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Clerk of District Court
Laramie County
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FILED

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**IN THE DISTRICT COURT, FIRST JUDICIAL DISTRICT
LARAMIE COUNTY, STATE OF WYOMING
DOCKET NO. _____**

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)

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

NATURE OF THE CASE

1. Sheriff Brian Kozak (“Kozak”) has violated Wyoming law by unilaterally signing three agreements with the United States Immigrant and Customs Enforcement Agency (“ICE”)

on behalf of the Laramie County Sheriff's Office ("LCSO") without legal authority to do so and without following the required procedures in the Wyoming Administrative Procedures Act ("WAPA"). *See* W.S. § 16-3-101 et seq.

2. The three agreements Sheriff Kozak purported to sign with ICE are often referred to as 287(g) agreements and they allow deputized members of the Sheriff's office to carry out certain federal immigration enforcement functions. *See* 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>.

3. Sheriff Kozak signing these agreements has resulted in a substantial expansion of the Sheriff's Office's activities. So much so that 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.

4. Wyoming sheriffs do not have limitless authority.

5. Instead, Wyoming sheriffs are limited to the authority granted to them by Wyoming law.

6. These laws establish a system of checks and balances in which different county officers each have their own powers, responsibilities, and limitations.

7. The authority to enter contracts resides with County Commissioners—not sheriffs. *See* W.S. § 18-2-101(a)(iv)

8. Also, Wyoming sheriffs lack the authority to incur expenses except when explicitly granted that authority by statute or when they obtain written permission from the county's Board of Commissioners.

9. Finally, as a government agency, when a Wyoming sheriff adopts a new substantive rule they must comply with the procedures in WAPA.

10. These laws and restrictions were deliberately and thoughtfully enacted by the legislature to ensure that no single government official is endowed with an excess of power and to guarantee that Wyoming residents have a forum to express their opinions to their elected officials before new policies are created or new expenses incurred.
11. Sheriff Kozak ignored these laws and restrictions when he unilaterally signed three agreements with ICE on behalf of the LCSO.
12. Plaintiffs Juntos, the Unitarian Universalist Church of Cheyenne, and Drew’s Barbershop have all been impacted by Sheriff Kozak’s *ultra vires* behavior and bring this action pursuant to W.S. § 1-37-103 and WAPA seeking declaratory and injunctive relief to prevent Sheriff Kozak’s continued implementation of these unlawful agreements. In support of this action, Plaintiffs aver as follows:

NATURE OF THE ACTION

I. 287(g) Agreements Between Local Law Enforcement and ICE

13. Immigrant enforcement is exclusively 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 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.
14. 287(g) agreements are contracts—they require the parties to exchange mutual promises that impose legal liability on each of them. *See Mantle v. N. Star Energy & Constr. LLC*, 437 P.3d 758, 784 (Wyo. 2019).

15. Under a 287(g) agreement, a state or local law enforcement officer “who is determined by the Attorney General to be qualified to perform a function of an immigration officer in relation to the investigation, apprehension, or detention of aliens in the United States . . . may carry out such function at the expense of the State or political subdivision and to the extent consistent with State and local law.” 8 U.S.C. § 1357(g)(1).
16. The authority of the Attorney General to enter these agreements was automatically transferred to the Department of Homeland Security—which oversees ICE—when the Department of Homeland Security was created in 2002. *See* 6 U.S.C. §§ 557 and 552(d).
17. ICE currently executes three types of 287(g) agreements: the Jail Enforcement Model, the Warrant Service Officer Model, and the Task Force Model.
18. 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.
19. 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.
20. 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
21. Federal law dictates that 287(g) agreements must be “consistent with State and local law.” 8 U.S.C. § 1357(g)(1).

22. As a result, federal and state courts look to state law to determine whether a sheriff has authority to enter into a 287(g) agreement. *See Nash v. Mikesell*, 557 P. 3d 369 (Col Ct App 2024); *County of Ocean v. Grewal*, 475 F. Supp. 3d 355, 383 (D. N.J. 2020); *Lopez-Flores v. Douglas County*, 2020 WL 2820143, at *4 (D. Or. May 30, 2020); *Renteria-Villegas v Metro Gov't of Nashville & Davidson County*, 2011 WL 4048523, at *11 (M.D. Tenn. 2011)).
23. In short, a sheriff can only enter into a 287(g) agreement if doing so is authorized by state law and complies with all state-law requirements.

II. Sheriff Kozak's 287(g) Agreements with ICE

24. Sheriff Kozak has purported to enter into three 287(g) agreements with ICE.
25. On May 16, 2025, Sheriff Kozak signed a Memorandum of Agreement purporting to enter into a Jail Enforcement Model 287(g) agreement. The agreement was signed by Todd Lyons, Acting Director of ICE on May 20, 2025.
26. Attached hereto is the "JAIL ENFORCEMENT MODEL AGREEMENT" marked as Exhibit A and incorporated herein by reference.
27. On May 16, 2025, Sheriff Kozak signed a Memorandum of Agreement purporting to enter into a Task Force Model 287(g) agreement. The agreement was signed by Madison Sheahan, Deputy Director of ICE on June 11, 2025.
28. Attached hereto is the "TASK FORCE MODEL AGREEMENT" marked as Exhibit B and incorporated herein by reference.
29. On May 5, 2025, Sheriff Kozak signed a Memorandum of Agreement purporting to enter into a Warrant Service Officer Model 287(g) agreement. The agreement was signed by Madison Sheahan, Deputy Director of ICE on June 12, 2025.

