

FILED
09-29-2025
Clerk of Circuit Court
Washington County, WI
2025CV000103

**STATE OF
WISCONSIN**

**CIRCUIT
COURT**

**WASHINGTON
COUNTY**

WE LOVE FARMINGTON, U.A., and
ANDREW WILLETTS,

Plaintiffs,

v.

TOWN OF FARMINGTON, and
SHALOM WILDLIFE SANCTUARY, LLC
(d/b/a Shalom Wildlife Zoo),

Defendants.

Case No.: 2025-CV-103
Case Code: 30701, 30607
Classification: Declaratory Action,
Administrative Review

COUNTERCLAIM AGAINST ANDREW WILLETTS AND WE LOVE FARMINGTON, U.A.

Now comes the above-named Defendant, Shalom Wildlife Sanctuary, LLC (doing business as Shalom Wildlife Zoo), by its attorneys, Cramer Multhauf LLP, and, as and for a counterclaim, allege and show to the Court as follows:

Parties

1. Plaintiff, Andrew Willetts, is a resident and citizen of the Town of Farmington residing at 1797 Shalom Drive, West Bend, Wisconsin 53090. Willetts is a member of Plaintiff, We Love Farmington, U.A.

2. Plaintiff, We Love Farmington, is a Wisconsin Unincorporated Association established under Wis. Stat. Ch. 184 with its principal place of business at 8075 Indian Lore Road, West Bend, Wisconsin 53090. Third-Party Defendant, Leann Beehler, is a member of We Love Farmington.

3. Defendant-Third-Party Plaintiff, Shalom Wildlife Sanctuary, LLC, (doing business as Shalom Wildlife Zoo) is a Wisconsin Limited Liability Company with a principal place of business at 1901 Shalom Drive, West Bend, Wisconsin 53090.

4. Defendant, Town of Farmington, is a duly organized municipal Town government established pursuant to Wis. Stats. Chapter 60 with its principal place of business at Town of Farmington, 9422 Highway 144, Kewaskum, WI 53040.

5. Third-Party Defendant, Leann Beehler, is an adult individual residing at 8075 Indian Lore Road, West Bend, Wisconsin 53090. She is one of three members of Plaintiff, We Love Farmington, U.A.

6. Third-Party Defendant, Ronald J. (“R.J.”) Kahn, is an adult individual residing at 7855 Indian Lore Road, Unit 11, West Bend, Wisconsin 53090. He is the President of the Forest at Farmington Condominium Association which shares a lot line with Shalom Wildlife Sanctuary.

Jurisdiction

7. Jurisdiction is proper because both third-party defendants are domiciled in the State of Wisconsin under Wis. Stat. § 801.05(1)(b)-(c). Furthermore, all the actions giving rise to this third-party complaint occurred within the State of Wisconsin.

Venue

8. Venue in Washington County is proper under Wis. Stat. § 801.50(2)(a)-(c).

Statement of Facts

9. Third-Party Plaintiff, Shalom Wildlife Sanctuary, LLC, (“Shalom”) operates a zoo at the above identified address and has been in operation for almost 40 years.

10. Shalom is home to more than 800 animals of 75 different species and has been identified as one of the top agritourism attractions for Washington County. It is routinely visited by school groups throughout southeastern Wisconsin due to Shalom’s educational programming on the habitats and animals present on the property.

11. On May 23, 2025, Plaintiffs, Andrew Willetts and We Love Farmington, U.A., filed an amended complaint naming Shalom as a defendant in a lawsuit claiming that a conditional use permit issued by the Town of Farmington was invalid.

12. That complaint seeks judicial relief that would void the conditional use permit issued by the Town of Farmington to Shalom Wildlife Sanctuary, which would in turn prohibit Shalom from continuing in its capacity as a revered wildlife center for individuals and families in and around Washington County.

13. In November 2024, Andrew Willetts, along with his wife, renowned author Jeneva Willetts (also known as Jeneva Nerge Rose), purchased a residential property with an address of 1797 Shalom Drive, Farmington, Wisconsin 53090, which is adjacent to a lot line of Shalom's property.

