

CASE TYPE: Civil  
Other / Miscellaneous

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF NICOLLET

FIFTH JUDICIAL DISTRICT

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Minnesota Center for Environmental  
Advocacy,

Court File No.: 52-CV-25-568

Plaintiffs,

**DEFENDANT PROJECT DEACON,  
LLC'S ANSWER TO COMPLAINT**

vs.

City of North Mankato and Project Deacon,  
LLC,

Defendants.

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Defendant Project Deacon, LLC (“Project Deacon”), by and through its counsel, hereby submits its Answer, Defenses and Affirmative Defenses to Plaintiff Minnesota Center for Environmental Advocacy’s (“MCEA”) Complaint.

**ANSWER**

Project Deacon admits, denies, and otherwise pleads as follows to the numbered allegations of the Complaint:

Except as specifically admitted or qualified herein, Project Deacon denies each and every allegation, statement, and thing set forth in the Complaint:

**INTRODUCTION**

1. Project Deacon is without sufficient information or knowledge to admit or deny the allegations in Paragraph 1, and therefore denies the allegations. Project Deacon further responds that it has not submitted any permit applications or requests for approval to the City of North Mankato (“City”) for the development of a data center and questions the relevance of Paragraph 1.

2. Project Deacon admits the allegations in Paragraph 2.

3. With respect to the allegations in Paragraph 3, Project Deacon responds that with respect to statements made at the meeting, the record of that meeting speaks for itself. Project Deacon denies plaintiff's characterizations of statements made at the meeting.

4. Project Deacon denies the allegations in Paragraph 4, except admits that (i) the City of North Mankato's ("City") Community Development Director stated in emails that "[t]here are currently 2 data center developers who have land under contract in North Mankato[,]" and (ii) the City's Community Development Director received an email including a document describing North Mankato Industrial as a potential data center campus site.

5. Project Deacon denies the allegations in Paragraph 5.

6. The allegations in the first and second sentences of Paragraph 6 are legal conclusions to which no response is required. To the extent a response is deemed required, Project Deacon denies any allegations that mischaracterize or misrepresent the relevant statutes and rules. Project Deacon denies the allegations in the third sentence of Paragraph 6.

7. The allegations in the first sentence of Paragraph 7 are legal conclusions to which no response is required. To the extent a response is deemed required, Project Deacon denies any allegations that mischaracterize or misrepresent the relevant statutes, rules, or agency guidance. Project Deacon denies the allegations in the remainder of Paragraph 7.

8. Project Deacon denies the allegations in Paragraph 8.

9. The allegations in Paragraph 9 do not require a response. To the extent that a response is deemed required, Project Deacon denies the allegations.

#### **PARTIES**

10. Project Deacon lacks sufficient information to admit or deny the allegations regarding MCEA or MCEA's "supporters," and therefore denies the allegations. Project Deacon denies the remaining allegations in Paragraph 10.

11. Project Deacon admits the allegations in Paragraph 11.

12. Project Deacon admits the allegations in Paragraph 12.

### **JURISDICTION AND VENUE**

13. The allegations in Paragraph 13 are legal conclusions to which no response is required.

14. The allegations in Paragraph 14 are legal conclusions to which no response is required.

### **FACTUAL BACKGROUND**

#### **History of AUARs**

15. Paragraph 15 references statutory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the statute.

16. Paragraph 16 references statutory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the statute.

17. Paragraph 17 references statutory and regulatory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the statute, rule, or the Minnesota Environmental Quality Board's ("EQB") Statement of Need and Reasonableness.

18. Paragraph 18 references statutory and regulatory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the statute or rule.

19. Paragraph 19 references regulatory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the rule.

20. Paragraph 20 references a guidance document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the EQB's guidance document.

21. Paragraph 21 references regulatory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the rule.

### **AUAR Rule Revisions for Large Specific Projects**

22. Paragraph 22 references regulatory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the rule or the EQB's Statement of Need and Reasonableness.

23. Paragraph 23 references regulatory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the EQB's Statement of Need and Reasonableness.

24. Paragraph 24 references regulatory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the rule.

25. Paragraph 25 references regulatory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the rule.

26. Paragraph 26 references regulatory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the rule.

27. Paragraph 27 references regulatory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the rule.

28. Paragraph 28 references regulatory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the rule.

29. Paragraph 29 references a guidance document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the EQB's guidance document.

