

FILED
09-30-2026
Clerk of Circuit Court
Kenosha County
2026CV001112
Honorable David Wilk
Branch 5

STATE OF WISCONSIN

CIRCUIT COURT
Branch 5

KENOSHA COUNTY

JAY STONE

Plaintiff,

Case No. 2026CV001112

v.

WISCONSIN ELECTIONS COMMISSION;
MEAGAN WOLFE, in her official capacity as Administrator of
the Wisconsin Elections Commission; and
ANGELA SHARPE, in her official capacity as Attorney Supervisor,
Defendants.

**AMENDED COMPLAINT FOR DECLARATORY JUDGMENT AND
PERMANENT INJUNCTIVE RELIEF**

Plaintiff Jay Stone, appearing pro se, alleges as follows:

Nature of the Action

1. This is an action for declaratory and prospective injunctive relief concerning the application and constitutionality of Wis. Stat. § 6.03(2) as applied to Plaintiff's identified PredictionIt transaction and intended vote in the November 3, 2026 general election.
2. On July 9, 2026, the Wisconsin Elections Commission ("WEC") adopted as guidance a staff memorandum titled *Prediction Markets and Wisconsin Elections*. The memorandum states WEC staff's view that trades on election-related prediction markets fall within the phrase "bet or wager" in Wis. Stat. § 6.03(2), and that an elector who places such a trade likely may not vote in the same election. (Ex. A at 3–4; Ex. B at 6.)
3. WEC's guidance also states that voting without the required elector qualifications may implicate Wis. Stat. § 12.13(1)(a), a Class I felony provision. (Ex. A at 4.)

4. On July 9, 2026, all six WEC commissioners voted to direct staff to issue a press release conveying the memorandum's substance and to adopt the memorandum as guidance. The motion passed unanimously, 6–0. (Ex. B at 6.)
5. Plaintiff is a registered Wisconsin elector residing in Pleasant Prairie, Kenosha County, Wisconsin. Plaintiff is registered to vote in Village of Pleasant Prairie Ward 15 and intends to vote in the November 3, 2026 general election. (Ex. C.)
6. Plaintiff is also a Wisconsin taxpayer and asserts taxpayer standing as an alternative basis for challenging WEC's use of public resources to prepare, adopt, and disseminate the challenged interpretation, as alleged below.
7. On August 29, 2026, Plaintiff purchased 40 "No" shares, at an average price of \$0.25 per share, in the Democratic contract in the PredictIt market titled "Which party will win the 2026 election for governor of Wisconsin?" The transaction carried a stated risk of \$10.00. (Ex. D.)
8. Plaintiff's identified transaction concerns only the Wisconsin gubernatorial contest. Plaintiff has not made a PredictIt trade concerning any other office, referendum, or contest on Plaintiff's November 3, 2026 ballot. (Exs. D–E; Ex. P.)
9. Plaintiff's actual PredictIt position, his intent to vote, and WEC's publicly stated interpretation create a present controversy. WEC's guidance states that an election-related prediction-market trade likely prevents an elector from voting in the same election and warns of potential criminal consequences. (Ex. A at 4; Exs. C–E.)
10. On September 23, 2026, Plaintiff submitted a written request to WEC for a formal or informal advisory opinion under Wis. Stat. § 5.05(6a)(a)1. Plaintiff asked WEC whether his

identified PredictIt transaction is a “bet” or “wager” under § 6.03(2); whether the bona-fide-business-transaction exclusion in Wis. Stat. § 945.01(1)(a) applies; and whether the transaction affects his ability to vote in contests and referenda other than the gubernatorial contest. (Ex. P.)

11. Plaintiff expressly stated that he was not asking WEC to decide this litigation, determine the constitutionality of a statute, or determine whether a prosecutor would bring a criminal charge. (Ex. P.)

12. On September 24, 2026, Defendant Sharpe confirmed receipt of Plaintiff’s advisory-opinion request and stated that WEC would provide updates. (Ex. Q.) As of the filing of this Amended Complaint, WEC has not issued Plaintiff a formal or informal advisory opinion responding to the questions in Exhibit P.

13. Plaintiff seeks judicial declarations concerning:

(a) whether Plaintiff’s identified PredictIt transaction is a “bet or wager” under Wis. Stat. § 6.03(2);

(b) whether § 6.03(2), as applied to Plaintiff’s identified transaction and intended vote, is consistent with the Wisconsin Constitution, including article III, §§ 1 and 2;

(c) whether Plaintiff’s identified transaction, if covered by § 6.03(2), affects Plaintiff’s ability to vote only in the Governor–Lieutenant Governor contest or also affects other contests and referenda on Plaintiff’s November 3, 2026 ballot; and

(d) whether Defendants may apply or represent § 6.03(2) in a manner that deprives Plaintiff of a vote without a legally sufficient basis.

Parties

14. Plaintiff Jay Stone is a natural person, Wisconsin elector, and taxpayer residing in Pleasant Prairie, Kenosha County, Wisconsin.
15. Plaintiff is registered to vote in Village of Pleasant Prairie Ward 15. Plaintiff's assigned polling location for the November 3, 2026 general election is the Pleasant Prairie RecPlex, 9900 Terwall Terrace, Pleasant Prairie, Wisconsin. (Ex. C.)
16. Defendant Wisconsin Elections Commission is a Wisconsin state agency responsible for administering Wisconsin election laws, including laws relating to the conduct of elections and voter qualifications.
17. WEC adopted the challenged prediction-markets memorandum as guidance on July 9, 2026, and directed issuance of a press release conveying the memorandum's substance. (Ex. B at 6.)
18. Defendant Meagan Wolfe, in her official capacity as Administrator of WEC, is responsible for carrying out WEC actions and administering WEC guidance, policies, and voter-information communications.
19. Defendant Angela Sharpe researched, drafted, or supervised the preparation of the July 9, 2026 memorandum titled *Prediction Markets and Wisconsin Elections*. Attorney Sharpe presented the memorandum at the July 9, 2026 Commission meeting.
20. Plaintiff sues WEC and names its Administrator and Attorney Supervisor solely in their official capacities and seeks prospective declaratory and injunctive relief.

Jurisdiction and Venue

21. This Court has authority under Wis. Stat. § 806.04 to declare Plaintiff's rights and legal relations concerning the application of Wis. Stat. § 6.03(2) to his identified PredictIt

transaction and intended vote in the November 3, 2026 general election, including Plaintiff's claim that the statute, as applied, conflicts with the Wisconsin Constitution.

22. Plaintiff also seeks review under Wis. Stat. § 227.40 of the validity of the Wisconsin Elections Commission's July 9, 2026 prediction-markets guidance. Plaintiff alleges that the guidance exceeds WEC's statutory authority insofar as it interprets Wis. Stat. § 6.03(2) to treat Plaintiff's identified transaction as a vote-disqualifying bet or wager. Plaintiff does not allege in this Amended Complaint that the guidance either has the force of law or constitutes an unpromulgated rule. (Exs. A–B.)
23. Plaintiff has a direct legal interest in this controversy. He is a registered Wisconsin elector, holds the identified PredictIt position, and intends to vote in the November 3, 2026 general election. WEC's publicly stated interpretation addresses transactions of that kind and warns that a person who votes without the required qualifications may face criminal consequences. Plaintiff alleges that the guidance or its threatened application interferes with or threatens to impair his legal rights and privileges as an elector. (Exs. A, C–E.)
24. Plaintiff also asserts taxpayer standing as an alternative basis for his challenge to WEC's conduct. Plaintiff is a Wisconsin taxpayer and alleges below that WEC has used, and continues to use, public funds for identified activities implementing or disseminating the interpretation he challenges. Plaintiff contends that those expenditures are unlawful to the extent that the underlying WEC activity exceeds its statutory authority.
25. An actual controversy exists concerning whether Plaintiff's identified transaction falls within Wis. Stat. § 6.03(2), what effect that provision has on his intended vote in contests and

referenda on the November 3, 2026 ballot, whether the provision is constitutional as applied to the Plaintiff, and whether WEC's guidance exceeds its statutory authority.

26. Plaintiff seeks a declaratory judgment concerning his own transaction and intended vote, not an advisory opinion concerning hypothetical transactions.
27. Venue is proper in Kenosha County for Plaintiff's challenge to the guidance under Wis. Stat. § 227.40(1) because Plaintiff resides in Kenosha County. Plaintiff designates Kenosha County as venue for the claims against WEC and the state officials sued in their official capacities under Wis. Stat. § 801.50(3)(a). Plaintiff is also registered to vote in Kenosha County, where the claimed injury to his ability to vote would occur. (Ex. C.)

Allegations of Fact

Plaintiff's Voting Status

28. Plaintiff is a United States citizen over the age of 18 and resides in an election district in Wisconsin.
29. Plaintiff is registered to vote in Village of Pleasant Prairie Ward 15, Kenosha County, Wisconsin. Plaintiff's MyVote record identifies the November 3, 2026 general election as his next election and identifies the Pleasant Prairie RecPlex as his assigned polling location. (Ex. C.)
30. Plaintiff has voted in Wisconsin elections, including the August 11, 2026 partisan primary, the April 7, 2026 spring election, the February 17, 2026 spring primary, the November 5, 2024 general election, the November 8, 2022 general election, and the November 3, 2020 general election. (Ex. C.)

31. Plaintiff intends to vote in the November 3, 2026 general election, including in contests and referendum questions other than the Governor–Lieutenant Governor contest.

Plaintiff’s November 3, 2026 Ballot

32. On September 12, 2026, Plaintiff accessed the MyVote Wisconsin website and downloaded the sample ballot for the November 3, 2026 general election for Village of Pleasant Prairie, Ward 15. (Ex. AA.)
33. The sample ballot includes a Governor–Lieutenant Governor contest, which is the contest to which Plaintiff’s identified PredictIt position relates. (Ex. AA.)
34. The same ballot also includes separate contests for Attorney General, Secretary of State, State Treasurer, Representative in Congress for District 1, State Senator for District 11, Representative to the Assembly for District 32, Kenosha County Sheriff, and Kenosha County Clerk of Circuit Court, as well as three statewide referendum questions. (Ex. AA.)
35. Plaintiff intends to vote in contests and referendum questions other than the Governor–Lieutenant Governor contest. Plaintiff’s identified PredictIt position concerns only the Governor–Lieutenant Governor contest. (Exs. D–E; Ex. AA.)

