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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.)

PLAINTIFFS' RESPONSE TO DEFENDANTS' MOTION TO DISMISS

INTRODUCTION

Defendants Brian Kozak and the Laramie County Sheriff's Office ("Defendants"), have moved to dismiss Plaintiffs' Complaint pursuant to Rule 12(b)(1) and 12(b)(6) of the Wyoming Rules of Civil Procedure. In their Memorandum in Support of their Motion to Dismiss ("*Defendants' Memo*"), Defendants argue that Plaintiffs' Complaint should be dismissed because Plaintiffs failed to comply "with the mandatory jurisdictional prerequisites" of the Wyoming Governmental Claims Act ("WGCA") and that Plaintiffs lack standing. (*Defendants' Memo* at 2). Defendants' arguments are flawed—and their arguments regarding the WGCA's procedural requirements rely almost exclusively on overruled cases and assertions that are directly contradicted by controlling precedent. Defendants do not dispute that Plaintiffs have standing to pursue their claims under WAPA. Plaintiffs have all asserted detailed injuries that distinguish their interests from those of the general public; these injuries have impacted the organizations' interests and required them to use their resources to counteract the resulting harm. Plaintiffs have standing. This Court should deny their motion.

ARGUMENT

I. The WGCA Is Not Jurisdictional, Can Be Waived, and Does Not Apply to Plaintiffs' Claims for Non-Monetary Relief

Defendants' arguments regarding the WGCA rely on overruled precedent and are foreclosed by controlling case law. First, Defendants repeatedly assert that the WGCA's procedural requirements are jurisdictional and unwaivable and that Plaintiffs' lack of compliance with the WGCA's notice requirements means they "have failed to invoke the Court's subject matter jurisdiction." (*Defendants' Memo* at 7; *see also* at 1 ("Plaintiffs' action is barred because they have failed to comply with the mandatory, jurisdictional prerequisites of the WYOMING GOVERNMENTAL CLAIMS ACT[.]"), at 3 (stating that failure to comply with the WGCA "is an absolute bar to suit and divests the courts of subject matter jurisdiction"), at 5 (asserting that the WGCA's "Requirements Are Jurisdictional" and "unwaivable"), at 5-6 ("[C]ompliance with the [WGCA's] claim presentment statute is a jurisdictional prerequisite.")). Accordingly, Defendants bring their motion to dismiss for failure to comply with the WGCA pursuant to W.R.C.P. 12(b)(1) arguing that the supposed noncompliance "deprives the Court of subject matter jurisdiction." (*Id.* at 2).

However, in *Harmon v. Star Valley Med. Ctr.*, the Wyoming Supreme Court concluded "that the claim requirements of § 1–39–113 of the WGCA . . . are not jurisdictional, and that they therefore can be waived." 331 P.3d 1174, 1182 (Wyo. 2014). In doing so, the Court also overruled any previous cases "to the extent that these cases characterize the notice requirements set out in § 1–39–113 of the WGCA . . . as jurisdictional." *Id.* at 1182-83. This alone warrants denial of Defendants' motion to dismiss pursuant to W.R.C.P. 12(b)(1) as the *Harmon* Court found that "the failure to execute [a WGCA] claim as required does not deprive the district court of subject matter jurisdiction." *Id.* at 1187.

Even if Defendants moved to have the WGCA claim dismissed pursuant to W.R.C.P. 12(b)(6), they would still fail to raise proper grounds for dismissal. Defendants argue that the case should be dismissed because the WGCA's requirements are a "clear, mandatory, and non-negotiable process that every claimant must follow before bringing an action against a governmental entity." (*Defendants' Memo* at 2). More specifically, Defendants argue that the WGCA's notice requirements are "not limited to claims for monetary damages." (*Id.* at 6). Both assertions—that the WGCA applies to all claims against the government and that it is not limited to claims for monetary damages—ignore rulings from the state Supreme Court holding the opposite.

