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Washington County, WI
2025CV000103

**STATE OF
WISCONSIN**

**CIRCUIT
COURT**

**WASHINGTON
COUNTY**

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

Plaintiffs,

v.

TOWN OF FARMINGTON,

Defendant,

SHALOM WILDLIFE SANCTUARY, LLC
(d/b/a Shalom Wildlife Zoo),

Defendant/Third-Party Plaintiff,

v.

LEANN BEEHLER, and
RONALD J. KAHN,

Third-Party Defendants.

Case No.: 2025-CV-103

Case Code: 30701, 30607

Classification: Declaratory Action,
Administrative Review

**DEFENDANT/THIRD-PARTY PLAINTIFF SHALOM WILDLIFE SANCTUARY, LLC'S
RESPONSE TO WE LOVE FARMINGTON, U.A./LEANN BEEHLER'S MOTION TO
DISMISS THE COUNTERCLAIM AND THIRD-PARTY COMPLAINT**

INTRODUCTION

Leann Beehler, acting through We Love Farmington, U.A. and in concert with Andrew Willetts and R.J. Kahn, has over the course of a year taken actions to harm Shalom Wildlife Sanctuary, LLC. These actions include using the legal process to threaten and harass Shalom, as well as running up its legal fees. She has taken these actions with one purpose in mind: shutting down Shalom. The Counterclaim and Third-Party Complaint adequately allege facts that constitute abuse of process and injury to business under Wis. § 134.01. m As such, the Court should deny the motion to dismiss the Counterclaim and Third-Party Complaint.¹

¹ The Third-Party Complaint and Shalom's Counterclaim are substantially similar. (See Dkts. 36, 37.) Because of that, this response will only refer to the Counterclaim for ease of reference.

BACKGROUND FACTS

The facts of this case reveal an effort by Leann Beehler, with the help of Ronald Kahn and Andrew Willetts, to “do everything in her power to shutdown the Zoo,” which is exactly what she told Shalom Wildlife Sanctuary’s (“Shalom”) owners she was going to do. (Dkt. 36, ¶104.) To do so, Beehler, Kahn, and Willetts made consistent, coordinated complaints to multiple agencies and authorities over the course of a year. It all began when Beehler moved near Shalom 35 years after Shalom began operating as a zoo. (*Id.*, ¶25.) Prior to Beehler’s arrival, “Shalom had not received any formal complaints from any neighbors or government entities about its operation.” (*Id.*, ¶98.) After her arrival, the Town of Farmington (“Town”) received numerous complaints from Beehler about Shalom. (*See id.*, ¶25.) Beehler recruited others to join her in complaining against Shalom. (*See id.*, ¶21.) Mere weeks after Willetts and his wife moved to the area in November 2024, Beehler met them and roped them into her conflict with Shalom (*Id.*, ¶¶20–21, 33.) Together they have made complaints to the Town, the DNR, Milwaukee Riverkeepers, the Washington County Land Use Department, and the Washington County Sheriff’s Department alleging no less than 17 distinct infractions against Shalom over the past year.² The details of this story are best expressed chronologically.

In March 2024, Shalom applied for a conditional use permit (CUP) with an amendment allowing it to open an event venue on the property. (*Id.*, ¶24.) Beehler opposed the amendment

² These complaints include reporting that Shalom: (1) was building a fence it was not allowed to build (Dkt. 36, ¶¶79, 82); (2) was taking down a fence in violation of wetlands law (*Id.*, ¶76); (3) had a flagpole and flamingo statues in violation of a permit (*Id.*, ¶84.); (4) had porta-pottys on its property and they were a nuisance (*Id.*, ¶83); (5) had an unlawful open burn (*Id.*, ¶94); (6) was cutting down brush and bringing in dirt in violation of wetlands law (*Id.*, ¶80); (7) alleged unlawful work on its creek (*Id.*, ¶¶70–71); (8) was causing “sand and dust” to emit (*Id.*, ¶31); (9) that Shalom was not properly disposing of animal waste and runoff (*Id.*, ¶28); (10) unfounded allegations of safety violations (*Id.*, ¶38); (11) was performing work for which it did not have a permit (*Id.*, ¶¶41, 90); (12) had employees trespassing on neighbor’s property (*Id.*, ¶61); (13) was dredging its lake unlawfully (*Id.*, ¶86); (14) was doing something unlawful with its ponds and culverts (*See id.*, ¶¶84, 87); (15) had lighting in violation of a permit (*Id.*, ¶¶55, 57); (16) was building an enclosure on neighboring land (*Id.*, ¶42); and (17) was hosting a wedding on its property (*Id.*, ¶95.)

and, after stating her displeasure, received a letter from the Town of Farmington Board Chairman stating that, “the zoo has been in operation for approximately 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 in the 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 the result you’re looking for, but the town has no intentions to shut down the Shalom Zoo.” (*Id.*, ¶25.)

