

1 (whereupon, the following proceedings were
2 duly had:)

3 THE CLERK: Amy Lynn Photography Studio,
4 LLC, et al. vs. City of Madison, et al., 17 CV 555.

5 THE COURT: Appearances, please.

6 MR. SCRUGGS: Yes, Your Honor.
7 Jonathan Scruggs on behalf of the plaintiffs. And
8 with me I have Kate Anderson and Michael Dean.

9 MS. LAUTEN: Patricia Lauten, deputy
10 city attorney for the City of Madison. And with me I
11 have Assistant City Attorney Lara Mainella.

12 MR. LeROY: Afternoon, Your Honor.
13 Kevin LeRoy on behalf of the State of Wisconsin
14 representing the Department of Workforce Development.
15 And with me I have Brian Keenan.

16 THE COURT: All right. We're here on
17 oral arguments on a number of motions.

18 A verified complaint was filed back in
19 March seeking declaratory and injunctive relief
20 relating to the City of Madison and State of
21 Wisconsin Public Accommodations Law.

22 That verified complaint was met with a
23 motion to dismiss by both of the -- well, both of the
24 defendants, both sides, the State and the City.

25 And we also have a motion for a

1 temporary injunction by the plaintiff to bar
2 enforcement of the ordinance at issue and the statute
3 at issue, and we've set that for oral argument.

4 I have reviewed all the briefs several
5 times, many of the cases several times, the standards
6 relating to temporary and permanent injunctions, the
7 law on declaratory judgments, and some other
8 procedural issues that I want to address before we
9 get to the substantive arguments.

10 And let me ask the plaintiff -- I
11 promise you I'm going to give you a chance to argue
12 points that you don't think were clear enough in the
13 briefing -- but starting with the procedural issues
14 that are of concern to me, obviously you have a
15 verified complaint which is a little bit different
16 from a regular complaint in that it is sworn, right?
17 Or verified. Does that mean that it converts a
18 motion to dismiss a verified complaint from a motion
19 to dismiss standard to a summary judgment standard
20 because it is an evidentiary document?

21 MR. SCRUGGS: No, Your Honor, I don't
22 believe so.

23 My general understanding is that even
24 though it's verified, a defendant could bring one of
25 two types of challenges, whether that be a factual

1 challenge or what's called a facial challenge.

2 A facial challenge is when the
3 defendants essentially adopt the motion to dismiss
4 standard. They accept all the facts as true and seek
5 to dismiss on that ground. That is my understanding
6 of what the State and the City have done in this
7 case.

8 And then you've got the evidentiary
9 matters with respect to the preliminary injunction.

10 THE COURT: So it's your understanding
11 that any additional evidence beyond the verified
12 complaint that has been put into the record is not to
13 be considered by the Court on the motion to dismiss,
14 only on the motion for the temporary injunction.

15 MR. SCRUGGS: That's correct, Your
16 Honor.

17 THE COURT: Ms. Lauten, will you or
18 Ms. Mainella be arguing?

19 MS. LAUTEN: We actually have it split
20 up. I'm going to do the motion to dismiss and
21 religion. She's going to do everything on speech.

22 THE COURT: Who's going to do procedure?

23 Do you agree with what Mr. Scruggs just
24 said, that I'm not to consider any of the filings,
25 evidentiary filings on ruling on the motion to

1 dismiss, only on whether or not to grant the
2 preliminary injunction?

3 MS. LAUTEN: I do. And if you'll notice
4 in the City's filing, we were very careful not to put
5 in any affidavits in our motion to dismiss and only
6 included various cases and other things. In the
7 motion for temporary injunction we did include
8 affidavits. And that's precisely why we filed as we
9 did.

10 THE COURT: Some of your arguments on
11 the motion to dismiss invoked the history of the City
12 of Madison in enforcing the Public Accommodations Law
13 and demonstrating that in the past there had been no
14 prosecutions similar to those that are of concern to
15 the plaintiffs. Wasn't that in part your argument on
16 standing and justiciability?

