STATE OF WISCONSIN CIRCUIT COURT BRANCH 15 DANE COUNTY

ANDREW WAITY, SARA BRINGMAN, MICHAEL JONES, and JUDY FERWERDA,
Plaintiffs,

Case No. 2021-CV-589

v.

ROBIN VOS and DEVIN LEMAHIEU,
in their official capacities,
Defendants.

DEFENDANTS' BRIEF IN OPPOSITION TO PLAINTIFFS' MOTION FOR A TEMPORARY RESTRAINING ORDER/TEMPORARY INJUNCTION

MISHA TSEYTLIN
State Bar No. 1102199
Counsel of Record
KEVIN M. LEROY
State Bar No. 1105053
TROUTMAN PEPPER HAMILTON SANDERS LLP
227 W. Monroe, Suite 3900
Chicago, Illinois 60606
(608) 999-1240 (MT)
(608) 759-1938 (KL)
(312) 759-1939 (fax)
misha.tseytlin@troutman.com
kevin.leroy@troutman.com

Attorneys for Defendants Robin Vos and Devin LeMahieu, in their official capacities

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INTRODUCTION

The Legislature here followed its well-established practice of hiring outside counsel to help with the complex decennial redistricting process and inevitable subsequent litigation. This is the same process that the Legislature has followed to retain outside counsel for decades. In particular, the Legislature for decades has entered into materially indistinguishable redistricting-related contracts under its constitutional authority, as well as longstanding statutory authority predating the very recent enactment of Wis. Stat. § 13.124. Section 13.124, in turn, is a new provision that merely gives legislative leaders an alternative, expedited path to hire counsel for court actions, and does not modify any preexisting legislative authorities.

Plaintiffs' motion for a temporary restraining order and temporary injunction is based upon their misunderstanding of the Wisconsin Constitution, Wisconsin law, and the Legislature's long history of retaining outside counsel for redistricting. In Plaintiffs' confused view, Section 13.124 is the only authority that could possibly authorize the contracts at issue here, even though these contracts are no different from ones that Legislature entered long before the recent enactment of Section 13.124. In fact, while the contracts here would be valid under Section 13.124, they are also valid under three independent provisions that Plaintiffs either ignore entirely or fail to discuss to any meaningful degree: (1) The Legislature's constitutional authority to incident to its core power to enact laws for the State; (2) the Legislature's statutory authority under Wis. Stat. § 20.765 to spend its sum-sufficient appropriation to carry out its own functions; and (3) the Legislature's

statutory authority under Wis. Stat. § 16.74 to contract for purchases of professional services. Because Plaintiffs do not meaningfully develop any arguments as to any of these three independent sources, their motion fails for those reasons alone. And even as to Section 13.124, Plaintiffs seek to give that provision an unduly narrow berth, creating absurd consequence that are inconsistent with the statutory text.

Finally, Plaintiffs are also not entitled to any equitable relief based upon a consideration of irreparable harm and the remedies. At most, Plaintiffs complain about the loss of taxpayer funds until an inevitable redistricting lawsuit is filed, at which point even Plaintiffs agree that these contracts would be unproblematic. On the other side of the equitable balance, Plaintiffs seek to displace decades of uniform, bipartisan practice, leaving the Legislature without the necessary assistance of outside counsel to advise it in this complex, legally fraught area of law.

STATEMENT

For many decades before the enactment of Wis. Stat. § 13.124, the Legislature has retained outside counsel for numerous purposes, including legal advice in drawing redistricting maps as well as all types of litigation, whether redistricting or otherwise. *See, e.g.*, LeRoy Aff., Ex. 1 (discussing Legislature's employment of outside redistricting counsel in early 1980s); LeRoy Aff., Ex. 2 (legislative leader seeking re-authorization for outside redistricting counsel in 2000); LeRoy Aff., Ex. 3 (same, as to 2009); LeRoy Aff., Ex. 4 (Legislature hiring outside redistricting counsel in 2017 redistricting, and for all subsequent redistricting); LeRoy Aff., Ex. 5 (approving agreement to hire law firms for 2020 decennial redistricting); LeRoy Aff.,

Ex. 6 (same); LeRoy Aff., Ex. 25 (same); *see also* LeRoy Aff., Exs. 7, 9. To authorize the retention of such outside counsel for redistricting or other matters, the Legislature historically conducted a balloting procedure with the either Legislature's Joint Committee on Legislative Organization ("JCLO") or each respective House's own organizing committees, requiring each member to receive and cast a vote on the proposed retention agreement. LeRoy Aff., Exs. 4, 7, 8, 9, 10, 25.

In 2018, the Legislature adopted Wis. Stat. § 13.124 to create a streamlined process for the legislative leaders of both Houses to obtain counsel on an expedited basis for "actions," without purporting to displace its prior constitutional and statutory authority to hire outside counsel using the JCLO or house-committee balloting processes. Wis. Stat. § 13.124(1)(b), (2)(b). As relevant here, Section 13.124(1)(b) provides that "[t]he speaker of the assembly, in his or her sole discretion, may obtain legal counsel other than from the department of justice, with the cost of representation paid from the appropriation under s. 20.765(1)(a), in any action in which the assembly is a party or in which the interests of the assembly are affected, as determined by the speaker." Wis. Stat. § 13.124(1)(b). Section 13.124(2)(b) provides, in turn, that "[t]he senate majority leader, in his or her sole discretion, may obtain legal counsel other than from the department of justice, with the cost of representation paid from the appropriation under s. 20.765(1)(b), in any action in which the senate is a party or in which the interests of the senate are affected, as determined by the senate majority leader." Wis. Stat. § 13.124(2)(b). Thus, Section 13.124 provides additional authorization for legislative leadership to obtain outside

counsel for their respective Houses, without needing to submit a proposal through the traditional house-organizing-committee procedure.