The Wyoming Supreme Court has been clear that the WGCA does not apply to all claims against governmental entities and specifically does not apply to claims seeking non-monetary declaratory relief. The Court first addressed this issue shortly after the passage of the WGCA in *Rocky Mountain Oil & Gas Ass'n v. State*, 645 P.2d 1163 (Wyo. 1982). As in this case, *Rocky Mountain Oil & Gas Ass'n* involved a question of which governmental agency possessed the authority to exercise a specific power. *Id.* at 1165. In deciding that the judiciary was not precluded from reaching the merits of the claims, the Court held that it is only "when a declaratory judgment action also involves contract or tort claims, [that] the Governmental Claims Act applies." *Hochalter v. City of Gillette*, 120 P.3d 674, 679 (Wyo. 2005) (summarizing the holding of *Rocky Mountain Oil & Gas Ass'n*).

More recently, in *Hochalter v. City of Gillette*, the state Supreme Court reiterated that "[c]ertainly, there are legal claims which can be made against governmental entities pursuant to the Declaratory Judgments Act which do not constitute governmental claims subject to the Governmental Claims Act[.]" *Id.* It explained that these claims include requests for the Court to interpret a statute or administrative rule—as Plaintiffs are requesting this Court to do. *Id.* The Court then clarified that the WGCA only applies to declaratory judgment actions "when a claim is made which, if successful, will require the expenditure of governmental money in satisfaction[.]" *Id.*

The Wyoming Supreme Court regularly follows this rule—not requiring WGCA compliance unless a plaintiff seeks monetary damages from governmental entities. In fact, *Coffinberry v. Bd. of Cnty. Comm'rs of Cnty. of Hot Spring*—which Defendants mischaracterize in their brief (*Defendants' Memo* at 6)—illustrates this very point. 192 P.3d 978 (Wyo. 2008). In *Coffinberry*, a contractor submitted an unsuccessful bid to lease and manage certain airport facilities. *Id.* After his bid was not selected, he filed "a Petition for Declaratory Judgment in which he sought monetary damages in the amount of his bid, a declaration that the contract awarded was null and void, and a determination of his 'rights, status or other legal relations as allowed by'" the Declaratory Judgment Act. *Id.* at 979. The Court began its analysis by determining that the contractor did not comply "with the required claims procedures contained in the Wyoming Governmental Claims Act[.]" *Id.* at 980. This failure meant that the Court gave "no further consideration to the claim *for monetary damages*." *Id.* (emphasis added). However, the failure to comply with the WGCA was not fatal to the non-monetary claims for declaratory relief and the Court proceeded to analyze the remaining claims on the merits. If Defendants' argument that the WGCA should apply to all claims for declaratory relief were correct, the Court would have had no need for this additional analysis. *See also Laughter v. Bd. of Cnty. Comm'rs for Sweetwater Cnty.*, 110 P.3d 875, 879 (Wyo. 2005) (similarly finding a failure to comply with the WGCA dispositive for monetary claims but not for claims for non-monetary relief).

Here, Plaintiffs are neither seeking monetary damages nor bringing tort or contract claims.[1] Therefore, under black-letter law, the WGCA's procedural requirements do not apply to this suit and Plaintiffs ask this Court to deny Defendants' Motion to Dismiss on these grounds.

II. Plaintiffs Have Standing to Pursue Their Claims

A. Plaintiffs Have Standing to Pursue Claims for Declaratory Judgment

Enshrined in the Wyoming Constitution's Declaration of Rights is the guarantee that "[a]ll courts shall be open and every person for an injury done to person, reputation or property shall have justice administrated without sale, denial, or delay." Wyo. Const. art. 1, § 8. The Wyoming

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[1] While Plaintiffs dispute Sheriff Kozak's authority to unilaterally enter contracts with ICE, they are not seeking to enforce contractual rights; as such, none of Plaintiffs claims are contract claims.