In November 2024, a few things of note happened. Beehler reached out to Cheryl Nenn of the Milwaukee Riverkeepers, an environmental advocacy organization, to investigate Shalom’s provision of water to the animals and if Shalom was properly disposing of animal waste and runoff. (*Id.*, ¶28.) Nenn forwarded the email to the Wisconsin Department of Natural Resources (DNR) and asked about Shalom’s water usage and permits. (*Id.*, ¶29.) Also in November, Andrew Willetts and his wife moved to a \$1.48 million dollar home adjacent to Shalom’s property. (*Id.*, ¶¶13–14.) Then, on November 27, the Town held an open meeting to consider the proposed amendment to Shalom’s permit. (*Id.*, ¶30.)

In December 2024, the Town was to hold a Board meeting on December 10. (*See id.*, ¶33.) On December 5, Beehler emailed the Town asking them to postpone the meeting and identified new neighbors—the Willetts—who should be informed of the meeting. (*Id.*, ¶¶33–34.) On December 9, the Willetts asked the Chair of the Town Board to postpone the meeting, as they had recently moved to the area and had not been notified of the meeting. (*Id.*, ¶36.) On December 10, the meeting occurred as planned, although they were unable to vote on the CUP “because those in attendance who opposed [it] became unruly and disruptive.” (*Id.*, ¶40.) Beehler and Kahn attended the meeting and voiced their opposition to Shalom’s CUP. (*Id.*, ¶¶38–39.)

The day after the meeting, Kahn sent an email to the Farmington Zoning Administrator, Wally Rassel, claiming that Shalom “did not pull permits for work” performed “near [Shalom’s] property line with the Forest at Farmington community.” (*Id.*, ¶41.) Kahn said a response from Rassel was “important to our plan of action moving forward.” (*Id.*) That same day, he called the Washington County Sheriff’s Office claiming that Shalom’s owners were building an enclosure on Forest of Farmington land. (*Id.*, ¶42.) Shalom property owners said they would survey the property lines and remove any enclosures encroaching upon the Forest at Farmington’s land. (Dkt. 36, ¶42.)

On December 19, Kahn sent a letter to Shalom’s owners—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,” demanded \$5,000 for the alleged trespass, and said that “[i]f you choose to ignore this demand, we will pursue all legal remedies without further notice to you.” (*Id.*, ¶43.) In a letter to the entire Forest of Farmington community, the Fechters responded that they would have their property surveyed and rectify any issues with the property line.³ (*Id.*, ¶44.)

And then on December 22, the Town Board met at Shalom for members of the public to ask questions ahead of the vote scheduled on Shalom’s CUP. (*Id.*, ¶46.)

On January 10, 2025, Beehler and her husband filed a letter with the Town Board listing all their grievances with Shalom, urged the Board to deny the CUP, and sent a similar letter to DNR. (*Id.*, ¶47.) On January 12, the Town held another open forum at Shalom for community members to ask questions. (*Id.*, ¶46.) On January 13, Willetts, through counsel, also sent a letter to the Board asking that they deny Shalom’s CUP. (*Id.*, ¶48.) And on the morning of January 14,

³ The Fechters did, however, deny the allegations of Kahn’s December 19 letter. (Dkt. 36, ¶44.)

Nenn also sent a letter to the Board requesting denial, mimicking concerns Beehler previously raised with the Board. (*Id.*, ¶49.)

On January 14, the Board voted to approve Shalom's CUP, based in part on the "lack of complaints/issues from over 30 years of operation." (*Id.*, ¶51.) Willetts and Beehler voiced their concerns after the vote, and on January 22, Willetts emailed the Town Board Chairman to file a formal complaint against "the lights emanating from the Shalom property," stating that they were in violation of the new CUP. (*Id.*, ¶¶52, 54.) Buckley Fechter, the son of Shalom's owners, told the Board that "no new lights had been installed on the property" since he purchased it earlier that year, "but said that he would work to address the Willetts' concerns." (*Id.*, ¶55.) Four days later, on January 26, Buckley emailed Willetts and the Board stating that he adjusted the lights to address Willetts' concerns and said that it was "regrettable that [their] first interactions as neighbors started this way," and suggested Willetts reach out directly with any further concerns. (*Id.*, ¶56.)

Three days later, it was Beehler who emailed about the lights, complaining this time to the Zoning Administrator about "light pollution" from Shalom. (*Id.*, ¶57.) She bcc'd Willetts and Kahn. (*Id.*) This apparently was not Beehler's first light complaint, as David Fechter replied with an explanation of "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." (*Id.*, ¶58.)