30. Attached hereto is the “WARRANT SERVICE OFFICER MODEL AGREEMENT” marked as Exhibit C and incorporated herein by reference.
31. These purported agreements grant the Laramie County Sheriff’s Office and its employees sweeping authority to enforce immigration law within the county.
32. For instance, under the purported Task Force Model agreement alone, deputized officers may: question any person they believe to be present in the United States unlawfully; arrest, without a warrant, those they believe are in the United States unlawfully; serve and execute arrest warrants for immigrant violations; process for immigration removal and detention those who have been arrested for state and federal criminal offenses; issue immigration detainers themselves; prepare immigration-specific charging documents, including a Notice to Appear in immigration court; obtain evidence—including biometric data—on behalf of ICE; take and maintain custody of individuals arrested by ICE, or another State or local law enforcement agency on behalf of ICE, including for arrests solely for violations of immigration laws; and transport individuals to ICE detention facilities. (Exhibit B at 2-3).
33. The agreements also make clear that Sheriff Kozak agrees to carry out these functions at his office’s own expense.
34. 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.” Sheriff Kozak also agreed to be “responsible for providing all administrative supplies (e.g. paper, printer toner) necessary

- for normal office operations” and “for providing the necessary security equipment such as handcuffs, leg restraints, etc.” (Exhibit A at 3); (Exhibit B at 4-5); (Exhibit C at 3).
35. Additionally, the Task Force Model Agreement specifies that the LCSO “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 [.]” (Exhibit B at 4).
36. By entering into the agreements, Sheriff Kozak also 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. (Exhibit A at 4-5); (Exhibit B at 7-8); (Exhibit C at 4-5).
37. As such, Sheriff Kozak’s agreements with ICE require Laramie County to spend county tax dollars and personnel resources to carry out activities that are normally reserved for federal immigration enforcement agents; the agreements also expose the county to liability for actions taken pursuant to the agreements.
38. The agreements include a representation by the signatories that they are “fully authorized to enter into this MOA.” (Exhibit A at 7); (Exhibit B at 9); (Exhibit C at 7).
39. All three agreements specify that ICE’s signatory is authorized to enter into the 287(g) agreements as the Secretary of the Department of Homeland Security has delegated the Department’s authority to enter these agreements to ICE. (Exhibit A at 1); (Exhibit B at 1); (Exhibit C at 1).
40. For all three agreements, Sheriff Kozak was the sole signatory on behalf of the LCSO. (Exhibit A at 7); (Exhibit B at 9); (Exhibit C at 7).
41. These agreements have resulted in a substantial expansion of the LCSO’s activities.

42. At least thirty LCSO deputies and Sheriff Kozak have completed training to perform immigration enforcement duties for ICE.
43. Since October 2025, the LCSO has made three hundred total immigration arrests under the task force model agreement.
44. 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/>
45. These agreements have also caused the LCSO to incur substantial expenses.
46. 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 Secret, *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
47. While the LCSO requested reimbursement for those expenses from ICE, other counties in the state have struggled with obtaining ICE reimbursements and the Task Force Model Agreement that the LCSO remains responsible for expenses incurred under it “[w]hether or not [the LCSO] receives financial reimbursement” from ICE. *Id.*; (Exhibit B at 4).

III. Sheriff Kozak Does Not Have the Authority to Unilaterally Enter 287(g) Agreements with ICE

48. Wyoming counties are subdivisions of the state, not sovereign entities; as such they only possess 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).
49. As county officers, Wyoming sheriffs do not have inherent powers—they only have the power expressly granted to them by statute or reasonably implied from the powers granted.
50. The duties and authority of Wyoming sheriffs are codified at W.S. § 18-3-601 et seq.—titled “County Sheriffs.”
51. Additional duties and authority related to Wyoming sheriffs’ management of county jails are codified at W.S. § 18-6-301 et seq.—titled “Jails Generally.”
52. The duties and authority of Wyoming sheriffs do not include the authority to unilaterally enter contracts on behalf of the Sheriff’s Office.
53. Instead, state law grants the power to enter contracts to a county’s Board of Commissioners. *See* W.S. § 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[.]”).
54. In contrast to the general power to contract granted to Boards of County Commissioners, state law only grants Wyoming sheriffs the authority to enter into contracts in three situations—all three of which concern housing certain inmates in the county jail and all three of which require the contracts to be approved by the relevant board of county

commissioners. *See* W.S. § 18-6-314 (allowing a sheriff to contract with a community correctional facility for the housing of certain county jail prisoners “[s]ubject to approval by the board of county commissioners”); W.S. § 18-6-316 (allowing a sheriff to contract with municipalities to house prisoners charged or sentenced for municipal ordinance violations in county jails “[s]ubject to approval by the board of county commissioners”); W.S. § 18-6-317 (allowing a sheriff to contract to house out of state prisoners in a county jail “[s]ubject to approval by the board of county commissioners”).