At issue here, the Legislature entered into the two contracts for outside redistricting counsel pursuant to its constitutional and statutory authority. With these two contracts, the Legislature entered into "Engagement Agreement[s]" with the law firms of Consovoy McCarthy PLLC, and Bell Giftos St. John LLC, and attorney Adam Mortara to "represent the Wisconsin State Assembly and Wisconsin State Senate . . . in possible litigation related to decennial redistricting," including all "pre-litigation counseling." Dkt. 3 ("Compl.") Ex. A at 1; *see also* Compl. Ex. B. Defendants Speaker Robin J. Vos and/or Senate Majority Leader Devin LeMahieu signed these agreements, on behalf of their respective Houses, in their official capacities. Compl. Ex. A at 5, Ex. B at 3. Both agreements provide that all private firms and counsel would begin providing the Legislature legal advice beginning on January 1, 2021, extending until the conclusion of any litigation challenging the new redistricting maps, unless otherwise terminated by the parties. Compl. Ex. A at 1–2; Compl. Ex. B at 1–3. The Senate, additionally, authorized the "hir[ing of] legal counsel to represent the senate or the legislature in any matter" related to "redistricting," LeRoy Aff., Ex. 5, while the Assembly relied upon prior authorization allowing it to hire any "firms, entities or counsel deemed necessary for services related to . . . legislative redistricting and all ancillary matters," LeRoy Aff., Ex. 6; *see also* LeRoy Aff., Ex. 25 (subsequently reaffirming that this prior authorization was sufficient to engage these firms at this time).

Plaintiffs filed this taxpayer-standing lawsuit on March 10, 2021, claiming that these two outside-counsel contracts were "void *ab initio*," because, in Plaintiffs' view, the Legislature does not have authority to retain outside counsel under Section 13.124 until an "action" has been commenced in the courts. Compl. ¶¶ 1, 14. Plaintiffs appear to believe that the *only* source of the Legislature's authority to engage outside counsel is Section 13.124, which means that, according to Plaintiffs' understanding, the Legislature only obtained such authority in 2018 with the enactment of that provision. Accordingly, Plaintiffs' claim centers on the scope of Section 13.124, offering no discussion of the Legislature's constitutional and independent statutory authority to engage such counsel. *See* Dkt.12 ("TI Br.") at 6–10. For relief, Plaintiffs seek a declaratory judgment that these two outside-counsel agreements are void, and an injunction preventing the Legislature from entering into any similar, unspecific agreements in the future, among other things. Compl. at 10–11. Plaintiffs moved for an ex parte temporary restraining order and a temporary injunction on March 16, 2021. TI Br. at 1; *see also* Dkt. 11.

ARGUMENT

Plaintiffs must make four interrelated showings in order to obtain temporary-injunctive relief from this Court: (1) a reasonable probability of success on the merits of their claim; (2) the absence of adequate remedy at law; (3) they will suffer irreparable harm in the absence of temporary-injunctive relief; and (4) the equities, on balance, favor injunctive relief. *See Serv. Emps. Int'l Union, Local 1 v. Vos* ("*SEIU*"), 2020 WI 67, ¶ 93, 393 Wis. 2d 38, 946 N.W.2d 35 (citation omitted); *Pure*

Milk Prods. Co-op v. Nat'l Farmers Org., 90 Wis. 2d 781, 800, 280 N.W.2d 691 (1979); *Werner v. A. L. Grootemaat & Sons, Inc.*, 80 Wis. 2d 513, 520, 259 N.W.2d 310 (1977); *see also* Wis. Stat. § 813.02(1)(a). The standard for obtaining a temporary-restraining order mirrors the standard for obtaining a temporary-injunction, as the former "is a species" of the latter. *See Laundry, Etc., Local 3008 v. Waundry W.I. Union*, 4 Wis.2d 542, 553-54, 91 N.W.2d 320 (1958). Plaintiffs have made none of these showings, and are thus entitled to no equitable relief.

I. Plaintiffs Have No Likelihood Of Success On The Merits

The Legislature has the authority to enter into the two outside-counsel contracts challenged by Plaintiffs here for four independent reasons. First, the Legislature's constitutional authority authorizes these contracts, as a necessary incident of its legislative power. *Infra* Part I.A. Second, Section 20.765 authorizes these contracts as part of the Legislature's sum-sufficient appropriation for its general program operations. *Infra* Part I.B.1. Third, Section 16.74 authorizes these agreements, since they are contracts for the purchase of contractual services. *Infra* Part I.B.2. Finally, Section 13.124 authorizes these contracts, since that statutory provision provides Legislative Leadership with a streamlined process to obtain outside counsel for representation in imminent lawsuits, including the impending redistricting litigation contemplated by the two agreements here. *Infra* Part I.B.3.

The Legislature fully discusses each of these four independent bases below, with respect to the two outside-counsel contracts challenged by Plaintiffs here. However, it is outcome-determinative that Plaintiffs fail to develop any argument on

three of these four independent sources of authority. *See* TI Br. 6–10. Thus, they have waived any argument that those three sources do not support independently these contracts here. *See Parsons v. Associated Banc-Corp*, 2017 WI 37, ¶ 39 n.8, 374 Wis. 2d 513, 893 N.W.2d 212. That failure alone is reason enough to deny their motion. *SEIU*, 2020 WI 67, ¶ 93. Further, Plaintiffs have failed to argue that the Legislature lacks the legal authority to enter into the hypothetical future contracts that Plaintiffs also ask this Court to enjoin. *See* TI Br. 1–2, 6–10. Thus, Plaintiffs have likewise waived any argument on the likelihood-of-success-on-the-merits element with respect to those hypothetical contracts, *Parsons*, 2017 WI 37, ¶ 39 n.8, necessary to support that aspect of their requested relief, *SEIU*, 2020 WI 67, ¶ 93.

A. The Wisconsin Constitutional Itself Empowered The Legislature To Entered Into These Contracts

When interpreting the Wisconsin Constitution, this Court must look to three categories of "intrinsic as well as extrinsic sources" to ascertain the Constitution's meaning, according to the "understanding of the drafters and the people who adopted the constitutional provision under consideration." *State v. Williams*, 2012 WI 59, ¶ 15, 341 Wis. 2d 191, 814 N.W.2d 460. First and foremost, this Court must consider "the plain meaning of the words [of the Constitution] in the context used." *Id.* (citation omitted); *Catholic Schs. v. Labor & Indus. Rev. Comm'n*, 2009 WI 88, ¶ 57, 320 Wis. 2d 275, 768 N.W.2d 868 (citing *State ex rel. Kalal v. Circuit Court for Dane Cty.*, 2004 WI 58, ¶ 44, 271 Wis. 2d 633, 681 N.W.2d 110). Second, this Court considers "historical" sources, specifically "the constitutional debates relative to the constitutional provision under review; the prevailing practices [ ] when the provision

was adopted; and the earliest legislative interpretations of the provision as manifested in the first laws passed that bear on the provision." *Williams*, 2012 WI 59, ¶ 15 (citations omitted). Finally, this Court should "seek to ascertain what the people understood the purpose of the [constitutional provision] to be." *Id.* (citation omitted). According to this well-established interpretative approach, the Legislature has the constitutional authority to enter into the outside-counsel contracts here.