On February 5, 2025, Kahn emailed the DNR requesting that it investigate "a number of infractions by Shalom Zoo in recent months." (*Id.*, ¶59.) On February 10, Beehler emailed the Zoning Administrator once again to ask for a copy of Farmington's burning ordinance. (*Id.*, ¶60.) On February 13, Willetts and We Love Farmington, U.A. ("WLF") filed a lawsuit against the Town, claiming it unlawfully issued the CUP to Shalom for four different reasons. (*See* Dkt. 3.) And on February 23, Willetts emailed the Washington County Sheriff's Department to report an

alleged trespass of Shalom employees onto his property. (Dkt. 36, ¶61.) Notably, it was sometime during this month that Beehler, Willetts, and Kahn began emailing about creating an organization to oppose Shalom. (*Id.*, ¶62.)

In March 2025, Willetts and Beehler had a draft charter to form the WLF organization. (*Id.*, ¶64.) The members of WLF are Andrew Willetts, Leann Beehler, and her husband Bruce Beehler. (*Id.*, ¶ 66.) Willetts did not want his wife, Jeneva Rose, listed on any of the documents for WLF because of concerns due to her alleged “public persona.” (*Id.*, ¶65.) On March 10, Nenn contacted the DNR to report “possible violations of state water laws” and forwarded that message to Beehler and Willetts on March 20. (*Id.*, ¶¶68–69.) On March 19, Kahn forwarded a video of Shalom employees working on a creek on their property to Beehler, who then forwarded it to Willetts. (*Id.*, ¶70.) He also sent it to Nenn, members of the Washington County Department of Natural Resources, and the DNR. (*Id.*, ¶¶71–72.) Also on March 19, Kahn emailed the Land Use Manager for the Washington County Natural Resources Department thanking him for “everything [he has] done to fight for our rights as Washington County Property owners.” (*Id.*, ¶75.) He went on to say that “[t]hroughout 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.” (*Id.*)

On March 20, Kahn called the Cabinet Secretary of the DNR, complaining that DNR failed to take action about his concerns, and identified himself as the President of Forest at Farmington. (*Id.*, ¶73.) And on March 31, he emailed the Washington County Natural Resources Department to complain that Shalom took down a fence in, what he thought, was a violation of state wetlands law. (*Id.*, ¶76.) At some other point in March, Kahn verbally harassed Shalom employees who were staking out lot lines to survey the property. (*Id.*, ¶74.)

In April 2025, a DNR representative held a meeting at the Beehler residence to address concerns about Shalom. (*Id.*, ¶77.) Beehler, Willetts and his wife, Nenn of the Riverkeepers, and Kahn were there, among others. (*Id.*) After the meeting, Beehler sent an email to Willetts about the meeting, identifying a number of complaints that could be made against Shalom. (*Id.*, ¶78.) On April 24, Beehler emailed the DNR representative complaints about Shalom’s fencing. (*Id.*, ¶79.) On April 28, Kahn emailed the DNR representative about David Fechter “cutting down brush on Shalom’s property and bringing in dirt to the property,” in what he believed to be a wetlands violation. (*Id.*, ¶80.) He copied Beehler on this email. (*Id.*)

In May 2025, Willetts and WLF filed an amended complaint adding Shalom as a defendant and making more claims relating to the CUP. (*Id.*, ¶81.) The next day, Willetts contacted the Washington County Sheriff’s Department and claimed that Fechter was building a fence on Willetts’ property. (*Id.*, ¶82.) When the deputy arrived to speak with the Willetts, Beehler showed up minutes later, having been informed by Willetts that he contacted the Sheriff’s Department. (*Id.*) Fechter showed the deputy his permit, and the deputy “found no reason to instruct David and Buckley to stop their work.” (*Id.*)

On May 30, Willetts emailed the Town Board about porta-pottys on Shalom’s property for its workers. (*Id.*, ¶83.) He demanded “immediate action be taken” to remedy this “nuisance.” (*Id.*) The porta-pottys were never on Willetts’ property. (*Id.*) He forwarded this email to the Sheriff’s Department. (*Id.*, ¶93.)