14. The Willetts purchased the property for approximately \$1.48 million dollars.

15. Upon information and belief, Andrew Willetts and his wife were aware of the existence of the Shalom Wildlife Sanctuary prior to purchasing their property.

16. Relevant to this counterclaim and the contemporaneously filed third-party complaint against R.J. Kahn and Leann Beehler, the Willetts' neighbors to their immediate northeast are Bruce and Leann Beehler.

17. In 2021, Leann Beehler and her husband, Bruce Beehler, purchased a residential property located at 8075 Indian Lore Road, West Bend, Wisconsin 53090, which is within close proximity to Shalom Wildlife Sanctuary.

18. Since this time, Leann Beehler has engaged in repeated behavior and correspondence with numerous state and local government agencies to harass Shalom Wildlife Sanctuary with the intention of shutting down its operation.

19. Bruce Beehler formerly served as the deputy director of the Milwaukee County Zoo and served as the Milwaukee County Zoo's first full-time veterinarian.

20. Based upon information and belief, shortly after moving into the property adjacent to Shalom, Andrew Willetts and his wife met Leann Beehler.

21. Since moving into the property, Beehler has recruited Andrew Willetts to work together to harass Shalom and its owners by repeatedly filing meritless complaints with state and local government entities.

22. Upon information and belief, their intended goal with this harassment is to shut down Shalom's operations and its plans to expand the business to allow for corporate and wedding events and a place for school children to gather.

23. For example, in May of 2023, Beehler lodged her first known complaint with the Town of Farmington Board about Shalom's care for exotic animals. Beehler raised these concerns in person to Patty Hoerig, the Town of Farmington Clerk, who then forwarded them to the members of the Town Board.

24. In March of 2024, Shalom began a process to apply for a conditional use permit with the Town of Farmington to formalize Shalom's operating purpose with the Town's zoning code. Shalom sought an amendment to its conditional use permit to allow it to construct an event venue on the property.

25. In a March of 2024 email the Town of Farmington Board Chairman, Doug Neumann, after receiving numerous correspondence from Leann Beehler objecting to this proposed amendment, stated to her:

On occasion, the Town of Farmington reviews old records and files, to include Conditional Use Permits (CUP). As part of this process, we approach the Shalom Zoo to review and update their Conditional Use Permit. We realize a lot may have changed with their operation since 1995, so we wanted to revisit their current operations.

We conducted this conditional review process the same as all other requests as they were brand new permit request. Per State Statute, neighboring property owners were notified of the public hearing to allow them to address any question or concerns. A public hearing was conducted on March 11, 2024, it was strictly a public hearing open for public discussion and no action was taken by the board at the public hearing meeting.

However, the conditional use permit was on the agenda as an action item for our monthly meeting on March 12, 2024. Similar to all other CUP request are handled, the board reviewed the request, discussed the concerns that we were aware of and ultimately approved the updated conditional use permit for the Shalom Zoo.

As for confidentiality, the Town Board, Zoning Inspector and Fetchers are well aware of your concerns and complaints. It is unfortunate that you were unable to attend either the March 11th or March 12th meeting to voice your concerns to the entire voting members of the board. During these meetings we've learned the hoops, red tape, inspections and regulations that the zoo has to abide by. This is not a back yard family farm zoo. This is a legitimate, highly regulated, operation that has received high "praise" or "achievements" by high level government agencies that regulate their operations.

I'm confident speaking on behalf the entire town board members, the town board as a whole, feels the zoo is an asset to our community. A very high majority of our town residents, to include the entire town board, feel we are extremely fortunate to have such a unique tourist attraction within our community.

I believe it was late 2021 when you purchased your property, at that time the zoo had been in operation for approximately 35 years. As of this year the zoo has been in operation for almost 40 years with minimal, to almost no, issues brought to the town board. To be honest, the town has received more complaints from yourself in the past 2+ years than we've received over my past 10 years I've been involved with the town government and any of our predecessors have indicated. We've listened, investigated and followed-up on each occasion.

I know this may not be end result you're looking for, but the town has no intentions to shut down the Shalom Zoo.

I've copied the entire town board members in this communication to show unity in this message.

