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**IN THE DISTRICT COURT, FIRST JUDICIAL DISTRICT
LARAMIE COUNTY, STATE OF WYOMING
DOCKET NO. 2026-CV-0204232**

JUNTOS, THE UNITARIAN)
UNIVERSALIST CHURCH OF)
CHEYENNE, AND DREW'S)
BARBERSHOP,)
Plaintiffs,)

vs.)

BRIAN KOZAK, in his official)
capacity as Laramie County Sheriff,)
AND THE LARAMIE COUNTY)
SHERIFF'S OFFICE)
Defendants.)

MOTION FOR PRELIMINARY INJUNCTIVE RELIEF

INTRODUCTION

This case asks whether Laramie County's Sheriff has the power to enter agreements that expand the authority of his office without approval of the Laramie County Board of

Commissioners and without providing the public with an opportunity to weigh in on such an expansion. Wyoming law clearly shows that Sheriff Kozak does not possess this power. And by entering into three agreements with ICE to allow the Laramie County Sheriff's Office ("LCSO") to perform immigration enforcement, he has violated multiple provisions of the state's code and caused the Plaintiffs irreparable harm. Plaintiffs ask this Court to issue a preliminary injunction against this expansion of power as this case moves forward.

STATEMENT OF FACTS

Immigrant enforcement is a federal responsibility. *Arizona v. U.S.*, 567 U.S. 387 (2012). In 1996, as part of revisions to the Immigration and Nationality Act ("INA"), Congress permitted federal immigration authorities like the U.S. Immigration and Customs Enforcement ("ICE") to enter into agreements with state and local law enforcement agencies, under which the state and local agencies are authorized to engage in certain specified immigration enforcement activities. 8 U.S.C. § 1357(g). These agreements are called "287(g) agreements" after the provision in the INA that authorizes them. Under these 287(g) agreements, state or local law enforcement officers can be trained by ICE and certified to perform certain immigration enforcement activities "at the expense of the State or political subdivision and to the extent consistent with State and local law." *Id.*

During May and June of 2025, Sheriff Kozak purported to enter into three 287(g) agreements with ICE—a Jail Enforcement Model Agreement, a Task Force Model Agreement, and a Warrant Service Officer Model Agreement. (*Juntos et al. v. Kozak et al.*, 2026-CV-0204232, *Complaint for Declaratory and Injunctive Relief* ("Complaint") at ¶¶ 24-30). Under the Jail Enforcement Model, state or local law enforcement agencies are deputized by ICE to identify

potentially removable non-citizens in their custody and funnel those non-citizens into immigration proceedings. (*Id.* at ¶ 18). The Warrant Service Officer program allows ICE to train, certify and authorize state and local law enforcement officers to serve and execute administrative warrants on non-citizens in their agency's jail. (*Id.* at ¶ 19). Task Force Model Agreements authorize state and local agencies to carry out immigration enforcement activities in non-custodial settings. Unlike models limited to jails, Task Force Model agreements authorize local law enforcement officers to actively question, stop, and arrest individuals suspected of being undocumented while out in the community and on routine patrols. (*Id.* at ¶ 20). For all three agreements, Sheriff Kozak was the sole signatory on behalf of the LCSO and represented that he had the authority to enter into the agreements. (*Id.*, Exh. A at 7; Exh. B at 9; Exh. C at 7).

Collectively, these agreements substantially expand the activities and authority of the LCSO. Since signing these agreements, at least thirty LCSO deputies and Sheriff Kozak have completed training to perform immigration enforcement duties for ICE; they have made at least three hundred total immigration arrests; and during a week-long period in April 2026, the LCSO had the greatest number of immigration arrests in the country of any local or state law enforcement agency certified to enforce immigration law. Maya Shimizu Harris, *Laramie County Sheriff's Office topped nation in immigration arrests during April operation*, WyoFile (May 12, 2026), <https://wyofile.com/laramie-county-sheriffs-office-topped-nation-in-immigration-arrests-during-april-operation/>. Additionally, these agreements require the LCSO to incur substantial expenses. Between September 1, 2025, and January 31, 2026, the LCSO incurred roughly \$75,000 in expenses due to its participation in the 287(g) program. Ivy Secrest, *Sheriff Submits Invoices to ICE for Nearly \$75K for 287(g) Services*, Wyoming Tribune Eagle (February 19, 2026),

https://www.wyomingnews.com/news/local_news/sheriff-submits-invoices-to-ice-for-nearly-75k-for-287-g-services/article_5eb31d69-c00a-4059-a203-510fc9d6a4e2.html.