1. The Legislature's Constitutional Authority Includes The Power To Take The Steps That It Deems Necessary For Carrying Out Its Core Functions, Which Include Hiring Outside Counsel

a. The Wisconsin Constitution "diffus[es]" the power of the state government into "three separate branches": "legislative, executive, and judicial"— *SEIU*, 2020 WI 67, ¶¶ 1–2; *Gabler v. Crime Victims Rts. Bd.*, 2017 WI 67, ¶ 11, 376 Wis. 2d 147, 897 N.W.2d 384. "Legislative power is the power to make the law, to decide what the law should be." *SEIU*, 2020 WI 67, ¶ 1. "Executive power is power to execute or enforce the law as enacted." *Id.* "And judicial power is the power to interpret and apply the law to disputes between parties." *Id.* These three powers are the "core government power[s]" of the State, "understood to be the powers conferred to a single branch [only] by the constitution." *Id.* ¶¶ 31, 35. Further, this "separation of powers" creates the "concomitant" requirement that each branch "exercise only the [core] power vested in it." *Id.* ¶ 2; *see generally id.* ¶¶ 30–35 (also discussing "shared powers" under the constitution, generally exercisable by two or more branches).

When the Wisconsin Constitution expressly vests the core powers within the respect branches, it also necessarily vests those branches with all "authority . . .

appropriate to achieve the ends for which they were granted the [express] authority." *Wis. Carry, Inc. v. City of Madison*, 2017 WI 19, ¶ 54 & n.38, 373 Wis. 2d 543, 892 N.W.2d 233 (citing *M'Culloch v. Maryland*, 17 U.S. 316, 421 (1819)); *Johnston v. City of Sheboygan*, 30 Wis. 2d 179, 185–86, 140 N.W.2d 247 (1966) (same). That is, "[i]mplied power" in the Constitution "is an *incident of* [the] general power" that the Constitution expressly grants. *State v. Regents of Univ. of Wis.*, 54 Wis. 159, 11 N.W. 472, 477 (1882) (emphasis added). So, under the Wisconsin Constitution, each branch of government has the power to engage in "activities [that] are appropriate to legislatures, to executives, and to courts." *Gabler*, 2017 WI 67, ¶ 6 n.4 (quoting *Lujan v. Defs. of Wildlife*, 504 U.S. 555, 559–60 (1992)); *accord League of Women Voters of Wis. v. Evers ("LWV")*, 2019 WI 75, ¶ 32, 387 Wis. 2d 511, 929 N.W.2d 209. As the Wisconsin Supreme Court explained over 100 years ago, failing to recognize the Constitution's broad grant of implied power would severely "impair the authority of the state to exercise the just and ordinary powers usually possessed by governments," "destroy the necessary power of the state[ ]," and "manacle[ ]" the government. *Minneapolis, St. P. & S. S. M. Ry. Co. v. R.R. Comm'n of Wis.,* 136 Wis. 146, 116 N.W. 905, 910 (1908) (citations omitted).

The Legislature's grant of powers from the Wisconsin Constitution is relevant here. Under Article IV, Section 1, the Constitution "vest[s]" the Legislature, composed of "a senate and assembly," with the "legislative power." Wis. Const. art. IV, § 1; *SEIU*, 2020 WI 67, ¶ 1. This legislative power encompasses the core "power to make the law" and "to decide what the law should be." *SEIU*, 2020 WI 67, ¶ 1. It

includes the power to "declare whether or not there shall be a law; to determine the general purpose or policy to be achieved by the law; and to fix the limits within which the law shall operate." *Koschkee v. Taylor*, 2019 WI 76, ¶ 11, 387 Wis. 2d 552, 929 N.W.2d 600 (citation omitted); *State v. Whitman*, 196 Wis. 472, 220 N.W. 929, 941 (1928) (describing this power as "vested"). And it necessarily entails the core power to "establish" the "public policy" for the State. *State ex rel. Vanko v. Kahl*, 52 Wis. 2d 206, 216, 188 N.W.2d 460 (1971); *Mayo v. Wis. Injured Patients & Families Comp. Fund*, 2018 WI 78, ¶¶ 26, 31–32, 383 Wis. 2d 1, 914 N.W.2d 678. Further, under Article IV, Section 3, the Legislature also has the obligation to conduct redistricting, "apportion[ing] and district[ing] anew the members of the senate and assembly, according to the number of inhabitants." Wis. Const. art. IV § 3.

Attendant to this express grant of "legislative power," the Constitution grants the Legislature the authority to take the steps that it deems necessary for carrying out its core law-making function. The Constitution grants the Legislature "a large discretion[ary] [power]" to select "the means to be employed in the execution of [the legislative] power [expressly] conferred upon it." *Minneapolis,* 116 N.W. at 910 (citation omitted). Importantly, the Constitution authorizes the Legislature to "use *any* means, appearing *to it* most eligible and appropriate," and "consistent with the letter and spirit of the Constitution," "[i]n the exercise of [its] general power of legislation." *Id.* (emphases added; citation omitted). This means that, consistent with "the comity and respect due a co-equal branch of state government," the judiciary does not second-guess the steps that the Legislature deems necessary for carrying out

its core power. *LWV*, 2019 WI 75, ¶ 36. They are part of the Legislature's "internal operating rules" or "procedur[es]" to structure its own internal business, which the judiciary does "not intermeddle" with. *State ex rel. Ozanne v. Fitzgerald*, 2011 WI 43, ¶ 13, 334 Wis. 2d 70; 798 N.W.2d 436 (citation omitted); *accord LWV*, 2019 WI 75, ¶ 36; *State ex rel. La Follette v. Stitt*, 114 Wis. 2d 358, 364–65, 338 N.W.2d 684 (1983).