30. Paragraph 30 references a guidance document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the EQB's guidance document.

### **The City's Review of North Mankato Industrial**

31. Project Deacon admits the allegations in Paragraph 31.

32. Paragraph 32 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the City's Draft Order and Scoping Document for the North Mankato Industrial Development Alternative Urban Areawide Review ("AUAR").

33. Paragraph 33 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the City's Draft Order and Scoping Document for the North Mankato Industrial Development AUAR.

34. Project Deacon admits that Scenario 1 of the North Mankato Industrial AUAR Scoping Document involves a four-million-square-foot technology park. Project Deacon is without knowledge to admit or deny the remaining allegations in Paragraph 34 and therefore denies same.

35. Project Deacon denies the allegations in Paragraph 35.

36. Project Deacon denies the allegations in Paragraph 36.

37. Project Deacon admits the allegations in Paragraph 37.

38. The first sentence of Paragraph 38 references regulatory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the rule. Project Deacon admits the second sentence in Paragraph 38.

39. Project Deacon admits the allegations in Paragraph 39.

40. Project Deacon notes that the article referenced in Paragraph 40 is behind a paywall. Project Deacon lacks sufficient information to admit or deny the allegations in Paragraph 40, and denies the allegations.

#### **Plaintiff's Comment and The City's Response**

41. Project Deacon admits the allegations in Paragraph 41.

42. Project Deacon denies the allegations in Paragraph 42.

43. Paragraph 43 references regulatory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the rule.

44. Project Deacon denies the allegations in the first sentence of Paragraph 44. Project Deacon lacks sufficient information to admit or deny the allegations in the remaining sentences of Paragraph 44, and therefore denies the allegations.

45. Project Deacon denies the allegations in Paragraph 45.

46. Project Deacon responds that the AUAR speaks for itself. Project Deacon is without knowledge to admit or deny the second sentence of Paragraph 46 and therefore denies the allegations in the second sentence of Paragraph 46.

47. Project Deacon responds that the AUAR speaks for itself. Project Deacon denies the remaining allegations in Paragraph 47.

48. Project Deacon responds that the AUAR speaks for itself. Project Deacon denies the remaining allegations in Paragraph 48.

49. Project Deacon responds that MCEA's comment speaks for itself.

50. Project Deacon responds that the AUAR speaks for itself.

51. Project Deacon admits the allegations in Paragraph 51.

52. Project Deacon admits the allegations in Paragraph 52.

53. With respect to the allegations in Paragraph 53, Project Deacon responds that with respect to statements made at the meeting, the record of that meeting speaks for itself. Project Deacon denies plaintiff's characterizations of statements made at the meeting.

54. With respect to the allegations in Paragraph 54, Project Deacon responds that with respect to statements made at the meeting, the record of that meeting speaks for itself. Project Deacon denies plaintiff's characterizations of statements made at the meeting.

55. With respect to the allegations in Paragraph 55, Project Deacon responds that with respect to statements made at the meeting, the record of that meeting speaks for itself. Project Deacon denies plaintiff's characterizations of statements made at the meeting.

56. With respect to the allegations in Paragraph 56, Project Deacon responds that with respect to statements made at the meeting, the record of that meeting speaks for itself. Project Deacon denies plaintiff's characterizations of statements made at the meeting.

### **Data Centers**

57. Project Deacon lacks sufficient information to admit or deny the allegations in Paragraph 57, and therefore denies the allegations.

58. Paragraph 58 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the document.

59. Paragraph 59 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the document.

60. Paragraph 60 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the document.

61. Project Deacon admits that North Mankato Industrial is both within and without the City limits and admits the AUAR study area is designated as Commercial/Industrial Mixed Use and Heavy Industrial in the City's 2023 Comprehensive Plan. Project Deacon denies those allegations in Project 61 that are inconsistent with these admissions.

62. Paragraph 62 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the document.

63. Paragraph 63 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the document.

64. Paragraph 64 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the document.

### **Inadequate Project Description**

65. Project Deacon denies that public records suggest that a “large specific project” within North Mankato Industrial will be a data center. The remainder of Paragraph 65 references documents that speaks for themselves. Project Deacon denies any allegations that mischaracterize or misrepresent the documents.

66. Project Deacon admits the allegations in Paragraph 66. Project Deacon further responds that it has not submitted any permit applications or requests for approval to the City for the development of a data center and questions the relevance of Paragraph 66.