17 MS. LAUTEN: For the motion to dismiss,
18 I think we did that through case law and through the
19 actual statute. I think for the injunction motion we
20 had affidavits.

21 THE COURT: All right. So I'm not to
22 consider any of the affidavits on ruling on the legal
23 sufficiency of the verified complaint.

24 MS. LAUTEN: Of the motion -- of our
25 motion to dismiss?

1 THE COURT: Correct.

2 MS. LAUTEN: Correct.

3 THE COURT: All right.

4 And what about you, Mr. LeRoy?

5 MR. LeROY: I have a similar
6 understanding, Your Honor.

7 THE COURT: All right. Except you moved
8 to dismiss based upon the fact that in 30 years,
9 there's never been a prosecution of the type that is
10 concerning to the plaintiffs. I mean, it's kind
11 of -- am I only to consider that in denial of the
12 temporary injunction?

13 MR. LeROY: Two responses, Your Honor.
14 So, first, we do submit that for the temporary
15 injunction; but, second, that just establishes a
16 legal enforcement history, the lack of case.

17 THE COURT: All right. So is that a
18 factual submission that converts this to a summary
19 judgment on the motion to dismiss?

20 MR. LeROY: I don't think so, Your
21 Honor. But in all events we still have our motion to
22 dismiss claim which doesn't rely on the enforcement
23 history.

24 THE COURT: It relies on the case law
25 defining a public accommodation.

1 MR. LeROY: That's correct, Your Honor.

2 THE COURT: All right. Then let me --
3 while I've got you, Mr. LeRoy, let me start with the
4 State's position.

5 The State has basically stated that
6 there's no case or -- not case or controversy -- no
7 justiciable issue because the statute as interpreted
8 by the Court of Appeals and Supreme Court in the
9 State of Wisconsin does not apply to the plaintiffs
10 because they're not public accommodations. That's
11 one of your grounds, correct?

12 MR. LeROY: That's correct, Your Honor.

13 THE COURT: But what you're -- what
14 you've said is that you would agree to a dismissal of
15 the case against the State with an opinion that the
16 statute doesn't apply because of that case law.

17 MR. LeROY: Yes. That's correct, Your
18 Honor.

19 THE COURT: All right. But isn't that
20 not really a dismissal but a declaration that the
21 statute doesn't apply and on that basis a judgment in
22 favor of the plaintiffs that the Public
23 Accommodations Law of the State of Wisconsin does not
24 apply to the facts as alleged in the complaint?

25 MR. LeROY: Two responses, Your Honor.

1 The first is that our standing argument fits in
2 there. They have not alleged a plausible argument
3 that the statute could be enforced against them.

4 The second point is that they need to
5 show that they fall within the statute in order to
6 launch a declaratory judgment against them because
7 they're claiming the statute infringes on their
8 rights.

9 THE COURT: Right.

10 MR. LeROY: Our response is, no, the
11 statute does not infringe on your rights, therefore,
12 you cannot have successful judgment against the
13 statute.

14 THE COURT: All right. But if I'm
15 making that conclusion, if I adopt what you have just
16 said, which they agree with, am I not declaring that
17 the statute doesn't apply to the facts as alleged
18 here as opposed to dismissing them because they don't
19 have -- haven't stated a claim for which relief may
20 be granted?

21 One is a judgment in their favor. The
22 other is the dismissal because they don't even get to
23 the point of a judgment.

24 But what you're telling me is I should
25 declare that the statute doesn't apply to them and

1 then dismiss the case as opposed to saying, yes,
2 you're entitled to judgment from the Court saying the
3 statute doesn't apply to them. It may sound like a
4 distinction without a difference but it really isn't.
5 One's a judgment. The other's a dismissal without
6 any real effect other than that they don't get any
7 kind of a conclusion from the Court.

8 MR. LeROY: Yes, Your Honor. My
9 position is this. The Court has to interpret the
10 statute in either case to give a dismissal or a
11 judgment. The Court has to say, does the statute
12 apply to Lynn or not?

