

THIRD DEFENSE

Plaintiff does not have standing to bring this declaratory action against Defendant Deal.

FOURTH DEFENSE

The claim for declaratory judgment is moot.

FIFTH DEFENSE

Responding to the specific allegations in the Complaint, Defendant Deal answers as follows:

1.

Defendant Deal admits that Plaintiff seeks mandamus and declaratory relief in this Complaint.

2.

Defendant Deal admits the allegations contained in Paragraph 2.

3.

Defendant Deal is without sufficient information to form a belief as to the truth of the allegations contained in Paragraph 3, and therefore denies all such allegations.

4.

Defendant Deal admits that O.C.G.A. § 28-9-2 *et seq.* creates the Code Revision Commission ("CRC") and further states that the statutes speak for

themselves. To the extent that the allegations in Paragraph 4 differ from the statutes, Defendant Deal denies such allegations.

5.

Defendant Deal admits that he is the Governor of Georgia.

6.

Defendant Deal admits that David Ralston is the Speaker of the House of Representatives of Georgia. Defendant Deal states that O.C.G.A. § 28-9-2, which creates the CRC, speaks for itself, and therefore no additional response is necessary. To the extent that the allegations in Paragraph 6 differ from the statutes, Defendant Deal denies such allegations.

7.

Defendant Deal admits that Lowell "Casey" Cagle is the Lieutenant Governor and President of the Senate of Georgia. Defendant Deal states that O.C.G.A. § 28-9-2, which creates the CRC, speaks for itself, and therefore no additional response is necessary. To the extent that the allegations in Paragraph 7 differ from the statutes, Defendant Deal denies such allegations.

8.

Defendant Deal is without sufficient information to form a belief as to the truth of the allegations contained in Paragraph 8, and therefore denies all such allegations.

13.

Defendant Deal states that the 2014 House and Senate Journals related to HB 60 speak for themselves, and therefore no response is necessary. To the extent that the allegations contained in Paragraph 13 differ from the 2014 House and Senate Journals, Defendant Deal denies such allegations.

14.

Defendant Deal states that the 2014 House and Senate Journals related to HB 60 and HB 826 speak for themselves, and therefore no response is necessary. To the extent that the allegations contained in Paragraph 10 differ from the 2014 House and Senate Journals, Defendant Deal denies such allegations.

15.

Defendant Deal admits the allegations contained in Paragraph 15.

16.

Defendant Deal admits the allegations contained in Paragraph 16.

17.

Defendant Deal states that HB 826, Act 575, Ga. L. 2014, p. 432 §§ 1-1 speaks for itself, and therefore no response to Paragraph 17 is necessary.

18.

Defendant Deal denies the allegations contained in Paragraph 18.

19.

Defendant Deal admits that he publicly stated that HB 60 conflicts with HB 826. Defendant Deal denies all remaining allegations contained in Paragraph 19.

20.

Paragraph 20 states legal conclusions. To the extent that Paragraph 20 contains legal conclusions, Defendant Deal states that no response is necessary. Defendant Deal further states that O.C.G.A. § 28-9-2 *et seq.*, which provides the duties and obligations of the CRC, speak for themselves. To the extent that the allegations in Paragraph 20 differ from the statutes, Defendant Deal denies such allegations.

21.

Paragraph 21 states legal conclusions. To the extent that Paragraph 21 contains legal conclusions, Defendant Deal states that no response is necessary. Defendant Deal denies all remaining allegations contained in Paragraph 21.

22.

Paragraph 22 states legal conclusions. To the extent that Paragraph 22 contains legal conclusions, Defendant Deal states that no response is necessary. Defendant Deal denies all remaining allegations contained in Paragraph 22.

23.

Defendant Deal is without sufficient information to form a belief as to the truth of the allegations contained in Paragraph 23, and therefore denies all such allegations.

24.

Paragraph 22 states legal conclusions. To the extent that Paragraph 24 contains legal conclusions, Defendant Deal states that no response is necessary. Defendant Deal denies any remaining allegations contained in Paragraph 24.

25.

Defendant Deal admits the allegations contained in Paragraph 25.

26.

Defendant Deal admits that the provisions of HB 826 § 1-1, relating to carrying firearms into school safety zones, were not incorporated in the Official Code of Georgia. Defendant Deal denies all remaining allegations contained in Paragraph 26.

27.

Defendant Deal is without sufficient information to form a belief as to the truth of the allegations contained in Paragraph 27, and therefore denies all such allegations.

28.

Defendant Deal is without sufficient information to form a belief as to the truth of the allegations contained in Paragraph 28, and therefore denies all such allegations.

29.

Paragraph 29 states legal conclusions and prayers for relief. To the extent that Paragraph 29 contains legal conclusions and prayers for relief, Defendant Deal states that no response is necessary. Defendant Deal denies all remaining allegations contained in Paragraph 29.

30.

Defendant Deal admits the allegations contained in Paragraph 30.

31.

Paragraph 31 states legal conclusions. To the extent that Paragraph 31 contains legal conclusions, Defendant Deal states that no response is necessary. Defendant Deal denies all remaining allegations contained in Paragraph 31, and points this Court to House Bill 90, Act 9, 2015, §§ 16 (3), 54 (a), certified copy attached hereto as Exhibit 1, which adopts and gives force and effect of law to O.C.G.A. § 16-11-127.1 as published by the CRC into the Official Code of Georgia pursuant to O.C.G.A. § 28-9-5 (c).

32.

Paragraph 32 contains prayers for relief. To the extent that Paragraph 32 contains prayers for relief, Defendant Deal states that no response is necessary. Defendant Deal denies all remaining allegations contained in Paragraph 32.

33.

Paragraph 33 contains prayers for relief. To the extent that Paragraph 33 contains prayers for relief, Defendant Deal states that no response is necessary. Defendant Deal denies all remaining allegations contained in Paragraph 33.

34.

Paragraph 34 contains prayers for relief. To the extent that Paragraph 34 contains prayers for relief, Defendant Deal states that no response is necessary. Defendant Deal denies all remaining allegations contained in Paragraph 34.

35.

Paragraph 35 contains prayers for relief. To the extent that Paragraph 35 contains prayers for relief, Defendant Deal states that no response is necessary. Defendant Deal denies all remaining allegations contained in Paragraph 35.

36.

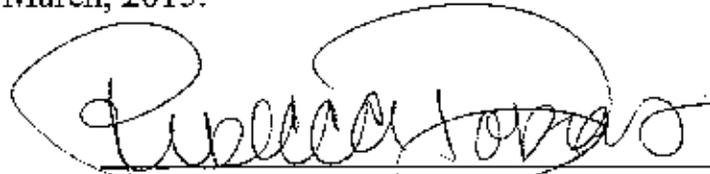
Defendant Deal denies each and every allegation of fact and law not previously admitted, denied, or otherwise controverted, and further denies that Plaintiff is entitled to any of the relief sought by means of the instant complaint.

CERTIFICATE OF SERVICE

I do hereby certify that I have this day served this Answer and Defenses of Law, prior to filing the same, by depositing a copy thereof, postage prepaid, in the United States Mail, properly addressed upon:

John Monroe
Attorney for Plaintiff
9640 Coleman Road
Roswell, GA 30075

This 27 day of March, 2015.

A handwritten signature in black ink, appearing to read "Rebecca J. Dobras", written over a horizontal line.

REBECCA J. DOBRAS
Assistant Attorney General

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