

COPY

STATE OF WISCONSIN

CIRCUIT COURT  
Branch \_\_\_\_\_

SHEBOYGAN COUNTY

LAMAR CENTRAL OUTDOOR, LLC  
d/b/a Lamar Advertising of Milwaukee  
5321 Corporate Boulevard  
Baton Rouge, LA 70808,

CIRCUIT COURT BRANCH #6  
JAMES BOLGERT  
615 N SIXTH STREET  
SHEBOYGAN WI 53081

Plaintiff,

Case No. **14CV0717**

v.

30402: Condemnation Review

STATE OF WISCONSIN  
DEPARTMENT OF TRANSPORTATION  
Northeast Region  
944 Vanderperren Way  
Green Bay, WI 54324-0080,

Defendant.

**SUMMONS**

THE STATE OF WISCONSIN, to each person named above as a Defendant:

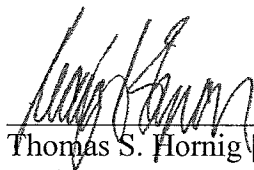
You are hereby notified that the Plaintiff has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Clerk of Circuit Court, Sheboygan County Courthouse, 1<sup>st</sup> Floor, 615 North 6th Street, Sheboygan, WI 53081, and to

Plaintiff's attorneys, von Briesen & Roper, s.c., whose address is Three South Pinckney Street, Ste. 1000, Madison, WI 53703. You may have any attorney help or represent you.

Dated at Madison, Wisconsin this 5<sup>th</sup> day of November, 2014.

**VON BRIESEN & ROPER, S.C.**



---

Thomas S. Hornig [01014968]

Kraig A. Byron [01020236]

Attorneys for Lamar Central Outdoor, LLC  
d/b/a Lamar Advertising of Milwaukee

VON BRIESEN & ROPER, S.C.  
3 S. Pinckney St., Suite 1000  
Madison, WI 53703  
(608) 661-3981  
(608) 316-3184 (fax)  
[kbyron@vonbriesen.com](mailto:kbyron@vonbriesen.com)

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Branch \_\_\_\_\_

LAMAR CENTRAL OUTDOOR, LLC  
d/b/a Lamar Advertising of Milwaukee  
5321 Corporate Boulevard  
Baton Rouge, LA 70808,

Plaintiff,

Case No. **14CV0717**

v.

30402: Condemnation Review

STATE OF WISCONSIN  
DEPARTMENT OF TRANSPORTATION  
Northeast Region  
944 Vanderperren Way  
Green Bay, WI 54324-0080,

Defendant.

---

**COMPLAINT**

---

Comes now the Plaintiff, Lamar Central Outdoor, LLC, d/b/a Lamar Advertising of Milwaukee, by its Attorneys, von Briesen & Roper, s.c., and as and for a Complaint, alleges as follows:

**THE PARTIES**

1. Plaintiff, Lamar Central Outdoor, LLC, ("Lamar"), is a foreign limited liability company, with its home office and principal place of business located at 5321 Corporate Boulevard, Baton Rouge, LA 70808. Lamar is duly registered to conduct business in the

State of Wisconsin, and is registered to do business as Lamar Advertising of Milwaukee, the offices of which are located at 2809 South Fifth Court, Milwaukee, WI 53207.

2. The Defendant, State of Wisconsin, Department of Transportation (“DOT”), upon information and belief, is an agency of the State of Wisconsin, with its Northeast Region offices located at 944 Vanderperren Way, Green Bay, WI 54324-0080.

**NATURE OF ACTION – FACTS COMMON TO ALL CLAIMS**

3. This is an action, pursuant to Wis. Stat. §32.05(5), seeking to contest the right of the Condemnor Defendant to condemn the property described in the jurisdictional offer attached hereto as Exhibit D (“Property”).

4. Lamar also presents constitutional claims for violation of its due process and equal protection rights guaranteed by the Wisconsin and United States Constitutions, which claims will not ripen until such time as DOT takes title to its interests in the Property.

5. Lamar is the owner of an off-premise, outdoor advertising sign, sign permit and related rights, which sign is located on lands owned by Cramer Holdings, LLC (“Cramer”).

6. Lamar’s sign is identified as DOT OASIS No. 4932, located 332 feet west of Old Highway 23 and 3200 feet West of Ridge Road, Town of Greenbush, Sheboygan County, Wisconsin. It is legally described as being in the Southeast ¼ of the Southeast ¼ of Section 11, Town 15, Range 20 East, in Sheboygan County, Wisconsin.

7. Lamar’s sign permit is an interest in real property.

8. DOT has initiated condemnation proceedings against Cramer to acquire Cramer’s land underlying Lamar’s sign as well as Lamar’s sign.

9. On July 16, 2014, DOT's agent served upon Cramer a proposed Agreement for Purchase and Sale of Real Estate. A true and accurate copy of the cover letter accompanying said proposed Agreement is attached hereto as Exhibit A.