13 However, in saying that the statute does
14 not apply to them, so interpreting the statute to say
15 it does not apply to them, therefore, her conduct is
16 not within the purview of the statute, that would
17 require a judgment in our favor. That would
18 require -- or a dismissal on the standing. The
19 reason why, their claim is that their conduct is
20 protected and the statute infringes on that. If the
21 Court says your conduct may be protected but the
22 statute doesn't infringe, you do not enter judgment
23 in their favor.

24 THE COURT: Have you reached out to the
25 plaintiffs and attempted a stipulation along the

1 grounds that you've apparently agreed in your
2 briefing?

3 In other words, you have taken the
4 position that the statute doesn't apply to the
5 business as it's alleged in the verified complaint,
6 and they seek a declaration that it doesn't apply to
7 them. It sounds like you're in agreement. Have you
8 reached out to have a stipulation along the lines of,
9 well, it can be resolved that way?

10 MR. LeROY: Your Honor, it does seem
11 that we are in agreement. That's the State's
12 position, is that our positions are in alignment. We
13 have not reached out for a stipulation, and the
14 reason why is in their reply they mention that they
15 are seeking an opinion from the Court.

16 THE COURT: But you're saying if I
17 dismiss it because there's no justiciable controversy
18 here, it really isn't a decision from the Court other
19 than that there's nothing here for the Court to
20 decide because they haven't alleged anything that
21 falls within the purview of the statute.

22 MR. LeROY: Yes. I apologize. So with
23 respect to the standing argument, we are not in
24 agreement on that. I apologize.

25 But as to what the statute means, my

1 understanding is we are in agreement with the
2 plaintiffs.

3 THE COURT: All right. Isn't what
4 you're agreeing is a declaration that the statute
5 doesn't apply?

6 MR. LeROY: Your Honor, I don't think
7 it's a -- I don't think it's a declaratory judgment
8 in their favor. And the reason why -- so I think
9 there's a difference between having a declaratory
10 judgment in favor of a party and then interpreting
11 the statute to say that the statute does not apply.
12 In either case the Court has to interpret the
13 statute.

14 THE COURT: Right. And declare what the
15 statute means.

16 MR. LeROY: And declare what the
17 statute -- yes, that's right. It's not a judgment in
18 their favor because they're asking the Court declare
19 the statute invalid as to their conduct. Our primary
20 position is that the statute's not invalid because it
21 doesn't apply to them.

22 THE COURT: All right. So it's a
23 declaratory judgment declaring what the statute says
24 but it isn't a judgment in their favor.

25 MR. LeROY: Yes, Your Honor. I think

1 that's right, Your Honor.

2 THE COURT: And why are you fighting as
3 to whether it's a declaratory judgment or a
4 dismissal? Is there some sort of a remedy that --
5 attorney's fees or costs or whatever that they're
6 entitled to if I issue a declaration that the statute
7 doesn't apply because it's, as alleged, not a public
8 accommodation?

9 MR. LeROY: Just as clarification, Your
10 Honor. Are you saying why are we raising the
11 standing argument?

12 THE COURT: No. No. No. Why are you
13 resisting a declaratory judgment? Because you're
14 telling me I've got to declare what the law means --

15 MR. LeROY: Uh-huh.

16 THE COURT: -- and I've got to make a
17 decision based upon that declaration. But you say
18 it's a dismissal, which seems to suggest that you win
19 and they lose but you're both in agreement. Nobody's
20 winning and nobody's losing. Actually, they're
21 winning because they want to have a finding from this
22 Court that the statute doesn't apply.

23 MR. LeROY: So, Your Honor, I suppose
24 the difference between would be -- would include
25 attorney's fees, and beyond that, the State just

1 simply is defending the law as it interprets it. I
2 suppose -- perhaps I'm not quite understanding Your
3 Honor's question. I suppose my primary argument is
4 that I suppose attorney's fees would hinge on whether
5 or not a judgment is entered against the State.

