

**STATE OF MINNESOTA****DISTRICT COURT****COUNTY OF FREEBORN****THIRD JUDICIAL DISTRICT**Jeremy Corey-Gruenes, Daphne Hamborg,  
Leslie Kaup, Jim Margadant,

Case Type: Other Civil

Court File No.: \_\_\_\_\_

Judge: \_\_\_\_\_

Plaintiffs,

v.

**COMPLAINT FOR DECLARATORY AND  
INJUNCTIVE RELIEF**The County of Freeborn, Freeborn County  
Sheriff's Office, Freeborn County Sheriff  
Ryan Shea, in his official and personal  
capacities.

Defendants.

---

On March 26, 2025, Freeborn County Sheriff Ryan Shea unilaterally entered into a 287(g) agreement with Immigration and Customs Enforcement ("ICE") that is illegal under Minnesota law and that will burden Freeborn County taxpayers with additional expenditures and expose Freeborn County to legal liability. The 287(g) agreement purports to authorize the Sheriff's Office to execute civil immigration warrants and to hold, at no cost to the federal government, federal immigration detainees past the time they would otherwise be released from criminal custody under Minnesota law.

But Minnesota law does not authorize a state law enforcement officer to execute or honor civil immigration warrants, so depriving a person of their liberty for even one minute beyond the time they would otherwise be released violates the Minnesota Constitution and exposes the county to significant legal liability for false arrest. Nor does Minnesota law permit a sheriff to unilaterally enter into an agreement with the federal government. And Minnesota law does not allow a county board to retroactively approve an agreement entered into by a county sheriff in violation of Minnesota law.

Plaintiffs, all Freeborn County taxpayers, ask this Court to declare the actions of Freeborn County Sheriff Ryan Shea and the County Board to be illegal ultra vires acts because the 287(g) agreement violates Minnesota law, bypassed required county procedures relating to the transparent and responsible expenditure of public funds, and exposes taxpayers such as Plaintiffs to bear costs and legal liability for unauthorized arrests and unlawful detention.

In September, 2025, Minnesota Attorney General Keith Ellison sent a letter to the Freeborn Sheriff Ryan Shea, which stated that under Minnesota law a 287(g) agreement must be entered into by the board of county commissioners, not the sheriff's office, and that arresting immigration detainees pursuant to ICE warrants violates Minnesota law even if done pursuant to a valid 287(g) agreement and may expose the county or officers to liability. In response, Freeborn Sheriff Ryan Shea approached the County Board with a request that his illegal 287(g) agreement with ICE be retroactively ratified. In that meeting, the Sheriff provided a perfunctory explanation of the 287(g) agreement and falsely claimed that the agreement would not cost the County anything. In the five minutes spent on this agenda item prior to the board's ratification, no comments were solicited from taxpayers, no information about the costs that would be borne by County taxpayers was provided, and there was no explanation of the associated risks and liability the 287(g) agreement would create.

In retroactively attempting to ratify the Sheriff's procedural illegality, the County Board ignored the illegal activity authorized by the 287(g) agreement and failed to consider the actual costs that will be borne by the taxpayers of Freeborn County: personnel fees, training, overtime, and administrative costs as enumerated in three paragraphs of the agreement; reallocation of resources away from County priorities in service of an entity—ICE—that has a current outstanding debt to Freeborn County and a history of not timely paying its bills; and exposure to legal liability

as repeatedly demonstrated by successful challenges to illegal detainers in Minnesota and across the nation.

Plaintiffs are entitled to open and transparent political representation, and the responsible and legal use of public funds. The County Board ratified an illegal agreement with ICE and the Court can and should resolve this issue by declaring the actions of Freeborn Sheriff Ryan Shea in signing the 287(g) agreement, and the actions of the County Board in retroactively approving the illegal agreement, to be ultra vires. As ultra vires acts, Freeborn County, the Freeborn Sheriff's Office, and Freeborn Sheriff Shea are therefore prohibited from taking actions pursuant to the 287(g) agreement because such actions are outside the scope of their legal authority, and they should be temporarily and permanently enjoined from taking any action pursuant to the illegal 287(g) agreement.