55. Outside of these three situations, Wyoming sheriffs do not possess the authority to enter into contracts on behalf of their Sheriff’s Offices.
56. Additionally, W.S. § 18-6-313 “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.” No. 90-005, 1990 WL 598301, at *2 (Wyo. A.G. Aug. 20, 1990).
57. Sheriff Kozak’s previous actions demonstrate that he is aware that he needs to receive permission by the Laramie County Board of County Commissioners before entering into contracts—including contracts with other law enforcement agencies—and before incurring expenses.
58. 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.

59. Attached hereto is Sheriff Kozak's request for approval of an intergovernmental agreement with the U.S. Marshals Service marked as Exhibit D and incorporated herein by reference.
60. Similarly, on July 1, 2025, Sheriff Kozak sought to enter a memorandum of understanding with other county agencies concerning security procedures for the Laramie County Governmental Complex. Again, rather than unilaterally entering into this agreement, Sheriff Kozak recognized he did not have the authority to do so and instead sought approval from the Board of County Commissioners.
61. Attached hereto is "JULY 1, 2025 BOARD OF COUNTY COMMISSIONERS FOR LARAMIE COUNTY MEETING AGENDA" marked as Exhibit E and incorporated herein by reference with agenda item 7 reflecting the Sheriff's request for approval before entering an agreement with other law enforcement agencies.
62. On September 16, 2025, Sheriff Kozak sought and obtained the approval of the County Commission before submitting grants to the Wyoming Office of Homeland Security for funds for lock boxes and portable radios.
63. Attached hereto is "SEPTEMBER 16, 2025 BOARD OF COUNTY COMMISSIONERS FOR LARAMIE COUNTY MEETING AGENDA" marked as Exhibit F and incorporated herein by reference with agenda items 11 and 12 reflecting the Sheriff's request for approval before submitting grants to the Wyoming Office of Homeland Security for funds for lock boxes and portable radios.
64. On December 16, 2025, Sheriff Kozak sought and obtained the approval of the County Commission before submitting a grant to the Department of Justice for a grant that would

allow the Sheriff's office to purchase up to 21 bullet proof vests in the amount of \$15,500.94.

65. Attached hereto is "December 16, 2025 BOARD OF COUNTY COMMISSIONERS FOR LARAMIE COUNTY MEETING AGENDA" marked as Exhibit G and incorporated herein by reference with agenda item 4 reflecting the Sheriff's request for approval before submitting grants to the Department of Justice for bullet proof vests.
66. 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.
67. Laramie County residents were not given an opportunity to contact the county commission, publicly testify for or against, or otherwise participate in the democratic process to express their opinion on the LCSO entering the 287(g) agreements with ICE before Sheriff Kozak purported to enter the agreements.
68. As such, Sheriff Kozak's attempt to enter the three 287(g) agreements constitutes an *ultra vires* action and exceeds his authority under state law

IV. Sheriff Kozak Failed to Comply with the Wyoming Administrative Procedures Act's Rulemaking Process When Entering the 287(g) Agreements

69. The Wyoming Administrative Procedures Act ("WAPA") 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 the rulemaking process outlined in WAPA. W.S. § 16-3-103(a).
70. WAPA defines an agency as "any authority, bureau, board, commission, department, division, officer or employee of the state, a county, city or town or other political

subdivision of the state, except the governing body of a city or town, the state legislature, the University of Wyoming, the judiciary, the consensus revenue estimating group as defined in W.S. 9-2-1002 and the investment funds committee created by W.S. 9-4-720[.]” W.S. § 16-3-101(b)(i).

71. Wyoming sheriffs meet WAPA’s definition of “agency” and are subject to the Act’s requirements. *See Fisch v. Allsop*, 4 P.3d 204 (Wyo. 2000); *Koessel v. Sublette Cnty. Sheriff’s Dep’t*, No. 11-CV-058, 2011 WL 13136010, at *7 (D. Wyo. Nov. 15, 2011), *aff’d*, 717 F.3d 736 (10th Cir. 2013).
72. As an agency, Sheriff Kozak and the LCSO must comply with WAPA if they adopt or amend a substantive rule.
73. “Rule” is defined in WAPA to mean any “agency statement of general applicability that implements, interprets and prescribes law, policy or ordinances of cities and towns, or describes the organization, procedures, or practice requirements of any agency.” W.S. § 16-3-101(b)(ix).
74. WAPA recognizes two types of rules, substantive rules and interpretive rules; “specific procedures must be followed in order to adopt, amend, or repeal a substantive rule, while ‘interpretative rules or statements of general policy’ are exempt from these formal procedures.” *Mountain Reg’l Servs., Inc. v. State ex rel. Dep’t of Health*, 326 P.3d 182, 184 (Wyo. 2014).
75. 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).