Sheriff Kozak chose to enter into these agreements without seeking approval from the county commission and without following the rulemaking procedures in the Wyoming Administrative Procedures Act (“WAPA”). As a result, the Laramie County Board of Commissioners never debated, voted on, adopted a resolution, passed a resolution, or otherwise officially sanctioned Sheriff Kozak’s decision to enter any of the three 287(g) agreements or to incur the expenses associated with the agreements. Nor were Plaintiffs or other Laramie County residents given official notice that Sheriff Kozak was considering participating in the 287(g) program—depriving them of any opportunity to express their opinions on the LCSO entering the 287(g) agreements before they were signed.

Because Sheriff Kozak unilaterally entered these agreements, Plaintiffs have all been harmed. First, Sheriff Kozak deprived the Plaintiffs of the ability to attend and participate in county commission meetings concerning the agreements and from engaging in a formal notice and comment period—procedural rights guaranteed by state statutes to ensure an open and transparent democratic process prior to major governmental actions. Additionally, both Juntos and the Unitarian Universalist Church of Cheyenne (“the Church”) have had to alter their programming and adjust their budgets to respond to the impact that the 287(g) agreements are having on the community.

LEGAL STANDARD

Preliminary injunctions are authorized by statute, W.S. § 1-28-102, the Wyoming Rules of Civil Procedure, W.R.C.P. 65, and are ultimately requests for equitable relief. *See Brown v. Best Home Health & Hospice, LLC*, 491 P.3d 1021, 1026 (Wyo. 2021). In order to succeed on a motion

for preliminary injunction, Plaintiffs must show that they are likely to succeed on the merits of their claim and that, in the absence of an injunction, they might be irreparably injured. *Id.*

ARGUMENT

Plaintiffs have brought three claims against Sheriff Kozak and the LCSO. A determination that Plaintiffs are likely to succeed on the merits and might be irreparably injured in the absence of an injunction on any of the three claims would warrant the issuance of a preliminary injunction. As demonstrated below, Plaintiffs satisfy these requirements for all three claims.

I. Plaintiffs Are Likely to Succeed on the Merits of Their Claims

A. Sheriff Kozak Does Not Have the Authority to Unilaterally Enter Into 287(g) Agreements

Plaintiffs are likely to succeed on their claim that Sheriff Kozak and the LCSO do not have the authority to unilaterally enter 287(g) agreements.

Wyoming counties are subdivisions of the state, not sovereign entities; as such, counties and their officials possess only the power expressly granted to them by statute or reasonably implied from the powers granted. *L.U. Sheep Co. v. Bd. of Cnty. Comm'rs of Cnty. of Hot Springs*, 790 P.2d 663, 674 (Wyo. 1990); Op. Att’y Gen. 90-005, 1990 WL 598301, at *3 (Wyo. A.G. Aug. 20, 1990) (explaining that both counties and their sheriffs are limited to the authority granted to them under state law).

Wyoming law grants the authority to enter into contracts to a county’s board of county commissioners. W.Y.S.T. § 18-2-101(a)(iv) (“The powers of the county shall be exercised by a board of county commissioners which may . . . Make contracts and perform other acts relating to the property and concerns of the county in the exercise of its corporate or administrative powers[.]”). The State Supreme Court, the Wyoming Attorney General, and the federal Tenth