Supreme Court has relied on this provision to find that "the job of the judiciary is to apply the rule of law to dispense justice, not to seek ways to bar the door to the courts." *Mahaffy v. State*, 486 P.3d 170, 175 (Wyo. 2021). Under this principle, if the allegations contained in a complaint for declaratory judgment "admit of any possibility that they may be the 'proper subject of relief,'" the Court should not deprive the plaintiffs of the opportunity to litigate their claims on the merits. *Martinez v. Associates Financial Servs. Co.*, 891 P.2d 785, 788 (Wyo. 1995).

For Plaintiffs to show that they have raised a "proper subject of relief" for declaratory judgment, they must have "a personal stake" in the case. *Carnahan v. Lewis*, 273 P.3d 1065, 1071 (Wyo. 2012). When considering whether an appropriate interest exists, the Wyoming Supreme Court has adopted a four-part test, commonly referred to as the *Brimmer* test: (1) the parties must have "existing and genuine, as distinguished from theoretical, rights or interests"; (2) "the controversy must be one upon which the judgment of the court may effectively operate, as distinguished from a debate or argument evoking a purely political, administrative, philosophical or academic conclusion"; (3) "the judicial determination" of the controversy must "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 real parties in interest, or, wanting these qualities be of such great and overriding public moment as to constitute the legal equivalent of all of them"; and (4) "the proceedings must be genuinely adversary in character and not a mere disputation." *Allred v. Bebout*, 409 P.3d 260, 270 (Wyo. 2018) (quoting *Brimmer v. Thomson*, 521 P.2d 574, 578 (Wyo. 1974)).

When considering these factors in the context of a motion to dismiss, the Court must accept the facts alleged in the complaint as true and view them in the light most favorable to the Plaintiffs. *Id.* at 268. Additionally, when a case involves matters of sufficient public interest, "the requirement of a justiciable controversy may be relaxed[.]" *Id.* at 270 (quoting *Maxfield v. State*, 294 P.3d 895 (Wyo. 2013)). Thus, while a matter of great public importance alone is not sufficient to confer standing, courts may relax all four elements of standing in consideration of the public interest factor. *Id.* at 272 (rejecting the argument that all four elements of the standing test "must be satisfied before the public interest is considered"). Plaintiffs meet all four elements of the standard *Brimmer* test. And given that this case involves matters of sufficient public interest that the elements of the test should be relaxed, Plaintiffs' standing is even more clear.

1. All Parties Have Existing and Genuine Rights or Interests

To satisfy the first element of the *Brimmer* test, Plaintiffs must "show a 'perceptible,' rather than a 'speculative' harm from the [challenged] action[.]" *The Tavern, LLC v. Town of Alpine*, 395 P.3d 167, 176 (Wyo. 2017) (cleaned up). Defendants concede that Drew's Barbershop satisfies this requirement[2] but dispute that Juntos and the Church can meet this standard.

Juntos and the Church have both altered their budgets and programming to counteract the harms caused by the Defendants' actions under the 287(g) agreements. Two Wyoming Supreme Court decisions confirm that these harms confer standing for Juntos and the Church and refute Defendants' contention that Juntos and the Church cannot meet this element "by choosing to spend [their] own resources." (*Defendants' Memo* at 10).[3] First, in *Protect Our Water Jackson Hole v.*

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[2] Defendants allege that the Barbershop's claim "fails for lack of causation" as standing "requires that the alleged injury be 'fairly traceable' to the defendant's challenged conduct. (*Defendants' Memo* at 10). The *Brimmer* test does not mention traceability, but the Wyoming Supreme Court has noted that the federal traceability requirement for standing is similar to the second element of the *Brimmer* test. *William F. W. Ranch, LLC v. Tyrrell*, 206 P.3d 722, 727 n.2 (Wyo. 2009). As such, Plaintiffs will address this claim *infra.*

[3] Defendants cite no authority to support their claim that an organization choosing to spend its own resources can never establish standing.