67. Project Deacon denies the allegations in Paragraph 67. Project Deacon further responds that it has not submitted any permit applications or requests for approval to the City for the development of a data center and questions the relevance of Paragraph 67.

68. Project Deacon denies the allegations in Paragraph 68. Project Deacon further responds that it has not submitted any permit applications or requests for approval to the City for the development of a data center and questions the relevance of Paragraph 68.

69. Project Deacon denies the allegations in Paragraph 69.

70. Project Deacon denies the allegations in Paragraph 70.

71. Paragraph 71 references regulatory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the rule.

72. The allegations included in Paragraph 72 are speculative. Project Deacon lacks sufficient information to admit or deny the allegations in Paragraph 72, and therefore denies the allegations.

73. Project Deacon does not understand the allegation in the first sentence of Paragraph 73, and therefore denies same. Project Deacon notes that the article referenced in the second sentence of Paragraph 73 is behind a paywall, and therefore Project Deacon lacks sufficient information to admit or deny the allegations related to the article in Paragraph 73. The second sentence in Paragraph 73 references the scoping documents, which documents speak for themselves and Project Deacon denies any allegations that mischaracterize or misrepresent such documents. Project Deacon admits that the City did not receive any comments from residents of North Mankato or surrounding jurisdictions about the scope of the North Mankato Industrial AUAR.

74. Project Deacon notes that the article referenced in Paragraph 74 is behind a paywall, and therefore Project Deacon lacks sufficient information to admit or deny the allegations in Paragraph 74, and denies the allegations, except Project Deacon admits that twenty residents submitted comments on the City's AUAR after the expiration of the public comment period established in the City's Scoping Document.

#### **Inadequate Environmental Review**

75. With respect to the allegations in Paragraph 75, Project Deacon responds that with respect to statements made at the meeting, the record of that meeting speaks for itself. Project Deacon denies plaintiff's characterizations of statements made at the meeting.

76. Paragraph 76 references regulatory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the rule.

77. Project Deacon denies the allegations in Paragraph 77.

78. Project Deacon denies the allegations in Paragraph 78.

Water Impacts

79. Paragraph 79 references regulatory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the rule.

80. Paragraph 80 references a document that speaks for itself. Project Deacon denies allegations in Paragraph 80 that mischaracterize or misstate the Final AUAR.

81. Project Deacon lacks sufficient information to admit or deny the allegations in Paragraph 81, and therefore denies the allegations.

82. The allegations included in Paragraph 82 are speculative. Project Deacon lacks sufficient information to admit or deny the allegations in Paragraph 82, and therefore denies the allegations.

83. Paragraph 83 references a document that speaks for itself. Project Deacon denies allegations in Paragraph 83 that mischaracterize or misstate the Final AUAR.

84. Paragraph 84 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the Final AUAR.

85. Project Deacon denies the allegations in Paragraph 85.

86. Paragraph 86 references regulatory language and a document that speaks for themselves. Project Deacon denies any allegations that mischaracterize or misrepresent the rule or EQB documents.

87. Project Deacon lacks sufficient information to admit or deny the allegations in Paragraph 82, and therefore denies the allegations, except admits that North Mankato draws its water from the Mt. Simon-Hinckley Aquifer.

88. Paragraph 88 references documents and statutory language that speak for themselves. Project Deacon denies any allegations that mischaracterize or misrepresent the documents or statute.

89. Paragraph 89 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the Final AUAR.

90. Paragraph 90 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the Final AUAR.

91. Paragraph 91 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the Final AUAR.

#### Energy Impacts

92. Paragraph 92 references a guidance document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the EQB's guidance document.

93. Paragraph 93 references a guidance document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the EQB's guidance document.

94. The first sentence of Paragraph 94 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the Final AUAR. Project Deacon lacks sufficient information to admit or deny the remaining allegations in Paragraph 94, and therefore denies the allegations.

95. The allegations included in Paragraph 95 are speculative. Project Deacon lacks sufficient information to admit or deny the allegations in Paragraph 95, and therefore denies the allegations.

96. Assuming the allegations in Paragraph 96 refer to the AUAR, Paragraph 96 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the Final AUAR. If the allegations in Paragraph 96, do not refer to the AUAR, Project Deacon is without sufficient information to admit or deny the allegations, and therefore denies the allegations in Paragraph 96.