### **PARTIES, JURISDICTION, AND VENUE**

1. Jeremy Corey-Gruenes is a resident and taxpayer with a primary home address in Albert Lea, which is located in Freeborn County, Minnesota. Corey-Gruenes and his wife have paid property taxes to Freeborn County each year since 2001. Corey-Gruenes has worked as an English teacher at Albert Lea High School since 2001, and the mayor of Albert Lea recently appointed Corey-Gruenes to the city's Human Rights Commission. As a taxpayer, Corey-Gruenes objects to the County spending uncompensated County tax dollars for County officers to receive training that will be used to make unauthorized arrests in violation of Minnesota law. Corey-Gruenes is aware that Minnesota Attorney General Keith Ellison has warned the Freeborn Sheriff and the Board of Commissioners about the legal risks of taking actions pursuant to this 287(g) agreement, and he is concerned that future unauthorized arrests will result in legal liability to the County that will result in expenses that have to be borne by taxpayers. Corey-Gruenes is also

concerned that the 287(g) agreement will erode trust in local law enforcement and make crime victims afraid to cooperate with the Sheriff's Office or seek protective orders.

2. Daphne Hamborg is a resident and taxpayer with a primary home address in Albert Lea, which is located in Freeborn County, Minnesota. Hamborg pays property taxes each year to Freeborn County. For many years, Hamborg was a pastor for the Bear Lake Concordia Lutheran Church and the St. Paul Lutheran Church, both located in rural Freeborn County. Hamborg has roots in Freeborn County dating back over a century, and her family attended the First Lutheran Church of Albert Lea. Although Hamborg is "not an activist or political by nature," she "do[es] not agree to [her] property taxes being spent by Freeborn County to train and pay our jail officers to unlawfully arrest people at ICE's request, when there is no legal basis for doing this, and it violates Minnesota's constitution and Minnesota's laws." Hamborg is likewise concerned that actions taken pursuant to the 287(g) agreement will result in lawsuits and Freeborn County having to pay damages to people who are illegally arrested or detained. Hamborg is also concerned that the 287(g) agreement will degrade public safety by making people more afraid to report when they are victims of crimes.

3. Leslie Kaup is a resident and taxpayer with a primary home address in Albert Lea, which is located in Freeborn County, Minnesota. Along with her husband, she runs a small business in Albert Lea. Kaup and her husband pay property taxes to Freeborn County each year. As a taxpayer, Kaup has concerns that Freeborn County's 287(g) agreement with ICE will result in her property taxes being used to train and pay County employees to engage in actions that violate Minnesota law, and that if actions are taken pursuant to the 287(g) agreement, the County will be found liable for illegally arresting people for ICE.

4. Jim Margadant is a resident and taxpayer with a primary home address in Geneva, which is located in Freeborn County, Minnesota. Margadant and his wife pay property taxes each year to Freeborn County. Margadant has roots in Freeborn County stretching back to 1888, and attended junior high and senior high in Albert Lea where he played football and wrestled. Margadant was once a deputy state's attorney in South Dakota and worked with the county sheriff and his deputies in that South Dakota county. Margadant recognizes that the Freeborn County Sheriff's Office has limited resources, and he has concerns that the 287(g) agreement—for which there was no public input—will strain the County's limited resources by diverting public funds to illegal activities:

[I]t offends me to see those limited resources being further strained and misdirected, without lawful process and public input, by the uncompensated 287(g) agreement. It puts our county tax dollars towards activities that are illegal, and in doing so it puts county taxpayers at high risk of having to cover additional costs of liability for holding people in violation of their constitutional rights. That risk is extreme because our county has been advised of it multiple times now by the Minnesota Attorney General.