76. All three of the 287(g) 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.

77. Moreover, all three of the 287(g) agreements Sheriff Kozak purported to enter are attempts to adopt substantive rules since, if appropriately entered into, they would have the binding legal effect of allowing Laramie County Sheriff officers to perform immigration-related duties that they would otherwise not have the authority to perform.

78. Before an agency can adopt a substantive rule, it must first “[g]ive at least forty-five (45) days notice of its intended action.” W.S. § 16-3-103(a)(i).” Among other things, this notice must include:

- i. “The time when, the place where and the manner in which interested persons may present their views on the intended action;”
- ii. “A statement of the terms and substance of the proposed rule or a description of the subjects and issues involved;”
- iii. “If new rules, a statement that they are new rules and a citation of the statute which authorizes adoption of the rules;”
- iv. “The place where an interested person may obtain a copy of the proposed rules;” and
- v. “A concise statement of the principal reasons for adoption of the rule. In compliance with *Tri-State Generation and Transmission Association, Inc. v. Environmental Quality Council*, 590 P.2d 1324 (Wyo. 1979), the statement shall include a brief explanation of the substance or terms of the rule and the basis and purpose of the rule[.]” *Id.*

79. Next, the agency must “[a]fford all interested persons reasonable opportunity to submit data, views or arguments, orally or in writing” and, “[i]n the case of substantive rules, opportunity for oral hearing shall be granted if requested by twenty-five (25) persons, or by a governmental subdivision, or by an association having not less than twenty-five (25) members[.]” W.S. § 16-3-103(a)(ii).
80. The adopting agency must also “consider fully all written and oral submissions respecting the proposed rule” and, in some situations, must respond in writing to a person who objects to the proposed rule. W.S. § 16-3-103(a)(ii)(B)-(C).
81. Even after the notice and comment periods, a new rule is not valid until it has been filed with the registrar of rules. W.S. § 16-3-102(b) (“No agency rule, order or decision is valid or effective against any person or party, nor may it be invoked by the agency for any purpose, until it has been filed with the registrar of rules and made available for public inspection as required by this act.”); *see also* W.S. § 16-3-103(c) (“[n]o rule is valid unless submitted, filed and adopted in substantial compliance with” these requirements).
82. “‘Registrar of rules’ for local agency rules means the county clerk of the county in which the rule is to be effective[.]” W.S. § 16-3-101(b)(viii).
83. If an agency passes a substantive rule in a manner that does not comply with WAPA, then this Court has the power to “[h]old unlawful and set aside” such actions. W.S. § 16-3-114(a) and (c)(ii)(D).
84. Sheriff Kozak also did not comply with WAPA’s rulemaking process before signing the 287(g) agreements.

85. Sheriff Kozak did not provide notice in accordance with W.S. § 16-3-103(a)(i) before entering the agreements.
86. Sheriff Kozak did not “[a]fford all interested persons reasonable opportunity to submit data, views or arguments, orally or in writing” and, “[i]n the case of substantive rules, opportunity for oral hearing . . . if requested by twenty-five (25) persons, or by a governmental subdivision, or by an association having not less than twenty-five (25) members” as required by W.S. § 16-3-103(a)(ii) before entering the agreements.
87. Sheriff Kozak did not file the 287(g) agreements with the Laramie County Clerk—the designated registrar of rules in Laramie County—as required by W.S. § 16-3-102(b). *See* W.S. § 16-3-101(b)(viii) (“‘Registrar of rules’ for local agency rules means the county clerk of the county in which the rule is to be effective[.]”).
88. Instead, Sheriff Kozak unilaterally decided to enter into three different 287(g) agreements with ICE, on behalf of the LCSO, without following WAPA’s mandatory rule making process and without seeking or obtaining the approval of the county’s governing body—the Laramie County Board of Commissioners.
89. If an agency passes a substantive rule in a manner that does not comply with WAPA, then Wyoming’s courts have the power to “[h]old unlawful and set aside” such actions.
90. Because Sheriff Kozak entered the 287(g) agreements without following WAPA’s rule making procedures, the agreements are invalid and this court should hold these agreements to be unlawful and set them aside.
91. For all of the reasons stated, Plaintiffs are entitled to declaratory and injunctive relief and plaintiffs seek a declaration that the three 287(g) agreements purportedly signed on behalf of the LCSO are “[i]n excess of statutory jurisdiction, authority or limitations or lacking

statutory right” and were entered into “[w]ithout observance of procedure required by law.” W.S. § 16-3-114(c)(ii)(C)-(D); *see also* W.S. § 16-3-102(b) (“No agency rule, order or decision is valid or effective against any person or party, nor may it be invoked by the agency for any purpose, until it has been filed with the registrar of rules and made available for public inspection as required by this act.”); W.S. § 16-3-103(c) (“[n]o rule is valid unless submitted, filed and adopted in substantial compliance with” these requirements).