Exercising its broad grant of power, the Legislature takes multiple steps in the aid of its core, express "power to make law." *SEIU*, 2020 WI 67, ¶ 1. These steps are critical to the Legislature's "efficient exercise" of its core lawmaking power and, in light of the Legislature's vast implied constitutional authority, are beyond serious constitutional doubt. *Minneapolis,* 116 N.W. at 911. Most notably for present purposes, the Legislature conducts "activities [that] are appropriate to legislatures," *Gabler*, 2017 WI 67, ¶ 6 n.4 (citations omitted), aimed at determining the factual and legal foundation that is "frequently necessary" in "the process of enacting a law," *Minneapolis,* 116 N.W. at 911. The Legislature divides itself into committees, *see* LeRoy Aff., Ex. 11; LeRoy Aff., Ex. 12, and then these committees hold hearings to study particular public-policy issues prior to drafting and enacting legislation for the State, LeRoy Aff., Ex. 13; LeRoy Aff., Ex. 14. The Legislature accepts "actuarial studies," "the testimony of experts" and "other documentary evidence" in the course of evaluating potential legislative enactments. *Mayo*, 2018 WI 78, ¶ 15. And it hires legislative aides to assist in the process of drafting and evaluating legislation, *see* LeRoy Aff., Exs. 15, 16.

b. Courts may also look to "extrinsic sources" to ascertain the scope of the Constitution's implied grants of power, *Williams*, 2012 WI 59, ¶¶ 15, 53, including "historical practices" of the Legislature that extend for long periods of time. *State v. Schwind*, 2019 WI 48, ¶ 13, 386 Wis. 2d 526, 926 N.W.2d 742; *State ex rel. Williams v. Samuelson*, 131 Wis. 499, 111 N.W. 712, 717 (1907). Such historical, legislative practice gives a "practical construction" to the Constitution that is generally "controlling" when "not in violation of any existing judicial construction." *Samuelson*, 111 N.W. at 717. The hiring of outside counsel to aid in the drafting and evaluation of proposed legislation, as well as defending its institutional interests in court, is a well-established, historically grounded tool that the Legislature has used for decades to carry out its core functions.

The Legislature hiring outside legal counsel is an affirmatively beneficial legislative practice, as it allows the legislature to "determin[e] the best methods" and "manner" of "meet[ing] the needs of the public" as it develops creative policy proposals to solve the issues of the day, while remaining within its constitutional bounds. *See Flynn v. Dep't of Admin.*, 216 Wis. 2d 521, 540, 576 N.W.2d 245 (1998) (citations omitted); *Mayo*, 2018 WI 78, ¶¶ 15, 31. The Legislature's broad authority to make law for the State spans near-innumerable subject matters; thus legislators must study carefully wide-ranging areas of the law in order to enact legislation that achieves its legitimate aims in a constitutional manner. *See, e.g.*, *State v. Cole*, 2003 WI 112, ¶ 22, 264 Wis. 2d 520, 665 N.W.2d 328; *Mayo*, 2018 WI 78, ¶ 15. Relying on outside legal counsel to advise the legislative drafting and evaluation process with

their particular expertise, therefore, enables the Legislature to more "efficient[ly] exercise" its core legislative power, *Minneapolis*, 116 N.W. at 911 (citation omitted), as it meets the needs of the people of the State, *Flynn*, 216 Wis. 2d at 540.

The importance of the implied constitutional power to hire outside legal counsel during the law-drafting and evaluation process is especially apparent when the Legislature must legislate in complex areas of the law, such as with the decennial redistricting process. With redistricting, the Legislature is tasked with drawing maps for the entire State, while complying with multiple, complex state and federal laws, with grave consequences for errors. For example, the Wisconsin Constitution assigns to the Legislature the duty to "apportion and district anew the members of the senate and assembly, according to the number of inhabitants." Wis. Const. art IV, § 3. The federal constitution similarly requires that redistricting adequately reflect the "one person, one vote" standard first adopted in *Reynolds v. Sims*, 377 U.S. 533 (1964). *See Evenwel v. Abbott*, 136 S. Ct. 1120, 1123–24 (2016). And federal statutory law imposes different requirements and standards on top of that. *See, e.g.*, 52 U.S.C. §§ 10301, 10304; *Cooper v. Harris*, 137 S. Ct. 1455, 1464–66 (2017). Sometimes, these concerns come into conflict, *see, e.g.*, *Bethune-Hill v. Va. State Bd. of Elections*, 137 S. Ct. 788, 794 (2017), requiring an *especially* sensitive legislative judgment in drawing redistricting lines in the appropriate places, which judgment must rely on guidance from sophisticated counsel to have any realistic hope of passing constitutional scrutiny, Affidavit of Jenny Toftness ("Toftness Aff.") dated March 24, 2021, ¶¶ 4–6; *see also infra* Part III.

Most relevant here, the Legislature has hired outside counsel to assist it with drafting, evaluating, and defending redistricting maps for decades. Consider a couple of examples. In the early 1980s, the State's Democratic legislative leaders hired outside counsel for guidance "throughout Wisconsin's lengthy reapportionment struggle." LeRoy Aff., Ex. 1. And in the early 1990s the Legislature again retained outside counsel for assistance in a redistricting dispute that ended up in federal court. LeRoy Aff., Ex. 17; *see also* LeRoy Aff., Ex. 8. In 2000, when then-Senate Majority Leader Chuck Chvala sent a letter to the Senate Committee on Organization, seeking authorization "to contract for consulting and legal services related to redistricting of legislative and congressional districts," he acknowledged that "*[e]very decade* the Senate has used the services of experts in this field to assist in the enactment of a constitutional redistricting plan for legislative and congressional districts." LeRoy Aff., Ex. 2 (emphasis added). To that end, the Senate retained the law firm Boardman, Suhr, Curry & Field LLP for legal assistance in "researching and *potentially* litigating legislative redistricting." LeRoy Aff., Ex. 18 (emphasis added); *see also* LeRoy Aff., Ex. 19 (noting that the Assembly hired its own firm). When the Legislature again sought to retain counsel for redistricting in 2009, then-Senate Majority Leader Russ Decker reiterated that the Legislature had engaged such counsel for help with redistricting "[e]very decade." LeRoy Aff., Ex. 3. The Legislature also retained the firm Michael, Best & Friedrich, LLP, "for services related to redistricting of legislative and congressional districts for the 2012

elections." LeRoy Aff., Ex. 20; *see also* LeRoy Aff., Ex. 21. The practice continues unabated. *See, e.g.*, LeRoy Aff., Exs. 4, 5, 6, 25.

Furthermore, outside the redistricting context, the Legislature has routinely hired outside counsel whenever the need arises. Back in 1987, the Joint Committee on Legislative Organization voted "to retain legal counsel to represent the Legislature as a party" in certain litigation against various executive branch Departments. LeRoy Aff., Ex. 9. In 2011, the Committee on Senate Organization voted in favor of hiring Troupis Law Office, LLC, "for services related to compelling the attendance of absent members." LeRoy Aff., Ex. 22. Other examples of private counsel engagements are legion. *See, e.g.*, LeRoy Aff., Exs. 7, 23.

2. The Two Contracts At Issue Here Fall Well Within The Legislature's Longstanding Constitutional Authority

Here, the Legislature's two outside-counsel contracts that Plaintiffs challenge fall squarely within the Legislature's implied constitutional authority, as confirmed by its longstanding historical practice.

