

FILED
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Clerk of Circuit Court
Calumet County
2025CV000022

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH __

CALUMET COUNTY

WISCONSIN DAIRY ALLIANCE, INC.,
VENTURE DAIRY COOPERATIVE,
and LANE RUHLAND,

Plaintiffs,

v.

JOSH KAUL, in his official capacity as
Attorney General of the State of
Wisconsin,
and WISCONSIN DEPARTMENT OF
JUSTICE,

Defendants.

Case Type: Declaratory Judgment

Case Code: 30701

Case No. 25-cv-

COMPLAINT

Plaintiffs Wisconsin Dairy Alliance, Inc., Venture Dairy Cooperative, and Lane
Ruhland, by their undersigned attorneys, hereby allege as follows:

INTRODUCTION

1. This case presents the question whether the Wisconsin Department of
Justice is for sale.

2. In particular, this lawsuit challenges the Agreement between the
Wisconsin Department of Justice (“DOJ”) and New York University (“NYU”), on
behalf of the NYU School of Law State Energy and Environmental Impact Center
(“Center”), to authorize a Legal Fellow, employed by the Center, to operate as—and
exercise the powers of—a Wisconsin “Special Assistant Attorney General” (“SAAG”).

3. Although exercising the powers of a state attorney, the SAAG is paid exclusively by the Center and its special interest backers—her services offered to the State of Wisconsin seemingly for “free.”

4. But nothing in life is free. The Center’s mission is to incentivize “state attorneys general [to] defend[], enforce[e], and promot[e] strong laws and policies in the areas of climate, environmental justice, environmental protection, and clean energy,”¹ and NYU requires that DOJ use the SAAG’s services to further those goals.

5. The Center began in 2017 with funding from Bloomberg Philanthropies, founded by Michael Bloomberg, a billionaire donor to far-left causes, which pushes states to pursue left-wing programs and policies.²

6. On May 21, 2024, the Milwaukee Journal Sentinel reported that a SAAG working in DOJ was, in fact, employed by the Center rather than the State of Wisconsin.³

7. The Attorney General and DOJ’s decision to create a SAAG position vested with power and then fill it with an attorney who is employed by a third-party special interest group violates Wisconsin law and is repugnant to public policy.

8. Of course, such an arrangement between a special interest group and a Republican Attorney General would be just as outrageous and unlawful. It is not

¹ *About The Center*, State Energy & Env’t Impact Ctr. (last accessed Feb. 17, 2025), <https://perma.cc/NRE3-GLQ6>.

² *NYU Law Launches New Center to Support State Attorneys General in Environmental Litigation*, NYU (last accessed Feb. 17, 2025), <https://perma.cc/Y6XN-PWP6>; *Michael R. Bloomberg*, Bloomberg Philanthropies (last accessed Feb. 17, 2025), <https://perma.cc/247H-FX4M>.

³ Daniel Bice, *New Prosecutor In AG’s Office Paid For By Center Funded By Former NY Mayor Bloomberg*, Milwaukee Journal Sentinel (May 21, 2024) (updated May 22, 2024), <https://www.jsonline.com/story/news/investigations/daniel-bice/2024/05/21/bice-new-state-prosecutor-paid-for-by-bloomberg-funded-center/73721160007/>.

difficult to imagine how a “Second Amendment Fellow” deputized as a SAAG by the Gun Owners of America would be received. Or an “Anti-Abortion Fellow” empowered to act on behalf of the State while being paid by the National Right to Life. The illegal agreement challenged here is no different in principle.

PARTIES

9. Plaintiff Wisconsin Dairy Alliance, Inc. (“Wisconsin Dairy Alliance” or “Alliance”) is a non-profit organization that maintains its office at 946 Progress Way, Chilton, Wisconsin 53014. The Alliance represents, and its membership comprises, modern regulated dairy farms in Wisconsin, especially concentrated animal feeding operations (“CAFOs”). Wisconsin Dairy Alliance works diligently to preserve Wisconsin’s heritage as the Dairy State, including by contesting unnecessary regulations that do not protect natural resources.