JURISDICTION AND VENUE

92. This Court has personal jurisdiction over all parties pursuant to W.S. § 5-1-107.
93. This Court has subject matter jurisdiction for this action pursuant to W.S. § 1-37-102 and W.S. § 16-3-114.
94. Venue for this action is proper in Laramie County pursuant to W.S. § 1-5-104 and W.S. § 1-5-105 because a substantial part of the events or omissions giving rise to Plaintiffs’ claims occurred in this judicial district and Defendant resides or is located in this judicial district.

PARTIES

I. Plaintiffs

A. Juntos

95. Juntos is a 501(c)(3) non-profit organization dedicated to advocating for immigrants and marginalized communities across Wyoming.
96. Its mission is to educate, organize, and advocate with people of all backgrounds to eradicate discrimination and inequality in all its forms. It is committed to building power at the local level to address unjust actions and policies throughout the State of Wyoming

that target the immigrant community. The organization's primary focus is on protecting Wyoming's immigrant families and communities of color from systemic discrimination.

97. Because Sheriff Kozak failed to abide by his legal obligations with regard to the 287(g) agreements by bypassing the Laramie County Commission and ignoring WAPA's rulemaking requirements, Juntos was unable to engage in a transparent and democratic process regarding the adoption of the agreements and has had to take multiple, ongoing actions in response to the agreements being in effect.
98. Sheriff Kozak's choice to enter these agreements unilaterally and without following the rulemaking procedures in WAPA deprived Juntos of the opportunity to practice its foundational pillar of building power locally by empowering directly impacted individuals to lead advocacy, lobbying, and coalition-building efforts.
99. Because of Sheriff Kozak's unilateral actions, Juntos was unable to engage in advocacy and lobbying efforts such as educating members of the county commission about the harms posed by 287(g) agreements and encouraging members of the county commission to vote against entering the agreements.
100. Due to Sheriff Kozak's unilateral actions, Juntos' leadership and staff were unable to organize other members of the community to speak to county commissioners and encourage them to oppose the adoption of these agreements.
101. Because Sheriff Kozak entered the 287(g) agreements without following WAPA's rulemaking process, Juntos was unable to participate in a notice and comment period regarding the adoption of this substantial expansion of the Sheriff's activities in Laramie County.

102. If there had been an opportunity for public comment before Sheriff Kozak entered into the purported 287(g) agreement with ICE, Juntos leadership and staff would have participated in the process and publicly opposed the agreements.
103. If there had been an opportunity for public comment before Sheriff Kozak entered into the purported 287(g) agreement with ICE, Juntos would have encouraged others to participate in the process and oppose the agreements.
104. If there had been an opportunity for public comment before Sheriff Kozak entered into the purported 287(g) agreement with ICE, Juntos would have organized to ensure that at least twenty-five interested persons requested an oral hearing pursuant to W.S. § 16-3-103(a)(ii).
105. Juntos has participated in similar public comment periods in the past.
106. The loss of such opportunities for public speech and the ability to petition the government are widely recognized to be irreparable injuries. *See Heideman v. S. Salt Lake City*, 348 F.3d 1182, 1190 (10th Cir. 2003).
107. In addition to missing out on the opportunity to engage in the democratic process before the agreements were entered into, the existence of 287(g) agreements has caused Juntos to take several actions to react to the harm these agreements are causing in the community.
108. Juntos has had to alter its long-term planning to respond to the impacts of the 287(g) agreements.
109. This response includes dedicating staff time and resources to regularly fielding an average of five to ten phone calls per week from members of the community asking for information about the 287(g) agreements.

110. It also includes 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.
111. 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.
112. Juntos has also had to alter its budget to account for the impact of the 287(g) agreements on community members. This includes creating an emergency fund to help cover rental assistance, utilities, groceries, and attorneys' fees resulting from immigration detention under the 287(g) agreements.
113. Juntos 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.
114. For the above reasons, Juntos has a personal stake and tangible interest in the outcome of this case and has been aggrieved and adversely affected by the actions it challenges.
115. The controversy at issue in this case is present and ongoing—not theoretical, future, or uncertain—and a declaratory judgment by the Court will terminate the controversy by eliminating the need for Juntos to take the above actions.

B. Unitarian Universalist Church of Cheyenne

116. The Unitarian Universalist Church of Cheyenne (“UU of Cheyenne” or the “Church”) is a non-profit religious congregation based in Laramie County.
117. The Church’s core principles include affirming and promoting: the inherent worth and dignity of every person; justice, equity and compassion in human relations; acceptance of one another and encouragement to spiritual growth in congregations; and the right of conscience and the use of the democratic process within its congregations and in society at large.
118. Because Sheriff Kozak failed to abide by his legal obligations with regard to the 287(g) agreements—choosing instead to bypass the Laramie County Commission and ignore WAPA’s rulemaking requirements—the Church was unable to engage in a transparent and democratic process regarding the adoption of the agreements.
119. In response to the agreements, the Church has had to take multiple, ongoing actions to counter the harm the agreements are causing in the community—these actions include redirecting funds and establishing a ministry dedicated to providing support for those impacted by the 287(g) agreements.
120. In response to the existence of the agreements and the harm the Church has observed them causing in the community, the Church has formed the Friends of Immigrants Responding Ethically (“FIRE”) ministry. The FIRE ministry provides direct support to local families impacted by or concerned about the impact of the 287(g) agreements.
121. To fund the FIRE ministry, the Church redirected roughly \$4,000 in beneficent funds that have since been distributed to help impacted community members who have

had family members detained under the 287(g) program. In the absence of the invalidly entered 287(g) agreements, these funds would be used for other Church priorities.