The Legislature's outside-counsel contracts are an "appropriate" "means" for it to exercise its "general power of legislation," *Minneapolis,* 116 N.W. at 910; *Gabler*, 2017 WI 67, ¶ 6 n.4, since they enable the Legislature to obtain the legal advice of sophisticated outside counsel, as it endeavors to complete the current decennial redistricting process, *see supra* pp. 13–15. Such legal advice is especially critical for redistricting, because of the complex federal and state, constitutional and statutory requirements governing the Legislature's drawing of the new Assembly, Senate, and Congressional maps. *See supra* pp. 12–13. Retaining skilled legal counsel

throughout this process allows the Legislature to navigate those requirements "efficient[ly]," and helps establish the factual and legal foundation "necessary" before "enacting a [redistricting] law," which are hallmarks of the Legislature's legitimate, implied authority under the Constitution. *Minneapolis,* 116 N.W. at 910–11 (citation omitted). Indeed, all of this is why the Legislature has employed such outside counsel for its redistricting efforts for *decades*—under circumstances indistinguishable here, *supra* Part I.A.1.b—which is "controlling" historical evidence, *Samuelson*, 111 N.W. at 717, that firmly establishes this practice as an "appropriate" exercise of implied constitutional authority, *Wis. Carry, Inc.*, 2017 WI 19, ¶ 54 & n.38.

Plaintiffs have failed to develop any argument that these two outside-counsel contracts fall outside of the Legislature's broad constitutional authority, thus Plaintiffs have waived this argument. *Parsons*, 2017 WI 37, ¶ 39 n.8. Further, given that the Legislature's constitutional authority to enter into these contracts defeats Plaintiffs' lawsuit, regardless of any statutory authority, this Court should deny Plaintiffs' motion on this basis alone. *See SEIU*, 2020 WI 67, ¶ 93.

B. In Any Event, Three Independently Sufficient Statutory Provisions Authorize The Contracts

This Court interprets statutes according to the text of the "[s]tatutory language." *Kalal*, 2004 WI 58, ¶ 45. "Statutory language is given its common, ordinary, and accepted meaning," unless the statute makes clear that a technical or special meaning applies. *Id.* Further, the court reads the statute in the "context" of "the language of surrounding or closely-related statutes," and it must interpret the text "reasonably, to avoid absurd or unreasonable results." *Id.* ¶ 46. Three statutory

provisions independently provide the Legislature with the authority to enter into the outside-counsel contracts challenged by Plaintiffs here, providing three additional bases for these contracts' validity. Plaintiffs do not even attempt to refute two of these independent sources and so have waived any argument against them, *Parsons*, 2017 WI 37, ¶ 39 n.8, which is reason enough to deny their requested relief.

1. The Contracts Are Expenditures Of Statutorily Appropriated Funds For "General Program Operations"—Here, The Drafting And Evaluation Of Redistricting Legislation—Under Section 20.765

Section 20.765 of the Wisconsin Statutes provides both Houses of the Legislature with "[a] sum sufficient to carry out the functions of the assembly [and the senate]." Wis. Stat. § 20.765(1)(a)–(b). A "[s]um sufficient appropriation[ ]" is an appropriation that is "expendable from the indicated source in the amounts necessary to accomplish the purpose specified" in the appropriation itself. Wis. Stat. § 20.001(3)(d). Thus, a sum-sufficient appropriation provides the government body receiving the appropriation with an uncapped sum of money, which that government body may then use according to the terms of the appropriation. *See id.* So, with Section 20.765, the Legislature possesses an uncapped, sum-sufficient appropriation of money to use "to carry out the functions of the assembly [and senate]." Wis. Stat. § 20.765(1)(a)–(b). This sum-sufficient appropriation is separate from, and in addition to, other specific appropriations that the Legislature receives in the statutes, such as funds for auditing services requested by state agencies or by the federal government, Wis. Stat. § 20.765(3)(ka), and "legislative expenses for acquisition,

production, retention, sales and distribution" of certain authorized legislative documents, Wis. Stat. § 20.765(1)(d), among others.

Importantly, Section 20.765 provides no limitations on "the functions of the assembly [and senate]." *See id.* Rather, the Legislature itself has the sole authority to determine what its functions are, how to appropriate money to fulfil those functions, and how much money to appropriate to carry out its functions. *See id.*; *Ozanne*, 2011 WI 43, ¶ 13; *LWV*, 2019 WI 75, ¶ 36; *compare, e.g.*, Wis. Stat. § 20.144(3) (providing a sum sufficient appropriation to the Department of Financial Institutions, with particular restrictions on that appropriation's use).

Here, the Legislature's representation contracts fall squarely within its authority under Section 20.765 to spend an uncapped amount of money "to carry out the functions of the assembly [and senate]." Wis. Stat. § 20.765(1)(a)–(b). To begin, the Legislature's decision to enter into these outside-counsel agreements and appropriate money for that purpose is itself conclusive evidence that this is a "function[ ] of" the Legislature, since the Legislature *itself* determines what its functions are under this statute. *See id.*; *see also Ozanne*, 2011 WI 43, ¶ 13 (refusing to "intermeddle" in "purely legislative concerns"); *LWV*, 2019 WI 75, ¶ 36 (holding that the legislative process is beyond the reach of courts). Thus, Section 20.765 authorizes the Legislature to spend money on these outside-representation agreements for "legal advice . . . on matters relating to redistricting during the decennial period." Compl. Ex. B at 1. In any event, no one could reasonably argue that the Legislature's hiring of skilled, knowledgeable counsel to draft and evaluate

complex redistricting legislation is not a "function[ ] of" the Legislature, given the importance of counsel to the government's operations. Wis. Stat. § 20.765(1)(a)–(b); *accord Koschkee v. Evers*, 2018 WI 82, ¶ 13, 382 Wis. 2d 666, 913 N.W.2d 878.

Plaintiffs nowhere address this independent statutory authorization for the representation agreements at issue here. *See* TI Br. 5 & n.1, 6, 9 (citing, but not discussing, Section 20.765). Plaintiffs note that "Wis. Stat. § 20.765 (1)(a) and (b) appropriates a 'sum sufficient' only for the functions of the Assembly and Senate respectively," but they do not offer any argument for why this appropriation does not support the contracts challenged here as redistricting is plainly a function of the Assembly and Senate, assigned to them by the Wisconsin Constitution. TI Br. 5 n.1. Because Plaintiffs fail to address this independently sufficient basis for the agreements at issue, *see Parsons*, 2017 WI 37, ¶ 39 n.8, this Court should deny Plaintiffs the extraordinary injunctive relief they seek on that basis alone.