Plaintiff’s PredictIt Transaction

36. On August 29, 2026, Plaintiff deposited \$20.00 into his PredictIt account using his own funds. (Exs. G–H.)
37. On August 29, 2026, Plaintiff purchased four “No” shares and later purchased an additional 36 “No” shares in the Democratic contract for PredictIt market No. 8213, titled “Which party will win the 2026 election for governor of Wisconsin?” Each share was purchased at \$0.25. (Ex. D.)

38. Plaintiff's purchases total 40 'No' shares, with a stated risk of \$10.00. Plaintiff's account reflects a \$10.00 investment and a stated maximum payout of \$37.00. (Exs. D, F.)
39. PredictIt's terms describe its website as a facility for buying and trading futures contracts linked to political or financial events or circumstances. (Ex. Y.)
40. PredictIt's terms describe individual user accounts, deposits held through a clearing house, individual user ledgers, matched real-money trades, contract shares, market-specific rules, and payment or liquidation after a market is resolved. (Ex. Y.)
41. PredictIt's public explanation describes prediction markets as marketplaces in which persons buy and sell contracts tied to future events, and states that contract prices reflect the market's collective estimate of the likelihood of an outcome. (Ex. Z.)
42. Plaintiff alleges these platform descriptions only to identify the stated contractual and trading structure of the transaction at issue. Plaintiff does not allege that PredictIt's own descriptions conclusively determine whether Plaintiff's transaction is a "bet or wager" under Wis. Stat. § 6.03(2).
43. The stated resolution condition for the contract is which party's candidate wins the 2026 Wisconsin gubernatorial election. (Ex. E.)
44. Plaintiff's identified transaction concerns the Wisconsin gubernatorial contest only. Plaintiff has not made a PredictIt trade concerning any other office, referendum, or contest on his November 3, 2026 ballot and has no other contract or agreement concerning the result of a Wisconsin election. (Ex. P.)

45. Plaintiff used his own account and his own funds for the transaction. Plaintiff did not use another person's account, another person's funds, a false identity, or a false geographic location or location-masking device.
46. As of the filing of this Amended Complaint, Plaintiff has not sold, transferred, assigned, or otherwise disposed of the identified position.

WEC's Prediction-Market Guidance

47. WEC staff prepared a memorandum dated July 9, 2026, titled *Prediction Markets and Wisconsin Elections*. (Ex. A.)
48. The memorandum describes prediction markets and states that WEC staff believes the phrase "any bet or wager depending upon the result of the election" in Wis. Stat. § 6.03(2) includes "making trades on election-related prediction markets." (Ex. A at 3–4.)
49. The memorandum states that an elector who places an election-related prediction-market trade likely may not vote in the same election. (Ex. A at 4.)
50. The memorandum further states that Wis. Stat. § 12.13(1)(a) makes it a Class I felony to vote without the required elector qualifications. (Ex. A at 4.)
51. On July 9, 2026, WEC unanimously voted, 6–0, to direct staff to issue a press release conveying the memorandum's substance and to adopt the memorandum as guidance. (Ex. B at 6.)
52. WEC's memorandum does not explain whether a particular elector may be determined disqualified before voting or identify the statutory procedure for making such a determination. Nor does the memorandum discuss the beyond-a-reasonable-doubt standard

specified in Wis. Stat. § 6.325 for the disqualification determinations to which that provision applies. (Ex. A; see Wis. Stat. § 6.325.)

53. On July 21, 2026, WEC issued a public press release titled *Don't Bet on Your Ballot: WEC Warns Voters Against Election Gambling*. The release states that a voter who bets on an election may lose the ability to vote in that election. (Ex. R.)
54. The press release quotes Administrator Wolfe as stating that voters “cannot legally make a bet on an election and cast a ballot in that same election.” (Ex. R.)
55. The press release states that voters who place bets on elections and then attempt to vote may be subject to voter-qualification challenges that, if successful, prevent them from casting a ballot and “could also result in a referral to the District Attorney.” (Ex. R.)
56. If Plaintiff votes in the November 3, 2026 general election while holding his identified PredictIt position, WEC’s published interpretation raises a concern that his vote could later be alleged to violate Wis. Stat. § 12.13(1)(a). A violation of § 12.13(1) is a Class I felony under Wis. Stat. § 12.60(1)(a), and the ordinary period for commencing a felony prosecution is six years after the alleged offense, subject to Wis. Stat. § 939.74’s provisions.
57. WEC’s memorandum does not identify PredictIt by name. The memorandum does not analyze the specific terms, transaction structure, settlement procedure, or market rules applicable to Plaintiff’s identified PredictIt contract. (Ex. A.)
58. WEC’s memorandum cites Wis. Stat. § 945.01(1) in discussing “bet,” but does not analyze the statutory exclusion for bona fide business transactions valid under the law of contracts, including the stated examples of certain future contracts for securities or commodities. (Ex. A at 3.)

59. WEC's memorandum does not state whether a contract tied only to the gubernatorial contest affects an elector's ability to vote in other statewide, federal, legislative, county, or referendum contests appearing on the same ballot. (Ex. A.)
60. WEC is pursuing permanent rulemaking to revise Wis. Admin. Code ch. EL 20 concerning administrative complaints under Wis. Stat. §§ 5.05, 5.06, and 5.061. WEC's scope statement states that criminal complaints under § 5.05 currently have no administrative process beyond the text of that statute and that § 5.061 HAVA complaints likewise lack an administrative-code process. (Exs. N–O.)
61. WEC's July 9, 2026 memorandum warns that voting without necessary elector qualifications may implicate Wis. Stat. § 12.13(1)(a), and its July 21, 2026 press release warns of possible voter-qualification challenges and referral to the district attorney. Neither publication identifies the advisory-opinion process under Wis. Stat. § 5.05(6a) as a means by which an elector may request WEC's position concerning a particular transaction. Plaintiff requested such an opinion on September 23, 2026. As of the filing of this Amended Complaint, WEC has not issued a formal or informal advisory opinion answering Plaintiff's questions. (Exs. A, P–Q, R.)

WEC's Adoption and Publication of Guidance

62. At its July 9, 2026 meeting, WEC considered the staff memorandum titled *Prediction Markets and Wisconsin Elections* under the agenda item "Discussion and Possible Action on Gambling Related to Election Outcomes." Attorney Supervisor Angela Sharpe presented the memorandum. (Ex. B at 6.)

63. Commissioner Ann Jacobs moved that WEC adopt the memorandum as guidance and direct staff to issue a press release conveying its substance. Commissioner Marge Bostelmann seconded the motion, which passed 6–0. (Ex. B at 6.)
64. On July 21, 2026, WEC issued a press release titled *Don't Bet on Your Ballot: WEC Warns Voters Against Election Gambling*. The release told voters that an election bet could cost them their vote, quoted Administrator Meagan Wolfe regarding the consequences of voting after placing an election bet, and described the possibility of voter-qualification challenges and referral to a district attorney. (Ex. R.)

Advisory-Opinion Request

65. On September 23, 2026, Plaintiff submitted a written request to WEC for a formal or informal advisory opinion under Wis. Stat. § 5.05(6a)(a)1. (Ex. P.)
66. Plaintiff asked WEC whether his identified PredictIt transaction constitutes a “bet” or “wager” under Wis. Stat. § 6.03(2), whether the bona-fide-business-transaction exclusion in Wis. Stat. § 945.01(1)(a) applies, and whether WEC views the transaction as affecting Plaintiff’s ability to vote in contests and referenda other than the gubernatorial contest. (Ex. P.)
67. Plaintiff stated in the request that he was not asking WEC to decide this litigation, determine the constitutionality of a statute, or determine whether a prosecutor would bring a criminal charge. (Ex. P.)
68. On September 24, 2026, Attorney Supervisor Sharpe confirmed receipt of the request and stated that WEC would provide updates. (Ex. Q.)

69. As of the filing of this Amended Complaint, WEC has not issued Plaintiff a formal or informal advisory opinion responding to the questions in Exhibit P.

Constitutional History

70. Former article III, § 6 of the Wisconsin Constitution authorized laws excluding from suffrage persons who made or became directly or indirectly interested in a bet or wager depending on the result of an election. (Exs. S–T.)
71. In April 1986, Wisconsin voters ratified a revision of Article III of the Wisconsin Constitution by a vote of 401,911 to 83,183. The Wisconsin Legislative Reference Bureau identifies the measure as a “Revision of suffrage defined by general law” affecting former Article III, §§ 1–6. The revision repealed former Article III, § 6, which had addressed exclusion from suffrage for an election-related bet or wager, and reorganized Article III into its current provisions. (Exs. S–T.)
72. Current article III, § 1(2) provides that a United States citizen age 18 or older who is a resident of a Wisconsin election district is a qualified elector of that district and may vote in elections for national, state, or local office and at statewide or local referenda. (Ex. S.)
73. Current article III, § 2 authorizes laws defining residency, providing for registration and absentee voting, excluding persons convicted of a felony unless civil rights are restored, excluding certain persons adjudged incompetent or partially incompetent, and, subject to ratification, extending suffrage to additional classes. (Ex. S.)
74. Current article III, § 2 does not expressly authorize the Legislature to exclude from suffrage a person who has made or become interested in a bet or wager depending upon the result of an election. (Ex. S.)

75. Plaintiff alleges that the 1986 repeal of former article III, § 6 and the adoption of the current article III provisions are relevant to whether Wis. Stat. § 6.03(2), as applied to Plaintiff's identified transaction and intended vote, is consistent with the Wisconsin Constitution.

WEC Communications with DOJ

76. On July 28, 2022, WEC personnel communicated information concerning conduct by Harry Wait that WEC treated as a possible election-law violation to Wisconsin Department of Justice investigators. A DCI special agent stated that WEC notified DCI about a Facebook post in which Wait claimed to have requested absentee ballots in other persons' names. (Ex. U.)
77. The cited materials further indicate that WEC personnel provided DCI election-related records and data concerning the reported conduct and that DCI undertook initial follow-up in anticipation of an investigation. (Exs. U–X.)
78. On August 3, 2022, the Commission convened a meeting at which its closed-session agenda included "Possible Referral of Election Law Violations." Administrator Wolfe and Deputy Administrator Kehoe were among the WEC staff present. All six commissioners voted to enter the closed session. (Ex. AB.)
79. In emails dated July 28, 2022, Administrator Wolfe forwarded information concerning the Facebook post to DCI and FBI personnel. WEC Deputy Administrator Robert Kehoe then provided DCI information concerning absentee-ballot requests and stated that raw data was attached. (Exs. W–X.)
80. The Commission's August 3, 2022 open-session minutes list "Possible Referral of Election Law Violations" on the closed-session agenda. They also record an open-session discussion

of referral options concerning alleged unlawful absentee-ballot requests, a motion directing staff to cooperate with law enforcement, and the chair's statement that the Commission had not received a complaint and was not then in a position to make a criminal referral. The excerpt does not identify Harry Wait by name or a vote to refer him for prosecution. (Ex. AB.)