10. Plaintiff Venture Dairy Cooperative (“Venture Dairy” or “Cooperative”), whose membership includes farmers in Wisconsin, maintains its office at 310 North Division Street, Loyal, Wisconsin 54446. Venture Dairy is a milk marketing cooperative that works to positively affect policy at the state and local levels, improve public perception of agriculture, and protect technology and innovation in how farmers grow and raise food. The Cooperative works to combat unnecessary regulations, reduce bureaucracy, and advance state and local policy to support the future of Wisconsin’s dairy farmers.

11. Plaintiff Lane Ruhland is a Wisconsin resident and taxpayer, residing in Lodi, Wisconsin. She previously served as Special Counsel and Deputy Chief of Staff in DOJ and, before that, as DOJ's Director of Government Affairs.

12. On February 12, 2025, Plaintiff Ruhland filed a complaint with the Wisconsin Ethics Commission relating to the Attorney General's agreement with the Center and use of a privately funded SAAG. *See* Exhibit A. The issues presented in that proceeding (and any subsequent prosecution) are different from those presented by this Complaint.

13. Defendant Josh Kaul is the Attorney General of the State of Wisconsin and is sued in his official capacity. Defendant Kaul maintains his office at 17 West Main Street, Madison, Wisconsin 53703. Defendant Kaul "direct[s] and supervis[es]" DOJ. Wis. Stat. § 15.25.

14. Defendant Wisconsin Department of Justice is the state agency that entered the challenged Agreement with New York University, on behalf of NYU's School of Law State Energy and Environmental Impact Center. Its principal place of business is 17 West Main Street, Madison, Wisconsin 53703.

JURISDICTION AND VENUE

15. This is an action for declaratory and injunctive relief under Wis. Stat. §§ 806.04 and 813.01.

16. Venue in this Court is proper pursuant to Wis. Stat § 801.50(2)–(3).

STATEMENT OF FACTS

17. On November 5, 2021, NYU, on behalf of the Center, and DOJ entered into an Agreement that empowered a Center Legal Fellow to operate as a SAAG within DOJ. Exhibit B, §§ A.1, B.1.

18. The Agreement is expressly characterized as an “Employee Secondment Agreement between the Wisconsin Department of Justice and the State Energy & Environmental Impact Center at NYU School of Law.” Exhibit B.

19. As an employee of the Center during the course of the secondment, the Legal Fellow owes duties to both the Center and the DOJ.

20. Under the terms of the Agreement, “[d]uring the Fellowship Period, the Legal Fellow will be under the direction and control of, and owe a duty of loyalty to, DOJ, and will be subject to DOJ’s policies regarding employee conduct, including the policies regarding time and attendance, outside activities, conflicts of interests, and confidentiality. The Legal Fellow will receive instruction and materials regarding these requirements from DOJ at the commencement of his or her fellowship.” *Id.* § A.3.

21. Under the terms of the Agreement, DOJ is restrained in how it may terminate the services of the Legal Fellow. *Id.* § A.6. Notably, DOJ may not terminate the Legal Fellow immediately. *Id.*

22. Under the Agreement, DOJ is restrained in how it may discipline the Legal Fellow. The Agreement requires that DOJ must “attempt to resolve any performance

or other issues involving the Legal Fellow with the Legal Fellow and the State Impact Center before terminating the services of the Legal Fellow.” *Id.*

23. Under the Agreement, DOJ is restrained from setting the dates when the Legal Fellow may begin or end her term. The Agreement does not give DOJ the discretion to set the specific start and end dates for Legal Fellow services. *Id.* § A.2.

24. “During the Fellowship Period, salary and benefits will be provided to the Legal Fellow by the NYU School of Law.” *Id.* § A.4.

25. The Agreement permits the Center to request, with DOJ approval, copies of the Legal Fellow’s work product. *Id.* § D.1.