10. Also enclosed with Exhibit A was a copy of DOT's appraisal report submitted pursuant to Wis. Stat. § 32.05(2). A true and accurate copy of DOT's appraisal report is attached hereto as Exhibit B.

11. On July 22, 2014, Cramer sent a letter to DOT's agent stating that DOT's "appraisal is rejected because you have included the off-premise sign structure with the land value. Cramer Holdings LLC owns the land only. Lamar Advertising of Milwaukee owns the sign structure. You must deal directly with Lamar regarding any compensation for the sign structure." A true and accurate copy of Cramer's July 22, 2014 correspondence is attached hereto as Exhibit C.

12. Exhibit A indicates that DOT offered Cramer the sum of \$36,000 to acquire Lamar's off-premise sign located on Cramer's property.

13. By certified letter dated September 29, 2014, DOT served Cramer with a jurisdictional offer dated September 29, 2014. True and accurate copies of the letter, jurisdictional offer and related documents received from DOT's agent under cover of the September 29, 2014 are attached hereto, made a part hereof, and are collectively marked as Exhibit D.

14. That pursuant to the jurisdictional offer dated September 29, 2014, Defendant, DOT, alleged that it sought to obtain from the Plaintiff the fee title to the property described on page 2 of Exhibit D for the purpose of reconstructing State Highway 23.

15. Upon information and belief, DOT was aware of Lamar's interests in the Property prior to the time that DOT commenced negotiations with the other owners of interests in the Property under Chapter 32 of the Wisconsin Statutes.

16. DOT did not provide Lamar with a copy of the full narrative appraisal upon which the jurisdictional offer is based.

17. DOT did not inform Lamar of its right to obtain an appraisal under Wis. Stat. § 32.05(2)(b).

18. Before making the jurisdictional offer, DOT made no effort to negotiate personally with Lamar regarding the acquisition of its real property interests.

19. Upon information and belief, DOT made a deliberate decision to not recognize Lamar as the owner of property subject to condemnation under Wis. Stat. § 32.05.

20. Upon information and belief, DOT provided Cramer with a document dated 05/08/14 and titled "General guidance to the property owner and the owner's appraiser for doing an appraisal under the unit rule where a billboard use is part of the acquisition for a highway project." A true and correct copy of said document is attached hereto as Exhibit E.

21. Exhibit E sets forth DOT's "Dos and Don'ts" for valuing property upon which a billboard is situated.

22. Exhibit E suggests that a landowner will not be reimbursed per Wis. Stat. § 32.05 for its appraisal if the landowner's appraiser does not comply with DOT's guidance.

23. Exhibit E includes opinions of law regarding appraisal methodologies.

24. Exhibit E imposes restrictions on the appraisal methodologies and scope of work to be employed by the owner's appraiser.

25. Exhibit E instructs appraisers hired by landowners to value the property assuming the existence of a strictly hypothetical set of facts.

26. Wis. Stat. § 803.02(2) provides that whenever a claim is one heretofore cognizable only after another claim has been prosecuted to a conclusion, the two claims may be joined in a single action; but the court shall grant relief in that action only in accordance with the relative substantive rights of the parties.

### **FIRST CLAIM**

27. Paragraphs (1) through (26) are restated as if fully set forth herein.

28. Defendant has not complied with the requirements of Wis. Stat. § 32.05.

29. DOT failed to negotiate in good faith with Lamar in relation to the condemnation of its interest in the Property.

30. DOT denied Lamar its statutory right to have an appraisal of its interest in the Property prepared at DOT's expense.

31. DOT may not commence these eminent domain proceedings until it has complied with the requirements of Wis. Stat. § 32.05.

### **SECOND CLAIM**

32. Paragraphs (1) through (31) are restated as if fully set forth herein.

33. By purposefully excluding Lamar from the Chapter 32 negotiation process, DOT has failed to negotiate in good faith with any owner of the Property.

34. DOT may not commence these eminent domain proceedings until it has complied with the requirements of Wis. Stat. § 32.05.

### **THIRD CLAIM**

35. Paragraphs (1) through (34) are restated as if fully set forth herein.

36. Exhibit E instructs appraisers hired by owners of the Property to employ a certain methodology in preparing their appraisal reports.

37. There exists no legal basis upon which DOT may constrain or influence the manner in which appraisers hired by owners of the Property prepare their appraisal reports.

38. Exhibit E misinforms property owners and their appraisers regarding controlling, substantive law.

39. Following the guidelines set forth in Exhibit E all but assures undervaluation of any billboard located on a condemned property as well as undervaluation of the condemned property as a whole, thereby creating a conflict between the owners of the two property interests.

40. By providing Cramer with Exhibit E, DOT has failed to negotiate in good faith with any owner of the Property.

41. DOT may not commence these eminent domain proceedings until it has complied with the requirements of Wis. Stat. § 32.05.