Taxpayer Allegations

81. Plaintiff is a Wisconsin taxpayer. WEC staff counsel prepared the July 9, 2026 memorandum titled *Prediction Markets and Wisconsin Elections*, which sets out staff's interpretation of Wis. Stat. § 6.03(2) as applied to election-related prediction-market trades. (Ex. A.)
82. At WEC's July 9, 2026 meeting, Attorney Supervisor Angela Sharpe presented the memorandum. The Commission then voted 6–0 to “direct staff to issue a press release that conveys the substance of the memo presented” and to adopt the memorandum as guidance. (Ex. B at 6.)
83. On July 21, 2026, WEC issued the directed press release, *Don't Bet on Your Ballot: WEC Warns Voters Against Election Gambling*, communicating its position about election betting, voting eligibility, voter challenges, and possible referral to a district attorney. (Ex. R.)
84. Preparing and presenting the memorandum and preparing and issuing the press release were activities performed by WEC personnel in the course of their official duties. Plaintiff alleges, on information and belief, that WEC used publicly funded staff time and agency resources for those activities. Plaintiff does not presently allege a specific dollar amount. (Exs. A–B, R.)

85. Plaintiff contends that WEC's use of public resources to prepare and disseminate the challenged guidance was unlawful if and to the extent the Court determines under Count IV that the guidance exceeds WEC's statutory authority.

Public Statements About Voting Eligibility

86. In a July 31, 2026 PBS Wisconsin interview, Commissioner Ann Jacobs described WEC's guidance as meaning that a person cannot bet on an election and vote in that election. She also discussed the possibility of a ballot challenge and stated, "You can vote. You can bet. You just can't do both." (Ex. J at 2–4.)
87. In an August 9, 2026 WISN UPFRONT interview, Commissioner Ann Jacobs stated that WEC had identified an election-betting law and that a person who believed the law was improper or illegal should sue the State of Wisconsin. In the same interview, she stated that WEC does not prosecute criminal cases and that charging decisions belong to district attorneys. (Ex. K at 2.)

Plaintiff's Prior WEC Proceeding

88. In a prior WEC complaint proceeding brought by Plaintiff, the respondents cited WEC's October 29, 2020 press release concerning incentives to voters and asserted that their conduct followed the Commission's guidance. (Ex. L.)
89. On appeal, the Wisconsin Court of Appeals held that Plaintiff was entitled to notice and an opportunity to be heard before WEC found his complaint frivolous and imposed a \$500 forfeiture. The court also concluded that, because there was no record explaining WEC's frivolousness finding or its rationale for the forfeiture, judicial review would not provide an adequate safeguard against an erroneous deprivation. (Ex. M.)

90. Plaintiff alleges the prior proceeding to explain his concern about relying on WEC’s public guidance without an individualized determination of his rights. Plaintiff does not allege that the prior appeal decided whether his PredictIt transaction is a “bet or wager” under Wis. Stat. § 6.03(2).

Count I — Declaratory Judgment: Constitutionality of Wis. Stat. § 6.03(2) as Applied to Plaintiff

Wis. Const. art. III, §§ 1–2; Wis. Stat. § 806.04

91. Plaintiff incorporates by reference paragraphs 1 through 89 as if fully set forth herein.
92. Plaintiff is a United States citizen at least 18 years old, resides in a Wisconsin election district, is registered to vote in Village of Pleasant Prairie Ward 15, and intends to vote in the November 3, 2026 general election.
93. Article III, § 1(2) of the Wisconsin Constitution identifies the citizenship, age, and residency requirements for a qualified elector. Article III, § 2 identifies subjects on which suffrage laws may be enacted, including specified exclusions concerning felony convictions and adjudications of incompetency. (Ex. S.)
94. Former article III, § 6 expressly authorized laws depriving a person who made or became interested in an election-related bet or wager of the right to vote at that election. In April 1986, Wisconsin voters ratified a broader revision of article III that repealed former § 6 and reorganized the article. The Legislative Reference Bureau reports a vote of 401,911 in favor of repeal and 83,183 against. (Exs. S–T.)
95. Article I, § 1 of the Wisconsin Constitution states that governments are instituted “deriving their just powers from the consent of the governed.” Plaintiff invokes that principle as

context for interpreting the voter-ratified 1986 revision of Article III; Plaintiff's challenge to Wis. Stat. § 6.03(2) rests principally on the text and structure of current Article III, §§ 1–2, and the voters repeal of former Article III, § 6.

96. Current article III, § 2 does not expressly identify making or becoming interested in an election-related bet or wager as a ground for exclusion from suffrage. (Ex. S.)
97. Wis. Stat. § 6.03(2) nonetheless provides that no person may vote in an election in which the person has made or become directly or indirectly interested in a bet or wager depending upon the result of the election.
98. Plaintiff holds the specific PredictIt position alleged above, concerning the result of the Wisconsin gubernatorial contest. WEC's adopted guidance states its view that election-related prediction-market trades fall within § 6.03(2) and that a person who makes such a trade likely may not vote in the same election. (Exs. A, D–E.)
99. If § 6.03(2) is construed to exclude Plaintiff from voting based on his identified transaction, Plaintiff contends that its application conflicts with the present article III suffrage provisions. Plaintiff contends that the 1986 repeal of the former express authorization for an election-wager exclusion, together with the text of current article III, §§ 1–2, does not permit this additional ground for denying his vote.
100. Plaintiff alleges a present controversy concerning his own voting rights. Without a determination before the November 3, 2026 election, Plaintiff faces uncertainty about voting while holding his identified position in light of WEC's public interpretation and warning. Plaintiff does not ask the Court to decide the voting rights of persons with different transactions.

101. Plaintiff requests that the Court adjudicate this constitutional claim if it determines that § 6.03(2) otherwise applies to his identified transaction. Plaintiff seeks a declaration concerning the statute's constitutionality as applied to him, not a declaration that the 1986 vote itself automatically repealed the statute.

WHEREFORE, Plaintiff requests that the Court, if it determines that Wis. Stat. § 6.03(2) covers Plaintiff's identified transaction, declare whether applying that provision to exclude Plaintiff from voting in the November 3, 2026 election is consistent with article III of the Wisconsin Constitution; award such final prospective relief against a properly named Defendant as the Court finds warranted; and grant allowable costs and other appropriate relief.

Count II — Declaratory Judgment: Application of Wis. Stat. § 6.03(2) to Plaintiff's

Identified PredictIt Transaction

Wis. Stat. § 806.04

102. Plaintiff incorporates by reference paragraphs 1 through 100 as if fully set forth herein.

103. Plaintiff pleads this count in the alternative to Count I. If Wis. Stat. § 6.03(2) may constitutionally be applied to an otherwise qualified elector, Plaintiff seeks a declaratory judgment as to whether his identified PredictIt transaction falls within that statute.

104. Wis. Stat. § 6.03(2) provides that no person may vote in an election in which the person has made or become directly or indirectly interested in a "bet or wager depending upon the result of the election." The provision does not expressly define "bet" or "wager" or refer to prediction-market contracts.

105. On August 29, 2026, Plaintiff purchased 40 "No" shares in a PredictIt contract concerning which party's candidate will win the 2026 Wisconsin gubernatorial election. Plaintiff paid a

total of \$10.00 for those shares. The contract's stated resolution condition depends on the result of that contest. (Exs. D–E.)

106. PredictIt's terms describe an account-based trading arrangement involving matched transactions, contract shares, market-specific resolution rules, and settlement through a clearing house. Plaintiff offers those terms as facts about the transaction, not as a binding legal determination of whether it is a bet or wager. (Ex. Y.)

107. WEC's memorandum cites the definition of "bet" in Wis. Stat. § 945.01(1) when explaining its interpretation of § 6.03(2). § 945.01(1)(a) also excludes from that definition bona fide business transactions valid under the law of contracts, including stated examples of certain contracts for future purchase or sale of securities or other commodities. WEC's memorandum does not analyze that exclusion or Plaintiff's particular PredictIt contract. (Ex. A at 3; Ex. Y.)

108. Plaintiff contends that the Court should construe "bet or wager" in § 6.03(2) in its statutory context and determine whether, and to what extent, § 945.01(1)'s definition and exclusions inform that construction. Plaintiff disputes that the definition of "bet" in Wis. Stat. § 945.01(1) automatically governs § 6.03(2). Plaintiff also does not contend that describing his transaction as a "contract," without more, establishes that the bona-fide-business-transaction exclusion applies.

109. WEC's guidance states its view that trades on election-related prediction markets fall within § 6.03(2) and that an elector who makes such a trade likely may not vote in the same election. WEC did not identify PredictIt or decide the application of § 6.03(2) to Plaintiff's specified position in the memorandum. (Ex. A at 3–4.)

110. Plaintiff is registered to vote and intends to vote in the November 3, 2026 general election.

He has requested a WEC advisory opinion addressing his identified transaction, but his request and WEC's acknowledgment do not themselves resolve whether § 6.03(2) applies.

(Exs. C, P–Q.)

111. An actual controversy therefore exists concerning whether Plaintiff's identified purchase and holding of the 40 "No" shares constitutes making or becoming directly or indirectly interested in a "bet or wager" within the meaning of Wis. Stat. § 6.03(2).

WHEREFORE, Plaintiff requests a declaratory judgment whether his identified PredictIt transaction falls within the phrase "bet or wager" in Wis. Stat. § 6.03(2) and, if it does not, a declaratory judgment that § 6.03(2) does not disqualify him from voting on the basis of that transaction. Plaintiff further requests appropriate final prospective relief against a defendant with authority to perform the conduct addressed by the judgment, allowable costs, and such other relief as the Court finds just.

Count III — Declaratory Judgment: Scope of Wis. Stat. § 6.03(2) as Applied to Other Contests and Referenda

Wis. Stat. § 806.04

112. Plaintiff incorporates by reference paragraphs 1 through 110 as if fully set forth herein.

113. Plaintiff pleads this count in the alternative. If the Court determines that Wis. Stat. § 6.03(2) constitutionally applies to Plaintiff's identified PredictIt transaction, Plaintiff seeks a declaratory judgment as to the scope of any resulting voting restriction.

