

1. Plaintiff is an employee of the Defendant City of Tullahoma and reports to and takes instructions from the Defendant Mayor and Defendants Board of Aldermen (hereinafter referred to as BOMA).
2. Respondents are all elected officials of the Defendant City of Tullahoma.
3. That a contract was entered into between the Plaintiff and the Respondent City of Tullahoma, the previous elected BOMA, which is binding on the current the Board of Mayor and Aldermen (BOMA).
4. That jurisdiction and venue are proper before this court because the contract in question was entered into and approved by the parties in confines of Coffee County Tennessee.

ALLEGED FACTUAL BASIS FOR COMPLAINT

5. Plaintiff entered into an "Employment Agreement" with the Defendant City of Tullahoma, by and through its previous Mayor and Board and Alderman, on January 23, 2024. (See Exhibit A "Employment Agreement").
6. That this contract states that the Plaintiff is the "Chief Executive Officer of the City". Exhibit A, Section 2.B.
7. That this contract states that Plaintiff's responsibilities include appointment and termination on behalf of the city all other employees of the Defendant City consistent with the policies of the governing body and the ordinances and charter of the City. Exhibit A, Section 2.C.
8. That this contract states that the Plaintiff shall be able to direct, assign, reassign and evaluate all the employees of the Defendant City consistent with applicable city policies, ordinances, charter, state and federal law. Exhibit A, Section 2.D.

9. That the contract states that the Plaintiff shall be able to organize, reorganize and arrange the staff of the Defendant City and to develop and establish internal regulations, rules, and procedures which the Plaintiff deems necessary for the efficient and effective operation of the Defendant City consistent with the lawful directives, policies, ordinances, charter and state and federal law. Exhibit A, Section 2.E.
10. That pursuant to the contract, the Defendant City agreed to employ the Plaintiff as City Administrator of the City of Tullahoma to perform the functions and duties specified in said Tullahoma Municipal Code, Section 1-301 and 1-302, and to perform other legally permissible and proper duties and functions without interference. See Exhibit A, Section 2.A.
11. That Section 1-302 grants authority to the city administrator to supervise and coordinate all administrative actives of each department directly under the control of BOMA in accordance with an organization chart adopted by the board of mayor and aldermen and filed with the city recorder. Exhibit B.
12. That Section 1-302 further grants the city administrator the right to review all applications for employment filed with the city personnel officer for department head positions, to interview applicants and to make written recommendations to the board of Mayor and Aldermen regarding the hiring of said department heads. Exhibit B.
13. That the Defendants, being the Defendant Mayor and Defendant Aldermen, began seeking the services of a human resource firm for consulting on current city policies and procedures that fall under the purview of the Plaintiff, this was voted on without consulting the Plaintiff.

14. That the current human resource department consists of Human Resource Officer Lori Ashley and Human Resource Coordinator Carrie Ruark, both of whom are under the purview of the Plaintiff.
15. The Defendant Mayor and Defendant Aldermen have voted and/or instructed the city attorney(s) to seek out the services of a human resource firm, without considering any input from the Plaintiff.
16. That the Plaintiff attempted to resolve this matter by presenting to the Defendant Mayor and Defendant Aldermen, at the November 10, 2025, board meeting a proposal that would reestablish the Human Resource Director position and incorporating it into the organizational chart, which was denied.
17. It is alleged the Defendant Mayor Sebourn and Defendant Aldermen Bird and Thoma have been investigating the Plaintiff with Department Heads of the City, city employees (past and current) and local citizens to find causes for termination due to Plaintiff not acquiescing in his fundamental, fiduciary and contractual duties on behalf of the City of Tullahoma.
18. That the Plaintiff adhered to the requirements of the contract, delivering a 30-day cure letter to the Defendant Mayor, and city attorney, on December 23, 2025.

CAUSE OF ACTION
Breach of Contract
First Alleged Breach

19. That the Defendant Mayor and Defendant Aldermen breached said employment agreement by seeking to retain the services of a human resource firm without input, or approval, of the Plaintiff.

20. That these actions by the Defendant Mayor and Defendant Aldermen is breach of the employment agreement and a violation of the Tullahoma City Ordinances 1-301 and 1-302.
21. Plaintiff, per the employment contract has the following duty: "It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the City and to develop and establish internal regulations, rules, and procedures which the Employee deems necessary for the efficient and effective operation of the City consistent with the lawful directives, policies, ordinances, charter and state and federal law."
22. The Defendant Mayor and Board of Aldermen have breached the employment agreement by violating this section, and potentially other sections, by seeking out the services of a human resource firm without the input, or approval, of the Plaintiff.
23. That the Plaintiff has complied with requirements when such breach is claimed and there has been no response within 30-days from BOMA.

Second Alleged Breach

24. That the Defendant BOMA breached the employment agreement by denying the Plaintiff's proposed organizational chart during the November 10, 2025, BOMA meeting and prohibiting the Plaintiff from re-establishing the position of Human Resources Director.
25. That by denying this presented organizational chart, the Defendant BOMA breached the employment agreement which are stipulated in Section 2, Subsection 8.
26. That these actions by BOMA is a breach of the employment agreement and a violation of the Tullahoma City Ordinances 1-301 and 1-302.

27. Plaintiff, per employment contract has the following duty: "It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the City and to develop and establish internal regulations, rules, and procedures which the Employee deems necessary for the efficient and effective operation of the City consistent with the lawful directives, polices, ordinances, charter and state and federal law."
28. The Defendant Mayor and Board and Aldermen have breached the employment by violating this section, and potentially other sections, by denying the Plaintiff the ability to re-establish the role of Human Resources Director position.
29. That the Plaintiff complied with requirements when such breach is claimed and there has been no response whatsoever from the defendants.

PRAYER FOR RELIEF

That based upon the foregoing allegations, the Plaintiff prays for the following:

- a. That the Defendant City of Tullahoma, and its elected officials, cease actively seeking the services of a human resource firm;
- b. That the Defendant City of Tullahoma, and its elected officials, be required to approve the organizational chart from the November 10, 2025, BOMA meeting that allows the Plaintiff to re-establish the position of Human Resources Director and fill said position, if the Plaintiff deems that it is necessary;
- c. That the Defendant City of Tullahoma be responsible for the attorney fees of the Plaintiff due to the breach of contract and failure to attempt to resolve during the 30-day cure period;
- d. Any other damages, monetary or otherwise, as this Honorable Court deems appropriate.

Respectfully submitted,



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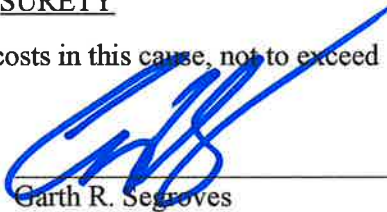


GLS

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SURETY

I, Garth R. Segroves, am surety for costs in this cause, not to exceed \$1,000.00.



Garth R. Segroves