation and Action**  
Consideration of action authorized under Section 2.18 of the City of Chickamauga Charter.
- 10. Adjournment**

*This agenda is limited to the items listed above and is intended solely to conduct the public hearing authorized by the City Charter.*