114. Plaintiff's transaction is tied to the question of which party's candidate wins the Wisconsin gubernatorial contest. Plaintiff has not made a PredictIt trade concerning any other contest or referendum appearing on his November 3, 2026 ballot. (Exs. D–E, P.)
115. Plaintiff's sample ballot contains a Governor–Lieutenant Governor contest and separate federal, state, legislative, and county contests, as well as three statewide referendum questions. Plaintiff intends to vote in contests and referenda other than the Governor–Lieutenant Governor contest. (Ex. AA.)
116. § 6.03(2) provides that no person may vote in “any election” in which the person has made or become interested in a bet or wager depending upon the result of “the election.” It does not expressly state whether, for this purpose, “election” refers to a particular contest, every contest on a general-election ballot, or another unit of voting.
117. If Defendants contend that Plaintiff's identified transaction affects his eligibility to vote in only the Governor–Lieutenant Governor contest, Plaintiff disputes that the scope of such a restriction is clear. Plaintiff seeks to know how he could cast and have counted votes in the remaining contests and referenda without revealing his ballot choices or compromising the secrecy of his vote under article III, § 3 of the Wisconsin Constitution.
118. The challenged-electoral oath in Wis. Stat. § 6.94 asks whether the elector has made or become interested in a bet or wager depending upon the result of “this election.” Plaintiff seeks a declaratory judgment as to how that language applies to his identified transaction and the ballot he intends to cast; he does not assert that he may take an oath he believes to be untrue.

119. WEC's July 9, 2026 memorandum states that a person who makes an election-related prediction-market trade likely may not vote "in that election." It does not address whether a position tied to the gubernatorial contest affects voting in the other contests and referenda on Plaintiff's ballot. (Ex. A at 4.)
120. On September 23, 2026, Plaintiff requested an advisory opinion asking WEC whether he could vote in other contests and referenda, including if he did not vote in the gubernatorial contest. WEC acknowledged receiving the request. Neither Plaintiff's request nor that acknowledgment decides the statutory question. (Exs. P–Q.)
121. An actual controversy exists concerning whether § 6.03(2), if applicable to Plaintiff's transaction, prevents him from voting in the gubernatorial contest alone, in other identified contests and referenda, or on the entire November 3, 2026 ballot.

WHEREFORE, Plaintiff requests a declaratory judgment as to the scope of any voting restriction under Wis. Stat. § 6.03(2) arising from his identified PredictIt transaction, including whether he may vote in contests and referenda other than Governor–Lieutenant Governor and whether omitting a vote in that contest affects his qualification to cast a ballot. Plaintiff also requests appropriate final prospective relief against a defendant with authority over the conduct addressed by the judgment, allowable costs, and other just relief.

Count IV — Declaratory Judgment: WEC Guidance Exceeds Statutory Authority Under Wis. Stat. § 227.40

122. Plaintiff incorporates by reference paragraphs 1 through 120 as if fully set forth herein.

123. On July 9, 2026, WEC adopted the staff memorandum titled *Prediction Markets and Wisconsin Elections* as guidance and directed staff to issue a press release conveying its substance. On July 21, 2026, WEC issued the press release. (Exs. A–B, R.)
124. The guidance expresses WEC staff’s view that “bet or wager” in Wis. Stat. § 6.03(2) includes trades on election-related prediction markets and that an elector who places such a trade likely may not vote in the same election. It also warns that voting without the required qualifications may implicate Wis. Stat. § 12.13(1)(a). (Ex. A at 3–4.)
125. Plaintiff holds the specific election-related PredictIt position alleged above and intends to vote in the November 3, 2026 general election. WEC’s published interpretation addresses transactions of that kind, although its memorandum does not identify PredictIt or determine the application of § 6.03(2) to Plaintiff’s particular transaction. (Exs. A, C–E.)
126. Plaintiff contends that WEC’s guidance exceeds its statutory authority to the extent it communicates that § 6.03(2) disqualifies an elector on the basis of a transaction that the statute, properly construed, does not cover. Plaintiff also contends that the guidance cannot state a valid voting restriction to the extent its interpretation depends on an application of § 6.03(2) that the Court determines is unconstitutional under Count I.
127. In evaluating that contention, Plaintiff asks the Court to consider the statute’s actual terms, the characteristics of Plaintiff’s transaction, and the relationship—if any—between § 6.03(2) and the definition and exclusions in Wis. Stat. § 945.01(1). Plaintiff does not contend that WEC lacked authority merely to discuss election law or alert voters to the text of § 6.03(2).
128. WEC’s memorandum does not resolve whether a contract tied to the gubernatorial contest affects voting in other contests and referenda on Plaintiff’s ballot. Plaintiff seeks the

declaratory judgment requested in Count III, but does not allege that WEC's failure to answer that separate question, standing alone, makes the guidance invalid. (Exs. A, AA.)

129. Plaintiff alleges that the guidance or its threatened application interferes with or threatens to impair his legal rights and privileges because he holds the identified position, intends to vote, and faces WEC's publicly stated view that such a trade likely bars voting in the same election. Plaintiff seeks review under Wis. Stat. § 227.40 concerning this concrete dispute, not a general ruling about every prediction-market product. (Exs. A, C–E.)

WHEREFORE, Plaintiff requests a declaratory judgment that WEC's July 9, 2026 guidance is invalid to the extent the Court determines that it exceeds WEC's statutory authority or violates the Wisconsin Constitution by communicating an interpretation of Wis. Stat. § 6.03(2) that is legally incorrect as applied to Plaintiff's identified transaction. If the Court declares the challenged interpretation is invalid, Plaintiff requests a permanent injunction, upon final judgment and to the extent warranted, prohibiting WEC and officials acting within its authority from continuing to publish or disseminate that declared-invalid interpretation. Plaintiff also requests allowable costs and other appropriate relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Jay Stone respectfully requests that the Court enter judgment in Plaintiff's favor and grant the following relief:

- A. Declare, if the Court determines that Wis. Stat. § 6.03(2) applies to Plaintiff's identified PredictIt transaction, whether applying that provision to exclude Plaintiff from voting is consistent with article III of the Wisconsin Constitution.

- B. In the alternative, declare whether Plaintiff's identified PredictIt transaction falls within "bet or wager" under Wis. Stat. § 6.03(2) and, if it does not, declare that § 6.03(2) does not disqualify Plaintiff from voting in the November 3, 2026 general election on the basis of that transaction.
- C. If the Court determines that Wis. Stat. § 6.03(2) applies to Plaintiff's transaction and may constitutionally restrict his vote, declare the scope of that restriction as applied to Plaintiff's November 3, 2026 ballot, including whether it affects contests and referenda other than Governor–Lieutenant Governor and, if it does not, how Plaintiff may cast and have counted his votes in those other contests and referenda without compromising the secrecy of his ballot.
- D. Declare WEC's July 9, 2026 prediction-markets guidance invalid under Wis. Stat. § 227.40 to the extent the Court determines that the challenged interpretation exceeds WEC's statutory authority or violates the Wisconsin Constitution as applied to Plaintiff's identified transaction.
- E. If the Court enters a declaration that WEC's published guidance is invalid or materially incorrect, permanently enjoin WEC and the responsible officials acting within their respective authority from continuing to publish or disseminate that interpretation without a public correction accurately reflecting the Court's ruling. Require any correction to be posted through the same WEC public channels that continue to carry the challenged guidance or press release, in a form and within a time specified by the Court.
- F. If the Court instead determines only that WEC's published interpretation overstates the effect of Plaintiff's gubernatorial transaction on other contests or referenda, require any public

correction under paragraph 5 to address that narrower ballot-scope ruling, without representing that all election-related wagers are permissible.

G. Award Plaintiff allowable costs and grant such other final relief as the Court finds just and proper.

Dated: September 30, 2026.

Respectfully submitted,

Electronically signed by:

/s/ Jay Stone

Jay Stone, Plaintiff pro se
10501 82nd Street
Pleasant Prairie, WI 53158
Telephone: (262) 455-0027
Email: jayjoelstone@gmail.com

CERTIFICATION OF SERVICE

I certify that on September 30, 2026, I filed this Amended Complaint using the Wisconsin Circuit Court eFiling System. The eFiling System will provide electronic notice to all registered participants in this case.

Electronically signed by:

/s/ Jay Stone

Jay Stone

AI DISCLOSURE AND CERTIFICATION

Pursuant to Kenosha County Circuit Court Rule CR 02-12, Plaintiff discloses that he used Perplexity AI, a generative artificial-intelligence tool, to assist in preparing this Amended Complaint. The tool was used to assist with organization, editing, citation-format suggestions, and drafting language for legal arguments.

Generative artificial-intelligence tools may produce inaccurate, incomplete, outdated, or biased information and do not replace independent legal research or judgment. Plaintiff has independently reviewed, edited, and verified the factual statements, legal authorities, quotations,

citations, and arguments in this brief. Plaintiff accepts full responsibility for the contents of this Amended Complaint.

Dated: September 30, 2026.

Electronically signed by:

/s/ Jay Stone
Jay Stone

Exhibit A

Wisconsin Elections Commission Staff Memorandum,

Prediction Markets and Wisconsin Elections (July 9, 2026)



Wisconsin Elections Commission

201 West Washington Avenue | Second Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

DATE: July 9, 2026
TO: Members, Wisconsin Elections Commission
FROM: Staff Counsel
SUBJECT: Prediction Markets and Wisconsin Elections

Exhibit A

1. Introduction

Prediction markets, most prominently run by the companies Kalshi and Polymarket, have quickly emerged and become popular. A person can “buy” shares of a prediction concerning an outcome, and if correct receive money in return, and if incorrect, lose the money offered. This memo concerns prediction markets and elections. While a person may make a bet on many different outcomes, elections are a prominent item on prediction markets, which raises serious but not well-known concerns about voting in Wisconsin. This memo provides to the Commission a general introduction to prediction markets, the current legal landscape of prediction markets and elections, and a recommendation to direct staff to issue a press release on election betting to provide information to Wisconsin voters who may not know that they cannot both make a bet on an election and also vote in that election.

Prediction Markets

A prediction market is an online platform that allows users to trade and invest in real-world “Yes” or “No” outcomes, from sporting events to what the President will say on a given day.¹ They function similarly to a stock exchange, but users can only buy binary contracts (yes/no) on whether a specific event will occur or not.² Users purchase shares of “Yes” if they believe an event will happen or “No” if they believe it will not.³ If they are correct, a trader receives the full contract value of \$1.⁴ If a trader is wrong, the contract’s value becomes worthless (\$0).⁵ Shares are priced depending on the odds of an event occurring and

¹ Understanding Kalshi, Polymarket and prediction markets for politics betting, <https://www.nj.com/politics/2026/03/the-rise-of-political-betting-markets-how-they-work-and-why-they-matter.html> (last visited June 24, 2026).