In June 2025, Beehler reached out again to the DNR representative to complain about a flagpole and flamingo statue on Shalom’s property, believing that a permit was needed for how close they were to a lake. (*Id.*, ¶84.) She also alluded in this email to a pond and culverts investigation. (*Id.*)

On July 8, 2025, Willetts sent an email to the Washington County Land Use Department and Beehler sent an email to the DNR. (*Id.*, ¶¶85–86.) In Willetts’ email, he complained about a fence being constructed on Shalom’s property that he believed did not have a permit. (*Id.*, ¶85.) In Beehler’s email, she complained about Shalom’s dredging of one of its lakes and signed the email as the Secretary of WLF. (*Id.*, ¶86.) Nine days later, Beehler emailed DNR again, asking for an update on ponds she believed were put in without permits and that several of the members of WLF were concerned about a lake. (*Id.*, ¶87.) The only members at that time were Beehler, her husband, and Willetts. Two days later, on July 19, Willetts emailed the Town Board and complained that the Fechtters were doing work on their property without the proper permits. (*Id.*, ¶90.) It was later determined that no permits were needed for that work. (*Id.*) Then, on July 21, Beehler emailed the Town Board about a “large open burn” on Shalom’s property. (*Id.*, ¶94.)

In September 2025, Kahn emailed the Town Board claiming that a wedding was being held on Shalom’s property. (*Id.*, ¶95.) Two hours later he emailed again to correct himself, realizing the wedding was actually at a neighbor’s property and not at Shalom. (*Id.*, ¶95.)

Because of WLF and its members’ actions, Shalom has suffered reputationally with local and state government agencies, who are responsible for making permitting and other decisions affecting Shalom’s business. (*Id.*, ¶128.) It has also affected Shalom’s plan to open and operate an event venue space on its property, and as made permissible by the Town’s CUP. (*Id.*, ¶127.)

And, what is more, through filing suit against Shalom, WLF, its members, and Kahn have financially injured Shalom, including the expenditure of significant legal fees to guard its reputation. (*Id.*, ¶¶126, 129.)

STANDARD OF REVIEW

To survive a motion to dismiss for failure to state a claim, a complaint need only “contain a short plain statement of the claim, identifying the transaction or occurrence or series of

occurrences out of which the claim arises and showing that the pleader is entitled to relief.” *Cattau v. National Ins. Services of Wis., Inc.*, 2019 WI 46, ¶4, 386 Wis.2d 515, 926 N.W.2d 756 (per curiam) (quoting Wis. Stat. § 802.02(1)(a)). The court must “accept as true all facts set forth in the complaint along with all reasonable inferences drawn from those facts.” *Hubbard v. Neuman*, 2025 WI 15, ¶14, 416 Wis.2d 170, 20 N.W.3d 720 (citing another source). Courts are to “liberally construe the complaint and dismiss only if it is clear that under no circumstances can the claimant recover.” *Id.* (citing *Kaloti Enters., Inc. v. Kellogg Sales Co.*, 2025 WI 111, ¶11, 283 Wis.2d 555, 699 N.W.2d 205).

ARGUMENT

I. BEEHLER AND WLF MEMBERS CAN BE HELD PERSONALLY LIABLE FOR THEIR OWN TORTIOUS ACTS

As an initial matter, Beehler can be held personally liable for the tortious actions she took on behalf of WLF. Wisconsin courts have said in no uncertain terms that an “individual is personally responsible for [her] own tortious conduct.” *Oxmans’ Erwin Meat Co. v. Blacketer*, 86 Wis. 2d 683, 692, 273 N.W.2d 285 (1979); *see also Hanmer v. State, DILHR*, 92 Wis. 2d 90, 97, 284 N.W.2d 587 (1979); *Stuart v. Weisflog’s Showroom Gallery, Inc.*, 2008 WI 22, ¶42, 308 Wis. 2d 103, 746 N.W.2d 762; *Ferris v. Loc. 3 Corp.*, 2011 WI App 134, ¶15, 337 Wis. 2d 155, 804 N.W.2d 822. Therefore, “the corporate shield protects only those who would otherwise be vicariously liable, not those whose own conduct is called into question.” *Hanmer*, 92 Wis. 2d at 97 (citing another source). Vicarious liability, of course, refers to “the imposition of liability on an innocent party for the tortious conduct of another based upon the existence of a particularized

agency relationship.”⁴ *Kerl v. Dennis Rasmussen, Inc.*, 2004 WI 86, ¶4, 273 Wis. 2d 106, 682 N.W.2d 328.

While oftentimes this maxim arises in cases where a corporate officer’s actions are challenged, it is not limited to only corporate entities; the doctrine in Wisconsin law applies to the principal-agent relationship more broadly. *See Hanmer*, 92 Wis. 2d at 97 (“The general rule is that the agent, as well as the principal for whom he is acting is responsible for the tortious acts of the agent.”). An agency relationship “is created as the result of conduct by two parties manifesting that one of them is willing for the other to act for him subject to his control, and that the other consents so to act.” *Strupp v. Farmers Mut. Auto Ins. Co.*, 14 Wis. 2d 158, 167, 109 N.W.2d 660 (1961) (quoting another source).