122. The FIRE ministry has additionally gathered and distributed roughly \$6,000 worth of food and household supplies to community members who have been impacted by the 287(g) agreements. In the absence of the invalidly entered 287(g) agreements, these goods would have been shared with partner organizations that distribute food and items for other groups in need.
123. To date, between food, household supplies, cash, and gift cards, the FIRE ministry has distributed close to \$10,000 in assistance to members of the community who have been impacted by the 287(g) agreements in Laramie County.
124. The activities of the FIRE ministry are ongoing.
125. The need to create the FIRE ministry has caused other Church ministries to receive less attention and funding.
126. The Church has taken steps to minimize contact with the LCSO due to the existence of the 287(g) agreements. For instance, due to fear that contacting the LCSO will endanger participants at public events, the Church has revised a previous process regarding when to contact law enforcement if an issue arises during an event.
127. In response to a concern that LCSO officers would arrive at the Church to conduct immigration enforcement activities authorized by the 287(g) agreements, the Church also added signage on external doors and at several points throughout the building to clarify which areas were open to the public and which were private areas.
128. Additionally, Sheriff Kozak's choice to unilaterally enter these agreements and to not comply with the rulemaking procedures in WAPA deprived the Church of the

opportunity to practice its core principle of using the democratic process within its congregation and in society at large.

129. Because of Sheriff Kozak’s unilateral actions, the Church was unable to educate its members about 287(g) agreements before they were adopted. If Sheriff Kozak had complied with the law, the Church would have utilized the opportunity to make members aware of the potential harms these agreements can cause and to inform the congregation about the process by which they could voice their opinion on the issue to the appropriate decisionmakers.

130. For the above reasons, the Church has a personal stake and tangible interest in the outcome of this case and has been aggrieved and adversely affected by the actions it challenges.

131. The controversy at issue in this case is present and ongoing—not theoretical, future, or uncertain—and a declaratory judgment by the Court will terminate the controversy by eliminating the need for the Church to take the above actions.

C. Drew’s Barbershop

132. Drew’s Barbershop (“the Barbershop”) has been providing barbering services to the Cheyenne community since 2020.

133. It is owned by Drew Weston and Andrea Shipley and provides haircuts, shaves, and executive treatments by highly skilled barbers.

134. Attracting and retaining skilled barbers who are both trusted by existing customers and who can attract new customers is a critical part of the Barbershop’s business.

135. In April of 2025, Carlos Montes began working as a barber at Drew’s barbershop.

136. Montes was a talented barber licensed by the Wyoming Board of Barber Examiners and had legal authorization to work in the country.
137. Montes was personable and able to bring in new customers to the Barbershop.
138. He gave back to his community by giving free haircuts at a food pantry once a month.
139. He quickly became a valuable member of the Drew's Barbershop team and increased the business' income.
140. On November 26, 2025, Montes was pulled over by a Laramie County Sheriff's deputy while driving with his family, including his pregnant partner.
141. The initial stop was for an inoperable headlight.
142. Pursuant to authority granted via the 287(g) agreements, the LCSO took Montes into custody.
143. In the absence of the 287(g) agreements, Montes would not have been detained by the LCSO due to his immigration status.
144. Other than previous traffic violations, Montes did not have a criminal history.
145. Montes' family spent the next few weeks unable to contact him or learn where he was being held. They spent a considerable amount of time and resources trying to locate Montes but were confronted with confusing and contradictory information until they eventually learned that he had been deported to Nicaragua.
146. The arrest, detention, and eventual deportation of Montes had an immediate impact on the Barbershop.
147. Without Montes' services, the Barbershop began to lose revenue.

148. Additionally, in an attempt to resolve the issue, the Barbershop's owners took several actions that further reduced the time they were able to dedicate to their business.
149. The owners spent a substantial amount of time reaching out to ICE in an attempt to learn about Montes' whereabouts and status.
150. The owners met with the office of the Governor of Wyoming to explain the impact Montes' detention was having on their business and to request he intervene and assist with locating Montes—unfortunately the Governor's office was unable to learn of Montes' whereabouts from ICE.
151. As a result of the lost revenue from Montes no longer working at the shop, the owners of the Barbershop have decided to sell the business.
152. Sheriff Kozak's choice to enter these agreements unilaterally and without following the rulemaking procedures in WAPA deprived the owners of the Barbershop of the opportunity to testify publicly at county commission meetings about the impacts the agreements would have on their business and other local businesses.
153. Because Sheriff Kozak entered the 287(g) agreements without following WAPA's rulemaking process, the Barbershop was unable to participate in a notice and comment period regarding the adoption of this substantial expansion of the Sheriff's activities in Laramie County.
154. If there had been an opportunity for public comment before Sheriff Kozak entered into the purported 287(g) agreement with ICE, the Barbershop would have participated in the process and publicly opposed the agreements.