Wyoming Dep't of Env't Quality, the Court allowed that an organization's expenditures can establish harm for standing purposes if they are pled with sufficient specificity and are appropriately connected to a challenged action. 566 P.3d 181 (Wyo. 2025). In that case, an environmental group sought a declaratory judgment that a permit had been wrongly issued and that the septic system authorized by the permit resulted in a financial impact on the organization. *Id.* at 183-84. The group argued that they had a tangible interest in the outcome of the case because they had previously expended funds related to monitoring and improving the quality of the body of water into which the septic system would run. *Id.* at 184. They also alleged that the impact of the septic system allowed by the permit would "'increase the costs' of its water quality improvement efforts generally[.]" *Id.* at 188. The Court accepted that an organization's expenditure of funds could serve as the basis for standing as long as the expenditures described are appropriately specific, are not conclusory, and are sufficiently connected to the challenged action. *Id.* Similarly, in *Northern Laramie Range Foundation v. Converse County Board of County Commissioners*, the state Supreme Court recognized that a nonprofit could establish injury for standing if it "separate[d] its asserted injury from that of the general public" by explaining its planned programs and how those programs would be harmed by the challenged action. 290 P.3d 1063, 1075-76 (Wyo. 2012).[4] Here, Juntos and the Church have both described with specificity the actions that they have had to take in response to the challenged 287(g) agreements and have appropriately connected these financial and programming changes to those agreements.

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[4] *Northern Laramie Range Foundation* involved an appeal of agency action under WAPA which, as discussed below, involves a different standing analysis. However, in *Protect our Water Jackson Hole*, the Court found this analysis persuasive for the first element of the *Brimmer* test. 566 P.3d at 187 n.4.

Juntos—an organization dedicated to protected Wyoming's immigrant families—has had to establish an emergency fund to help cover rental assistance, utilities, groceries, and attorneys' fees resulting from immigrants being detained under the 287(g) agreements; creating this emergency fund forced the organization to alter its budget. (*Complaint* at ¶¶ 96, 112). In addition to the monetary impact on the organization, Juntos has also dedicated staff time and resources to fielding and responding to calls from members of the community concerned about and seeking information related to the 287(g) agreements. (*Id.* at ¶ 109). Juntos has similarly dedicated staff time and resources to assisting the families of people detained under the 287(g) agreements by connecting these families with community resources to help alleviate the impact of having a loved one detained and also by hosting information sessions and creating materials to inform community members about the 287(g) agreements. (*Id.* at ¶ 110). Additionally, due to community members' fear of being detained under the 287(g) agreements, the organization has begun to host events online rather than in person which prevents it from creating the connections and relationships that require face-to-face interactions. (*Id.* at ¶ 113). All of these actions have been taken directly in response to the existence of the 287(g) agreements unilaterally entered into by Sheriff Kozak, have collectively caused the organization to alter its long-term planning, and have impeded its efforts to expand events into new areas of the state. (*Id.* at ¶ 111).

The Church has also had to alter its budgeting and programming in response to the 287(g) agreements. It formed the Friends of Immigrants Responding Ethically ("FIRE") ministry to provide direct support to local families impacted by or concerned about the impact of the 287(g) agreements. (*Id.* at ¶ 120). To initially fund the FIRE ministry, the Church redirected roughly $4,000 in beneficent funds that have since been distributed to those who have had family members detained pursuant to the 287(g) agreements. (*Id.* at ¶ 121). The FIRE ministry has also gathered and distributed roughly $6,000 worth of food and household supplies to community members who have been impacted by the 287(g) agreements—meaning that in total the Church 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. (*Id.* at ¶ 123). In the absence of these agreements, these funds would have been directed towards other Church priorities. (*Id.* at ¶¶ 121-22, 125).

These are not "generalized grievances" common to the public at large (*Defendants' Memo* at 9)—they are detailed, specific harms these organizations have suffered and continue to suffer as a result of the 287(g) programs. If Plaintiffs are correct that Defendants lacked the authority to unilaterally enter into the 287(g) agreements, Juntos and the Church should never have had to devote significant time and resources to supporting community members swept up in the LCSO's mass immigration arrests. As such, Juntos and the Church have "separate[d] [their] asserted injury from that of the general public." *Northern Laramie Range Foundation*, 290 P.3d at 1075-76.