2. The Contracts Are Also "Contracts . . . For Purchase" Of "Contractual Services" Under Section 16.74

Section 16.74 also expressly authorizes the two outside-counsel contracts here. Under that provision, the Assembly and the Senate engage in "[c]ontracts for purchases," provided they are "signed by an individual designated by the organization committee of the house making the purchase." Wis. Stat. § 16.74(2)(b). "Contracts for purchases" within this Section includes contracts for professional services. Wis. Stat. § 16.74(1), (2)(b). That is because Section 16.74(1) of this statute—the immediately preceding subsection to Section 16.74(2)—explains that "purchases" includes "[a]ll supplies, materials, equipment, permanent personal property and

contractual services required within the legislative branch." Wis. Stat. § 16.74(1) (emphasis added). Necessarily then, the "[c]ontracts for purchases" discussed in subpart (2)(b), include contracts for services, such as legal services.

The two outside-counsel contracts at issue here fall within the Legislature's express statutory authority under Section 16.74. These contracts qualify as "[c]ontracts for purchases" within the terms of this statute, since they secure professional legal services for the Legislature, within the meaning of this Section. Wis. Stat. § 16.74(1), (2)(b); Compl. Exs. A & B. And, both Houses have "designated" their respective legislative leaders with contracting authority under Section 16.74, *see, e.g.*, LeRoy Aff., Ex. 24, and these legislative leaders signed the outside-representation agreements, thus lawfully consummating the contract under this Section, Compl. Exs. A & B. Furthermore, both Houses have separately authorized these contracts for legal services through their formal, and historically utilized, balloting procedures, even independent of Legislative Leadership's unilateral contracting authority. *See* LeRoy Aff., Exs. 5, 6, 25. These contracts meet all requirements under Section 16.74, which gives it independent statutory support, even apart from Section 20.765, *supra* Part I.B.1, and Section 13.124, *infra* Part I.B.3.

Plaintiffs nowhere acknowledge this independent statutory basis for these two contracts. Indeed, Plaintiffs erroneously claim that Section "13.124 is the only legal authority which provides the Speaker of the Assembly and the Majority Leader of the Senate any authority to obtain legal counsel." TI Br. 5 (citation omitted). Thus, Plaintiffs fail entirely to grapple with Section 16.74's independent statutory authority

granted to the Senate Majority Leader and Assembly Speaker to enter contracts such as the agreements at issue here. *See Parsons*, 2017 WI 37, ¶ 39 n.8. This failure alone supports denying Plaintiffs the extraordinary relief they seek.

3. Finally, The Contracts Fall Within Section 13.124's Streamlined Procedure For Legislative Leaders Hiring Outside Counsel For Legal Actions, Given That Redistricting Lawsuits Are Imminent

Independent of the previous two statutory bases, the two outside-representation contracts at issue here also fall within Section 13.124's terms.

a. Section 13.124 contains two mirror provisions, authorizing the Assembly and the Senate to obtain legal representation, other than from the Department of Justice, through a streamlined-authorization procedure. For the Assembly, Section 13.124(1)(b) provides that "[t]he speaker of the assembly, in his or her *sole discretion*, may obtain legal counsel other than from the department of justice, with the cost of representation paid from the appropriation under s. 20.765 (1) (a), in any action in which the assembly is a party or in which the interests of the assembly are affected, *as determined by the speaker*." Wis. Stat. § 13.124(1)(b) (emphasis added). And for the Senate, Section 13.124(2)(b) provides that "[t]he senate majority leader, in his or her *sole discretion*, may obtain legal counsel other than from the department of justice, with the cost of representation paid from the appropriation under s. 20.765(1)(b), in any action in which the senate is a party or in which the interests of the senate are affected, *as determined by the senate majority leader*." Wis. Stat. § 13.124(2)(b) (emphases added).

The core purpose of these statutes is to provide the Assembly and the Senate with an expedited procedure to obtain legal counsel. *See Kalal*, 2004 WI 58, ¶ 49. Both provisions allow a single member of Legislative Leadership—the Speaker of the Assembly or the Majority Leader of the Senate—to engage outside counsel in that member's "*sole* discretion." Wis. Stat. § 13.124(1)(b), (2)(b) (emphasis added). And that single Legislative Leader possesses that power whenever the "interest" of his or her House is "affected"—as "determined by the [Legislative Leader]" alone—or when the House is simply "a party." Wis. Stat. § 13.124(1)(b), (2)(b). This grant of sole authority to the Legislative Leaders allows the Assembly and Senate to obtain outside counsel *quickly*, which could be essential to defending those Houses' interests when emergency litigation arises. *See, e.g.*, *Wis. Legislature v. Evers*, No. 2020AP608-OA, slip op. at 1, 4 (Wis. Apr. 6, 2020) (Legislature challenging Governor's encroachment on Legislature's authority the very day of the Governor's violation). In this way, Section 13.124(1)(b) and (2)(b) avoids the delays that can sometimes occur from the Legislature's more-standard practice of submitting proposed authorizations for the hiring of outside counsel to the JCLO ballot procedure or individual House organization committees. *See supra* pp. 2–3.

When read in conjunction with Wis. Stat. § 990.001(3), Sections 13.124(1)(b) and (2)(b) clearly authorize the Legislative Leaders to obtain legal counsel when faced with an *imminent* "action," in addition to any *commenced* "action." Wis. Stat. § 13.124(1)(b), (2)(b). Under Section 990.001(3), a statute's use of "the present tense of a verb includes the future when applicable." Wis. Stat. § 990.001(3). And here,

Sections 13.124(1)(b) and (2)(b) use the verbs "is" and "are," providing for the Speaker and Majority Leader to obtain counsel whenever the Assembly or Senate "*is* a party" to an action or the Assembly's or Senate's interests "*are* affected," Wis. Stat. § 13.124(1)(b), (2)(b) (emphases added); *see generally* Chicago Manual of Style § 5.101 (15th ed. 2003) (discussing "linking verbs," including "forms of 'to be'"). So, by operation of Section 990.001(3), Section 13.124 explicitly allows Legislative Leadership to hire outside counsel "in any action" in which the House will be "a party or in which the interests" of the House will be "affected." Wis. Stat. §§ 13.124(1)(b), (2)(b), 990.001(3); *see generally Hoffer Properties, LLC v. State*, 2016 WI 5, ¶ 35, 366 Wis. 2d 372, 874 N.W.2d 533 (Legislature enacts statutes "with full knowledge of the existing laws, including statutes").