5. Freeborn County ("County") is a political subdivision, and body corporate and politic, organized and operating under the laws of the State of Minnesota. Minn. Stat. §§ 6.465, subd. 2, and 373.01, subd. 1.

6. The Freeborn County Sheriff's Office ("Freeborn Sheriff" or "Sheriff's Office") is a department of the County.

7. Sheriff Ryan Shea ("Sheriff Shea") leads the Freeborn County Sheriff's Office.

8. The Board of County Commissioners (the "Board" or "County Board") exercises the legislative power of Freeborn County, determines all County policies, and oversees all departments, including the Sheriff's Office.

9. Jurisdiction in this case is based on Minnesota’s common law taxpayer standing doctrine, which gives Minnesota taxpayers the right to challenge unlawful expenditures of public money. Freeborn County taxpayers such as the Plaintiffs herein have a real and definite interest in preventing the illegal expenditure of tax money by the County Board. This is particularly true where the illegal agreement will likely have the effect of increasing the overall tax burden on the taxpayers of the County such as Plaintiffs.

10. The Court also has jurisdiction over this action pursuant to Minn. Stat. § 484.01, subd. 1, which provides that “[t]he district courts shall have original jurisdiction in... all civil actions within their respective districts.” The Court also has jurisdiction pursuant to the Declaratory Judgments Act, Minn. Stat. § 555.01 *et seq.* The causes of action herein each arose within Freeborn County in the Third Judicial District.

11. Venue in Freeborn County in the Third Judicial District is appropriate under Minn. Stat. § 542.09 because the defendants reside in Freeborn County.

### **FACTUAL ALLEGATIONS**

12. Pursuant to the Immigration and Nationality Act, the Secretary of the Department of Homeland Security has promulgated regulations that authorize ICE to issue immigration detainers. 8 U.S.C. § 1103(a)(3); 8 C.F.R. § 287.7. An immigration detainer advises another federal, state, or local law enforcement agency that ICE is asking a detention facility to undertake two tasks: (1) notify ICE before a specific detainee or inmate is released from custody, and (2) maintain custody of that person for up to 48 hours—excluding Saturdays, Sundays, and holidays—after he or she would otherwise have been released so that ICE may assume custody over them. 8 C.F.R. § 287.7(a), (d).

13. Immigration detainers are requests to detention facilities—they are not commands. *See* 8 C.F.R. § 287.7(a) (stating that “[t]he detainer is a request”).

14. The Tenth Amendment prohibits immigration officials from ordering state and local officials to imprison suspected noncitizens subject to removal at the request of the federal government.

15. ICE uses a consolidated form, I-247-A, when issuing immigration detainer requests, and the detainer must be accompanied by one of two types of administrative warrants: form I-200 or form I-205. *See* U.S. Immigr. & Customs Enf’t, Policy No. 10074.2, *available at* <https://www.ice.gov/sites/default/files/documents/Document/2017/10074-2.pdf>. Both types of administrative warrants are signed by a federal immigration official, and they are addressed to federal immigration officers for execution. Neither type of administrative warrant is signed by a member of the federal judiciary such as an Article III federal judge or a federal magistrate judge.

16. Section 287(g) of the Immigration and Nationality Act authorizes the Secretary of the Department of Homeland Security to enter into a written agreement with a state or any political subdivision of a state so that qualified personnel can perform certain functions of an immigration officer. 8 U.S.C. § 1357(g). Such authority has been delegated by the Secretary to ICE, and such written agreements are commonly referred to as “287(g) agreements.”

17. A 287(g) agreement only allows state and local officials to perform certain immigration functions “to the extent consistent with State and local law.” 8 U.S.C. § 1357(g). It does not grant state and local officials permission to act in derogation of state or local law.