In addition to these budgetary and programming impacts, because of Sheriff Kozak's decision to bypass the Laramie County Commission, Juntos lost the opportunity to lobby county commissioners to oppose the agreements and to organize other members of the community to do the same. (*Complaint* at ¶¶ 99-100). Juntos' very mission is to engage in such organizing and advocacy and to build "power at the local level to address unjust actions and policies . . . that target the immigrant community"—such as the 287(g) agreements. (*Id.* at ¶ 96). Similarly, the Church lost the ability to educate its members about the potential harm that could flow from local law enforcement partnering with ICE through the 287(g) program and to inform them that they could contact their county commissioners prior to an official vote on whether to enter the agreements.[5] (*Id.* at ¶ 129). One of the Church's core principles is to use the democratic process within its congregation and in society at large yet they were unable to do so here because of Sheriff Kozak's unilateral actions. (*Id.* at ¶ 128).

Defendants argue that this deprivation "of the opportunity to participate in the democratic process and engage in lobbying efforts . . . is not a legally cognizable injury; it is a complaint shared by any citizen or organization who disagrees with a governmental decision" and that the "law does not grant standing to every person who feels they were not adequately consulted on a policy matter." (*Defendants' Memo* at 9). However, Plaintiffs do not merely disagree with the governmental decision or "feel[] they were not adequately consulted on a policy matter[;]" they allege that Sheriff Kozak and the LCSO violated the law in a way that directly impacted their organizational missions and deprived them of a statutorily guaranteed procedural right. *See* W.S. § 16-4-403(a) (guaranteeing that county commission meetings are public events that members of the community have a right to attend). For all of these reasons, the Plaintiffs have established that they meet the first element of the *Brimmer* test.

2. *Plaintiffs Satisfy the Remaining Elements of the Brimmer Test*

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[5] Drew's Barbershop also suffered an injury from its inability to exercise its statutorily guaranteed procedural rights. (*Complaint* at ¶¶ 152-55). However, as referenced above, Defendants argue that the shop's "claim fails for lack of causation[,]" not for lack of an injury. (*Defendants' Memo* at 10).

Plaintiffs also satisfy the remaining *Brimmer* elements.[6] The second prong of the *Brimmer* test requires that "the controversy must be one upon which the judgment of the court may effectively operate, as distinguished from a debate or argument evoking a purely political, administrative, philosophical or academic conclusion." *Brimmer*, 521 P.2d at 578. In other words, the "court's decision must have some practical effect upon the litigants." *Reiman Corp. v. City of Cheyenne*, 838 P.2d 1182, 1187 (Wyo. 1992).

A decision granting Plaintiffs' requested relief that the three 287(g) agreements be declared invalid would have a practical effect for all Plaintiffs. As discussed above, Juntos and the Church are actively expending money and other organizational resources to counteract ongoing harms caused by these agreements. A finding that the agreements are invalid would allow them to use those resources for other purposes.

Defendants argue that the Barbershop's "claim fails for lack of causation" as standing "requires that the alleged injury be 'fairly traceable' to the defendant's challenged conduct." (*Defendants' Memo* at 10). Specifically, they claim that the Barbershop's injury was caused by the arrest and subsequent deportation of its employee who would have been subject to federal immigration law regardless of whether an ICE agent or an LCSO deputy effectuated his arrest. (*Id.*).

As an initial matter, this argument should be rejected because traceability is not a requirement under the *Brimmer* test; instead, it is required to satisfy Article III of the United States Constitution and to have standing to proceed in federal court. *Compare Lujan v. Defenders of*

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[6] Other than alleging that Drew's Barbershop's injuries are not fairly traceable to the 287(g) agreements—a claim that potentially implicates the second *Brimmer* element—Defendants do not dispute that Plaintiffs satisfy the remainder of the *Brimmer* test.