² US election betting boom to test prediction markets’ insider trading controls, <https://www.msn.com/en-us/money/news/us-election-betting-boom-to-test-prediction-markets-insider-trading-controls/ar-AA255xBk?ocid=BingNewsSerp> (last visited June 6, 2026).

³ The rise of political betting markets: How they work and why they matter, <https://www.nj.com/politics/2026/03/the-rise-of-political-betting-markets-how-they-work-and-why-they-matter.html> (last visited June 24, 2026).

⁴ What Are Prediction Markets and How Do They Work? A Complete Guide, <https://www.si.com/prediction-markets/guides> (last visited June 24, 2026).

⁵ Id.

Wisconsin Elections Commissioners

Don M. Millis, chair | Marge Bostelmann | Ann S. Jacobs | Carrie Riepl | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

Prediction Markets and Wisconsin Elections

7/9/2026

fluctuate until the outcome is fully resolved, reflecting traders' collective beliefs.⁶ For example, if the shares of "Yes" are priced at 84 cents, this implies that there is an 84% chance of the event occurring.

These trades include elections.⁷ Some of the highest volume political markets on Kalshi include who will be the 2028 Democratic and Republican nominees for president and who will win the 2028 presidential election.⁸ Platforms Kalshi and Polymarket have surged in popularity since the 2024 election.⁹

Prediction markets are regulated by the Commodity Futures Trading Commission (CFTC), which federally regulates financial derivatives.¹⁰ The most prominent prediction market platform, Kalshi, is registered with the CFTC as a Designated Contract Market (DCM).¹¹ Polymarket has recently launched a U.S. operation, with the CFTC approving its plan to return as a regulated, intermediated trading platform.¹² However, its main exchange is not U.S.-regulated, has not generally mandated "Know Your Customer" identity checks, and while it bars U.S. residents, those controls are easily bypassed, such as with a VPN.¹³ "Know Your Customer" identity checks require regulated businesses and professionals to verify the identity, suitability, and risks of maintaining a business relationship with a customer.¹⁴

Current State of the Law

Regulation of prediction markets has been a recent litigation topic at the state and federal levels.¹⁵ Some states—which have the authority to regulate gambling—believe that they should regulate prediction markets, as they are equivalent to gambling.¹⁶ However, the Commodity Futures Trading Commission believes it should regulate prediction markets under the special rule of the Commodity Exchange Act (CEA), which allows the CFTC to review and potentially ban certain event contracts deemed contrary to the public interest. 7 U.S.C. §§ 7a-2(c)(5)(C)(i)(I), (V).¹⁷ The CFTC regulates event contracts to ensure that trades are done on DCMs and comply with the CEA.¹⁸ The CFTC can only exercise its authority if the contracts involve particular activities enumerated in the CEA including activities that are unlawful activity under any Federal or State law, terrorism, assassination, war, gaming, or other similar activities

⁶ Id.

⁷ US election betting boom to test prediction markets' insider trading controls, <https://www.msn.com/en-us/money/news/us-election-betting-boom-to-test-prediction-markets-insider-trading-controls/ar-AA255xBk?ocid=BingNewsSerp> (last visited June 6, 2026).

⁸ The rise of political betting markets: How they work and why they matter, <https://www.nj.com/politics/2026/03/the-rise-of-political-betting-markets-how-they-work-and-why-they-matter.html> (last visited June 24, 2026).

⁹ Prediction market bets on sports, election, war would be verboten under new legislation, <https://www.cnbc.com/2026/03/26/prediction-markets-sports-election-war-legislation-kalshi-polymarket.html?msocid=1e154e40ec836f6b24b55936eda76efc> (last visited June 24, 2026).

¹⁰ The rise of political betting markets: How they work and why they matter, <https://www.nj.com/politics/2026/03/the-rise-of-political-betting-markets-how-they-work-and-why-they-matter.html> (last visited June 24, 2026).

¹¹ Id.

¹² Id.

¹³ Focus: US election betting boom test prediction markets insider trading controls, <https://www.reuters.com/legal/government/us-election-betting-boom-test-prediction-markets-insider-trading-controls-2026-06-08/> (last visited June 24, 2026).

¹⁴ Know Your Client (KYC): Key Requirements and Compliance for Financial Services, <https://www.investopedia.com/terms/k/knownyourclient.asp> (last visited June 24, 2026).

¹⁵ Prediction Markets in the United States: Legal, CFTC & State Gambling Risk Overview, <https://aurum.law/newsroom/Prediction-Markets-in-the-United-States-Legal-CFTC-State-Gambling-Risk-Overview> (last visited June 24, 2026).

¹⁶ Id.

¹⁷ Id.

¹⁸ Id.

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7/9/2026

contrary to the public interest.¹⁹ The issue of who gets to regulate election contracts in prediction markets comes down to whether or not they are “gaming” under the special rule of the CEA or involve unlawful activity under State law.²⁰

In 2024, the CFTC attempted to exercise its authority under the CEA by prohibiting Kalshi from offering “congressional control contracts” on which party would take control of Congress in the midterm election. *KalshiEX LLC v. Commodity Futures Trading Comm’n*, No. CV 23-3257 (JMC), 2024 WL 4164694 (D.D.C. Sept. 12, 2024), *dismissed*, No. 24-5205, 2025 WL 1349979 (D.C. Cir. May 7, 2025). Kalshi filed suit challenging the CFTC’s order as arbitrary, capricious, and contrary to law under the Administrative Procedure Act. 5 U.S.C. § 706. *Id.* at 1. The DC District Court judge granted summary judgement for Kalshi, holding that elections are not games so “congressional control contracts” are not “gaming” by its “ordinary, plain meaning” and therefore do not fall under the CFTC’s mandate. *Id.* at 7.

In Wisconsin, Wis. Stat. § 6.03(2) disqualifies electors from voting “in any election in which the person has made or become interested, directly or indirectly, in any bet or wager depending upon the result of the election.” See also, Wis. Stats. §§ 6.87(2) (absentee voter certification of qualifications) 6.94 and 7.52(5)(b) (challenged elector oath), and, especially, 12.13 (creating a class I felony for “vot[ing] at any election or meeting if that person does not have the necessary elector qualifications and residence requirements”). Wisconsin Stat. § 945.01(1) defines “Bet” as “a bargain in which the parties agree that, dependent upon chance even though accompanied by some skill, one stands to win or lose something of value specified in the agreement.”

Additionally, Governor Tony Evers signed [Executive Order #294](#) to address the growing concern for government officials’ use of prediction markets, which prohibits all Wisconsin state executive branch employees from “disclosing or using any nonpublic information obtained due to their public service to personally profit from, avoid loss from, or assist another person or entity, including spouses and family members, in profiting or avoiding loss from participating in prediction markets.” Wisconsin also has laws against insider trading in general. See, Wis. Stat. § 611.31.

There are currently no federal laws addressing prediction markets for elections, however the Stop Trading On Predictions (STOP) Corrupt Bets Act of 2026 (H.R. 8123) which would ban prediction market bets on elections has been introduced as a bill. The U.S. Senate has also banned its members and staff from prediction market betting.

3. Discussion

Commission staff believe that the increasing prevalence of prediction markets raises the possibility that Wisconsin electors may attempt to place a bet or wager on an election and then vote in that election in violation of Wis. Stat. § 6.03(2).

Wisconsin faces a similar challenge as the CEA in *Kalshi EX LLC v. CFTC* in determining whether placing trades on an election-related prediction market qualifies as “any bet or wager,” which would disqualify an elector from voting in that election. Commission staff believe the prohibition against “any bet or wager depending upon the result of the election” § 6.03(2) includes making trades on election-related prediction

¹⁹ Are Politics About to Get Even More Corrupt? Federal Courts Allow Gambling on Elections, <https://www.findlaw.com/legalblogs/federal-courts-are-politics-about-to-get-even-more-corrupt-federal-judge-allows-gambling-on-elections/> (last visited June 24, 2026).

²⁰ *Id.*

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markets. “[A]ny bet or wager” is all-encompassing language that suggests prediction markets would be included in this prohibition, preventing an elector from voting who has placed a bid on an election-related prediction market. At the very least staff do not see how an elector could, in the context of a challenge, truthfully say that they “have not made any bet or wager or become directly or indirectly interested in any bet or wager depending upon the result of this election” if they have offered money in a prediction market, and would receive money if they are correct and lose money if they are incorrect.

Despite the ongoing legal disagreements on whether prediction markets are “bets,” Wisconsin law is relatively clear that an elector cannot, even indirectly, both make a bet or wager on the outcome of an election and then vote in that same election. It is also increasingly easy to participate in such predictions, and the prominence of these markets is likely far greater than knowledge about Wis. Stat. § 6.03(2). Staff are not here concerned with the legality of placing a bet on an election in general, but believe that electors should know that if they do place such a bet, Wis. Stat. § 6.03(2) likely prohibits them from voting and that Wis. Stat. § 12.13(1)(a) makes it a class I felony to vote without being qualified to do so.

4. Conclusion

Commission staff believe that predication market betting on elections is likely to become more prevalent in Wisconsin. With the lack of clarity and legal consensus concerning whether prediction markets qualify as gaming or betting, many Wisconsinites may not understand using prediction markets as betting at all, or that such actions prevent them from voting under Wis. Stat. § 6.03(2) subject to felony-level consequences. Staff recommend that the Commission direct staff to issue a press release that raises awareness about this issue.

Exhibit B

Excerpts from Wisconsin Elections Commission July 9, 2026
meeting minutes: original page 1 and original page(s) [insert
numbers] concerning “Discussion and Possible Action on
Gambling Related to Election Outcomes.”



Wisconsin Elections Commission

201 West Washington Avenue | Second Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

Wisconsin Elections Commission
Quarterly Meeting
Wisconsin Capitol Building, Room 412E
Madison, Wisconsin
10:00 a.m. July 9, 2026

Exhibit B

Open Session Minutes

Present: Commissioner Marge Bostelmann, Commissioner Ann Jacobs, Commissioner Don M. Millis, Commissioner Carrie Riepl, Commissioner Robert Spindell Jr., and Commissioner Mark Thomsen, all in person.