155. If there had been an opportunity for public comment before Sheriff Kozak entered into the purported 287(g) agreement with ICE, the Barbershop would have encouraged other local businesses to participate in the process and oppose the agreements.

156. For the above reasons, the Church has a personal stake and tangible interest in the outcome of this case and has been aggrieved and adversely affected by the actions it challenges.

II. Defendant

157. Defendant Sheriff Brian Kozak (“Kozak”) was elected Sheriff of Laramie County, Wyoming on November 8, 2022. In May 2025, Sheriff Kozak unilaterally signed three memoranda of agreements with ICE which represented that he had the authority to do so.

158. The Laramie County Sheriff’s Office is one of the largest Sheriff’s Offices in the state with approximately 230 full-time employees. It is a named party in the three 287(g) agreements with ICE that violate state law.

CAUSES OF ACTION

COUNT ONE—ULTRA VIRES AGREEMENT—VIOLATION OF W.S. § 18-2-101

COME NOW Plaintiffs Juntos, UU of Cheyenne, and Drew’s Barbershop and for their cause of action against Sheriff Kozak state as follows:

Plaintiffs hereby replead and incorporate herein by reference paragraphs 1-158 of this Complaint, the same as if fully set out herein.

159. Sheriff Kozak exceeded his authority and violated W.S. § 18-2-101 when signing each of the three purported 287(g) agreements with ICE.

160. Signing each agreement required Sheriff Kozak to enter a contract he did not have legal authority.

161. As a result of Sheriff Kozak's *ultra vires* action, Plaintiffs have been harmed and continue to experience irreparable harm. *See Brown v. Best Home Health & Hospice, LLC*, 491 P.3d 1021, 1026 (Wyo. 2021) (explaining that a preliminary injunction requires a showing of probable success and possible irreparable injury to the plaintiff).

162. Plaintiffs have a personal stake and tangible interest in the outcome of this case and have been aggrieved and adversely affected by the actions it challenges. *Williams v. Bd. of Cnty. Commissioners of Johnson Cnty.*, 579 P.3d 1128, 1132 (Wyo. 2025) (emphasizing that in order to seek relief under the Uniform Declaratory Judgment Act that Plaintiffs interests must be distinguishable from that which could be raised by any citizen).

163. The controversy at issue in this case is present and ongoing; it is a controversy upon which the judgment of the court may effectively operate; it is a controversy the judicial determination of which will have the force and effect of a final judgment in law or decree in equity upon the rights, status or other legal relationships of one or more of the Plaintiffs; and the proceedings to resolve this controversy will be genuinely adversary in character and advanced with sufficient militancy to engender a thorough research and analysis of the major issues. *Id.* (elaborating on the additional requirements to pursue declaratory relief).

WHEREFORE, Plaintiffs pray for declaratory judgment against Defendants, Sheriff Brian Kozak and the LCSO pursuant to W.S. § 1-37-101 et seq. Plaintiffs ask this Court to issue a declaration that the Jail Enforcement Model 287(g) agreement signed by Sheriff Kozak on May 16, 2025, the Task Force Model 287(g) agreement signed by Sheriff Kozak on May 16, 2025, and the Warrant Service Officer Model 287(g) agreement signed by Sheriff Kozak on May 5, 2025 are each invalid and of no effect as his signing these agreements violated W.S. § 18-2-101. Plaintiffs request a declaration that county commissioners, not sheriffs, possess the authority to enter into

the agreements in question. Plaintiffs additionally request this court grant preliminary and permanent injunctive relief preventing Sheriff Kozak, the Laramie County Sheriff's Office, and all Laramie County Deputies from engaging in any immigration enforcement activities contained in any of the three agreements. Plaintiffs also request an award of costs, including attorneys' fees, to Plaintiffs, pursuant to W.S. § 1-37-112 and any other relief that the Court deems just and equitable or that continued proceedings reveal Plaintiff is entitled to.

**COUNT TWO—ULTRA VIRES AGREEMENT— VIOLATION OF W.S. §
18-6-313**

COME NOW Plaintiffs Juntos, UU of Cheyenne, and Drew's Barbershop and for their second cause of action against Sheriff Kozak state as follows:

Plaintiffs hereby replead and incorporate herein by reference paragraphs 1-158 of this Complaint, the same as if fully set out herein.