Wildlife, 504 U.S. 555, 560-61 (1992) (including traceability as part of Article III standing), *with Allred v. Bebout*, 409 P.3d 260, 269 (Wyo. 2018) (holding that federal standing law does not govern cases in Wyoming state court). That is because the Wyoming Constitution has no comparable provision to the U.S. Constitution's "case or controversy" requirement of Article III and instead has provisions "providing for access to courts." *Allred*, 409 P. 3d at 269.

Even recognizing that the Wyoming Supreme Court has observed in a footnote that the federal traceability requirement for standing is similar to the second element of the *Brimmer* test, *William F. W. Ranch, LLC v. Tyrrell*, 206 P.3d 722, 727 n.2 (Wyo. 2009), Defendants' argument still fails because it ignores the facts of this case. The Barbershop's employee was stopped by an LCSO deputy, not an ICE agent. (*Complaint* at ¶ 140). In the absence of the 287(g) agreements, this deputy would not have been able to detain the employee due to his immigration status. (*Id.* at ¶ 142). The very purpose of the 287(g) agreements is to train and deputize local law enforcement officers to enforce immigration law in situations when ICE cannot be present; thus the agreements are clearly the cause of the employee's detention and the Barbershop's resulting financial injury.

The third element of the *Brimmer* test requires that a judicial determination have the force and effect of a final judgment in law or in equity. *Brimmer*, 521 P.2d at 578. A judgment declaring the 287(g) agreements invalid would prevent their enforcement and thus 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 real parties in interest[.]" *Id.*

The fourth and final *Brimmer* element requires that the "proceedings must be genuinely adversary in character and not a mere disputation, but advanced with sufficient militancy to engender a thorough research and analysis of the major issues." *Brimmer*, 521 P.2d at 578. Plaintiffs' demonstrated interest in reducing the harms caused by the existing 287(g) agreements meets this fourth and final prong. Therefore, Plaintiffs meet all elements of the *Brimmer* test and have standing to pursue their claims for declaratory relief.

3. *This Case Concerns a Matter of Great Public Interest and the Standing Requirements Should be Relaxed*

When a case involves matters of sufficient public interest, "the requirement of a justiciable controversy may be relaxed[.]" *Allred*, 409 P.3d at 270 (quoting *Maxfield v. State*, 294 P.3d 895 (Wyo. 2013)). This case involves multiple matters of significant public interest and the Court should relax the *Brimmer* standing requirements accordingly. First, as a result of Defendants' participation in the 287(g) program, the LCSO's activities have been substantially expanded. (*Complaint* at ¶ 41). At least thirty LCSO deputies and Sheriff Kozak have completed training to perform immigration enforcement duties for ICE, the LCSO has made at least three hundred immigration arrests, and during a weeklong period earlier this year the LCSO had the greatest number of immigration arrests in the country of any local or state law enforcement certified to enforce immigration law. (*Id.* at ¶¶ 42-44). These figures show that on a practical level, the validity of the agreements in question—and in turn the legality of the LCSO's extensive participation in federal immigration enforcement—is a matter of great public interest.

The legal questions in this case also present a matter of great public interest. This case asks whether the Laramie County Sheriff has authority to enter agreements that expand the duties and 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. It presents weighty questions about the rule of law and separation of powers. This case will also provide clarity to other law enforcement agencies in the state who have entered into 287(g) agreements, or who are considering entering into these agreements, regarding which state laws must be complied with for the agreements to be valid. Therefore, when considering the *Brimmer* test, this Court should do so using a relaxed standard.

B. <u>Plaintiffs Have Standing to Pursue Their Claims Under WAPA</u>

Plaintiffs have brought this action under the Declaratory Judgment Act and WAPA. (*Complaint* at ¶ 12). These two acts have different standards by which Plaintiffs can establish standing. As discussed at length above, plaintiffs seeking a declaratory judgment must satisfy the four-part *Brimmer* test; in contrast, WAPA's test for standing permits a claim from "any person aggrieved or adversely affected in fact by a final decision of an agency in a contested case, or by other agency action or inaction, or any person affected in fact by a rule adopted by an agency[.]" W.S. § 16-3-114(a). Here, Plaintiffs have standing for their WAPA claim independent of their standing under the *Brimmer* test. *See HB Fam. Ltd. P'ship v. Teton Cnty. Bd. of Cnty. Commissioners*, 468 P.3d 1081, 1088-89 (Wyo. 2020) (clarifying that the *Brimmer* test is not applicable to claims brought pursuant to WAPA).