Staff present: Ahna Barreau, Gina Graville, Sharrie Hauge, Robert Kehoe, Anna Langdon, Emilee Miklas, Angela Sharpe, Riley Willman, and Meagan Wolfe, all in person.

A. Call to Order

Commission Chair Millis called the meeting to order at 10:07 a.m. and called the roll. All Commissioners were present.

B. Administrator's Report of Appropriate Meeting Notice

Administrator Meagan Wolfe informed the Commission that the meeting was noticed in accordance with Wisconsin's open meetings laws.

C. Public Comment

Chair Millis acknowledged receipt of written comments submitted to the Commission. He noted that each speaker would get three minutes to provide comment.

a. Nicholas Boerke

Nicholas Boerke encouraged the Commission to take action beyond the recommended motion regarding the Wis. Stat. § 5.06 complaint, Theresa Sipes v. Celestine Jeffreys.

b. Sam Liebert

Sam Liebert gave comments in support of Celestine Jeffreys.

c. Caleb Hays

Wisconsin Elections Commissioners

Don M. Millis, chair | Marge Bostelmann | Ann S. Jacobs | Carrie Riepl | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

MOTION: Authorize staff to send out the memo beginning with item 2 on page 145 of the Commission's materials as amended by the discussion, with ultimate approval vetted by the Chair and Commissioner Jacobs.

Moved by Commissioner Thomsen. Seconded by Commissioner Riepl.

Roll call vote: Bostelmann:	Aye	Riepl:	Aye
Jacobs:	Aye	Spindell:	Aye
Millis:	Aye	Thomsen:	Aye

Motion carried 6-0.

I. Discussion and Possible Action on Gambling Related to Election Outcomes

Attorney Sharpe presented the memo associated with this agenda item.

Discussion.

MOTION: The WEC directs staff to issue a press release that conveys the substance of the memo presented, and adopts this memo as guidance.

Moved by Commissioner Jacobs. Seconded by Commissioner Bostelmann.

Roll call vote: Bostelmann:	Aye	Riepl:	Aye
Jacobs:	Aye	Spindell:	Aye
Millis:	Aye	Thomsen:	Aye

Motion carried 6-0.

J. Consideration and Possible Action on Ballot Spoiling Guidance Related to Kormanik v. WEC

Administrator Wolfe presented the agenda item.

Discussion.

MOTION: The Commission directs staff to amend the May 27, 2026 memo to include "If a voter returns their voted ballot and later changes their mind about who they would like to vote for or because the candidate they originally voted for has dropped out of the race, this does not constitute an 'accident or mistake.' The ballot cannot be spoiled and reissued for this reason." on page one, paragraph 3, after the existing first sentence.

Moved by Commissioner Spindell. Seconded by Commissioner Riepl.

Discussion.

FRIENDLY AMENDMENT: Change "for this reason" to "for any reason."

Proposed by Chair Millis. Agreed to by Commissioner Spindell and Commissioner Riepl.

Exhibit C

MyVote Wisconsin Voter Information for Plaintiff



Search by Name Search by Address

Exhibit C

My Voter Info

Find My Polling Place

What's On My Ballot

Update My Name or Address

Register To Vote

Vote Absentee By Mail

Track My Ballot

Vote Absentee In Person

MY VOTER INFORMATION

My Voter Info

My Voter Information

My Elected Officials

Provisional Ballots

My Municipal Clerk

Jane C Snell

Village Of Pleasant Prairie - Kenosha County

[Email Clerk](#)

(822)694-1800 EXT. 6719

More Information

My Next Election

2026 General Election

Tuesday, November 3, 2026

Polling Place: Pleasant Prairie Recplex | 9900 Teneall Ter, Pleasant Prairie, WI 53158

Hours: 7:00 AM - 8:00 PM | [More Information](#)

Village Of Pleasant Prairie - Ward 15

If you were issued a provisional ballot on Election Day, please check your voting activity below to see more information about your provisional ballot.

MY ABSENTEE STATUS

Start here to request an absentee ballot

Absentee request approved

Preparing your absentee ballot

Absentee ballot sent

Completed absentee ballot received.

Can't make it to the polls due to age, hospitalization or disability? [Request an absentee ballot for all elections](#)

MY VOTING ACTIVITY

Aug 11, 2026 - 2026 Partisan Primary	+
Apr 7, 2026 - 2026 Spring Election	+
Feb 17, 2026 - 2026 Spring Primary	+
Apr 1, 2025 - 2025 Spring Election	+
Feb 18, 2025 - 2025 Spring Primary	+
Nov 5, 2024 - 2024 General Election	+
Aug 13, 2024 - 2024 Partisan Primary	+
Apr 2, 2024 - 2024 Spring Election and Presidential Preference Vote	+
Feb 20, 2024 - 2024 Spring Primary	+
Apr 4, 2023 - 2023 Spring Election	+
Feb 21, 2023 - 2023 Spring Primary	+
Nov 8, 2022 - 2022 General Election	+
Aug 9, 2022 - 2022 Partisan Primary	+
Apr 5, 2022 - 2022 Spring Election	+
Feb 15, 2022 - 2022 Spring Primary	+
Nov 3, 2020 - 2020 General Election	+
Aug 11, 2020 - 2020 Partisan Primary	+
Apr 7, 2020 - 2020 Spring Election and Presidential Preference Vote	+
Feb 18, 2020 - 2020 Spring Primary	+
Apr 2, 2019 - 2019 Spring Election	+
Nov 6, 2018 - 2018 General Election	+
Aug 14, 2018 - 2018 Partisan Primary	+
Apr 3, 2018 - 2018 Spring Election	+
Apr 4, 2017 - 2017 Spring Election	+
Nov 8, 2016 - 2016 General Election	+

Voting activity older than 10 years is available by request to the Wisconsin Elections Commission on the [Badger Voter Website](#).

[View My Current Elected Officials](#)

MyVote is available in both English and Spanish. Please select your preferred language.
MyVote está disponible en Inglés y Español. Por favor seleccione su idioma preferido.

English Español

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Contact the State of Wisconsin Elections Commission

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Contact Us

[Wisconsin Elections Commission](#)

[Photo ID Information](#)

Find My Municipal Clerk

Find My Elected Officials

Privacy Policy

Accessibility Statement

Exhibit D

PredictIt Trade History for Wisconsin Governor-Election Market

Exhibit D

TradeHistory										
DateExecuted	Type	MarketName	ContractName	Shares	Price	ProfitLoss	Fees	Risk	CreditDebit	URL
8/29/2026 11:43 PM	Buy No	Which party will win the 2026 election for governor of Wisconsin?	Democratic	36	\$0.25	\$0.00	\$0.00	(\$9.00)	(\$9.00)	https://www.predictit.org/markets/detail/8213
8/29/2026 11:39 PM	Buy No	Which party will win the 2026 election for governor of Wisconsin?	Democratic	4	\$0.25	\$0.00	\$0.00	(\$1.00)	(\$1.00)	https://www.predictit.org/markets/detail/8213

Exhibit E

PredictIt Market Rules:

“Which Party Will Win the 2026 Election for Governor of Wisconsin?”



Categories:



Markets News Account Dashboard

President

Congress

State/Local

World

Weekly



Search



Deposit

\$10.00

Investment

\$10.00

Cash



Alert

\$10.00

Investment

\$10.00

Cash

\$10.00

Investment

\$10.00

Cash

\$10.00

Investment

\$10.00

Investment

\$10.00

Investment

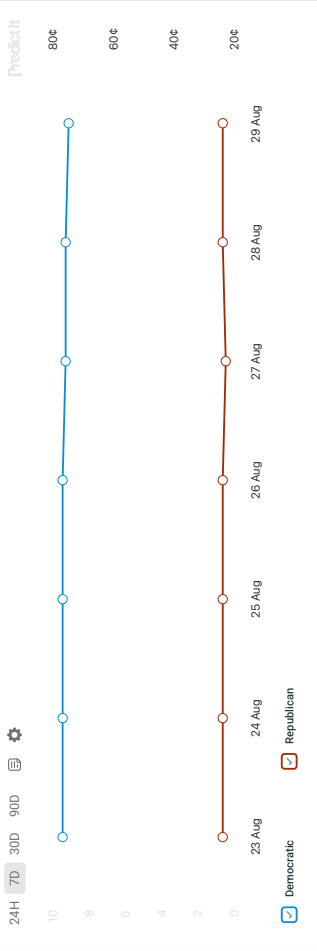
\$10.00

Investment

\$10.00

Investment

Wisconsin governor party winner?



Rules

Criteria for Payout

The contract that resolves to Yes shall be that which identifies the party whose candidate wins the 2026 Wisconsin gubernatorial election.

A candidate shall be considered to represent a party if such individual is the nominee or has a ballot-listed affiliation of that party.

PredictIt reserves the right to wait for further official, party, judicial or other relevant announcements, reports or decisions to resolve any ambiguity or uncertainty before the market is settled. Markets may stay open or incur a delay in settlement well past the date of the contest in certain circumstances. If there is any change to an event, or any situation arises, that is not in PredictIt's view addressed adequately by the market rules, PredictIt will decide the fairest and most appropriate course of action.

PredictIt's decisions and determinations under this rule shall be at PredictIt's sole discretion and shall be final.

Dates

Start Date: 07/17/2025 10:43 am (ET)

Market Type

This market offers several possible outcomes (contracts) but only one outcome that can resolve to YES. It is sometimes possible, however, for all contracts in a market to resolve to NO, depending on circumstances. In a multiple-contract market of this type, the calculation of risk (required collateral) is equal to the amount necessary to cover your maximum potential loss (or smallest profit) when considering every possible market outcome.

Exhibit F

PredictIt Potential Payouts for Market No. 8213

Potential Payouts-8213-2

Market Outcome	Type	Shares	Avg Price	Share Value	If Yes	If No	Risk	Payout
Democratic	No	40	\$0.25	\$10.00	(\$10.00)	\$27.00	(\$10.00)	\$0.00
Any Other Contract				\$0.00	\$0.00	\$0.00	\$27.00	\$37.00
Your Risk in any contract is the sum of your profits and losses, across all contracts, should that contract resolve to 'Yes'.								
Your Investment in the market as a whole is equal to your greatest Risk in any one contract. This is the amount Predictitt debits from your account to cover your position.								
Your Potential Payout is the amount you will be credited if the contract resolves to 'Yes'. It is the difference between your total Investment (greatest Risk in any contract) and the Risk in the winning contract.								
Share Value corresponds to the face value of your position in each contract (shares multiplied by average purchase price).								