6 THE COURT: Are we talking about the
7 statutory costs or are we talking about actual
8 attorney's fees?

9 MR. LeROY: I apologize.

10 (Sotto voce discussion held)

11 MR. LeROY: Thank you, Your Honor.

12 Co-counsel for the other side has just
13 noted that costs are listed in the Uniform
14 Declaratory Judgment Act. So those costs would
15 presumably hinge on which party is the winning party
16 or not the winning party.

17 THE COURT: What if I declare that
18 neither's the winning party because I agree with both
19 of you? Because nobody's arguing to the contrary,
20 right? Nobody's telling me in this courtroom that
21 the statute that is at issue applies to the
22 plaintiffs.

23 MR. LeROY: Presumably in the Court's
24 discretion costs would just lie with both parties in
25 that instance.

1 I'd just like to step back and say our
2 primary position is that the statute does not apply.

3 THE COURT: Right.

4 MR. LeROY: As to costs, et cetera, we
5 would rely on the Court's discretion.

6 THE COURT: And didn't the plaintiffs in
7 their briefing say we're not looking for costs, we
8 just want a declaration?

9 MR. LeROY: They did in their reply
10 brief. That's correct, Your Honor.

11 THE COURT: Getting back to my question.
12 If I -- and this is my problem with the
13 Planned Parenthood appellate decision. I still don't
14 understand how they did what they did. They said
15 there was no case or controversy, no justiciable
16 issue because there was nothing to declare but they
17 declared something that nobody argued. I never got
18 that, why that wasn't a declaratory judgment. They
19 had to declare what the law meant before they made a
20 finding that there was nobody entitled to a
21 declaration.

22 And that's what you're asking me to do,
23 declare what the law means to say that they don't
24 have a right to a declaration. That's what I don't
25 understand here.

1 MR. LeROY: So, again -- I apologize for
2 not being entirely clear. My position is the
3 difference between the Court interpreting the statute
4 and saying it doesn't apply and then interpreting the
5 statute to then declare that it is
6 unconstitutional --

7 THE COURT: No. I'm not talking about
8 unconstitutionality. I'm talking about whether it
9 applies because of the public accommodations, the
10 very narrow issue that you raised which you say is
11 dispositive. I agree with you it is dispositive. If
12 the Public Accommodations Law does not apply, which
13 both sides say it doesn't, for the State of Wisconsin
14 at least, then that's the end of the case as far as
15 the case against the State goes, isn't it?

16 MR. LeROY: So, Your Honor, I think
17 perhaps a way out of this dispute would be to say the
18 State would not oppose a declaratory judgment saying
19 the plaintiffs -- the statute means what the State
20 says it means in the briefs, and, therefore, the
21 plaintiffs' conduct is not, therefore, infringed.
22 And then for the Court to distribute costs according
23 to as plaintiffs' say in their brief.

24 THE COURT: Isn't that what you're
25 looking for? I know you want me to go further, but

1 why in the world would I go into the constitutional
2 issues if the statute doesn't apply?

3 MR. SCRUGGS: Your Honor, two points.
4 That is fine. We're fine. All we're looking for is
5 the practical reality of assurance to Ms. Lawson. As
6 you can understand, Ms. Lawson has the precarious
7 situation of violating the law and subjecting herself
8 to these penalties without having some type of
9 assurance from the Court that the law doesn't apply
10 to her.

11 THE COURT: All I'd be doing is putting
12 my imprimatur on what both parties are saying is the
13 law here.

14 MR. SCRUGGS: That would be fine, Your
15 Honor. If the Court just wants to issue that order
16 signed by the Court, we're fine with the Court
17 declaring that the Public Accommodations Law does not
18 apply to her for the reasons articulated by the State
19 based on the facts of the case. We are happy with
20 that, Your Honor.