Here, the line between Beehler and WLF as distinct legal persons is blurry in and of itself, but even so, assuming Beehler was acting on behalf of WLF—and not herself—in performing her tortious acts, she was most certainly acting as an agent and is therefore still personally responsible for her conduct. *See id.* In the two torts alleged below for abusing legal process and injury to harming the business, Beehler can be held accountable in her personal capacity.⁵

II. BEEHLER, AS AN AGENT OF WLF, TOGETHER WITH WILLETTS AND KAHN, HAS ABUSED THE LEGAL PROCESS FOR THE PURPOSE OF SHUTTING DOWN SHALOM

Beehler, along with WLF, its members, and Kahn, has unlawfully used the legal process to run up legal fees and bully Shalom into shutting down its business. They have done so through a coordinated effort of reporting any and all activities on Shalom’s property that they could spin

⁴ Vicariously liability is seemingly what Beehler alludes to when she claims she is not personally liable as a member of WLF for its tortious conduct. (*See* Dkt. 54: 8) (citing Wis. Stat. § 184.06(3)).

⁵ Shalom does not argue, as Beehler seems to believe it does, that citizens cannot organize to litigate common causes. (*See* Dkt. 54:8.) It simply argues, in line with Wisconsin law, that if any agent of an organization performs tortious acts, he or she is personally liable for those acts. That liability is not by virtue of being a member of the organization, *i.e.*, vicarious. It is because, as stated above, the “general rule is that the agent, as well as the principal for whom he is acting is responsible for the tortious acts of the agent.” *Hamner v. State, DILHR*, 92 Wis. 2d 90, 97, 284 N.W.2d 587 (1979).

as a violation of some kind, and at times, explicitly saying that their object was to shut down Shalom and run up legal fees. For all these reasons, Shalom has adequately alleged a claim for abuse of process.

A. Abuse of Process Generally

When one uses the legal process not to resolve a dispute as it is designed, but as a cudgel to “obtain a collateral advantage” or “accomplish an ulterior purpose,” she has engaged in the tort of abuse of process. *Schmit v. Klumpyan*, 2003 WI App 107, ¶7, 264 Wis. 2d 414, 663 N.W.2d 331 (quoting another source); *Brownsell v. Klawitter*, 102 Wis. 2d 108, 113, 306 N.W.2d 41 (1981) (quoting another source). In this way, abuse of process is akin to using the legal system for extortion or coercion, as a means “to compel the defendant to do some collateral thing which he could not legally be compelled to do.” *Docter v. Riedel*, 96 Wis. 158, 71 N.W. 119, 120 (1897); *Schmit*, 264 Wis. 2d 414, ¶8; *Thompson v. Beecham*, 72 Wis. 2d 356, 362–63, 241 N.W.2d 163 (1976). The “gravamen of the misconduct” underlying the tort, then, is “the misuse of process, no matter how properly obtained, for any purpose other than that which it was designed to accomplish.” *Brownsell*, 102 Wis. 2d at 114 (quoting another source).

To allege an abuse of process claim, one must plead two things: (1) that the violative party took a willful act, or made a threat, in the use of the process not proper in the regular conduct of the proceedings; and (2) that the party had an ulterior motive in using the proceedings. *See id.* at 115; *Schmit*, 264 Wis. 2d 414, ¶7.

The first element requires that the complaining party “allege and prove that something was done under the process which was not warranted by its terms.” *Thompson*, 72 Wis. 2d at 363. In other words, it is not enough to have an ulterior motive without an “actual misuse of the process to obtain” an advantage. *Id.* Oftentimes, this element is demonstrated by the violative party taking “some definite act” or making a threat which communicates that unless the harmed party “pay an

alleged indebtedness” or “surrenders certain property,” then the violative party “will prosecute the suit to completion.” *Id.* at 364.

The second element is an “ulterior motive,” that is, “an objective not legitimate in the use of the process.” *Schmitt*, 264 Wis. 2d 414, ¶7. Cases in which an impermissible “ulterior motive” were found include ones in which a lawsuit was used to compel the surrender of a vessel’s register so that the plaintiff could not go to sea, the issuance of a subpoena to prevent a witness from performing at a public function, the pursuit of a bench warrant against a spouse for quick access to his children and tactical custody advantages, and raising dubious health concerns to have someone physically detained. *See Brownsell*, 102 Wis. 2d at 113 (discussing the leading English case on the doctrine); *Schmit*, 264 Wis. 2d 414, ¶9; *Strid v. Converse*, 111 Wis. 2d 418, 427, 331 N.W.2d 350 (1983); *Maniaci v. Marquette Univ.*, 50 Wis. 2d 287, 300, 184 N.W.2d 168 (1971).