26. The Agreement directs DOJ to assign the Legal Fellow to work on specific projects—namely, “matters relating to clean energy, climate change, and environmental matters of regional and national importance.” *Id.* § B.2. Other lawyers at DOJ, by contrast, receive their assignments from the Attorney General, elected by and answerable to Wisconsin voters, or his senior staff—not outside groups.

27. In its offer letters to both the 2022 and 2024 Legal Fellows, the Center explained that the Fellow would be an “NYU employee.”

28. Upon information and belief, the Legal Fellow is required to send periodic reports on her work to the Center.

29. On April 11, 2022, the Center hired Zachary Corrigan as a Legal Fellow and seconded him to Wisconsin DOJ.

30. Zachary Corrigan resigned from the position on October 21, 2022.

31. On January 8, 2024, the Center hired Karen Heineman as a Legal Fellow and seconded her to Wisconsin DOJ.

32. On May 21, 2024, the Milwaukee Journal Sentinel reported that Attorney General Kaul authorized the Center Legal Fellow to operate as a SAAG on environmental litigation, with the Center paying their Legal Fellow an annual salary of \$90,000.⁴

33. The Center's Legal Fellow, operating as a SAAG within DOJ, regularly represents the Wisconsin Department of Natural Resources ("DNR") and the state of Wisconsin in judicial proceedings. The Center's Legal Fellow is currently representing DNR in Wisconsin circuit court in multiple active cases and recently represented the State of Wisconsin in an enforcement action brought against a rural Clark County farmer for a ditching project that DNR argued impacted wetlands and thus required a permit.⁵

34. The SAAG exercises the same authority exercised by any other assistant attorneys general at DOJ, including initiating investigations, bringing enforcement actions, prosecuting cases, advising the governor and state agencies, and representing state agencies in administrative and judicial proceedings.

⁴ Daniel Bice, *New Prosecutor In AG's Office Paid For By Center Funded By Former NY Mayor Bloomberg*, *supra*.

⁵ See *Phantom Lakes Mgmt. Dist. v. Wis. Dep't Nat. Res.*, 2024cv001834 (Waukesha Cnty. Cir. Ct.); *Bowar v. Wis. Dep't Nat. Res.*, 2024cv003112 (Dane Cnty. Cir. Ct.); *1989 Holdings, LLC v. Wis. Dep't Nat. Res.*, 2024cv001279 (Waukesha Cnty. Cir. Ct.); *North & South Twin Lakes Prot. and Rehab Dist. v. Wis. Dep't Nat. Res.*, 2024cv000076 (Vilas Cnty. Cir. Ct.); *Mustang Props. LLC v. Wis. Dep't Nat. Res.*, 2024cv000075 (Oconto Cnty. Cir. Ct.); see also *State v. Weaver*, 2022CX000002 (Clark Cnty. Cir. Ct.).

35. On information and belief, the Center's Legal Fellow assists with cases assigned to other attorneys within the Public Protection Unit of DOJ regardless of whether the Legal Fellow formally appears in those cases.

36. DOJ has incurred expenses in hiring and retaining SAAGs provided by the Center, including costs from applying for the SAAG funding, entering the Agreement with the Center, hiring the SAAG, and providing the SAAG with equipment and resources.

37. On information and belief, DOJ has incurred expenses in reimbursing the SAAG for work expenses, including, but not limited to, provision of supplies as well as reimbursement for travel expenses (including lodging and meals), state bar dues, and court fees.

38. On information and belief, DOJ has intentionally structured the SAAG's salary in order to circumvent the state appropriations process. DOJ's agreements with the SAAG and the Center require the Center to pay the SAAG's salary and benefits directly, rather than first routing those funds to DOJ, and without DOJ obtaining legislative approval to receive those funds.

39. Members of the Wisconsin Dairy Alliance and the Venture Dairy Cooperative regularly engage with DNR. For example, DNR requires dairy farms that qualify as concentrated animal feeding operations to secure Wisconsin Pollutant Discharge Elimination System ("WPDES") permits.⁶ As part of the monitoring and permitting processes, DNR staff regularly conduct site visits to ensure compliance

⁶ *CAFOs, Water Permits, and NR 243*, Wis. Dep't Nat. Res. (last accessed Feb. 17, 2025), <https://dnr.wisconsin.gov/topic/CAFO/WPDESNR243.html>.

with the regulations governing the storage and processing of manure and other agricultural regulations.