Exhibit G

PredictIt Deposit Confirmation



jay stone <jayjoelstone@gmail.com>

Exhibit G

PredictIt: Deposit Confirmation

1 message

noreply@predictit.org <noreply@predictit.org>
To: jayjoelstone@gmail.com

Sat, Aug 29, 2026 at 10:38 PM

[Login](#)

Deposit Confirmation

Dear JAY STONE,

We are confirming that you made a deposit to your PredictIt account in the amount of **\$20.00** on **8/29/2026** using a credit card ending in **6915**.

Your reference number for this transaction is **491220453090337**.

If you did not authorize this deposit, please contact us immediately at support@predictit.org . Please include the reference number above in your correspondence.

Otherwise, thank you for your deposit and happy predicting!

The PredictIt Team

PredictIt Support

support@predictit.org

Predictit.org is a project of the Prediction Market Research Consortium. It is unregulated, experimental and being operated for academic purposes.

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Exhibit H

PredictIt Wallet History

Exhibit H

WalletHistory

Type	Date and Time	Confirmation Number	Net Amount	Fee	Status
Credit Card Deposit	08/29/2026 11:37 PM ET	'491220453090337	\$20.00		Approved

Exhibit I

PredictIt Wallet/Account Page

Exhibit J

PBS Wisconsin Interview/Transcript

Concerning WEC Prediction-Markets Guidance



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Here & Now

About Episodes Upcoming Airdates

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Close Transcript

Ann Jacobs on Prediction Markets and Wisconsin Election Law

07/31/26 | 5m 21s | Rating: TV-G

Wisconsin Elections Commission member Ann Jacobs discusses an agency advisory that buying and selling prediction market contracts on election outcomes violates state law on making bets and voting.



Ann Jacobs on Prediction Markets and Wisconsin Election Law

Frederica Freyberg:
Prediction betting markets draw



8/29/26, 4:54 PM

Ann Jacobs on Prediction Markets and Wisconsin Election Law | Watch Here & Now on PBS Wisconsin

billions in wagers on everything from World Cup outcomes to now elections. Kalshi, which describes itself as the next generation financial exchange, this month launched a midterms hub designed, they say, as the one-stop shop for state and federal election forecasting and betting. Not so fast, says the Wisconsin Elections Commission. Commissioner Ann Jacobs is here, and thanks for being here.

Ann Jacobs:
Happy to be here.

Frederica Freyberg:
So the commission recently put out some guidance to voters about betting on the outcomes of elections. What did that say?

Close Transcript 

Ann Jacobs:
The guidance we sent out to voters basically summarized what has been Wisconsin law since about 1849, which is you cannot bet on an election and vote in that election.

Frederica Freyberg:
So what are the penalties for putting a wager on an election?

Ann Jacobs:
There's two sort of penalties for it. Number one is someone could challenge your ballot and have it not count. And the second one, which is far more draconian, is it is actually a class I felony to bet and vote in the same election.

Frederica Freyberg:
How would anyone find out whether you had done that or not?

Ann Jacobs:
I get asked that question quite a bit, and the answer is the same way crimes

are reported to authorities, of all types:
a spurned spouse or boyfriend-
girlfriend, a disgruntled employee, an
agitated neighbor, someone who you
promised to share the money with and
then didn't share the bet results with.
That's how these sort of things are
reported.

Frederica Freyberg:
How could betting on the outcome
warp the process, even tip the
outcome?

Ann Jacobs:
There's a few ways it could. I mean,
one of which is sort of on the very
personal level. You are no longer
voting for the person you think would
be best in the position. You're now
voting for someone who can line your
pockets. And that's a corruption of the
process on a very individual level. In
theory, you could have people within a
campaign go out to place bets to try to
tilt the prediction markets to create a
false sense of momentum or antipathy
towards a given candidate. So it could
be an attempt to manipulate it at a
much larger level.

Frederica Freyberg:
What about the argument that
wagering on an election actually gets
people who wouldn't ordinarily be
interested in voting involved in the
process?

Ann Jacobs:
I find that so odd. We want them to
come into the process to vote, not for
the person that they think is going to
be best, but to try to make money.
That's sort of a warped view of
elections. We want people to vote. I
want people to vote. I hope everyone
goes out and votes on August 11, but I
want you to go out and vote because

Close Transcript 

you believe that is going to be the best person for the job at hand.

Frederica Freyberg:

What is your reaction to Kalshi's new midterms hub?

Ann Jacobs:

I, you know, apparently there is great enthusiasm for this, as I accidentally learned by posting on social media about this law and people take it quite seriously. I don't have any opinion one way or another about prediction markets, whether they're good or bad, legal or not. All I care about is I don't want people to accidentally commit a felony by voting and betting. You can vote. You can bet. You just can't do both.

Close Transcript 

Frederica Freyberg:

Does this put the Wisconsin Elections Commission squarely into a fight with a very, very moneyed interest?

Ann Jacobs:

I hope not, because we're one of something like 35 states that have this same law. The policy behind the law is sound and has been that case for 100 and however many years it's been. So we really need to think about whether or not we want our elections to be governed by money making or by efficacy in government.

Frederica Freyberg:

On another matter, what is your reaction to this week's court ruling that upholds WEC guidance that you opposed, saying early absentee voters can't get a do over even if their candidate dropped out? Now, that's with nearly 130,000 early ballots cast and another candidate this week dropping out.

8/29/26, 4:54 PM

Ann Jacobs on Prediction Markets and Wisconsin Election Law | Watch Here & Now on PBS Wisconsin

Ann Jacobs:

I was obviously very disappointed in the outcome. I have been on the commission since 2016. It was our guidance, at all times until a court put it on hold. And now we've issued this new guidance for the very first time without alerting voters it was coming. And I was very disappointed in that outcome.

Frederica Freyberg:

All right. We leave it there.

Commissioner Ann Jacobs, thanks so much.

Ann Jacobs:

Pleasure.

Close Transcript ↗

Clips From This Episode



Ann Jacobs on Prediction Markets and Wisconsin Election Law

07/31/26 | 5m 21s

Ann Jacobs on prediction market contracts on election outcomes violating state law.

Exhibit K

WISN UPFRONT Interview/Transcript

Concerning WEC Election-Betting Guidance

This transcript was exported on 08/29/2026 - view latest version [here](#)

Exhibit K

Matt Smith: A big warning from state election officials this weekend headed into Tuesday's primary. The Elections Commission telling voters it is illegal in Wisconsin to vote and then also bet on those elections on popular prediction markets like Kalshi and Polymarket.

Gerron Jordan: On Kalshi, for example, right now you can bet on the odds of who will win the Democratic primary and the general election itself. The company is now pushing back. Bobby Denault is Kalshi's head of enforcement and legal counsel and joins us now. Bobby, welcome to Upfront.

Bobby Denault: Thank you so much for having me. It's great to be here.

Gerron Jordan: One of your colleagues called the guidance from the Elections Commission, "Insane, blatantly unconstitutional and illegal." Does that sum it up from your perspective?

Bobby Denault: It does. I think I'd add a few other adjectives. I think it's unprecedented, it's dangerous, and it's unlawful. It's unlawful because federal law, not state law, applies to event contracts traded on Kalshi. Kalshi is a designated contract market that has a license from the federal government and has a federal regulator, and so it's not possible for a state to make it criminal for someone to participate in a licensed activity that is allowed under federal law.

Two years ago, a judge in a federal court in DC actually ruled specifically that Kalshi's contracts on elections are entirely lawful and upheld our ability to offer those as a designated contract market that's federally licensed. State cannot criminalize activity that is lawful under the exclusive authority of the federal government. We think it's unlawful for Wisconsin to come out and threaten citizens with criminal liability for participating in that type of behavior.

Gerron Jordan: We got this guidance from the Commission. You say that this guidance is unprecedented and dangerous. Is it worth the risk for voters?

Bobby Denault: I think voters should exercise all the rights that they are entitled to exercise, including their right to vote and to have their voice heard and to trade on a legal contract market that's licensed by the federal government. What's important to us is that people know that they can exercise their rights, and we encourage the Wisconsin Elections Commission to make clear that is the case, and it's why they didn't bring this suit in court.

Gerron Jordan: That's what you want from the Wisconsin Elections Commission. Does Congress need to better clarify this?

Bobby Denault: I don't think they do. The law is pretty clear. It exclusively grants jurisdiction over prediction markets like Kalshi to the CFTC, and it allows the CFTC to regulate the contracts that are offered. The CFTC and Kalshi have already litigated the issue of election contracts. I think this is pretty well settled. I think the state of Wisconsin and the Wisconsin Elections Commission should take a look at those rulings and the federal law that applies here.

This transcript was exported on 08/29/2026 - view latest version [here](#)

Gerron Jordan: Bobby Denault, the head of enforcement and legal counsel at Kalshi, thanks so much for your time. We appreciate it.

Bobby Denault: Thanks for having me.

Matt Smith: With that, let's bring in Ann Jacobs, a member of the Wisconsin Elections Commission. Ann, good to see you. Welcome back.

Ann Jacobs: Thanks for having me.

Matt Smith: First, we just heard from Kalshi. I'm curious your broad reaction to their response.

Ann Jacobs: It is so over-the-top, I'm almost speechless. To call the idea that a law that's been on the books since 1849 dangerous is simply bizarre. Do you know what's dangerous? Children playing with matches, PFAS in our water. Those things are dangerous. What's not dangerous is the law that says if you bet on an election, you can't vote.

Matt Smith: To the argument from Kalshi that the Commission is unserious in this because they didn't take it to court, you would say what to that?

Ann Jacobs: The law has been on the books since 1849. All we've ever done is simply point out to people that this law exists because of concern that people may not have been aware of it and simply taken it for granted. We don't have to go to court to enforce our own laws. The laws exist. If someone thinks the law is improper, illegal, or what have you, the onus is on them to sue the state of Wisconsin, making that claim. The State of Wisconsin doesn't go to court and say, "Please ratify our laws." That's not how the system works.

Matt Smith: As we sit here ahead of Tuesday, what do you want Wisconsinites to know? If they go on a site like Kalshi, and then if they do vote, are they at risk of being criminally charged?

Ann Jacobs: The issue of criminal charges, I leave to the district attorneys at the state. The Elections Commission doesn't prosecute people. We do not hold that authority. We've issued guidance to people so that they can better understand what the laws that govern voting are. In this case, we're alerting them to this law that exists. If someone were to violate that law, it would be up to the district attorney in their county to choose whether or not to charge them.

Matt Smith: I was going to say, since the Commission issued this press release a couple of weeks ago, this has received a lot of attention. Are you surprised by that?