Willetts, Beehler and Kahn engaged in actions and made threats against Shalom for the ulterior motive of shutting down its zoo operations. Shalom has properly pled facts sufficient to state a claim of abuse of process, and thus the Court should deny the motion to dismiss.

B. Beehler, and Those Acting in Concert With Her, Made Threats and Took Actions Making Clear Their Intention to Prosecute Their Claim to Completion Unless Shalom Complied with Their Demands

Beehler told David and Lana Fechter that she would “do everything in her power to shut down the Zoo.” (Dkt. 36, ¶104.) Over the course of several years, she pursued that aim through complaints and cooperation with other neighbors, the culmination of which was filing suit against the Town, and then Shalom itself, over Shalom’s CUPs.

For example, Beehler took actions and asked people to look into Shalom in what amounts to a fishing expedition for liability. In November 2024, she reached out to Milwaukee Riverkeepers asking Nenn to investigate “how the zoo is providing enough water for 800+ animals daily, [and] if the zoo is properly disposing of animal waste and prevention of run off.” (*Id.*, ¶28.)

There is nothing in the record to suggest that she had firsthand knowledge or belief there was an issue with the animals' water or waste run-off. And in February 2025 Beehler asked for a copy of the Town's burning ordinance, only for her to report Shalom for engaging in an allegedly "large open burn" in July 2025. (*Id.*, ¶¶60, 94.) Even more telling is her email to Willetts after hosting the DNR representative, in which she identified a number of complaints they could bring against Shalom. (*Id.*, ¶78.)

The habitual reports and calls to officials for any conceivable reason also color how Beehler ultimately used the legal process to attempt to bully Shalom into closing its doors, or at the very least expending time and resources. As previously stated, between Beehler, Kahn, and Willetts, Shalom had to deal with no fewer than 17 complaints dealing with such mundane matters as putting up fences, taking down fences, displaying flagpoles or flamingo statues, placement of porta-pottys, dealing with brush, bringing in dirt, dredging its lake, or turning on its lights. (*See* Dkt. 36, ¶¶54, 76, 80, 82, 83, 84, 86.)

Shalom was threatened in its every move by Beehler and her fellow actors.

C. WLF and Willetts Sued Shalom for an Ulterior Motive—To Shut Down its Operation as a Zoo

WLF, Willetts, and Beehler also made clear what their aim was: shutting down Shalom.⁶ (*See id.*, ¶104.) Indeed, Beehler said as much. (*Id.*) And the overall course of the their actions demonstrate their intent.

As discussed in the previous section, the Beehler, Willetts, and Khan were not reacting to concerns for which they had firsthand or any legitimate basis; rather they were actively trying to find legal violations in the actions they saw Shalom taking. Said another way, they were looking

⁶ Beehler's argument that she has a different motive is irrelevant at this stage. In a motion to dismiss, the Court must "accept as true all facts set forth in the complaint along with all reasonable inferences drawn from those facts." *Hubbard v. Neuman*, 2025 WI 15, ¶14, 416 Wis.2d 170, 20 N.W.3d 720 (citing another source).

for ways to bring the legal process to bear on Shalom, and the only logical reason for why they would do so is to use it as leverage to shut the Zoo down.

This is made even more evident in light of the Fechters' efforts to address their complaints and with an invitation to reach out with concerns. (*See id.*, ¶¶44, 56, 58.) When a complaint was made about a Shalom enclosure potentially being on Forest of Farmington land, the Fechters said they would have their property surveyed and "rectify any perceived issues"; when Willetts complained about Shalom's lights, Buckley Fechter said that he would "work to address the Willetts' concerns" and told him to reach out directly with any future ones; and when Beehler complained about the lights, Shalom made "numerous efforts" to satisfy her. (*Id.*, ¶¶42–44, 55–56, 58.) But Shalom's willingness to listen and respond to Beehler and Willetts' concerns was not enough for them. Why? Because, as Kahn expressed in his email to the Washington County Natural Resources Department Land Use Manager, they saw Shalom as a threat to "the natural beauty [Shalom's neighbors] enjoy in [their] neighborhood." (*Id.*, ¶75.)

Anything short of shutting Shalom down was not an option. If it were, Beehler, Willetts, and Khan would have not surveilled Shalom for any minor infraction and would have been willing to work directly with Shalom, as offered, to remedy any problems.

III. BEEHLER, WLF, ITS MEMBERS, AND KAHN COORDINATED AN EFFORT TO MALICIOUSLY SHUT DOWN SHALOM, CAUSING SHALOM FINANCIAL HARM

The coordinated efforts of Beehler with WLF and its members also amount to a claim for injury to business. Their efforts were all made for one reason, to shut down Shalom, and were done through abusing the legal process to drain Shalom of financial resources. In so doing, Beehler and WLF have caused Shalom reputational and financial harm.