26. Leann Beehler and R.J. Kahn became vocally opposed to such action from the Town and ginned up support from other members of the community to oppose Shalom's requested conditional use permit.

27. On March 11, 2024, one of the neighbors (Preston and Susan Jackson) emailed the Town of Farmington Board expressing their concerns about Shalom's potential expanded use under the conditional use permit.

28. In mid-November of 2024, Leann Beehler contacted Cheryl Nenn of the Milwaukee Riverkeepers, an environmental advocacy organization, and asked for her to conduct an investigation “to determine how the zoo is providing enough water for 800+ animals daily, if the zoo is properly disposing of animal waste and prevention of run off.”

29. Nenn then subsequently forwarded that email to employees at the Department of Natural Resources to inquire about Shalom’s water usage and permits.

30. On November 27, 2024, the Town of Farmington Board held an open meeting to consider Shalom’s requested amendment to its conditional use permit.

31. In the weeks prior to this hearing, Beehler began addressing her complaints about Shalom’s operation to the Town Board. One of these complaints referenced the “sand and dust” and claimed this could be affecting the health of her and her neighbors.

32. On December 9, 2024, Susan and Preston Jackson sent a letter written by Attorney Jeffrey Liotta at DeWitt arguing that the Board should deny Shalom’s request for a conditional use permit. This letter was sent to all members of the Town of Farmington Board and the Plan Commission. The letter stated that “The Jacksons and other members of the public are being denied due process rights if any vote is taken on December 10, 2024 given the lack of detail and the applicants’ failure to comply with the applicable Town ordinances when submitting their application.”

33. Prior to this meeting, Beehler had emailed the Zoning Administrator for the Town of Farmington, Wally Rassel, identifying that new neighbors had moved in next to her and asked that they be informed of the December 10, 2024 Town Board meeting. These new neighbors were Andrew and Jeneva Willetts.

34. In this same email, dated December 5, 2024, Leann Beehler asked that the December 10, 2024 Town Board meeting be postponed.

35. Within weeks of purchasing the adjacent property to Shalom, Andrew Willetts and his wife offered public comments at the December 10, 2024 Town of Farmington Board meeting to oppose Shalom's request for the conditional use permit. These comments are reflected on the Town Board's official meeting minutes.

36. Andrew Willetts had in fact contacted the Town of Farmington Board Chairman on December 9, 2024, to ask that the meeting be delayed as the Willetts had only recently moved into their property and had not been notified of the meeting.

37. Before this meeting, Leann Beehler also emailed Wally Rassel and Doug Neumann, the Town of Farmington Board Chairman, that included links and photographs of Shalom that she wanted shared with the Board ahead of the meeting.

38. Beehler spoke at this meeting, which was held on December 10, 2024, and voiced her objection to the issuance of the conditional use permit based on safety concerns even though there is no record of any animals escaping or attacking visitors at the property.

39. R.J. Kahn also addressed the Board during this meeting and voiced his opposition to the conditional use permit.

40. The Board then sought to vote on the issuance of a conditional use permit but was unable to do so because those in attendance opposed to the conditional use permit became unruly and disruptive. The Board tabled the vote on the conditional use permit for Shalom until January 14, 2025.

41. On December 11, 2024, Kahn sent an email to Wally Rassel claiming that David Fechter did not pull permits for work that was being done on the Shalom property near its property line with the Forest at Farmington community. In this email, Kahn identifies himself as President of the Forest at Farmington Board of Directors. Kahn asked for a response from Rassel as the Town's response "is important to our plan of action moving forward."

42. On this same day, Kahn called the Washington County Sheriff's Office and reported that David Fechter had built an enclosure on land that belonged to the Forest of Farmington community. An officer was dispatched to Shalom and spoke with Kahn and ultimately interviewed David Fechter about these claims. Fechter told the officer he would be obtaining a new survey of his property and would take down any enclosures that may have encroached on the Forest at Farmington community.