97. The allegations included in Paragraph 97 are speculative. Project Deacon lacks sufficient information to admit or deny the allegations in Paragraph 97, and therefore denies the allegations.

98. Paragraph 98 references unnamed “public records” that speak for themselves. Project Deacon denies any allegations that mischaracterize or misrepresent these unnamed public documents.

99. Project Deacon lacks sufficient information to admit or deny the allegations in Paragraph 99, and therefore denies the allegations.

100. Project Deacon lacks sufficient information to admit or deny the allegations in Paragraph 100, and therefore denies the allegations.

101. Paragraph 101 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the Final AUAR.

#### Air Quality Impacts

102. Project Deacon lacks sufficient information to admit or deny the allegations in Paragraph 102, and therefore denies the allegations.

103. Project Deacon lacks sufficient information to admit or deny the allegations in Paragraph 103, and therefore denies the allegations.

104. Paragraph 104 references a guidance document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the EQB’s guidance document.

105. Paragraph 105 references a guidance document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the EQB’s guidance document.

106. Paragraph 106 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the Final AUAR.

107. Project Deacon denies the allegations in Paragraph 107.

Noise and Light Pollution

108. The allegations included in the first sentence of Paragraph 108 are speculative. Project Deacon lacks sufficient information to admit or deny the allegations in Paragraph 108, and therefore denies the allegations.

109. Paragraph 109 references a guidance document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the EQB's guidance document.

110. Paragraph 110 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the Final AUAR.

111. Paragraph 111 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the Final AUAR.

112. Paragraph 112 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the Final AUAR.

113. The allegations included in the first sentence of Paragraph 113 are speculative. Project Deacon lacks sufficient information to admit or deny the allegations in Paragraph 113, and therefore denies the allegations.

114. Paragraph 114 references a guidance document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the EQB's guidance document.

115. Paragraph 115 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the Final AUAR.

116. Paragraph 116 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the Final AUAR.

117. Project Deacon denies the allegations in Paragraph 117.

Cumulative Impacts

118. Paragraph 118 references regulatory language and a document that speak for themselves. Project Deacon denies any allegations that mischaracterize or misrepresent the rules or the EQB's EAW form.

119. Paragraph 119 references a legal opinion that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the cited Minnesota Supreme Court opinion.

120. Project Deacon denies the allegations in Paragraph 120.

121. Paragraph 121 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the EQB's guidance document.

122. Paragraph 122 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the Final AUAR.

123. Paragraph 123 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the Final AUAR.

124. Project Deacon notes that the article referenced in the second sentence of Paragraph 124 is behind a paywall, and therefore Project Deacon lacks sufficient information to admit or deny the allegations in the second sentence of Paragraph 124, and denies the allegations. The allegations included in the first sentence of Paragraph 124 are speculative. Project Deacon lacks sufficient information to admit or deny the allegations in the third sentence of Paragraph 124, and therefore denies the allegations. The remainder of the allegations in Paragraph 124 are related to a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the Final AUAR.

125. Project Deacon denies the allegations in Paragraph 125.

Inadequate Mitigation Plan

126. Paragraph 126 references regulatory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the rule.

127. Paragraph 127 references regulatory language and a guidance document that speak for themselves. Project Deacon denies any allegations that mischaracterize or misrepresent the EQB's Statement of Need and Reasonableness or the EQB's guidance document.

128. Project Deacon denies the allegations in Paragraph 128, except admits that the City is the Responsible Governmental Unit for the North Mankato Industrial AUAR.

129. The first sentence of Paragraph 129 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the Final AUAR. Project Deacon denies the remaining allegations in Paragraph 129.

130. The first sentence of Paragraph 130 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the Final AUAR. Project Deacon denies the remaining allegations in Paragraph 130.

131. The first sentence of Paragraph 131 references a document that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the Final AUAR. Project Deacon denies the remaining allegations in Paragraph 131.

132. Project Deacon denies the allegations in Paragraph 132.

There is No Future Review of Hyperscale Data Centers

133. The first sentence of Paragraph 133 references unnamed "public documents" that speak for themselves. Project Deacon denies any allegations that mischaracterize or misrepresent these unnamed public documents. The second sentence of Paragraph 133 references regulatory

language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the rule.

134. Project Deacon does not understand the allegation set forth in the first sentence of Paragraph 134, and therefore denies that allegation. The second sentence of Paragraph 134 references regulatory language that speaks for itself. Project Deacon denies any allegations that mischaracterize or misrepresent the rule.