40. Violations of the complex regulations that govern these dairy operations often result in steep fines, enforcement actions, and attorney's fees. Indeed, DOJ frequently files enforcement actions against CAFOs and publicizes those cases.⁷ And a finding of a violation, or even a settlement of the case with no admission of wrongdoing, can cost hundreds of thousands of dollars.⁸ More, even when a violation is never proven and no settlement ever reached, the allegations remain in the public domain and defending against these allegations requires substantial time and resources.

41. When DNR brings enforcement actions and judicial proceedings against dairy operations, or is otherwise in litigation against them, it is represented by DOJ's Public Protection Unit, in which the SAAG works.

⁷ See, e.g., <https://www.doj.state.wi.us/news-releases/ag-kaul-announces-nearly-250000-settlement-polluters-violations-wisconsin's-wastewater>; <https://www.doj.state.wi.us/news-releases/ag-kaul-announces-55000-environmental-judgment-pollution-runoff-event-and-other>; <https://www.doj.state.wi.us/news-releases/ag-kaul-announces-settlement-3-facilities-requiring-190000-payment-water-pollution-and>; <https://www.doj.state.wi.us/news-releases/ag-kaul-announces-225000-penalty-against-kewaunee-county-concentrated-animal-feeding>; <https://www.doj.state.wi.us/news-releases/doj-announces-65000-settlement-emerald-sky-dairy-resolve-violations-wisconsin>; <https://www.doj.state.wi.us/news-releases/kewaunee-co-cafo-owner-manure-hauler-and-crop-consultant-charged-conspiring-submit>; <https://www.doj.state.wi.us/news-releases/attorney-general-kaul-announces-320000-settlement-ledgeview-farms-resolve-violations>; <https://www.doj.state.wi.us/news-releases/phil-mlsna-and-mlsna-dairy-supply-inc-assessed-20964147-violations-wisconsin>'s.

⁸ See, e.g., <https://www.doj.state.wi.us/news-releases/ag-kaul-announces-225000-penalty-against-kewaunee-county-concentrated-animal-feeding>; <https://www.doj.state.wi.us/news-releases/phil-mlsna-and-mlsna-dairy-supply-inc-assessed-20964147-violations-wisconsin>'s; <https://www.doj.state.wi.us/news-releases/attorney-general-kaul-announces-320000-settlement-ledgeview-farms-resolve-violations>.

42. DNR and DOJ have sued members of Wisconsin Dairy Alliance and the Venture Dairy Cooperative. Undoubtedly DNR and DOJ will continue to institute such enforcement actions and judicial proceedings in the future.

43. The Center tracks the work of the special assistant attorneys general it places in state Attorneys General offices. The Center has placed multiple press releases on its website regarding Wisconsin DOJ's enforcement actions against CAFOs, signaling its approval of certain uses to which its bought-and-paid-for state attorney is being put.⁹

44. The Center also issued a press release on March 25, 2024, entitled "Six AGs Sent Comments Urging EPA to Strengthen Effluent Limitations Guidelines for the Meat and Poultry Industries."¹⁰ The press release highlighted Wisconsin Attorney General Josh Kaul's role in urging the U.S. Environmental Protection Agency ("EPA") to impose harsher effluent limitation guidelines and standards for meat and poultry products point sources. In doing so, Kaul asked the EPA to ignore "industry concerns" about the harmful effects of harsher regulation.¹¹

45. DOJ's decision to designate as a SAAG in its Public Protection Unit an attorney employed by a third-party special interest group (the Center) directly harms the members of the Wisconsin Dairy Alliance and the Venture Dairy Cooperative

⁹ See, e.g., <https://perma.cc/FBE9-BK9W>; <https://perma.cc/JF6R-GMCZ>.

¹⁰ <https://perma.cc/Y73V-ALMG>.