43. On December 19, 2024, Kahn sent a letter to David and Lana Fechter stating that the Forest of Farmington Condominium Association would be pursuing legal action against the Fechters and Shalom based on the work done by Shalom near the property line with the Forest of Farmington. The letter demanded \$5,000 for the alleged trespass by Shalom and its employees within 30 days. The letter further stated that "If you choose to ignore this demand, we will pursue all legal remedies without further notice to you."

44. David and Lana Fechter responded in a letter to the entire Forest of Farmington community stating that they would be having their property surveyed and would rectify any perceived issues with the property line between the Forest of Farmington and Shalom but denied the accusations lobbied by Kahn in his December 19 letter.

45. A member of the Forest of Farmington community responded to the Fechters' letter stating that R.J. Kahn "is in no way representative of 98% of unit owners within Forest at Farmington" and apologized for Kahn's threatening letter. The member stated that "There is no need for these ridiculous threats that have virtually no merit."

46. On December 22, 2024, and January 12, 2025, the Town Board held open forums at the Shalom property for members of the public to ask questions about Shalom and its operations prior to the vote on the conditional use permit.

47. On January 10, 2025, Leann and Bruce Beehler filed a letter with the Town of Farmington Board listing all their believed infractions that had been committed by Shalom. The letter urged the Board to deny the conditional use permit for Shalom and included a variety of grievances against Shalom's operation. A similar letter was sent to the Wisconsin Department of Natural Resources.

48. On January 13, 2025, Attorney Olivia Kelley sent a letter on behalf of the Willetts to the Town of Farmington Board and the Plan Commission which argued that the Board should deny the conditional use permit to Shalom.

49. On the morning of January 14, 2025, Cheryl Nenn of the Milwaukee Riverkeepers sent a letter to the Town of Farmington Board arguing that the conditional use permit should be denied due to environmental concerns. Many of these concerns echoed those espoused by Beehler in her complaints to the Town Board about Shalom's operation.

50. Nenn's letter also referenced complaints from "several neighbors" about Shalom, its operations, and the current zoning ordinances. Upon information and belief, the neighbors Nenn was referencing included the Beehlers and the Willetts.

51. On January 14, 2025, the Board voted to approve the conditional use permit for Shalom in part based on the "lack of complaints/issues from over 30 years of operation" of the Shalom Wildlife Sanctuary per the Town Board's meeting minutes.

52. After this vote, the Willetts and Beehler both addressed the Board and voiced their displeasure with the Board's decision.

53. After the Willetts and Beehler were unable to persuade the Town of Farmington Board officials about Shalom's requested conditional use permit, they have resorted to the legal system to try and obtain a court order that would effectively shut Shalom's business down.

54. On January 22, 2025, Andrew Willetts emailed Doug Neumann and filed a formal complaint alleging that the lights emanating from the Shalom property were in violation of the conditional use permit that had just been approved.

55. Buckley Fechter, the son of David Fechter, responded to the Board members directly and indicated that no new lights had been installed on the property since he purchased it but said he would work to address the Willetts' concerns.

56. On January 26, 2025, Buckley Fechter emailed Andrew Willetts and members of the Town of Farmington Board indicating that David Fechter had adjusted the lights to alleviate the concerns Andrew Willetts expressed in the January 22 email. Buckley Fechter stated that, "It is regrettable that our first interactions as neighbors started this way," and encouraged Andrew Willetts to contact him directly if there were any additional concerns.

57. On January 29, 2025, Leann Beehler sent an email to Wally Rassel, the Town of Farmington Zoning Administrator, complaining about "light pollution" issues emanating from the Shalom property that were affecting her enjoyment of her property. Andrew Willetts, Jeneva Willetts, and R.J. Kahn were bcc'd on this email from Leann Beehler to Wally Rassel.

58. David Fechter responded to these complaints in an email to Rassel and identified that Beehler's house is over 2,000 feet away from the Shalom property. Fechter also explained the numerous efforts he and Shalom had made to previously address complaints from Beehler about the light issues that first arose when the Beehlers purchased their property.

59. On February 5, 2025, R.J. Kahn emailed the Wisconsin Department of Natural Resources about investigating "a number of infractions by Shalom Zoo in recent months." Kahn informed the DNR representative that he could take him through the Forest of Farmington subdivision to observe the site if Shalom would not permit the DNR to enter the property.