135. Project Deacon denies the allegations in Paragraph 135.

136. Project Deacon denies the allegations in Paragraph 136.

137. Project Deacon denies the allegations in Paragraph 137.

138. Project Deacon denies the allegations in Paragraph 138.

### **CLAIMS FOR RELIEF**

#### **COUNT I**

##### **Declaratory Judgment That the AUAR Is Inadequate Under MEPA Because It Fails to Provide an Adequate Project Description**

139. In response to Paragraph 139 of the Complaint, Project Deacon incorporates its answers to the allegations in all prior paragraphs as if fully set forth herein.

140. The allegations in Paragraph 140 are legal conclusions to which no response is required.

141. The allegations in Paragraph 141 are legal conclusions to which no response is required.

142. The allegations in Paragraph 142 lack context. As a result, Project Deacon is without sufficient information to admit or deny the allegations and Project Deacon therefore denies the allegations.

143. Project Deacon denies the allegations in Paragraph 143.

144. Project Deacon denies that Plaintiff is entitled to the relief requested in Paragraph 144.

145. Project Deacon denies that Plaintiff is entitled to the relief requested in Paragraph 145.

## COUNT II

### **Declaratory Judgment That the AUAR Is Inadequate Under MEPA Because It Fails to Analyze the Direct, Indirect, and Cumulative Impacts of Anticipated Data Center Development**

146. In response to Paragraph 146 of the Complaint, Project Deacon incorporates its answers to the allegations in all prior paragraphs as if fully set forth herein.

147. The allegations in Paragraph 147 are legal conclusions to which no response is required.

148. Project Deacon denies the allegations in Paragraph 148.

149. Project Deacon denies the allegations in Paragraph 149.

150. Project Deacon denies that Plaintiff is entitled to the relief requested in Paragraph 150.

151. Project Deacon denies that Plaintiff is entitled to the relief requested in Paragraph 151.

## COUNT III

### **Declaratory Judgment That the AUAR Is Inadequate Under MEPA Because It Fails to Include an Adequate Mitigation Plan**

152. In response to Paragraph 152, Project Deacon incorporates its answers to the allegations in all prior paragraphs as if fully set forth herein.

153. The allegations in Paragraph 153 are legal conclusions to which no response is required.

154. Project Deacon denies the allegations in Paragraph 154.

155. Project Deacon denies that Plaintiff is entitled to the relief requested in Paragraph 155.

156. Project Deacon denies that Plaintiff is entitled to the relief requested in Paragraph 156.

### **DEFENSES AND AFFIRMATIVE DEFENSES**

1. The Complaint fails to state a claim upon which relief can be granted.
2. The Complaint fails to allege a justiciable controversy.
3. The Court lacks subject matter jurisdiction over the claims.
4. The Plaintiff lacks standing to assert the claims in the Complaint.
5. The Plaintiff has failed to exhaust administrative remedies.
6. The claims in the Complaint are barred by the doctrines of waiver, estoppel, assumption of risk, mistake, accident, fraud, license, release, res judicata, statute of frauds, statute of limitations, and/or laches.
7. Project Deacon reserves the right to assert additional defenses, which may arise as discovery progresses or otherwise are developed in the course of this litigation.

**PRAYER FOR RELIEF**

WHEREFORE, Project Deacon respectfully requests that Plaintiff MCEA takes nothing by its Complaint and causes of actions against Project Deacon, and that Project Deacon be awarded any such relief as the Court may deem just and equitable.

Dated: September 9, 2025

WINTHROP & WEINSTINE, P.A.

By: */s/ Elizabeth H. Schmiesing*  
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MINNESOTA  
JUDICIAL  
BRANCH

**ACKNOWLEDGMENT**

The undersigned hereby acknowledges that, pursuant to Minn. Stat. § 549.211, costs, disbursements and reasonable attorney and witness fees may be awarded to the opposing party or parties in this litigation if the Court should find that the undersigned acted in bad faith, asserted a claim or defense that is frivolous and that is costly to the other party, asserted an unfounded position solely to delay the ordinary course of the proceedings or to harass or committed a fraud upon the Court.

Dated: September 9, 2025

WINTHROP & WEINSTINE, P.A.

By: /s/ Elizabeth H. Schmiesing  
Elizabeth H. Schmiesing, #0229258  
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