¹¹ The Attorneys General of Cal., Wis., Md., N.J., N.Y., & Or., Comment Letter On EPA's Proposed Clean Water Act Effluent Limitations Guidelines and Standards For the Meat and Poultry Products Point Source Category, 20 (Mar. 25, 2024) <https://perma.cc/82TE-4BCV>.

who, as a result of DOJ's unlawful hiring, face unlawful prosecutions and enforcement actions funded and fueled by third-party special interest groups.

46. Even when the SAAG is not herself prosecuting the members of the Wisconsin Dairy Alliance and the Venture Dairy Cooperative, her support and involvement in the Public Protection Unit frees up other attorneys to investigate, prosecute, and advocate against the interests of Plaintiffs and their members.

47. The infusion of Center-provided resources has made it easier for Attorney General Kaul and DOJ to participate in additional litigation on a national scale. Since January 20, 2025, Attorney General Kaul and DOJ have filed or supported at least five lawsuits challenging actions taken by the Trump administration, on issues ranging from birthright citizenship, to reducing federal government spending, to gender identity and the military.¹² And several of the other Attorneys General joining those suits have likewise entered agreements with the Center to secure their own Legal Fellows.

48. The Agreement between DOJ and the Center also gives the Center outsized influence over the workings of the state government and officials—namely, the Attorney General and DOJ. Other organizations and public-interest groups, including Wisconsin Dairy Alliance and Venture Dairy Cooperative, are not given similar influence.

¹² See <https://www.doj.state.wi.us/news-releases/gov-evers-ag-kaul-join-coalition-states-challenging-unconstitutional-order-attempting>; <https://www.doj.state.wi.us/news-releases/gov-evers-attorney-general-kaul-join-22-states-suing-stop-trump-administration>; <https://www.doj.state.wi.us/news-releases/gov-evers-attorney-general-kaul-join-19-states-suing-stop-elon-musk-and-doge%E2%80%99s-attacks>; <https://www.doj.state.wi.us/news-releases/gov-evers-attorney-general-kaul-sue-trump-administration-defunding-medical-and-public>; <https://www.doj.state.wi.us/news-releases/attorney-general-josh-kaul-stands-transgender-military-members-challenge-president>.

49. In particular, the Center's Agreement with DOJ requires DOJ to use its resources in particular ways—namely, on “matters relating to clean energy, climate change, and environmental matters of regional and national importance.” Exhibit B, § B.2. And, because the Center employs the SAAG and pays her salary, it has control over an assistant attorney general within DOJ.

50. No other group, including Wisconsin Dairy Alliance and Venture Dairy Cooperative, has this kind of influence over DOJ.

51. The Agreement between DOJ and the Center thus directly interferes with the primary work of the Wisconsin Dairy Alliance and the Venture Dairy Cooperative by giving the Center unique, insider access and influence over DOJ's work on agricultural and other environmental issues.

CAUSES OF ACTION

COUNT I – FOR A DECLARATION THAT DOJ'S AGREEMENT WITH THE CENTER IS *ULTRA VIRES* AND UNLAWFUL

52. Plaintiffs incorporate and reallege all of the previous allegations in the Complaint.

53. Plaintiffs seek a declaration that DOJ's Agreement with the Center is *ultra vires* and unlawful.

54. The Attorney General and DOJ have only those powers granted by statute. *State v. City of Oak Creek*, 2000 WI 9, ¶ 24, 232 Wis. 2d 612, 605 N.W.2d 526; *The Ave., Inc. v. La Follette*, 183 Wis. 2d 409, 415, 515 N.W.2d 339 (Ct. App. 1994).

55. No statute empowers DOJ or the Attorney General to hire privately funded attorneys as assistant attorneys general.

56. DOJ's Agreement with the Center for the hiring of a privately funded attorney is therefore *ultra vires* and void.

57. Even if the Center's free legal services could be considered a "gift," DOJ failed to obtain the necessary approvals to accept such a gift, and its actions would still be *ultra vires*.