60. On February 10, 2025, Leann Beehler emailed Wally Rassel again and asked for a copy of the Town of Farmington's burning ordinance.

61. On February 23, 2025, Andrew Willetts emailed the Washington County Sheriff's Department to report what he believed to be an impermissibly trespass by Shalom employees onto his property.

62. In February of 2025, Andrew Willetts and Leann Beehler began exchanging emails regarding forming an organization to oppose the continuation of the Shalom Wildlife Sanctuary. In these emails, Andrew and Leann discussed strategies to recruit other neighbors and community members to the organization.

63. In one of these emails, Leann Beehler identifies that "RJ will consider asking people once the charter doc is finished so he has something to show them." Upon information and belief, the "RJ" referenced in that email is R.J. Kahn of the Forest at Farmington community.

64. On March 1, 2025, Andrew Willetts emailed Leann Beehler a draft charter to form the We Love Farmington organization.

65. Prior to this email, Andrew Willett had advised Leann Beehler that he did not want his wife, Jeneva Willetts, listed on any documents for We Love Farmington because of publicity concerns regarding her alleged "public persona."

66. The only known members of Plaintiff, We Love Farmington, are Andrew Willetts, Leann Beehler, and Bruce Beehler.

67. Leann Beehler and Andrew Willetts have pulled in other individuals to assist them with their effort to report Shalom to government entities.

68. For example, on March 10, 2025, Cheryl Nenn of Milwaukee Riverkeepers contacted the Wisconsin Department of Natural Resources to report “possible violations of state water laws” at Shalom on behalf of concerned landowners.

69. On March 20, 2025, Nenn forwarded this document to Leann Beehler, Bruce Beehler, and Andrew Willetts.

70. On March 19, 2025, R.J. Kahn forwarded a video of Shalom employees conducting work on a creek on their property to Leann Beehler. Beehler then subsequently forwarded the video to Andrew Willetts.

71. Kahn also sent this video to Cheryl Nenn, Attorney Joe Cincotta, and members of the Washington County Department of Natural Resources and wrote “Someone needs to stop this guy and the DNR won’t even return our calls.”

72. Kahn also submitted this video to the DNR and asked “Why is nothing being done?” in relation to his continued complaints against Shalom.

73. On March 20, 2025, Kahn emailed Karen Hyun, the gubernatorially appointed Cabinet Secretary for the DNR, to complain that the DNR had failed to take actions against his repeated complaints about Shalom. Kahn identified himself as the President of Forest at Farmington and asserted that David Fechter and Shalom employees had committed “numerous DNR violations” that needed to be investigated.

74. In March of 2025, Kahn verbally harassed Shalom employees who were staking lot lines out for a survey of the property. Kahn’s actions and threats caused the employees to fear for their safety.

75. On March 19, 2025, Kahn emailed Brett Scherer, the Land Use Manager for the Washington County Natural Resources Department, with the following message:

As the President of the Forest at Farmington HOA, I would like to extend our deepest gratitude for everything you have done to fight for our rights as Washington County Property owners. Throughout this process, the Department of Parks and Planning has been the only entity that has pushed back at all in terms of protecting the natural beauty we enjoy in our neighborhood. You are true heroes to our residents and we can't express to both of you how thankful we are for you advocacy.

If you could please reply with the email we discussed so I have it for our file that would be great. That way (hopefully) we won't need to bother you again if Shalom tries to violate the statute at some point in the future, but it is very comforting to know that you stand ready to help if we need it!

76. On March 31, 2025, R.J. Kahn emailed employees with the Washington County Natural Resources Department complaining that Shalom took down some fencing around the property which Kahn believed to be violation of state wetlands law. In this email, Kahn wrote "Are you going to be taking any action on this?"

77. On April 8, 2025, Andrew Willetts, Jeneva Nerge Rose, and Leann Beehler met with a representative from the Wisconsin Department of Natural Resources at the Beehler residence regarding their complaints about Shalom. Other individuals at this meeting included Cheryl Nenn of the Milwaukee Riverkeepers, R.J. Kahn of the Forest at Farmington residential community, and Amy Elsbernd, the daughter of Susan and Preston Jackson.