Circuit Court of Appeals have all recognized that this law grants the power to contract to county commissioners, not other county officials. *See W. Wyoming Const. Co. v. Bd. of Cnty. Comm'rs of Cnty. of Sublette*, 351 P.3d 250, 254 (Wyo. 2015) (“Pursuant to Wyo. Stat. Ann. § 18–2–101(a)(iv) an organized county in Wyoming has the authority to enter into contracts through its County Commissioners.”); 1979 Wyo. Op. Att’y Gen. 319 (1979) (“As provided by W.S. 18-2-101(a)(iv), *supra*, the Board of County Commissioners has the authority to contract for services for the public welfare.”); *Bd. of Cnty. Commisioners of Sweetwater Cnty. v. Geringer*, 297 F.3d 1108, 1113 (10th Cir. 2002) (noting that “[u]nder Wyoming law, a county, through its board of commissioners, has the right to . . . enter contracts”).

Thus, county sheriffs do not have unilateral authority to enter into contracts. Instead, Wyoming’s code limits county sheriffs’ authority to contract to three specific scenarios concerning the housing of certain types of inmates—and even these contracts are “[s]ubject to approval by the board of county commissioners.” W.S. § 18-6-314 (governing contracts with a community correctional facility for the housing of certain county jail prisoners); W.S. § 18-6-316 (governing contracts with municipalities to house prisoners charged or sentenced for municipal ordinance violations in county jails); W.S. § 18-6-317 (governing contracts to house out-of-state prisoners in a county jail). The three 287(g) agreements purportedly entered into by Sheriff Kozak do not fall under any of these provisions and—even if they did—he did not obtain approval by the board of county commissioners before signing them.

The fact that sheriffs possess a limited authority to contract in these three specific situations demonstrates that the legislature did not intend for them to be able to contract in other situations. Under the statutory construction doctrine of *expression unius est exclusio alterius*, the fact that the state code “enumerates the subjects or things on which it is to operate” means that it must be read

“as excluding from its effect all those not expressly mentioned.” *Walters v. State ex rel. Wyoming Dep’t of Transp.*, 300 P.3d 879, 884 (Wyo. 2013); *Conrad v. Uinta Cnty. Republican Party*, 529 P.3d 482, 491 (Wyo. 2023) (noting that it is a “fundamental rule, that where there is an express provision, there shall not be a provision by implication”) (cleaned up).

Each of the agreements between the LCSO and ICE are contracts. “The basic elements of a contract are offer, acceptance and consideration.” *McLean v. Hyland Enter., Inc.*, 34 P.3d 1262, 1272 (Wyo. 2001). In all three agreements, ICE offered to train and certify LCSO officers to perform immigration enforcement activities—activities they would otherwise not be able to legally perform—and the LCSO accepted the offer.

The agreements also demonstrate consideration in the form of an exchange of mutual promises that impose legal liability. *See Mantle v. N. Star Energy & Constr. LLC*, 437 P.3d 758, 781 (Wyo. 2019). They allow ICE “to delegate state and local law enforcement officers the authority to perform specified immigration officer functions under ICE’s direction and oversight” and in exchange local “law enforcement officers will get access to ICE resources and training.” U.S. Immigration and Customs Enforcement, *Delegation of Immigration Authority Section 287(g) Immigration and Nationality Act*, <https://www.ice.gov/identify-and-arrest/287g>. Specifically, under all of the agreements, ICE promises to be responsible for providing instructors and training materials to train nominated LCSO deputies and for providing the salaries and benefits of all ICE personnel, including instructors and supervisors. (*Complaint*, Exh. A at 3; Exh. B at 4; Exh. C at 3). In exchange, the LCSO promises to be responsible for “personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution the [LCSO’s] mission [.]” the salaries and benefits, including any overtime, of all LCSO personnel being trained or performing duties under the agreements, and for providing all

administrative supplies and necessary safety equipment to carry out the agreements. *Id.* Therefore, each of the agreements is a contract under Wyoming law. *See also Villegas de la Paz v. Holder*, 640 F.3d 650, 652–53 (6th Cir. 2010) (noting that “[u]nder the so-called ‘287(g) program,’ . . . the Sheriff *has a contract* with DHS to perform certain federal immigration functions[.]”) (emphasis added).