18. Under Minnesota law, the actions authorized by Freeborn County’s 287(g) agreement are illegal. In *Esparza v. Nobles County*, No. A18-2011, 2019 WL 4594512 (Minn. Ct. App. Sept. 23, 2019), the Minnesota Court of Appeals found that detaining individuals after their

release from state custody is a seizure under Article 1, section 10, of the Minnesota Constitution, and is unauthorized under Minnesota law. The district court in *Esparza* subsequently granted Plaintiffs summary judgment and a permanent injunction. *Esparza*, No. 53-CV-18-751 (Nobles Cnty. Dist. Ct. Jan. 30, 2020).

19. Consistent with the holding in *Esparza*, on February 6, 2025, the Minnesota Attorney General’s Office issued an opinion on the legality and scope of immigration detainers under Minnesota law. *See* Minn. Atty. Gen. Opinion 3-a (Feb. 6, 2025), attached hereto as Exhibit B. In that opinion, the Minnesota Attorney General concluded that “the continued detention of someone in a county jail or correctional facility after they should be released due to an immigration detainer is a seizure within the meaning of the United States and Minnesota Constitutions,” and that “prolonging the detention of someone who should otherwise be released, based solely on an immigration detainer, is an arrest.” (Ex. B at 4 (citations omitted).) The Minnesota Attorney General warned that “Minnesota law enforcement agencies risk significant civil liability if they enforce immigration detainers.” (*Id.* at 7.)

20. On December 12, 2025, the Minnesota Attorney General issued an advisory opinion. *See* Minn. Atty. Gen. Opinion (Dec. 12, 2025), attached hereto as Exhibit C. Section I of the opinion confirmed that the Minnesota Joint Exercise of Powers Act prohibits sheriffs from unilaterally entering into a 287(g) agreement with ICE. (Ex. C at 2-3.) Counties can enter into a 287(g) agreement but must do so by resolutions of their county boards of commissioners. (*Id.* at 3.) But Section II of the opinion cautions that “287(g) agreements do not alter Minnesota law enforcement officers’ obligations to comply with Minnesota law and do not authorize them to hold persons pursuant to immigration detainers who would otherwise be released.” (*Id.* 4.) The Minnesota Attorney General’s opinion noted that there is a state law prohibition on holding a



person based solely on an immigration detainer, that this prohibition extends to officers acting under 287(g) agreements, and that federal law does not authorize local law enforcement officers acting under 287(g) agreements to make arrests prohibited by state law. (*Id.* at 7 (“[F]ederal law does not displace state law obligations for officers acting under 287(g) agreements.”).)

21. The Minnesota Attorney General’s opinion cautioned that law enforcement agencies (“LEAs”) such as the Freeborn Sheriff who detain persons based on ICE immigration detainers or take any other actions violating state law “may expose themselves to liability” even if acting pursuant to a 287(g) agreement. (*Id.* at 8.)

22. In short, Minnesota law does not authorize state and local LEAs such as the Freeborn Sheriff to hold or arrest someone based on an immigration detainer. The Minnesota legislature has not authorized state or local LEAs such as the Freeborn Sheriff to carry out civil immigration arrests, and in the absence of that express statutory authority, Minnesota LEAs and the Freeborn Sheriff have no state-law authority to hold or otherwise detain someone based on an immigration detainer or administrative warrant. (Exs. B & C.)

### ***The 287(g) Memorandum of Agreement***

23. Sheriff Shea executed a “Memorandum of Agreement: Warrant Service Officer Program” effective March 26, 2025 (the “MOA”), attached hereto as Exhibit A. Throughout this Complaint, the MOA is often referred to as a 287(g) agreement.

24. Sheriff Shea executed the MOA unilaterally and did not obtain County Board approval prior to its execution as required by Minnesota’s Joint Exercise of Powers Act, which regulates joint and cooperative agreements between governmental units, including agreements between counties and agencies of the federal government. Minn. Stat. § 471.59.

25. The authority for the MOA is Section 287(g) of the Immigration and Nationality Act. (*See* Ex. A, § III.)

26. Section IV.A to the MOA entitled “Designation of Authorized Functions” states that “[a]pproved participating [Freeborn Sheriff] personnel will be authorized to perform only those immigration officer functions set forth in the Standard Operating Procedures (SOP) in Appendix A.” (Ex. A, § IV.A.)