78. After this meeting, Leann Beehler sent an email to Andrew Willetts about the meeting identifying a variety of permitting complaints that could be made against Shalom.

79. On April 24, 2025, Beehler emailed Erin Cox, who was the representative with the Wisconsin Department of Natural Resources at the April 8 meeting, and claimed that Shalom violated permit requirements for some activity on its property including fencing. Cox emailed Beehler back and informed her that these complaints were not the responsibility of the Wisconsin Department of Natural Resources.

80. On April 28, 2025, R.J. Kahn emailed Erin Cox about David Fechter cutting down brush on Shalom's property and bringing in dirt to the property. Kahn claimed this conduct "is clearly a wetland violation." He further wrote to Cox about Fechter, "Please let me know where we are at in terms of actions on him." Leann Beehler was cc'd on this email from Kahn to Cox.

81. On May 23, 2025, Andrew Willetts and We Love Farmington, U.A., filed an amended complaint naming Shalom Wildlife Sanctuary as a defendant in this lawsuit, claiming that the conditional use permit issued by the Town of Farmington to Shalom Wildlife Sanctuary on January 14, 2025, was invalid.

82. On May 24, 2025, the Willetts contacted the Washington County Sheriff's Department to report that David Fechter was constructing a fence on the Willetts' property. This occurred a day after the Willetts and We Love Farmington had named Shalom as a defendant. Leann Beehler arrived at the Willetts property just minutes after a sheriff's deputy began speaking with the Willetts about their complaint. Upon information and belief, Andrew Willetts informed Leann Beehler that he had requested the Sheriff's Department to send someone out to their residence. David Fechter provided the responding deputy with a permit issued by the Town of Farmington to construct the fence. The deputy concluded in his report that he "found no reason to instruct David and Buckley to stop their work."

83. On May 30, 2025, Andrew Willetts emailed the Town Board demanding "immediate action be taken" against Shalom to remedy a supposed "nuisance" situation as Shalom had placed a porta-potty on its property for its construction workers. At no point was the porta-potty ever placed on the Willetts' property.

84. On June 18, 2025, Beehler emailed Erin Cox regarding the placement of a flagpole and flamingo statues on Shalom's property. Beehler thought that a permit was needed for Shalom to place the flagpole and flamingo statues near a lake on Shalom's property. Beehler

ended her email with the following question: “With that said, are there any updates regarding the ponds and culverts investigation?”

85. On July 8, 2025, Willetts emailed an employee with the Washington County Land Use Department informing them that a new fence was being constructed on Shalom’s property and informed the government agency that no permit had been obtained for its construction. Upon information and belief, Willetts sent this email in the hopes that the government agency would engage in an investigation into this complaint.

86. On July 8, 2025, Leann Beehler emailed the Wisconsin Department of Natural Resources to express her concerns about alleged dredging of a lake on the Shalom property. Beehler signed the email as the Secretary of We Love Farmington and asked that the Wisconsin Department of Natural Resources investigate her complaint about the dredging with Shalom’s owners.

87. On July 17, 2025, Beehler again emailed the DNR and asked for “an update on the ponds that are on zoo grounds and were put in without permits?” She stated that “Several of the townspeople of the ‘We Love Farmington UA’ community group have concerns so they have contacted me about what is happening with Lake Ehne. I forward the permits listed on the county site.” In this email, Beehler asked the DNR representative if she should contact the Army Corps of Engineers about these concerns.

88. The only known “townspeople” of We Love Farmington are Leann Beehler, Bruce Beehler, and Andrew Willetts.

89. On July 18, 2025, the DNR representative responded to Leann Beehler and confirmed that he had received her complaints. The representative further indicated that Erin Cox was “actively reviewing site conditions at Shalom Zoo and on Mr. Buckley Fechter’s property.”

90. On July 19, 2025, Willetts again emailed the Town Board and complained that David and Buckley Fechter were doing work on the Shalom property without obtaining the proper permits. It was later identified that no permits from local or state authorities were needed for this work.