The Wyoming Supreme Court has found that when a governmental agency fails to comply with a mandatory notice and comment period even potential injuries and indirect harms can satisfy WAPA's standing requirement. In *Hoke v. Moyer*, the Teton County Board of Commissioners made several decisions which affected the zoning density of a parcel of real estate within the county. 865 P.2d 624, 626-27 (Wyo. 1993). These decisions were challenged by a man who lived in a subdivision adjacent to the rezoned land and he alleged that the county had not held a required notice and comment period before taking this action. *Id.* The Court found that because the man lived close to the rezoned property, it was possible that he could suffer harms "such as increased traffic and congestion" and those potential harms entitled him to judicial review of the county's actions. *Id.* at 628.

And, as discussed above, in *Northern Laramie Range Foundation v. Converse County Board of County Commissioners*, the state Supreme Court recognized that a nonprofit could establish injury for standing under WAPA if it "separate[d] its asserted injury from that of the general public" by explaining its planned programs and how those programs would be harmed by the challenged action. 290 P.3d 1063, 1075-76 (Wyo. 2012). This is similar to the relevant requirement under the federal Administrative Procedures Act; if an agency does not provide required information—such as by not conducting a mandatory notice and comment period—an organization can demonstrate an injury if the agency's omission "injured the organization's interest" and the "organization used its resources to counteract that harm." *Ctr. for Biological Diversity v. Bernhardt*, 442 F. Supp. 3d 97, 109 (D.D.C. 2020) (internal quotations and citations omitted), *aff'd sub nom. Ctr. for Biological Diversity v. Haaland*, 849 F. App'x 2 (D.C. Cir. 2021).

As established previously in this brief, Plaintiffs have demonstrated that their organizational interests, budgets, and programming have all been directly impacted by the 287(g) agreements. Additionally, the inability to participate in the statutorily guaranteed notice and comment period has also harmed the Plaintiffs. If there had been a notice and comment period Juntos—an organization whose core mission revolves around "building power at the local level to address unjust actions and policies . . . that target the immigrant community"—would have participated to oppose the agreements as an organization, would have encouraged others to do the same, and would have ensured that an oral hearing was held on the issue pursuant to W.S. § 16-3-103(a)(ii). (*Complaint* at ¶¶ 101-04). Similarly, if there had been an opportunity, the Church would have practiced its core principle of using the democratic process by educating its members about the potential harms that could be caused by these agreements and informing them about how they could participate in the notice and comment period. (*Id.* at ¶ 129). Finally, Drew's Barbershop was deprived of the opportunity to participate in the notice and comment period opposing the agreements and to encourage other local businesses to do the same. (*Id.* at ¶¶ 153-55).

Defendants do not dispute that Plaintiffs have standing to pursue their claims under WAPA. (*See Defendants' Memo* at 9 (referencing the injury needed under the Uniform Declaratory Judgments Act but remaining silent on WAPA's requirements)). And, as explained in this brief, Plaintiffs have all asserted detailed injuries that distinguish their interests from those of the general public; these injuries have impacted the organizations' interests and required them to use their resources to counteract the resulting harm. Therefore, this Court should find that Plaintiffs have statutory standing for their WAPA claim in addition to standing for their declaratory judgment claims.

Plaintiffs ask this Court to deny Defendants' Motion to Dismiss.

Dated this 14th day of July 2026.

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CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of July 2026, a true and correct copy of the foregoing document was served by first-class mail, postage prepaid, and addressed to:

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

of Lance & Hall LLP