A. Injury to Business Generally

Under Wis. Stat. § 134.01, injury to business occurs when two or more persons "combine, associate, mutually undertake or concert together for the purpose of willfully or maliciously

injuring another in his or her reputation, trade, business or profession by any means whatever”⁷ Therefore, when “a combination of persons” act “even in part as the result of malicious motives and cause” harm, it is actionable. *See Maleki v. Fine-Lando Clinic Chartered, S.C.*, 162 Wis. 2d 73, 88, 469 N.W.2d 629 (1991) (quoting *Hawarden v. The Youghioghney & Lehigh Coal Co.*, 111 Wis. 545, 87 N.W. 472 (1901)).

To state a claim under Wis. Stat. § 134.01, a plaintiff must allege that: “(1) the defendants acted together, (2) with a common purpose to injure the plaintiff’s business, (3) with malice, and (4) the acts financially injured the plaintiff.” *Medline Industries, Inc. v. Diversey, Inc.*, 563 F. Supp. 3d 894, 917 (E.D. Wis. 2021) (citing *Vinrich v. Vorwald*, No. 2015AP1600, unpublished slip op., ¶18 (Wis. Ct. App. 2016)).

A civil conspiracy forms under Wisconsin law when “two or more persons [combine] by some concerted action to accomplish some unlawful purpose or to accomplish by unlawful means some purpose not in itself unlawful.” *Radue v. Dill*, 74 Wis. 2d 239, 241, 246 N.W.2d 507 (1976). The conspiracy forms the basis of the injury to business claim. *Id.* at 244. This means that the method by which the conspirators seek to harm the business is not relevant and need not be in and of itself civilly or criminally actionable. *Id.* Rather, if the conspirators all act together with malice and that action “results in damage,” civil liability attaches. *Id.* at 245.

Malice, which each member of the conspiracy must possess, is defined as acting “malevolently for the sake of the harm as an end in itself, and not merely as a means to some further end legitimately desired such as hurting someone else’s business by competition.” *Malecki*, 162 Wis. 2d at 87–88 (quoting *Aikens v. Wisconsin*, 195 U.S. 194, 203 (1904) (internal brackets omitted)). Said another way, it is not enough for the conspirators to intend to harm the business

⁷ While Wis. Stat. § 134.01 is a criminal statute, the Wisconsin Supreme Court has stated that it also provides “the basis for civil tort liability.” *Brew City Redevelopment Group, LLC v. Ferchill Group*, 2006 WI 128, ¶19, 297 Wis. 2d 606, 724 N.W.2d 879.

incidentally through the pursuit of legitimate ends, but that the harm be “wrongful.” *Centrifugal Acquisition Corp., Inc. v. Moon*, 849 F. Supp. 2d 814, 838 (E.D. Wis. 2012). For that reason, courts have typically not found malice adequately alleged when defendants harm a business through typical means of business and financial competition. *See Medline Industries, Inc.*, 563 F.Supp.3d at 918–20 (summarizing cases in which no malice was found). On the other hand, malice has been found adequately alleged when defendants take actions not only for the purpose of benefitting their own interests, but to seek the detriment of another’s. *See Centrifugal Acquisition Corp., Inc.*, 849 F. Supp. 2d at 826–30; *Virnich v. Vorwald*, 664 F.3d 206, 210, 213–14 (7th Cir. 2011).

Here, WLF, Beehler, Willetts, and Khan combined to try to shut Shalom down through unlawful means—tortious abuse of process—and did so maliciously.

B. WLF, Beehler, Willetts, and Khan Acted Maliciously to Injure Shalom’s Business

Shalom has alleged facts which, when taken with reasonable inferences therefrom, state a claim for injury to business. Beehler, Willetts, Kahn and WLF acted together, and with malice, to harm Shalom’s business and have done so.

Beehler and Willetts organized WLF presumably to do nothing else but pursue the goal of shutting Shalom down. There is no evidence that the two knew each other before Willetts moved to the area in November 2024, and Willetts’ reluctance to place his wife on any of the documents for risk of damaging her “public persona” suggests that he understood the association’s goals might be upsetting to some. (Dkt. 36, ¶65.)

While at times one of the individual members of WLF, or Kahn, would make a complaint or act in their own name, the coordination between the three is evident throughout. Even when one would act seemingly in his or her own capacity, they would forward emails of the complaints to one another or, in the case of Beehler with Willetts’ call to the Sheriff’s Department, show up

when the deputy arrived to investigate. (*Id.*, ¶82.) They also each attended the meeting the DNR representative held at Beehler’s house, and after that meeting, Beehler emailed Willetts about a number of complaints that they could bring against Shalom. (*Id.*, ¶78.)