91. The lawsuit filed by Andrew Willetts and We Love Farmington was initiated with the intention of further harassment of Shalom and its owners and with the intention to cause Shalom economic pain with the goal of shutting down its operations and preventing its further expansion.

92. Even after the amended complaint was filed, Andrew Willetts and Leann Beehler continued to report Shalom to local and state authorities.

93. On May 30, 2025, Andrew Willetts emailed the Washington County Sheriff's Office a copy of a nuisance complaint he had sent to the Town of Farmington Board regarding the presence of a porta-potty on Shalom's property. In his email to the Board, Willetts claimed that the use of the porta-potty was a violation of both county ordinances and state statutes.

94. On July 21, 2025, Leann Beehler emailed the Town Board to lodge a complaint against Shalom for having a "large open burn" on its property.

95. On September 14, 2025, Kahn emailed all three members of the Town of Farmington Board and claimed that a wedding had been held on Shalom's property. Kahn asked for something to be done about his complaint immediately. About two hours later, Kahn emailed the Board again and informed them that he was mistaken and that this wedding actually occurred at a neighbor's property, and not the Shalom property.

96. The repeated complaints to local and state government authorities by Andrew Willetts, R.J. Kahn, and Leann Beehler have been coordinated in an attempt to have Shalom cease its operations.

97. These petty complaints have further harmed Shalom's reputation with members of the Town of Farmington community and state and local authorities.

98. Prior to Beehler moving nearby, Shalom had not received any formal complaints from any neighbors or government entities about its operation.

99. The complaints and response from state and local government authorities drastically increased once the Willetts moved next door to Shalom and formed We Love Farmington with Leann Beehler.

100. Shalom Wildlife Sanctuary is a lawful business registered with numerous government agencies and operates a vast wildlife and nature preserve adjacent to the Willetts' residence.

101. In March of 2024, Shalom approached the Town of Farmington to expand the use of facilities to build and construct an event space and have developed a business plan to achieve that business expansion plan.

102. Shalom has had to put that plan on hold while this lawsuit has been initiated and has lost potential profits from those events because of this repeated harassment by Andrew Willetts, Leann Beehler, R.J. Kahn, and We Love Farmington.

103. In accordance with state and federal regulations, it annually meets with necessary state and federal regulators to ensure its operation complies with all regulations for its zoological operations.

104. Leann Beehler told David and Lana Fechter, Shalom's two owners, that she would "do everything in her power to shutdown the Zoo."

105. Another home owner in the Forest at Farmington community further informed other nearby neighbors that he wanted to run up legal fees for Shalom in attempts to put it out of business.

COUNT I—ABUSE OF PROCESS

(Against Leann Beehler, R.J. Kahn, Andrew Willetts, and We Love Farmington)

106. Defendant and Third-Party Plaintiff, Shalom Wildlife Sanctuary, reincorporates all previously alleged paragraphs as if fully set forth herein.

107. Beehler, Kahn, Willetts, and We Love Farmington had a purpose other than that which the process was designed to accomplish when they began reporting Shalom to state and local government agencies repeatedly for petty and frivolous complaints.

108. By filing this lawsuit, Beehler, Willetts, and We Love Farmington are abusing the legal process for a purpose that it is not designed to accomplish, primarily harassment and causing Shalom to expend further legal fees to defend its business operations.

109. Upon information and belief, Kahn was aware that Shalom was going to be named as a defendant in the lawsuit during his meeting with Beehler, Willetts, and the Wisconsin Department of Natural Resources on April 8.

110. Beehler, Kahn, Willetts, and We Love Farmington subsequently misused the legal process to achieve a purpose other than that it was designed to accomplish primarily to prohibit Shalom from further operations.

111. Beehler, Willetts, and We Love Farmington's main objective through his lawsuit is to obtain a court order that would effectively prevent Shalom from continuing to exist in the Town of Farmington.

112. Kahn has threatened to sue Shalom and has lodged baseless complaints against Shalom with various government agencies for the purpose of forcing Shalom to spend legal fees and interfere with the business's operations.

113. Beehler, Kahn, Willetts, and We Love Farmington's main objective through the filing of complaints with state and local authorities was to prevent and intimidate Shalom from expanding their business operations.