A contrary interpretation, limiting Section 13.124(1)(b) and (2)(b) to commenced actions only, would lead to the "unreasonable" result of eliminating the Legislature's authority under Section 13.124, in the cases where such expedited authority is needed most. *Kalal*, 2004 WI 58, ¶ 46. As explained above, the Legislature may have need to conduct emergency actions, litigated on an accelerated basis, including by engaging outside counsel *extremely* quickly to file urgent cases. *See supra* p. 22; *Wis. Legislature v. Evers*, No. 2020AP608-OA, slip op. at 1. Section 13.124's streamlined procedure plainly supplements the Legislature's authority to engage outside counsel without reliance on the JCLO or house-committee processes.

b. Here, the Legislature's two outside-counsel contracts fall plainly within Section 13.124's express grant of authority. As evidenced by the two outside-counsel

contracts, Legislative Leadership "obtain[ed] legal counsel other than from the department of justice." Wis. Stat. § 13.124(1)(b), (2)(b); Compl. Exs. A & B. Legislative Leadership determined, by virtue of entering these contracts themselves, either that their Houses would be "affected" or that their Houses would be "a party" in any action filed against the Legislature's to-be-passed redistricting plan. Wis. Stat. §§ 13.124(1)(b), (2)(b); 990.001(3); Compl. Exs. A & B. And such a redistricting action is certainly impending, since "redistricting is now almost always resolved through litigation rather than legislation." *Jensen v. Wis. Elections Bd.*, 2002 WI 13, ¶ 10, 249 Wis. 2d 706, 639 N.W.2d 537 (per curiam).

Indeed, it would be especially absurd to hold that the Legislature lacked authority under Section 13.124 for these outside-counsel contracts, as proceedings in front of the Wisconsin Supreme Court with respect to this decennial redistricting cycle—in which the Legislature participated via its outside counsel—have already occurred. *Kalal*, 2004 WI 58, ¶ 46. Specifically, pending before the Wisconsin Supreme Court is a rules petition proposing the adoption of original-action procedures for the Wisconsin Supreme Court with respect to the anticipated litigation over this decennial redistricting cycle. *See* Public Notice, *In re Petition for Proposed Rule to Amend Wis. Stat. § 809.70 (Relating to Redistricting)*, No. 20-03 (Wis. Dec. 9, 2020).[1] The Legislature submitted a public comment in support of that petition and appeared before the Wisconsin Supreme Court at its public hearing in support,

[1] Available at https://www.wicourts.gov/sc/rulhear/DisplayDocument.pdf?content=pdf&seqNo=313527.

represented by one of the outside redistricting counsel engaged by the Legislature in the agreements at issue here. *See Comments Of Speaker Of The Wisconsin State Assembly Robin Vos And Majority Leader Of The Wisconsin State Senate Scott Fitzgerald, Supporting Adoption Of Petition 20-03* (Nov. 30, 2020);[2] *Draft Agenda for Wisconsin Supreme Court Rules Hearing For Jan. 14, 2021* (Jan. 13, 2021) (listing counsel for Legislature as speaker in support).[3] No reasonable reading of Section 13.124 supports the conclusion that the Legislature lacks authority under that statute to engage counsel for such proceedings—proceedings specifically related to impending litigation over redistricting—simply because that impending litigation has not yet commenced. *Kalal*, 2004 WI 58, ¶ 46.

c. Plaintiffs' contrary arguments with respect to Section 13.124 are unpersuasive. Plaintiffs argue that Section 13.124 does not authorize Legislative Leadership to hire outside counsel "in anticipation of an action," TI Br. 5 (emphasis omitted)—that is, before the action "is commenced," TI Br. 7. But Plaintiffs' erroneous attempt to "read language into [the] statute" violates the Wisconsin court's approach to statutory interpretation, as the courts disfavor injecting "an implicit time limit" not found in the text. *State v. Hemp*, 2014 WI 129, ¶ 37, 359 Wis. 2d 320, 856 N.W.2d 811. Plaintiffs' position here fails to account for Section 990.001(3)'s prescription that the use of present tense in a statute includes the future tense whenever applicable. *See* supra, pp. 22–23.

[2] Available at https://www.wicourts.gov/supreme/docs/2003commentsvos.pdf

[3] Available at https://www.wicourts.gov/supreme/docs/2003_2004draftagenda.pdf.

Section 990.001(3) undermines Plaintiffs' argument about the language that the Legislature "could have" included in Section 13.124, had it wished to include contracts like those at issue here in the scope of that statute. TI Br. 9–10. Plaintiffs propose that, for Section 13.124 to cover impending actions, the Legislature should have stated that Legislative Leadership could obtain outside counsel in any action in which their respective Houses "*may become a party*" or in which their interests "*may be affected*." TI Br. 9–10. That proposed language, however, reflects the meaning of the *existing* version of Section 13.124, when read in conjunction with Section 990.001(3). Under that existing, conjoined reading, the Legislature may hire outside counsel "in any action" in which the House "[*will be*] a party or in which the interests" of the House "[*will be*] affected." Wis. Stat. §§ 13.124(1)(b), (2)(b), 990.001(3).

II. Plaintiffs Have Failed To Show That They Will Suffer Irreparable Harm Absent Relief To Justify The Relief Sought

To obtain a temporary injunction, the moving party must show irreparable harm in the absence of such an injunction. *Pure Milk Prod. Co-op. v. Nat'l Farmers Org.*, 64 Wis. 2d 241, 251, 219 N.W.2d 564 (1974); *see also Milwaukee Deputy Sheriffs' Ass'n v. Milwaukee Cty.*, 2016 WI App 56, ¶ 20, 370 Wis. 2d 644, 883 N.W.2d 154. This requires the party to show that it "is *likely*" to suffer such harm without this extraordinary relief, rather than merely speculate that such harm could result. *Milwaukee Deputy Sheriffs' Ass'n*, 2016 WI App 56, ¶ 20 (emphasis added).

Here, while Plaintiffs may have shown irreparable harm from the operation of the two outside-counsel contracts *if* Plaintiffs were correct on the merits of their claim—which they are not, *supra* Part I—they have failed to make any showing that

they will likely suffer irreparable harm from the Legislature entering into other, unspecific contracts in the future, *see* TI Br. at 12.