58. The Wisconsin statutes allow the executive branch to accept gifts and grants only after approval by the Joint Committee on Finance. Wis. Stat. § 20.907(1).

59. On information and belief, neither the Attorney General nor DOJ obtained approval for these gifted legal services from the Joint Committee on Finance.

60. Additionally, even if DOJ could hire a privately funded attorney as an assistant attorney general, upon information and belief, DOJ has failed to follow the statutorily required procedures for hiring and retaining such employees.

61. Wisconsin's civil service laws require the state to follow open and competitive procedures when hiring state employees, including assistant attorneys general. See Wis. Stat. §§ 230.14–.16. The laws also require a probationary period and employee evaluations, Wis. Stat. §§ 230.28, .37, an employee-grievance process, Wis. Stat. § 230.445, and a compensation progression plan, Wis. Stat. § 230.12.

62. Upon information and belief, these procedures were not followed with the SAAG. Instead, the SAAG's hiring and retention are governed by the Agreement between DOJ and NYU, on behalf of the Center, which contains entirely different language and processes. See Exhibit B.

63. Internal human-resources communications indicate that DOJ created and filled the SAAG position on an *ad hoc* basis rather than through the standard procedures.

64. The written agreements between both Legal Fellows and DOJ expressly stated that the Fellow in his or her role as SAAG is “NOT an employee of the State of Wisconsin” or DOJ.

65. Thus, even if the law permitted DOJ to hire the SAAG, DOJ’s actions are still *ultra vires* for failure to comply with the civil service laws.

66. Because DOJ’s hiring and retention of the SAAG is unlawful, all expenditures incurred by DOJ in hiring and retaining the SAAG, administrative and otherwise, are also unlawful.

COUNT II – FOR A DECLARATION THAT DOJ’S AGREEMENT WITH THE CENTER IS UNCONSTITUTIONAL UNDER SEPARATION-OF-POWERS PRINCIPLES, THE RIGHT TO PETITION, EQUAL PROTECTION, AND DUE PROCESS

67. Plaintiffs incorporate and reallege all of the previous allegations in the Complaint.

68. In Wisconsin, “executive power is to be exercised by the executive branch.” *Serv. Emps. Int’l Union, Loc. 1 v. Vos* (“SEIU”), 2020 WI 67, ¶ 33, 393 Wis. 2d 38, 946 N.W.2d 35.

69. That, of course, means the legislative and judicial branches may not exercise this power, but it also means that it is the responsibility of the executive branch to exercise this power. *Evers v. Marklein*, 2024 WI 31, ¶ 15, 412 Wis. 2d 525,

8 N.W.3d 395 (“The governor is entrusted to ‘take care that the laws be faithfully executed.’” (citation omitted)); *SEIU*, 2020 WI 67, ¶ 31.

70. Thus, the executive cannot delegate his power to private parties. Indeed, vesting private parties with prosecutorial power tramples these constitutional limits, unleashing private parties to pursue their “personal or pecuniary interest which [often] is inconsistent with or repugnant to the public interest.” *Texas Boll Weevil Eradication Found., Inc. v. Lewellen*, 952 S.W.2d 454, 469 (Tex. 1997); *see also A.L.A. Schechter Poultry Corp. v. United States*, 295 U.S. 495, 553 (1935) (Cardozo, J., concurring) (describing as “delegation running riot” the idea that the President could create a code upon recommendation from a private trade association).

71. The Agreement here unlawfully delegates executive authority to a private person and a private entity, the Center’s Legal Fellow (and by extension the Center itself), by empowering the Fellow to prosecute Wisconsin law as a SAAG.

72. The Legal Fellow is a private party because she is an employee of the Center, a private third party, not Wisconsin DOJ.

73. The Center controls the Legal Fellow’s salary and so retains ultimate control over the Fellow. Exhibit B, § A.4.

74. More, the Agreement insulates the Legal Fellow from discipline and termination by DOJ and directs how DOJ allocates its resources by requiring that the Legal Fellow work on particular matters. *Id.* §§ A.6, B.2.