164. Sheriff Kozak exceeded his authority and violated W.S. § 18-6-313 when signing each of the three purported 287(g) agreements with ICE.
165. Signing each agreement required Sheriff Kozak to incur expenses he did not have legal authority to incur.
166. As a result of Sheriff Kozak's *ultra vires* action, Plaintiffs have been harmed and continue to experience irreparable harm. *See Brown v. Best Home Health & Hospice, LLC*, 491 P.3d 1021, 1026 (Wyo. 2021) (explaining that a preliminary injunction requires a showing of probable success and possible irreparable injury to the plaintiff).
167. Plaintiffs have a personal stake and tangible interest in the outcome of this case and have been aggrieved and adversely affected by the actions it challenges. *Williams v. Bd. of Cnty. Commissioners of Johnson Cnty.*, 579 P.3d 1128, 1132 (Wyo. 2025)

(emphasizing that in order to seek relief under the Uniform Declaratory Judgment Act that Plaintiffs interests must be distinguishable from that which could be raised by any citizen).

168. The controversy at issue in this case is present and ongoing; it is a controversy upon which the judgment of the court may effectively operate; it is a controversy the judicial determination of which will have the force and effect of a final judgment in law or decree in equity upon the rights, status or other legal relationships of one or more of the Plaintiffs; and the proceedings to resolve this controversy will be genuinely adversary in character and advanced with sufficient militancy to engender a thorough research and analysis of the major issues. *Id.* (elaborating on the additional requirements to pursue declaratory relief).

WHEREFORE, Plaintiffs pray for declaratory judgment against Defendants, Sheriff Brian Kozak and the LCSO pursuant to W.S. § 1-37-101 et seq. Plaintiffs ask this Court to issue a declaration that the Jail Enforcement Model 287(g) agreement signed by Sheriff Kozak on May 16, 2025, the Task Force Model 287(g) agreement signed by Sheriff Kozak on May 16, 2025, and the Warrant Service Officer Model 287(g) agreement signed by Sheriff Kozak on May 5, 2025 are each invalid and of no effect as his signing these agreements violated W.S. § 18-6-313. Plaintiffs request a declaration that county commissioners, not sheriffs, possess the authority to incur the expenses contained in the agreements in question. Plaintiffs additionally request this court grant preliminary and permanent injunctive relief preventing Sheriff Kozak, the Laramie County Sheriff's Office, and all Laramie County Deputies from engaging in any immigration enforcement activities contained in any of the three agreements. Plaintiffs also request an award of costs, including attorneys' fees, to Plaintiffs, pursuant to W.S. § 1-37-112 and any other relief that the Court deems just and equitable or that continued proceedings reveal Plaintiff is entitled to.

COUNT THREE—VIOLATION OF WAPA—W.S. § 16-3-101 ET SEQ.

COME NOW Plaintiffs Juntos, UU of Cheyenne, and Drew's Barbershop and for their third cause of action against Sheriff Kozak state as follows:

Plaintiffs hereby replead and incorporate herein by reference paragraphs 1-158 of this Complaint, the same as if fully set out herein.

169. Sheriff Kozak exceeded his authority and violated WAPA by signing each of the three purported 287(g) agreements with ICE without following the Act's mandatory rulemaking procedure.

170. As a result of Sheriff Kozak's *ultra vires* action, Plaintiffs have been harmed and continue to experience irreparable harm. *See Brown v. Best Home Health & Hospice, LLC*, 491 P.3d 1021, 1026 (Wyo. 2021) (explaining that a preliminary injunction requires a showing of probable success and possible irreparable injury to the plaintiff).

171. Plaintiffs have a personal stake and tangible interest in the outcome of this case and have been aggrieved and adversely affected by the actions it challenges. *Williams v. Bd. of Cnty. Commissioners of Johnson Cnty.*, 579 P.3d 1128, 1132 (Wyo. 2025) (emphasizing that in order to seek relief under the Uniform Declaratory Judgment Act that Plaintiffs interests must be distinguishable from that which could be raised by any citizen).

172. The controversy at issue in this case is present and ongoing; it is a controversy upon which the judgment of the court may effectively operate; it is a controversy the judicial determination of which will have the force and effect of a final judgment in law or decree in equity upon the rights, status or other legal relationships of one or more of the Plaintiffs; and the proceedings to resolve this controversy will be genuinely adversary in character

and advanced with sufficient militancy to engender a thorough research and analysis of the major issues. *Id.* (elaborating on the additional requirements to pursue declaratory relief). WHEREFORE, Plaintiffs pray for declaratory judgment against Defendants, Sheriff Brian Kozak and the LCSO pursuant to W.S. § 16-3-114(c)(ii) holding unlawful and setting aside the three 287(g) agreements that Sheriff Kozak purportedly entered in violation of WAPA. Plaintiffs additionally request this court grant preliminary and permanent injunctive relief preventing Sheriff Kozak, the Laramie County Sheriff's Office, and all Laramie County Deputies from engaging in any immigration enforcement activities contained in any of the three agreements. Plaintiffs also request any other relief that the Court deems just and equitable or that continued proceedings reveal Plaintiff is entitled to.

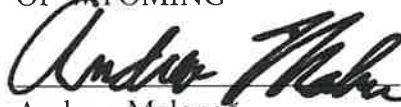
Dated this 26th day of May 2026.

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*Application for Pro Hac Vice Pending