21 THE COURT: Any objection to that,
22 Mr. LeRoy?

23 MR. LeROY: No, Your Honor.

24 THE COURT: So ordered.

25 I don't imagine the City has any basis

1 to object to whatever the State and the plaintiff do,
2 do they?

3 MS. LAUTEN: No. The City's argument
4 was just a little bit different. We did plead she
5 can't state a claim for relief. We don't believe --

6 THE COURT: We're going to get to the
7 City.

8 Now that the State's out, I can excuse
9 you folks or you can stay as you see fit.

10 Will you be drafting an order then to
11 that effect, Mr. LeRoy?

12 MR. LeROY: Certainly, Your Honor.

13 THE COURT: All right. Submit it to
14 plaintiffs' counsel and get their approval before
15 submitting it to the Court. And if you have some
16 sort of irretrievable breakdown between the two of
17 you, then we'll come back and argue about the
18 language and the order.

19 MR. LeROY: Thank you, Your Honor.

20 THE COURT: All right. Let's then talk
21 about -- to the City.

22 Honestly, I'll get back to you when I am
23 done with the City.

24 Ms. Lauten, is there a material
25 difference between the way the City defines public

1 place or accommodation in the ordinance versus how
2 the State does it? And if there's not, why isn't the
3 City's action also resolved along the same lines as
4 the State's?

5 MS. LAUTEN: I don't think there is a
6 material difference having looked at what the City
7 argued. And what the City pointed out in their
8 complaint, it's very similar, almost identical to the
9 same facts as pointed out by the State. We do not
10 believe she comes under public accommodations in the
11 City's ordinance.

12 THE COURT: And you don't either,
13 Mr. Scruggs.

14 MR. SCRUGGS: Well, Your Honor, this is
15 a bit more complicated. And I think it's helpful to
16 contrast the State's position with the City's to
17 highlight this.

18 The State has come to court and
19 consistently said the law does not apply, that it
20 cannot constitutionally apply its law to Ms. Lawson.
21 And even admitted if the Court gets to the merits,
22 the Court could enter an injunction.

23 The City, on the other hand --

24 THE COURT: Temporary injunction.

25 MR. SCRUGGS: A temporary injunction.

1 The City, on the other hand, has
2 defended its right to apply the law to Ms. Lawson for
3 65 pages of its briefing.

4 THE COURT: I didn't see -- I saw 40.

5 MR. SCRUGGS: I was combining the
6 temporary injunction and the motion to dismiss
7 because the arguments overlapped there.

8 More important, Your Honor, the City has
9 explicitly reserved the right to enforce its law
10 against Ms. Lawson on page 29, footnote 13 --

11 THE COURT: But not on these facts.

12 MR. SCRUGGS: Well, Your Honor, I read
13 that footnote a bit differently. And just to clarify
14 the facts so we're all clear, Ms. Lawson is a
15 for-profit business, an LLC, that promotes her
16 services to the general public via the Internet and
17 physically in Madison. That she wants to and has
18 promoted her services on commercial websites like
19 The Knot and weddingwire.com.

20 You know, Your Honor, if you look at the
21 past commission interpretations, the commission has
22 interpreted similar scenarios to be a public
23 accommodation.

24 I'd also dispute, Your Honor, that the
25 State law and the City law are different. Their

1 terms are different.

2 THE COURT: Well, I was going to get
3 back to Ms. Lauten on that, because there's some
4 differences that I'd like to explore with her as
5 well.

6 But I'll get back to you.

7 MR. SCRUGGS: We have the issue of the
8 text of the law. We have the issue of just the
9 defense the City has put forward that is a bit
10 inconsistent. There's --

11 THE COURT: It may be depending upon
12 some clarification. As I understood the City's
13 position, it was based on what has been put in the
14 verified complaint and everything we've seen in the
15 affidavits. This is not something that it falls
16 within the purview of the Madison Public
17 Accommodations and Amusement statute ordinance.
18 Correct?