The purpose with which WLF, its members, and Kahn acted was to harm Shalom’s business and ultimately have it shut down. It pursued this purpose maliciously.⁸ WLF and its members did not have a legitimate end for which the harm it brought to Shalom’s business was incidental. The end for which the members acted *was* to cause harm to Shalom’s business.

We see this again through the actions of Beehler and those with whom she was acting in concert. They were unwilling to go to Shalom with their concerns despite Shalom’s willingness to address them, they escalated minor complaints, at times calling sheriff deputies to the property, and—most tellingly—*they were looking for ways to challenge any action Shalom was taking*. They did not see something that caused concern and then complain, they tried to figure out what could get Shalom into trouble and watched and waited for Shalom, hoping to “catch” the zoo. Beehler thinks she wins a point by arguing that the allegation that “she would do everything in her powers to shut down Shalom” was self-serving by Shalom and thus insufficient to show malice. (Dkt. 54:6.) But at the motion to dismiss stage, the Court must accept that allegation as true.

In the Counterclaim, Shalom alleges the harms that WLF and its members have caused it through their actions. These include both reputational harms and financial ones.

Shalom alleges that Beehler’s actions with other WLF members has harmed its reputation with local and state agencies. Beehler points to a single letter from the Town Chairman, sent in

⁸ Beehler argues in her motion to dismiss that it is just as likely she was acting out of concern for the animals and environment and that, because “if circumstantial evidence supports equal inferences of lawful action and unlawful action, then the claim of conspiracy [under sec. 134.01, Stats.] is not proven.” (Dkt. 54:5) (quoting *Malecki v. Fine-Lando Clinic Chartered*, 162 Wis. 2d 73, 84–85 (1991) (internal quotations omitted)). But again, at this stage, that contention is as irrelevant as it is specious. It need not be proven yet, but only alleged, and Shalom has properly alleged that she injured Shalom’s business maliciously. See *Hubbard*, 416 Wis.2d 170, ¶14.

March 2024, to try to undermine this allegation (even while acknowledging that she is bringing a motion to dismiss). (Dkt. 54:5–6.) But even if the Court entertains this factual argument, one opinion, expressed by one official on a single occasion before the deluge of complaints from November 2024 through 2025, does not move the needle in Beehler’s favor. Beehler and her retinue have spent the last year in a campaign to sully Shalom’s name, and have been able to get the ear of local and state-level officials in doing so. (*See* Dkt. 36, ¶¶75, 77.) Reputational harm does not need to be proven in a complaint; that is what trials are for.

As for the financial toll on Shalom, the complaints and legal fees *have* resulted in Shalom spending money to defend itself against unwarranted action. (*Id.*, ¶¶126–27, 129.) They are also losing potential revenue from the event space in which they planned—and was approved under the CUP—to host weddings and corporate events. (*Id.*, ¶127.) Those costs are borne because of Beehler’s and others’ actions, and thus properly meet this element. *See Medline Industries, Inc.*, 563 F. Supp. 3d at 917. These are sufficient allegations to state a claim under Wisconsin’s pleading requirements, which permit dismissal “only if it is clear that the plaintiff cannot recover under any condition.” *Wangen v. Ford Motor Co.*, 97 Wis. 2d 260, 308, 294 N.W.2d 437 (1980); *see also Olson v. Johnson*, 267 Wis. 462, 470, 66 N.W.2d 346 (1954) (“Where the elements of damage alleged to have been suffered by the plaintiff are definitely enumerated, it is not necessary to state the amount claimed for each of such elements . . . In this state there is no statute requiring specific statement in a complaint of the actual amounts expended for the particular items of damages alleged.”). Thus, although the specific dollar amounts of each of these financial harms has yet to be calculated, the Counterclaim and Third-Party Complaint provides notice to Beehler and WLF of the source of each of the harms, which is all that is required. *See United Concrete & Const., Inc. v. Red-D-Mix Concrete, Inc.*, 2013 WI 72, ¶21, 349 Wis. 2d 587, 836 N.W.2d 807; Wis. Stat. § 802.02.

Taken together, these alleged facts adequately show that WLF, together with Willetts, Beehler, and Kahn, acted together to maliciously harm Shalom, and in fact have financially done so.

CONCLUSION

Shalom adequately alleges claims for abuse of process and injury to business. For that reason, the Court should deny WLF's motion to dismiss the Counterclaim and Beehler's motion to dismiss the Third-Party Complaint.

Dated this 19th day of December, 2025.

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