27. Appendix A to the MOA states that “[p]ursuant to this MOA, the [Freeborn Sheriff] has been delegated authorities as outlined below. This MOA is designed to facilitate the custodial transfer of designated [noncitizens] in [the Freeborn Sheriff’s] jail/correctional facilities to ICE within 48 hours of [noncitizen’s] release from criminal custody.” (Ex. A, App’x A.)

28. Appendix A sets forth the designated “Authorized Functions” as follows:

Participating [Freeborn Sheriff] personnel are only delegated the two authorities listed below:

- The power and authority to serve and execute warrants of arrest for immigration violations, 8 U.S.C. § 1357(a) and 8 C.F.R. § 287.5(e)(3), on designated [noncitizens] in [the Freeborn Sheriff’s] jail/correctional facilities at the time of the [noncitizen’s] scheduled release from criminal custody in order to transfer custody of the [noncitizen] to ICE; and
- The power and authority to serve warrants of removal, 8 U.S.C. § 1357(a) and 8 C.F.R. §§ 241.2(b)(2), 287.5(e)(3), on designated [noncitizens] in [the Freeborn Sheriff’s] jail/correctional facilities at the time of the [noncitizen’s] scheduled release from criminal custody that executes the custodial transfer of the [noncitizen] to ICE for removal purposes.

Upon transfer of the [noncitizen’s] custody to ICE, the [noncitizen] will continue to be held in the [Freeborn Sheriff’s] jail/correctional facilities for no more than 48 hours unless there exists an agreement pursuant to which the [Freeborn Sheriff] will continue to detain, for a reimbursable fee, [noncitizens] for immigration purposes. In the absence of an agreement, if the [noncitizen] is not transferred to an ICE field office or an immigration detention facility within 48 hours, the [noncitizen] shall be released from the [Freeborn Sheriff’s] jail/correctional facility.

(Ex. A, App’x A (emphasis in original).)

29. Appendix A also sets forth “Additional Supervisory and Administrative Responsibilities,” which include, but are not limited to:

- The [Freeborn Sheriff] shall provide notification to the ICE officer immediately after participating [Freeborn Sheriff] personnel serve any warrant of arrest or warrant of removal that executes the custodial transfer of the [noncitizen] to ICE for removal purposes, in a manner mutually agreed upon by the [Freeborn Sheriff] and the [ICE Field Officer Director].
- Participating [Freeborn Sheriff] personnel must report all encounters with asserted or suspected claims of U.S. citizenship to ICE immediately, but generally within one hour of the claim.

(Ex. A, App’x A.)

30. On September 19, 2025, the Minnesota Attorney General’s Office expressly told Sheriff Shea in writing that a 287(g) agreement does not permit the Freeborn Sheriff to hold a person pursuant to an immigration detainer: “The detention of a person pursuant to a civil immigration detainer therefore violates Minnesota law even if done pursuant to a valid 287(g) agreement and may expose the county or officers to liability.” (Letter from Minnesota Attorney General Keith Ellison to Freeborn County Sheriff Ryan Shea (Sept. 19, 2025), attached hereto as Exhibit D; *see also* Ex. B at 7 (“Because Minnesota law does not authorize immigration detainer arrests, Minnesota law enforcement agencies risk significant civil liability if they enforce immigration detainers.”).)

31. Significantly for the claims asserted by Plaintiffs herein, the MOA places the burden of all expenses of executing the 287(g) agreement on the taxpayers of Freeborn County by making the Freeborn Sheriff responsible for paying all such expenses. Under the MOA, “[t]he [Freeborn Sheriff] is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material.... The [Freeborn Sheriff] is responsible for the salaries and benefits, including any overtime, of all of its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the

participating [Freeborn Sheriff] personnel while they are receiving training. The [Freeborn Sheriff] will cover the costs of all [Freeborn Sheriff] personnel's travel, housing, and per diem affiliated with the training required for participation in this MOA.... The [Freeborn Sheriff] is responsible for providing all administrative supplies (*e.g.* printer toner) necessary for normal office operations. The [Freeborn Sheriff] is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.” (Ex. A, § IV.E.)