75. The Agreement therefore unlawfully delegates executive power to a private party.

76. In addition, only the Legislature may make appropriations; this rule acts as a “particularly important as a restraint on Executive Branch officers.” *U.S. Dep’t of Navy v. Fed. Lab. Rels. Auth.*, 665 F.3d 1339, 1347 (D.C. Cir. 2012); *see also Marklein*, 2024 WI 31, ¶¶ 10, 14, 30.

77. The Agreement between NYU, on behalf of the Center, and DOJ unlawfully circumvents the appropriations process by routing funds to pay the salary of the SAAG directly to the SAAG.

78. Separately, granting prosecutorial power to a private entity violates due process. *See Carter v. Carter Coal Co.*, 298 U.S. 238, 311 (1936). “Authority to prosecute an individual is that government power which most threatens personal liberty.” *In re Sealed Case*, 838 F.2d 476, 487 (D.C. Cir. 1988), *rev’d on other grounds sub nom. Morrison v. Olson*, 487 U.S. 654 (1988).

79. The Center and its Legal Fellows are third parties with interests that are or may be adverse to the interests of many Wisconsinites and many Wisconsin businesses and organizations.

80. The Center influences the decisions of the Attorney General and DOJ both directly through its Agreement with DOJ and through the authority it exercises over its Legal Fellow, who then wields prosecutorial power in Wisconsin.

81. Allowing the Center and its Legal Fellows to wield, either directly or indirectly, the prosecutorial power, thus violates due process.

82. The right to petition is fundamental because it “allows citizens to express their ideas, hopes, and concerns to their government and their elected

representatives.” *Borough of Duryea, Pa. v. Guarnieri*, 564 U.S. 379, 388 (2011); see *Wisconsin Power & Light Co. v. Pub. Serv. Comm’n*, 5 Wis. 2d 167, 177, 92 N.W.2d 241 (1958). The right “is implicit in ‘the very idea of government, republican in form.’” *McDonald v. Smith*, 472 U.S. 479, 482 (1985) (alterations adopted) (quoting *United States v. Cruikshank*, 92 U.S. 542, 552 (1876)). And government action that “impermissibly interferes” with the fundamental rights of some individuals but not others unconstitutionally denies those individuals equal protection of law. *St. Joan Antida High Sch. Inc. v. Milwaukee Pub. Sch. Dist.*, 919 F.3d 1003, 1008 (7th Cir. 2019); see *Matter of Adoption of M.M.C.*, 2024 WI 18, ¶ 12, 411 Wis. 2d 389, 5 N.W.3d 238.

83. DOJ’s Agreement with the Center denies Plaintiffs and their members equal protection of law by granting the Center pay-to-play, preferred access to express its ideas and priorities to DOJ and the Attorney General.

84. The Agreement disadvantages Plaintiffs and hampers their ability to petition the government because they lack access to a comparable SAAG position.

85. The Agreement imposes a barrier between Plaintiffs and the Attorney General and DOJ, giving the Center insider leverage to undermine or oppose any attempts by Plaintiffs to petition government officials on agricultural and other environmental issues.

86. DOJ has thus infringed Plaintiffs’ right to petition and denied them equal protection of law.

87. Because DOJ's hiring and retention of the SAAG is unlawful, all expenditures by DOJ in hiring and retaining the SAAG are also unlawful.

Prayer for Relief

WHEREFORE, Plaintiffs request the following relief:

- A. A declaration that DOJ's Agreement with NYU on behalf of the Center and DOJ's hiring and retention of the SAAG is *ultra vires* and unlawful.
- B. A declaration that DOJ's Agreement with NYU on behalf of the Center and DOJ's hiring and retention of the SAAG is unconstitutional.
- C. An injunction requiring DOJ to terminate its Agreement with NYU on behalf of the Center and to eliminate the SAAG position, prohibiting DOJ from entering an agreement with NYU or the Center to hire privately funded SAAGs in the future.
- D. Such other relief as the Court deems just and proper.

Date: February 20, 2025

Respectfully submitted,

Electronically Signed by Ryan J. Walsh

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