114. Beehler, Willetts, and We Love Farmington with Kahn's support have initiated this lawsuit against Shalom with the intention, not to have them comply with the conditional use permit, but rather in an attempt to get Shalom to cease its operations.

115. Beehler, Kahn, Willetts, and We Love Farmington first attempted to achieve this result through filing repeated and excessive complaints with the local and state governmental agencies, and when that was unsuccessful, conjured this lawsuit in a hopes that it will have that intended effect.

116. Beehler, Kahn, Willetts, and We Love Farmington have perverted the legal process by repeatedly lodging complaints with local and state government authorities.

117. The complaints from Beehler, Kahn, Willetts, and We Love Farmington have continued even after the lawsuit involving the conditional use permit was initiated.

COUNT II – INJURY TO BUSINESS – WIS. STAT. § 134.01

(Against Leann Beehler, R.J. Kahn, Andrew Willetts, and We Love Farmington)

118. Defendant and Third-Party Plaintiff, Shalom Wildlife Sanctuary, reincorporates all previously alleged paragraphs as if fully set forth herein.

119. Andrew Willetts, Leann Beehler, and R.J. Kahn acted together prior to the initiation of this lawsuit to thwart Shalom's operation and vexatiously reported Shalom to local and state government entities in the hopes of shutting down Shalom.

120. Andrew Willetts, Leann Beehler, and R.J. Kahn acted with a common purpose to injure Shalom's reputation with members of the community and government agencies

by filing frivolous and malicious complaints with local and state government entities. This was a coordinated campaign led by Willetts, Beehler, and Kahn.

121. Beehler and Willetts joined together to form We Love Farmington to create the impression that there was a larger contingent of community members who opposed Shalom's business practices, when in fact the organization only has three members: Andrew Willetts, Leann Beehler, and Bruce Beehler.

122. Beehler and Willetts created this organization only after their attempts to oppose the issuance of the conditional use permit failed with the Town of Farmington Board.

123. Andrew Willetts, Leann Beehler, and R.J. Kahn engaged in this behavior with a malicious intent to carry out their common purpose of shutting down Shalom.

124. Beehler told the owners of Shalom that she would "do everything in her power to shutdown" Shalom.

125. Kahn has threatened Shalom with legal action over frivolous complaints in the hopes of Shalom having to spend excessive legal fees that would cause the business to cease its operations.

126. Through their actions and the filing of this lawsuit, Andrew Willetts, Leann Beehler, R.J. Kahn, and We Love Farmington have financially injured Shalom.

127. Specifically, the behavior of Willetts, Beehler, and Kahn has impacted Shalom's ability to open and operate an event venue space on its property as approved by the Town of Farmington.

128. Shalom's reputation in the community and with local and state government agencies has been harmed by the repeated allegations and complaints by Willetts, Beehler, and Kahn.

129. Furthermore, Shalom has had to expend significant legal fees to defend its reputation.

RELIEF REQUESTED

Defendant and Counterclaimant, Shalom Wildlife Sanctuary, demands judgment against Plaintiffs Andrew Willetts and We Love Farmington as follows:

1. On Count I, an order for judgment and judgment that Plaintiffs, Andrew Willetts and We Love Farmington, have committed abuse of process against Defendant, Shalom Wildlife Sanctuary, and an award of damages in an amount to be determined at trial;

2. On Count II, an order for judgment and judgment that Plaintiffs, Andrew Willetts and We Love Farmington, have committed tortious interference with a business pursuant to Wis. Stat. § 134.01 against Defendant, Shalom Wildlife Sanctuary and an award of damages in an amount to be determined at trial;

3. Punitive damages;

4. Prejudgment interest;

5. Reasonable attorney's fees;

6. Statutory costs; and

7. Any other relief deemed proper by the Court.

PLAINTIFFS DEMAND A JURY ON ALL ISSUES SO TRIALABLE

Dated this 29th day of September, 2025.

CRAMER MULTHAUF LLP
Attorneys for Defendant,
Shalom Wildlife Sanctuary, LLC

By: Electronically signed by Matthew M. Fernholz
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