32. Section H of the MOA states that “[e]xcept as otherwise noted in this MOA or allowed by Federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the [Freeborn Sheriff] will be responsible and bear the costs of participating [Freeborn Sheriff] personnel with regard to their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.” (Ex. A, § IV.H.)

33. The costs of housing noncitizens pursuant to an immigration detainer for up to 48-hours in the Freeborn County jail is thus borne by the taxpayers of Freeborn County.

34. The County Board is aware that ICE has a history of not paying its debts to Freeborn County in a timely manner.

35. The Freeborn County Sheriff and Freeborn County, and thus the taxpayers of Freeborn County—not ICE—are legally liable if the arrestee is held for any time beyond the period authorized under Minnesota law, or, if the detainer is mistakenly placed on a citizen, as the Minnesota Courts previously held in *Esparza*. It is a matter of public record that in *Esparza v. Nobles County*, the detention of plaintiffs held in jail pursuant to ICE administrative warrants after their release from state custody resulted in the payment of \$200,000 by the County and other defendants.

36. In courts throughout the country, including in states like New York, Florida, New Mexico, California, and Arizona—which have laws similar to Minnesota’s laws—government entities have been held liable for illegally holding detainees pursuant to ICE detainers for amounts ranging from \$150,000 to \$112 million.

***The County Board Retroactively Ratifies the MOA***

37. In response to the Minnesota Attorney General’s September 19, 2025 Letter, Sheriff Shea presented a resolution to the County Board to “ratify the decision he has already made” because “other sheriffs have found themselves in liability issues getting sued by the ACLU when they’re not releasing someone fast enough when they’re done with their criminal part of it, but still have an ICE warrant.” The record before the County Board provides no insight into why Sheriff Shea might have thought that retroactive approval by the County Board would protect the Sheriff’s Office and the County from liability for illegally holding someone pursuant to an ICE detainer after being warned twice by the Minnesota Attorney General that such actions could “expose the county or officers to liability.” (Exs. B at 7, & D.)

38. Sheriff Shea represented that as of the October 7, 2025 meeting, “it’s still not been implemented. We don’t have any staff trained in it.” At that time, the Freeborn Sheriff had identified staff, but needed the staff to complete online training—at the County’s expense.

39. Following Sheriff Shea’s statement and limited disclosures about the agreement and potential cost and liability, there was no discussion amongst the County Board about the MOA. Instead, the County Board immediately proceeded to a vote on the resolution. No community input was solicited.

40. On October 7, 2025, the County Board unanimously approved Freeborn County Minnesota Resolution 25-277 entitled, “A Resolution Ratifying the Memorandum of Agreement

Between the Freeborn County Sheriff's Office and the United States Immigration and Customs Enforcement (ICE) for Warrant Service" (the "Resolution"), attached hereto as Exhibit E.

41. By way of the Resolution, the County Board purported to retroactively ratify the MOA effective March 26, 2025.

42. As part of the Resolution, the County Board agreed to "provide the budget for expenses necessary in the performance of the duties of the sheriff's office," which includes funds to perform duties in compliance with the MOA. Thus, the County Board clearly placed the costs of complying with the 287(g) agreement squarely on the shoulders of taxpayers like plaintiffs.

### **COUNT ONE**

#### **(Taxpayer Action—Illegal Expenditures—Declaratory and Injunctive Relief)**

43. Plaintiff taxpayers incorporate herein by reference the allegations of all of the preceding paragraphs.

44. There is an actual, ripe, and justiciable case or controversy regarding the County's decision to enter into a 287(g) agreement with ICE (the "MOA").