III. The Balance Of The Equities And Considerations Of The Status Quo Militate Strongly Against Any Relief

This Court should also deny Plaintiffs' motion because they cannot show that the equities, on balance, weigh in their favor. To conduct the required balancing of the equities, this Court must weigh the "severity and magnitude" of any irreparable harm suffered by the movant against the "competing irreparable harm" that the nonmovant and the public will suffer if a temporary injunction is issued. *Serv. Emps. Int'l Union (SEIU), Local 1 v. Vos*, No. 2019-AP-622, slip op. at 4, 6–7 (Wis. June 11, 2019) (hereinafter, "*SEIU* TI Order"); *see also Pure Milk Prod. Co-op.*, 90 Wis. 2d at 800. However, when an injunction would block the official actions of "the people's elected representatives," as would the requested injunction here, the injuries to the non-movant and the public are the same. *SEIU* TI Order at 8. Finally, "[a]t times," the Supreme Court will consider whether temporary injunction is "necessary to preserve the status quo.'" *See* Order, *James v. Heinrich*, 2020AP1419-OA, slip op. at 2 (Wis. Sept. 10, 2020) (quoting *Werner v. A.L. Grootemaat & Sons, Inc.*, 80 Wis. 2d 513, 520, 259 N.W.2d 310 (1997)).

Here, the irreparable harm to the Legislature and the public from a temporary injunction would outweigh whatever harm Plaintiffs have attempted to show from the outside-counsel contracts here for the limited period of time before the inevitable redistricting lawsuit is filed (at which time, even Plaintiffs would concede that these contracts would be lawful).

As referenced above, *supra* Part I.A.2, the Legislature's successful completion of the redistricting process depends upon it receiving sophisticated legal advice throughout, owing to the legal complexity of this area. In particular, redistricting requires the Legislature to draw appropriate district lines across the entire State, including for each of the 99 Assembly Districts, the 33 Senate Districts, and the eight Congressional District. *See* Toftness Aff. at ¶ 4. This process requires successful navigation of multiple, complex, and evolving layers of state and federal law, both constitutional and statutory. *See, e.g.,* Wis. Const. art. IV, § 3 (noting Wisconsin Legislature's sovereignty over redistricting); *id.* § 4 (delineating required criteria); *Reynolds*, 377 U.S. at 558, 562–565 (discussing U.S. Constitution's one-person, one-vote redistricting requirement); 52 U.S.C. §§ 10301, 10304; *Cooper*, 137 S. Ct. at 1464–66. Thus, the Legislature must consider drawing lines that are "bounded by county, precinct, town or ward," "consist of contiguous territory" and are "in as compact form as practicable," Wis. Const. art. IV, § 4, yet do not deviate from population equality, *Reynolds*, 377 U.S. at 558, 562–65, and preserve communities of interest as required by the Voting Rights Act, 52 U.S.C. §§ 10301, *et seq.* Moreover, the Legislature historically takes into account other important considerations, such as preserving the core of existing districts and ensuring, as much as possible, and that a district's incumbent remains within his or her newly drawn district—which additional considerations add even more complexity and legal risk. *See Reynolds*, 377 U.S. at 578–79; *Bush v. Vera*, 517 U.S. 952, 964 (1996).

Depriving the Legislature of the advice and guidance of its chosen outside counsel during this difficult process would needlessly hamstring the Legislature's efforts to draw constitutionally compliant maps, working a deep insult to this coordinate branch of government, *accord LWV*, 2019 WI 75, ¶ 36, and the public at large, *see SEIU* TI Order at 8.

Moreover, the Legislature and the public would suffer additional irreparable harm were this Court to grant Plaintiffs' vague request for a temporary injunction blocking the Legislature from entering "any other contracts for legal services when there is no corresponding action that the Assembly or Senate is a party to or in which they have an affected interest." TI Br. at 12. Such an open-ended injunction would inevitably thwart the Legislature from responding to emergency litigation potentially threatening the very core of its authority to make law for the people of this State. *See, e.g.*, *Wis. Legislature v. Evers*, No. 2020AP608-OA, slip op. at 1–2, 4 (Wis. Apr. 6, 2020); *Wis. Legislature v. Palm*, 2020 WI 42, ¶ 2, 391 Wis. 2d 497, 942 N.W.2d 900; *see also* Toftness Aff. at ¶ 15. Additionally, this requested injunction would work the absurd result of preventing the Legislature from engaging counsel in advance of the filing of an action that implicates its interests, despite potentially knowing to a degree of near-certainty that such an action is impending—perhaps through the receipt of a demand letter or other communication from the looming plaintiff. *See supra* pp. 22, 24; Toftness Aff. at ¶ 16

Finally, if this Court were to consider the status quo here, *see* Order, *James*, No. 2020AP1419-OA, slip op. at 2, this would only counsel in favor of denying

Plaintiffs' temporary-injunction motion. As explained extensively above, the Legislature has hired outside counsel for drafting and evaluating legislation *for decades*—including for the decennial redistricting process. *Supra* Part I.B.2. Yet, Plaintiffs would have this Court upend that longstanding practice, with no regard for the disruption that this would entail. *See* Order, *James*, slip op. at 2.

And as to the particular outside-counsel contracts targeted by Plaintiffs here, their requested relief would disrupt the status quo. *See id.* Plaintiffs filed this lawsuit nearly three months after the Legislature first signed these agreements, well after the Legislature had already begun to obtain outside counsel's legal advice on these complicated issues. *See* Compl. Exs. A & B. Enjoining these contracts now, in the midst of the parties' ongoing attorney-client relationship, would leave the Legislature without this sophisticated outside counsel to advise it on the current decennial redistricting process, preparations for which have already begun. Toftness Aff. at ¶¶ 12–13. Moreover, Plaintiffs' requested injunction would be especially disruptive, as it would prohibit the Legislature from hiring substitute outside counsel to provide this essential advice, while the Legislature is formulating its redistricting plans, prior to the filing of any action. Toftness Aff. at ¶ 12.

CONCLUSION

This Court should deny Plaintiffs' Motion For A Temporary Restraining Order And Temporary Injunction.

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Respectfully Submitted,

Electronically signed by Misha Tseytlin
MISHA TSEYTLIN
State Bar No. 1102199
Counsel of Record
KEVIN M. LEROY
State Bar No. 1105053
TROUTMAN PEPPER HAMILTON SANDERS LLP
227 W. Monroe, Suite 3900
Chicago, Illinois 60606
(608) 999-1240 (MT)
(608) 759-1938 (KL)
(312) 759-1939 (fax)
misha.tseytlin@troutman.com
kevin.leroy@troutman.com

Attorneys for Defendants Robin Vos and Devin LeMahieu, in their official capacities