Sheriff Kozak does not have the authority to enter into these contracts, and his previous actions demonstrate that he is aware that he needs to receive permission from the Laramie County Board of County Commissioners before entering into contracts—including contracts with other law enforcement agencies. In early 2025, Sheriff Kozak sought to enter an intergovernmental agreement with the U.S. Marshals Service to allow the LCSO to maintain custody of certain federal inmates. Rather than unilaterally entering the agreement, he drafted a memo to the County Commissioners and asked them to approve the contract in accordance with state law. (*Complaint*, Exh. D). More recently, Sheriff Kozak has requested approval from the county commission before agreeing to have the Laramie County jail featured in a reality television show—an arrangement that would surely require a contract. Ivy Secrest, *Sheriff seeks permission to let TV crew into Laramie County jail*, Wyoming Tribune Eagle (June 24, 2026), https://www.wyomingnews.com/laramieboomerang/news/sheriff-seeks-permission-to-let-tv-crew-into-laramie-county-jail/article_e1ada82f-76f3-4f9e-9d88-2106016e392a.html.

While 287(g) agreements are authorized by federal law, to be valid they must be “consistent with State and local law.” 8 U.S.C. § 1357(g)(1). As such, Wyoming law governs the question of whether these agreements are contracts and whether Sheriff Kozak is permitted to unilaterally enter such contracts. Wyoming’s code is clear that they are contracts and that he does not have the authority to enter them. Therefore, Sheriff Kozak and the LCSO entered these contracts in a

manner that exceeded their authority under state law, and the Court should find that Plaintiffs are likely to succeed on the merits of this claim.

B. Sheriff Kozak Does Not Have the Authority to Unilaterally Incur the Expenses Inherent to the 287(g) Agreements

Entering into the three 287(g) agreements required Sheriff Kozak and the LCSO to incur expenses they are not authorized to incur. W.S. § 18-6-313 states:

Nothing in W.S. 18-6-201 or 18-6-202 or 18-6-302 through 18-6-305 or 18-6-307 through 18-6-312 shall be construed as authorizing any board of county commissioners to give extra compensation to the county sheriff for performing the duties specified therein, or of incurring any expense on behalf of the county without the written authority of the board of county commissioners except as specifically provided.

The state's attorney general has explained that this provision "denies county sheriffs the authority to incur expenses on behalf of a county, except to the extent specifically provided for by statute or where they obtain written authorization from the board of county commissioners." Op. Att'y Gen. 90-005, 1990 WL 598301, at *2 (Wyo. A.G. Aug. 20, 1990).

For all three agreements, Sheriff Kozak agreed to be "responsible for the salaries and benefits, including overtime, of all its personnel being trained or performing duties under [the agreement] and of those personnel performing the regular functions of the [sheriff's office's] personnel while they are receiving training." (*Complaint*, Exh. A at 3; Exh. B at 4-5; Exh. C at 3). Additionally, by entering into the agreements, Sheriff Kozak agreed to take on all responsibility, costs, and liability for any deaths or injuries suffered by its personnel carrying out ICE's mission and agenda. (*Id.*, Exh. A at 4-5; Exh. B at 7-8; Exh. C at 4-5). Sheriff Kozak also agreed to be "responsible for providing all administrative supplies . . . necessary for normal office operations" and "for providing the necessary security equipment such as handcuffs, leg restraints, etc." (*Id.*, Exh. A at 3; Exh. B at 4-5; Exh. C at 3). Finally, the Task Force Model Agreement specifies that

the sheriff's office "will carry out designated functions at [its] own expense . . . [w]hether or not [it] receives financial reimbursement for such costs through a federal grant or other funding mechanism [.]” (*Id.*, Exh. B at 4). Therefore, these agreements clearly require Sheriff Kozak and the LCSO to incur expenses.