19 MS. LAUTEN: Correct.

20 THE COURT: That's basically it?

21 I think what you see as some
22 inconsistency is they say, well, we don't know what
23 else is going to come down the pike and we're not
24 going to say that she's got free license to do
25 whatever, but what she has told us here doesn't fall

1 within our ordinance.

2 MR. SCRUGGS: Your Honor, I think it's
3 helpful to look at what the City cites. I've got
4 some quotes here from the City's brief. For example,
5 on page 8. "If the Public Accommodations Laws are
6 enjoined from enforcement, even just as to Amy or
7 just to wedding photographers, a whole segment of the
8 public will no longer be protected from
9 discrimination."

10 On page 26 --

11 THE COURT: Right. These are
12 alternative arguments, aren't they? On the one hand
13 if the statute -- or the ordinance, I'm sorry, I will
14 get those confused forever -- if the ordinance does
15 not apply, we don't get to the issue of injunction
16 and what the standards are for injunction because
17 there's nothing to enjoin. I declare as I do with
18 the State that it doesn't apply. It's only if I make
19 the finding that you stated a claim for relief that
20 there is a potential that there's an implication of
21 enforcement of this ordinance against your client
22 that we get into all the other arguments: The
23 constitutional arguments, the arguments about what
24 you just raised about its effects on discrimination,
25 et cetera. But the initial position that I

1 understood -- and this is why I wanted to talk to the
2 City about it, because you raised the issue it's
3 inconsistent, may or may not be, I don't think it is,
4 but if it is, then we're going to get beyond this and
5 get to your points.

6 MR. SCRUGGS: Sure.

7 THE COURT: The initial argument, as I
8 understand what they're saying, is this isn't
9 something based on everything that we've -- that's
10 been filed by the plaintiffs. This is not something
11 that would fall under the purview of the Madison
12 ordinance.

13 MR. SCRUGGS: Yes, Your Honor.

14 THE COURT: Am I correct?

15 MS. LAUTEN: You are correct. And I
16 provided that caveat in the footnote because
17 obviously if she opened a business on State Street,
18 we'd have a different analysis.

19 THE COURT: Right.

20 MS. LAUTEN: I don't want anybody to
21 think that we're going to say for all times --

22 THE COURT: Well, and I can understand
23 Mr. Scruggs' point. Nobody would have interpreted
24 that future facts are foreclosed by whatever we do
25 here because it all is fact-dependent.

1 MS. LAUTEN: Right.

2 THE COURT: But based upon what we have
3 here, you're saying the City's position is there is
4 nothing -- there's no applicability of this ordinance
5 to the plaintiffs' conduct as set forth in the
6 factual materials and the verified complaint.

7 MS. LAUTEN: That is correct. Yes.

8 MR. SCRUGGS: Your Honor --

9 THE COURT: Doesn't that dispose of it?

10 MR. SCRUGGS: Yes, Your Honor, in the
11 sense of if the City's willing to be bound by its,
12 again, the same type of scenario with a signed order
13 from the Court explaining that Ms. Lawson is not a
14 public accommodation for the reasons the City puts
15 forth, we're fine with that as long as the City's
16 bound by it in a Court order.

17 THE COURT: Why wouldn't they be bound
18 by it if I ordered that? Similar to what I'm doing
19 with the State.

20 MR. SCRUGGS: That's all we're asking
21 for, Your Honor. All we're asking for, essentially,
22 is that practical safety for Ms. Lawson. We want
23 assurance for her. I think the key point is we don't
24 want Ms. Lawson to do the things that are in the
25 complaint that we allege that she wants to do:

1 Again, promote her services to general public;
2 physically promote her services in Madison, which we
3 allege; do so on commercial websites, things along
4 this nature. As long as we're both crystal clear
5 about what she wants to do, we welcome that result,
6 Your Honor.

7 THE COURT: Well, the only thing that is
8 crystal clear is, and to the extent that anything is
9 crystal clear, is what you have alleged in your
10 materials. That's the sole basis upon which I could
11 make any kind of an order. Correct?