45. Under Minnesota law, the designated "authorized functions" set forth in Appendix A to the MOA are unlawful.

46. All public monies expended or to be expended by Defendants to effectuate the MOA, including but not limited to salaries and benefits (including overtime), local transportation, administrative supplies, and the costs of housing noncitizens pursuant to an immigration detainer for up to 48-hours in the County jail, are illegal.

47. Any unlawful actions taken pursuant to the MOA also expose the County to liability, including monetary damages, to detainees held unlawfully, the cost of which will be borne by Freeborn County taxpayers such as Plaintiffs.

48. In their capacity as taxpayers, Plaintiffs will suffer irreparable harm from the County's decision to enter into a 287(g) agreement with ICE.

49. Plaintiff taxpayers are entitled to a declaratory judgment pursuant to the Declaratory Judgments Act, Minn. Stat. § 555.01 *et seq.* stating that the Resolution of the County Board entering into the MOA with ICE (and the prior agreement between Sheriff Shea and ICE) were ultra vires and, therefore, they are prohibited from taking actions pursuant to the MOA because such actions are outside the scope of their legal authority, and the Freeborn Sheriff and County Board are enjoined from taking any action, incurring or appropriating any costs, expenses or obligation, pursuant to or as a result of the ultra vires 287(g) agreement.

50. Because the costs borne by taxpayers cannot be recovered even if illegally spent, the taxpayers of Freeborn County, including Plaintiffs, will be irreparably harmed if the Sheriff's Office, Sheriff Shea, and the County Board are not enjoined from taking actions and incurring costs and expenses pursuant to the 287(g) agreement.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff taxpayers pray for judgment in their favor and against the Defendants, and each of them, jointly and severally, as follows:

1. Declaring pursuant to the Declaratory Judgments Act, Minn. Stat. § 555.01 *et seq.*, that the actions of Freeborn Sheriff in signing the MOA, and the actions of the County Board in retroactively approving the MOA, were ultra vires and, therefore, they are prohibited from taking actions pursuant to the MOA because such actions are outside the scope of their legal authority, and the Sheriff's Office, Sheriff Shea, and the County Board may take no actions and incur no costs, expenses, or obligations, pursuant to or as a result of, the MOA.

2. Temporarily and permanently enjoining and restraining Sheriff Ryn Shea, Freeborn Sheriff's Office, and the Freeborn County Board from taking any action, incurring or appropriating any costs, expenses or obligations pursuant to or as a result of the ultra vires 287(g) agreement.
3. Awarding Plaintiff taxpayers their reasonable attorneys' fees, interests, costs, and disbursements to the fullest extent permitted by law; and
4. Awarding Plaintiff taxpayers such other, further, or different relief as the Court deems just and equitable.

**MASLON LLP**

Dated: December 18, 2025

By: /s/ Peter C. Hennigan

William Z. Pentelovitch (#0085078)

Peter C. Hennigan (#031089X)

Anna Petosky (#388163)

Carly J. Johnson (#0402704)

225 South Sixth Street, Suite 2900

Minneapolis, MN 55402

Telephone: (612) 672-8200

Facsimile: (612) 672-4800

Email: bill.pentelovitch@maslon.com

peter.henniga@maslon.com

anna.petosky@maslon.com

carly.johnson@maslon.com



**AMERICAN CIVIL LIBERTIES UNION OF  
MINNESOTA**

Dated: December 18, 2025

By: /s/ Teresa Nelson

Teresa Nelson (#0269736)

Ian Bratlie (#319454)

Alicia Granse (#400771)

Benjamin Casper (#0276145)

*Supervising Lawyer*

Lilian Mura

Samuel Miller

*Supervised Law Student Practitioners*

P.O. Box 14720

Minneapolis, MN 55414

(651) 271-6661

**ATTORNEYS FOR PLAINTIFFS JEREMY  
COREY-GRUENES, DAPHNE HAMBORG,  
LESLIE KAUP, AND JIM MARGADANT**