Local reporting has confirmed that the LCSO is incurring substantial expenses under these agreements. Between September 1, 2025, and January 31, 2026, the LCSO incurred roughly \$75,000 in expenses due to its participation in the 287(g) program. Ivy Secrest, *Sheriff Submits Invoices to ICE for Nearly \$75K for 287(g) Services*, Wyoming Tribune Eagle (February 19, 2026), https://www.wyomingnews.com/news/local_news/sheriff-submits-invoices-to-ice-for-nearly-75k-for-287-g-services/article_5eb31d69-c00a-4059-a203-510fc9d6a4e2.html. No statute authorizes Sheriff Kozak to incur these expenses or the other expenses inherent in the 287(g) agreements. Nor did the board of county commissioners grant the sheriff written authorization to incur these expenses. Therefore, Plaintiffs are likely to succeed on the merits of this claim.

C. Sheriff Kozak Did Not Comply with WAPA's Mandatory Rulemaking Process Before Entering the Agreements

Plaintiffs are also likely to succeed on their claim that, even if Sheriff Kozak had the authority to enter the contracts and incur the related expenses, the agreements are still invalid because he failed to comply with the rulemaking process in the Wyoming Administrative Procedures Act ("WAPA").

Wyoming law requires that "[p]rior to an agency's adoption, amendment or repeal of all rules other than interpretative rules or statements of general policy, the agency shall" comply with rulemaking process outlined in WAPA. W.S. § 16-3-103(a); *see also Mountain States Legal Foundation v. Hodel*, 668 F. Supp. 1466 (D. Wyo. 1987) ("[R]ulemaking in accordance with the Wyoming Administrative Procedure Act is necessary when a proposed action of an agency is

substantive or legislative, as opposed to interpretive.”). The legislature included this rulemaking process—including a notice and comment period—in WAPA to give interested members of the public a “voice in the formulation of rules.” Carmichael, David H. and Nicholas, David R. (1966) *The Wyoming Administrative Procedure Act*, Land & Water Law Review: Vol. 1 : Iss. 2 , pp. 497 – 517 at 499. Allowing space for public opinion is especially important here where the 287(g) agreements involve a substantial expansion of the LCSO’s powers and allow deputies to engage in immigration enforcement activities they otherwise would not have the authority to perform. Nothing prevented Sheriff Kozak from complying with this process before he signed the three agreements, yet he chose to ignore WAPA’s mandatory rulemaking process and forgo receiving any public input.

County sheriffs are “agencies” for purposes of WAPA. *Fisch v. Allsop*, 4 P.3d 204, 208 (Wyo. 2000) (rejecting a sheriff’s argument that his actions are not governed by WAPA and holding that sheriff actions “undertaken in an administrative role or accomplishing an executive function . . . remain subject to the review process designed for administrative agencies”); *see also Koessel v. Sublette Cnty. Sheriff’s Dep’t*, No. 11-CV-058, 2011 WL 13136010, at *7 n.5 (D. Wyo. Nov. 15, 2011), *aff’d*, 717 F.3d 736 (10th Cir. 2013) (“As a county employee, Sheriff Bardin is an ‘agency’ as defined by” WAPA). Therefore, Sheriff Kozak and the LCSO must comply with WAPA if they adopt or amend a substantive rule.

All three of the 287(g) agreements Sheriff Kozak purported to enter are attempts to adopt substantive rules. First, all three agreements are “rules” as defined in W.S. § 16-3-101 as they are “agency statement[s] of general applicability that implement[] policy [and] describe[] the organization, procedures, or practice requirements” of the LCSO. Specifically, these agreements implement the policy that the LCSO will cooperate with ICE to perform immigration enforcement

activities. (*See e.g. Complaint*, Exh. B at 1 (explaining in a section of the agreement titled “Policy” that the purpose of the agreement is to “set[] forth the scope of immigration officer functions that DHS is authorizing the [LCSO] personnel to perform”). The agreements also describe in detail the procedures and practice requirements the LCSO will follow when performing these immigration enforcement activities. (*Id.* (setting forth “with specificity” the duration, specific lines of authority, and supervisory structure that the LCSO agrees to)). Therefore, these agreements clearly meet WAPA’s definition of an agency “rule.”