### **FOURTH CLAIM**

42. Paragraphs (1) through (41) are restated as if fully set forth herein.

43. The only statutory requirement for an owner to receive reimbursement for its appraiser is that the owner “submit a full narrative appraisal to the condemnor within 60 days after the owner receives the condemnor's appraisal.”



44. By presenting Cramer with its guidance or opinions regarding what should or should not be included in an appraisal, DOT has improperly constrained the methodology and/or the scope of work of the owner's appraiser and created a conflict of interest by steering the appraiser from doing what he or she deems right in the name of securing DOT compensation for the appraisal.

45. By presenting Cramer with its guidance and opinions regarding what should or should not be included in an appraisal, DOT has improperly exerted influence on the owner, thereby denying the owner its statutory right to have an appraisal prepared employing those methodologies deemed appropriate by the owner and its appraiser.

46. DOT may not commence these eminent domain proceedings until it has complied with the requirements of Wis. Stat. § 32.05.

#### **FIFTH CLAIM**

47. Paragraphs (1) through (46) are restated as if fully set forth herein.

48. Compliance with the requirements of Wis. Stat. § 32.05 is necessary to assure a condemnee its due process rights guaranteed by Section 13, Article I of the Wisconsin Constitution.

49. By failing to adhere to the requirements of Wis. Stat. § 32.05, DOT denied Lamar its due process rights guaranteed by Section 13, Article I of the Wisconsin Constitution.

### **SIXTH CLAIM**

50. Paragraphs (1) through (49) are restated as if fully set forth herein.

51. DOT's treatment of Lamar differed materially from the treatment of other similarly situated persons with an ownership interest in the Property.

52. Such actions constituted a violation of Lamar's right to the equal protection of the laws guaranteed under Article 1, Section 1, of the Wisconsin Constitution.

53. Lamar has been grievously injured by the aforesaid actions of DOT.

54. Lamar has incurred and will continue to incur expenses, including reasonable attorneys fees, in pursuing relief for the improper actions of DOT.

### **SEVENTH CLAIM**

55. Paragraphs (1) through (54) are restated as if fully set forth herein.

56. Compliance with the requirements of Wis. Stat. § 32.05 is necessary to assure a condemnee its due process rights guaranteed by the 14<sup>th</sup> Amendment to the United States Constitution.

57. By failing to adhere to the requirements of Wis. Stat. § 32.05, DOT denied Lamar its due process rights guaranteed by the 14<sup>th</sup> Amendment to the United States Constitution.

### **EIGHTH CLAIM**

58. Paragraphs (1) through (57) are restated as if fully set forth herein.

59. DOT's treatment of Lamar differed materially from the treatment of other similarly situated persons with an ownership interest in the Property.

60. Such actions constituted a violation of Lamar's right to the equal protection of the laws guaranteed under the Fourteenth Amendments to the United States Constitution and 42 U.S.C. Section 1983.

61. Lamar has been grievously injured by the aforesaid actions of DOT.

62. Lamar has incurred and will continue to incur expenses, including reasonable attorneys fees, in pursuing relief for the improper actions of DOT.

**WHEREFORE**, Plaintiff demands entry of judgment as follows:


A. Permanently enjoining the Defendant from seeking to acquire the described interests of the Plaintiff, Cramer or any other interested parties in the Property;

B. An award of damages on its constitutional claims; and,

C. An award of the actual costs, disbursement and attorneys' fees incurred by Plaintiff pursuant to the Wisconsin Statutes and 42 U.S.C. § 1983.

Dated at Madison, Wisconsin this 5<sup>th</sup> day of November, 2014.

**VON BRIESEN & ROPER, S.C.**



Thomas S. Hornig [01014968]

Kraig A. Byron [01020236]

Attorneys for Lamar Central Outdoor, LLC  
d/b/a Lamar Advertising of Milwaukee

VON BRIESEN & ROPER, S.C.  
3 S. Pinckney St., Suite 1000  
Madison, WI 53703  
(608) 661-3981  
(608) 316-3184 (fax)  
[kbyron@vonbriesen.com](mailto:kbyron@vonbriesen.com)

## **EXHIBITS**

- Exhibit A:** July 16, 2014 cover letter from DOT's agent to Cramer Holdings, LLC, presenting a proposed Agreement for Purchase and Sale of Real Estate.
- Exhibit B:** DOT's Appraisal Report dated June 12, 2014.
- Exhibit C:** July 22, 2014 letter from Cramer Holding's, LLC to DOT's agent.
- Exhibit D:** Jurisdictional Offer package pursuant to Wis. Stat. § 32.05, dated September 29, 2014, served by DOT's agent upon Cramer Holdings, LLC.
- Exhibit E:** 05/08/14 DOT document titled "General guidance to the property owner and the owner's appraiser for doing an appraisal under the unit rule where a billboard use is part of the acquisition for a highway project."