12 MR. SCRUGGS: Yes, Your Honor. That's
13 the type -- that's what we allege in the complaint.

14 THE COURT: All right. So do we need to
15 go any further, Ms. Lauten? Or do we have an order
16 that the Madison ordinance does not apply to the
17 plaintiffs' conduct as alleged in the verified
18 complaint?

19 MS. LAUTEN: As alleged in the verified
20 complaint.

21 THE COURT: And I can issue an order to
22 that effect?

23 MS. LAUTEN: One moment, Your Honor.

24 (Sotto voce discussion held)

25 MS. LAUTEN: Just so you know the basis,

1 and I think we outlined very clearly and pulled the
2 things out of her complaint, also examined the case
3 law of hearing examiners have found is looking at
4 places. But the second requirement just as
5 importantly is she was not accepting all-comers. She
6 has selectivity that she was alleging in her
7 complaint. So as long as we limit it to what she
8 alleged in her verified complaint --

9 THE COURT: I think that's what I
10 said --

11 MS. LAUTEN: Yeah.

12 THE COURT: -- but to the extent that
13 that needed clarification by saying it again, I'll
14 accept that as a friendly amendment.

15 MS. LAUTEN: Okay.

16 THE COURT: So should I issue a
17 declaration to that effect?

18 MS. LAUTEN: Yes.

19 MR. SCRUGGS: That is great, Your Honor.
20 That's the type of assurance that my client needs to
21 exercise what she believes are her constitutional
22 rights.

23 THE COURT: So ordered then.

24 There's no need to hit the issues of
25 temporary injunction because there's nothing to

1 enjoin because we're issuing the declaration as
2 agreed here today. There's nobody arguing to the
3 contrary, so there's no point in getting to the
4 constitutional issues. There's no point in getting
5 to the temporary injunction, the permanent
6 injunction. We've got declarations going with the
7 State and with the City.

8 What else do we have to do today?
9 That's all dispositive.

10 MR. SCRUGGS: Your Honor, would you like
11 us to draft up --

12 THE COURT: I'll let the City try.
13 Again, the same thing -- unless you want to do more
14 work -- it's going to be a collaborative effort. And
15 there will be no costs either way.

16 MR. SCRUGGS: We're fine with that, Your
17 Honor.

18 MR. LeROY: Thank you, Your Honor.

19 THE COURT: And then that -- I don't
20 know what you would appeal. Those orders would be
21 final for purposes of appeal.

22 All right. That's what we'll do.
23 Anything further here today from the
24 plaintiffs?

25 MR. SCRUGGS: No, Your Honor.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

THE COURT: From the City?

MS. LAUTEN: No, Your Honor.

THE COURT: And the State's already
gone. Anything further?

MR. LeROY: No, Your Honor.

THE COURT: Thank you. We're adjourned.

MR. SCRUGGS: Thank you, Your Honor.

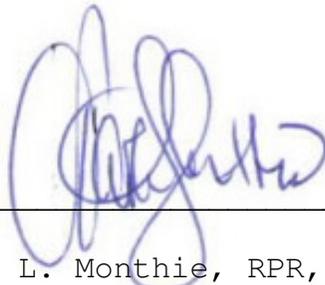
(Adjourned at 2:42 p.m.)

1 STATE OF WISCONSIN)
2) SS
3 COUNTY OF DANE)
4

5 I, TARA L. MONTHIE, Official Court Reporter
6 for Dane County Circuit Court, Branch 9, do hereby
7 certify that I took in shorthand the above-entitled
8 proceedings held on the 1st day of August, 2017, I
9 reduced the same to a written transcript, and that it
10 is a true and correct transcript of my notes and the
11 whole thereof.

12 Dated this 3rd day of August, 2017.

13
14
15
16
17
18



Tara L. Monthie, RPR, CRR
Official Court Reporter

19 The foregoing certification of this transcript does not
20 apply to any reproduction of the same by any means
21 unless under the direct control and/or direction of the
22 certifying reporter.
23
24
25