All three agreements are also substantive rules. The “key distinction” between substantive and interpretive rules “is that substantive rules have a binding legal effect, while interpretive rules do not.” *Mountain Reg’l Servs., Inc. v. State ex rel. Dep’t of Health*, 326 P.3d 182, 185 (Wyo. 2014). These agreements all have a binding legal effect as they allow Sheriff Kozak and LCSO deputies to engage in immigration enforcement functions they otherwise would not have the authority to perform.

Immigration enforcement is the purview of the federal government. *Arizona v. United States*, 567 U.S. 387, 394-95 (2012). Against this backdrop, “[f]ederal law specifies limited circumstances in which state officers may perform the functions of an immigration officer”—such as the 287(g) program. *Id.* at 408. Without participation in such an agreement—and without the federal government’s written certification that LCSO have received adequate training to carry out the duties of an immigration officer—the LCSO would be legally prohibited from performing these activities. *Id.* at 408-09; (*see also Complaint*, Exh. A at 2; Exh. B at 2; Exh. C at 2 (“Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to

be performed” as provided by ICE instructors and must pass the corresponding examination)). Therefore, these agreements all have a “binding legal effect”—they allow LCSO deputies to legally perform immigration enforcement functions they otherwise would not have the authority to engage in—and are substantive rules. As such, Sheriff Kozak and the LCSO were legally required to comply with the rulemaking process in WAPA before adopting them. *See* W.S. 16-3-103(a). Because Sheriff Kozak did not comply with WAPA’s rulemaking requirements before entering into the 287(g) agreements, Plaintiffs are likely to succeed on this claim.

II. Plaintiffs Have Suffered Irreparable Injury

Before an injunction can be entered, Wyoming law also requires Plaintiffs to show that they “might suffer irreparable injury” in the absence of an injunction. *Degenfelder v. Wyoming Educ. Ass’n*, 589 P.3d 346, 354 (Wyo. 2026). “An injury is irreparable where it is of a peculiar nature, so that compensation in money cannot atone for it.” *Brown v. Best Home Health & Hospice, LLC*, 491 P.3d 1021, 1026 (Wyo. 2021) (cleaned up). Here, Plaintiffs have established the possibility of irreparable injury as a result of the 287(g) agreements.

First, by unilaterally entering into the 287(g) agreements, Sheriff Kozak deprived the Plaintiffs of multiple procedural rights guaranteed by state statutes. The Wyoming Public Meetings Act guarantees that meetings of the Laramie County Board of Commissioners are public events that members of the community have a right to attend. W.S. § 16-4-403(a). When Sheriff Kozak bypassed the Laramie County Board of County Commissioners, he deprived all plaintiffs of the ability to attend and participate in a public meeting related to the adoption of the agreements. Similarly, WAPA guarantees a robust notice and comment period before a sheriff adopts a substantive rule that Plaintiffs were unable to participate in because Sheriff Kozak did not comply with WAPA’s mandatory rulemaking process. *See* W.S. § 16-3-103(a). The opportunity to attend

governmental meetings and participate in public comment periods ensures our democracy remains open and transparent by giving members of the public a “voice in the formulation of rules.” Carmichael, David H. and Nicholas, David R. (1966) *The Wyoming Administrative Procedure Act*, Land & Water Law Review: Vol. 1 : Iss. 2 , pp. 497 – 517 at 499.

Recognizing this importance, courts regularly find that being deprived of such procedural rights constitutes irreparable injury in a preliminary injunction analysis; this is especially true when an agency bypasses a statutorily guaranteed procedural right to a notice and comment period, including under the Administrative Procedures Act—the federal counterpart to WAPA. *N. Mariana Islands v. United States*, 686 F. Supp. 2d 7, 17, 22 (D.D.C. 2009) (finding irreparable injury and issuing a preliminary injunction on grounds that the plaintiff was likely to succeed on its claim that an agency bypassed the APA’s notice and comment procedure); *Louisiana v. Becerra*, 577 F. Supp. 3d 483, 502 (W.D. La. 2022) (“Being deprived of a procedural right to protect [a plaintiff’s] concrete interests (by violation of . . . notice and comment requirements) is irreparable injury.”); Mila Sohoni, *Equity and the Sovereign*, 97 Notre Dame L. Rev. 2019, 2039 (2022) (noting that “depriving people of statutory procedural rights” is an injury that for preliminary injunction purposes is “almost automatically treated as irreparable”).¹ Therefore, all Plaintiffs have suffered irreparable injury due to Sheriff Kozak’s choice to enter into the 287(g) agreements without abiding by the relevant state laws.

¹ The Wyoming Supreme Court has recently reiterated that “[f]ederal authority remains persuasive with respect to the shared elements” of the state and federal preliminary injunction tests, including irreparable injury. *Degenfelder v. Wyoming Educ. Ass’n*, 589 P.3d 346, 354 at n. 5 (Wyo. 2026).

In addition to losing the opportunity to exercise these statutorily guaranteed rights, Juntos has had to take several actions to react to the harm these agreements are causing in the community. Significantly, Juntos has had to alter its long-term planning to respond to the impacts of the 287(g) agreements. This response includes dedicating staff time and resources to regularly fielding phone calls from members of the community asking for information about the 287(g) agreements, assisting families of people detained under the program with finding legal counsel, connecting families of people detained under the program with community resources to help alleviate the impact of having a loved one detained, and hosting information sessions and creating materials to inform community members about the 287(g) agreements. Taking these actions has required the organization to reallocate resources and staff time originally intended for other organizational priorities and has impeded efforts to expand events into new areas of the state. It has also impacted the manner in which Juntos conducts some events. The organization has begun to host events online rather than in person in response to the community's fear of being detained under the 287(g) agreements while traveling to or attending these events; this prevents the organization from creating the kind of connections and relationships with community members that require face-to-face interactions. (*Complaint* at ¶¶ 107-113).

Similarly, the Church has responded by creating a new ministry—the Friends of Immigrants Responding Ethically (“FIRE”) ministry that provides direct support to families impacted by or concerned about the impact of the 287(g) agreements. The need to create the FIRE ministry has caused other Church ministries to receive less attention and funding. (*Complaint* at ¶¶ 120-125).

Needing to divert resources away from their usual tasks and initiatives in a manner that frustrates specific initiatives and a group's broader organizational mission qualifies as irreparable

injury. *Am. Acad. of Pediatrics v. Kennedy*, 823 F. Supp. 3d 141, 171 (D. Mass. 2026) (finding such harm “compelling” for preliminary injunction purposes). Therefore, in addition to being likely to succeed on the merits of their claims, Plaintiffs have also all suffered irreparable injury as a result of Sheriff Kozak not complying with state law before entering the 287(g) agreements.

III. A Bond Should Not Be Required

Plaintiffs ask the Court to exercise its discretion and find that no bond is required under W.R.C.P. 65(c) since the defendants will not suffer any harm or monetary losses if the agreements are enjoined. *Operation Save Am. v. City of Jackson*, 275 P.3d 438, 466 (Wyo. 2012) (“[I]f the district court finds no likelihood of harm to the defendant, no bond is required.”). While the 287(g) agreements require the LCSO to incur costs, those costs are only incurred when the LCSO is actively operating under the 287(g) agreement and an injunction preventing such operations would not result in any monetary losses to the LCSO. (*Complaint*, Exh. A at 3, Exh. B at 4-5, Exh. C at 3 (specifying that the LCSO is responsible for the costs associated with officers “performing duties under” the agreements)).

Additionally, it is in the public interest to not require a bond in this case. The requested injunction is not for commercial gain but instead seeks to ensure that the LCSO did not violate state law when entering these agreements. Requiring a bond for Plaintiffs seeking injunctive relief for government violations of state law would discourage Wyomingites from holding public officials accountable and effectively dismantle the oversight function of WAPA. Therefore, Plaintiffs respectfully request that the Court find that no bond is required.

Dated this 30th day of June 2026.

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CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of June 2026, a true and correct copy of the foregoing document was served by File & Serve Xpress to:

Amy M. Iberlin
Williams, Porter, Day, & Neville PC

/s/Lacey Beck

of Lance & Hall LLP