Ann Jacobs: People have really big feelings about this. I was very surprised at how invested, in an emotional sense, people are in these prediction markets. That was surprising.

Matt Smith: Ann Jacob's a Democratic member of the Wisconsin Elections Commission. Like always, thank you.

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Ann Jacobs: Pleasure.

Matt Smith: Again, polls open Tuesday morning. We'll be right back.

[00:05:26] [END OF AUDIO]

Exhibit L

Response in Wisconsin Elections Commission

Complaint EL 21-37

Exhibit L

flyer authorized by a candidate “invited people to attend an ‘election party’ that promised ‘Free! Food/Drinks’ and explained that to be admitted a person ‘must show vote sticker at door.’” *State v. Huff*, 2009 WI App 92, 319 Wis. 2d 258, 769 N.W.2d 154.

In *Huff*, an undercover investigation revealed that an employee for the candidate had been promising voters payment to vote, shepherding those voters to City Hall to vote early, and then paying them upon seeing their “I Voted” sticker *Id.*, ¶¶3–9. The employee was convicted for conspiracy to violate the election bribery statute, which was sustained on appeal. *Id.*, ¶¶16–19.

Unlike the Defendant in *Huff*, the Respondents did not offer anything of value to induce voters to go to the polls or to vote nor was the provision of food and entertainment conditioned upon the act of going to the polls or voting. Instead, Respondents hosted a community event near an early voting location and provided food and entertainment to anyone who arrived, regardless of whether they voted or not. Indeed, Respondents’ actions followed the Commission’s own guidance. As relevant here, the Commission stated:

If groups or individuals wish to give away food or refreshments near polling places or clerks’ offices during in-person absentee voting, there are several things to consider. . . Any items being given away must be available to everyone whether they have voted or not. Items given away cannot be in exchange for voting or not voting at the location.

Wisconsin Elections Commission, *Rules about Offering Incentives to Voters*, 29 October 2020, <https://elections.wi.gov/sites/elections.wi.gov/files/2020-10/NR%20Elections%20-%20Rules%20about%20Voting%20Incentives%2010-29-20.pdf> (last accessed 12 October 2021).

Exhibit M

Stone v. Wisconsin Elections Commission,

Wisconsin Court of Appeals Decision

2025 WI APP 68

**COURT OF APPEALS OF WISCONSIN
PUBLISHED OPINION**

Case No.: 2024AP1782

† Petition for Review Filed

Complete Title of Case:

JAY STONE,**PLAINTIFF-APPELLANT-PETITIONER,†****V.****WISCONSIN ELECTIONS COMMISSION,****DEFENDANT-RESPONDENT.**

Opinion Filed: October 14, 2025

Submitted on Briefs: June 4, 2025

Oral Argument:

JUDGES: Stark, P.J., Hruz, and Gill, JJ.

Concurred:

Dissented:

AppellantATTORNEYS: On behalf of the plaintiff-appellant-petitioner, the cause was submitted on the briefs of *Jay Stone*, pro se.

Respondent

ATTORNEYS: On behalf of the defendant-respondent, the cause was submitted on the briefs of *Joshua L. Kaul*, attorney general, *Anthony D. Russomanno*, assistant attorney general, and *Jon J. Whitney*, assistant attorney general.

2025 WI App 68**COURT OF APPEALS
DECISION
DATED AND FILED****October 14, 2025**Samuel A. Christensen
Clerk of Court of Appeals**NOTICE**

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. *See* WIS. STAT. § 808.10 and RULE 809.62.

**Appeal No. 2024AP1782
STATE OF WISCONSIN****Cir. Ct. No. 2022CV528****IN COURT OF APPEALS**

JAY STONE,**PLAINTIFF-APPELLANT,****V.****WISCONSIN ELECTIONS COMMISSION,****DEFENDANT-RESPONDENT.**

APPEAL from an order of the circuit court for Kenosha County:
DAVID P. WILK, Judge. *Affirmed in part, reversed in part and cause remanded
with directions.*

Before Stark, P.J., Hruz, and Gill, JJ.

¶1 STARK, P.J. Jay Stone, pro se, challenges three administrative decisions of the Wisconsin Elections Commission, which dismissed complaints that Stone filed against several respondents alleging that certain people and entities

¶40 As we explained above, Stone challenges, on due process grounds, the Commission’s finding that the Obama complaint was frivolous and warranting of a forfeiture. “The Fourteenth Amendment to the United States Constitution and art. I, § 1 of the Wisconsin Constitution prohibit government actions that deprive any person of life, liberty, or property without due process of law.” *State v. Ozuna*, 2017 WI 64, ¶22, 376 Wis. 2d 1, 898 N.W.2d 20 (citation omitted). “[T]here can be no doubt that at a minimum” the due process clause “require[s] that deprivation of life, liberty or property by adjudication be preceded by notice and opportunity for hearing appropriate to the nature of the case.” *State v. Lagrone*, 2016 WI 26, ¶48, 368 Wis. 2d 1, 878 N.W.2d 636 (quoting *Mullane v. Central Hanover Bank & Tr. Co.*, 339 U.S. 306, 313 (1950)); see also *Goldberg v. Kelly*, 397 U.S. 254, 267 (1970) (“The fundamental requisite of due process of law is the opportunity to be heard ... at a meaningful time and in a meaningful manner.” (citations omitted)); *Mathews v. Eldridge*, 424 U.S. 319, 334 (1976) (“Due process is flexible and calls for such procedural protections as the particular situation demands.” (citation omitted)).

¶41 As is also noted above, the parties do not dispute that Stone is entitled to procedural due process in connection with the Commission’s imposition of the \$500 forfeiture. See *Milwaukee Dist. Council 48 v. Milwaukee County*, 2001 WI 65, ¶50, 244 Wis. 2d 333, 627 N.W.2d 866 (explaining that protected property interests naturally include “actual ownership of real estate, chattels, or money” (citation omitted)); see also *Chambers v. NASCO, Inc.*, 501 U.S. 32, 50 (1991) (cautioning that courts “must comply with the mandates of due process” when imposing a sanction). We agree with the parties that the prospect of the Commission imposing a forfeiture of up to \$500, and the fact that Stone *was* assessed a \$500 forfeiture, bring Stone’s interest here within the ambit of the due process clause.

According to the Commission, “the question then becomes ‘whether the procedures used to deprive [Stone] of that interest were constitutionally sufficient.’” *See Andrade v. City of Milwaukee Bd. of Fire & Police Comm’rs*, 2024 WI 17, ¶28, 411 Wis. 2d 340, 5 N.W.3d 261. For the reasons that follow, we conclude that whatever procedure the Commission used to find that the Obama complaint was frivolous and to impose a forfeiture was constitutionally insufficient because it failed to provide Stone with notice and an opportunity to be heard.

¶42 In the present context, we conclude that due process principles require that a complainant be provided timely and adequate notice of the Commission’s consideration that the complaint may be frivolous and a forfeiture is appropriate under WIS. STAT. § 5.05(2m)(c)2.am. and that he or she be provided an opportunity to defend his or her position before the Commission.¹⁴ *See Howell v. Denomie*, 2005 WI 81, ¶¶17, 19, 282 Wis. 2d 130, 698 N.W.2d 621 (“We ... conclude that in order to determine that an appeal is frivolous [pursuant to WIS. STAT. RULE 809.25(3)(c) (2001-02)], the court of appeals is required to give notice that it is considering the issue. It must also give an opportunity to respond to the issue before a determination is made.”); *State v. Nielsen*, 2011 WI 94, ¶33, 337 Wis. 2d 302, 805 N.W.2d 353 (suggesting that the court of appeals require a show cause order before imposing sanctions for a failure to comply with the Rules of Appellate Procedure); *see also Larsen v. City of Beloit*, 130 F.3d 1278, 1286-87 (7th Cir. 1997) (observing that whether sanctions are imposed under Federal Rule of Civil

¹⁴ We do not, however, conclude that a complainant is entitled to an evidentiary hearing before the Commission finds his or her complaint frivolous. *See, e.g., In re Kunstler*, 914 F.2d 505, 521 (4th Cir. 1990) (“Due process does not require an evidentiary hearing before sanctions are imposed”); *DiPonio Constr. Co. v. International Union of Bricklayers & Allied Craftworkers, Local 9*, 687 F.3d 744, 752 (6th Cir. 2012) (“‘In this circuit, there is no requirement that a full evidentiary hearing be held before imposing sanctions.’ All that is required is that the party ‘be given notice and an opportunity to be heard.’” (citations omitted)).

Exhibit N

Wisconsin Elections Commission Proposed Administrative Rules /

Scope Statement for Wis. Admin. Code ch. EL 20

STATEMENT OF SCOPE
PURSUANT TO WIS. STAT. § 227.24
WISCONSIN ELECTIONS COMMISSION

Rule No.: Wis. Admin. Code EL Chapter 20

Relating to: Administrative Complaint Procedures

Rule Type: Permanent Rule pursuant to Wis. Stat. § 227.11

RULE ANALYSIS
Pursuant to § 227.135(1):

a) A description of the objective of the proposed rule.

The Commission decides three different types of administrative complaints: (1) 5.05 complaints that cover criminal violations of Chapter 12, (2) 5.06 complaints that cover election official actions contrary to law or in abuse of their discretion, and (3) 5.061 complaints that cover Help America Vote Act (HAVA) violations. Current administrative code only governs one of the three complaint types today—the 5.06 administrative complaint—and it has never addressed 5.061 HAVA complaints. The proposed rule will provide procedures, address issues, and answer questions common and specific to the three complaint types.

b) Description of the existing policies relevant to the rule, new policies proposed to be included in the rule, and an analysis of policy alternatives.

Section 5.06 and its related administrative code, Chapter EL 20, provide procedures that parties and the Commission use to navigate 5.06 complaints. Administrative complaints are brought under Wis. Stat. § 5.06 when an elector alleges that an election official in their jurisdiction took action that was contrary to law or otherwise abused their discretion. In contrast, §§ 5.05 and 5.061 provide little guidance for their respective criminal and HAVA complaints, and no administrative code provides additional procedures for these complaint processes.

In recent years, the Commission has addressed several procedural questions surrounding all types of administrative complaints, none of which could be answered under the existing rule. This includes, but is not limited to, handling late-filed documents and whether there should be a penalty, confirming that complaint materials can be filed by email, and what presumptions should exist when a Respondent fails to respond to the allegations in full or in part. The proposed rule would reconsider and revise the current rule to govern all three complaint types. To the extent possible, the new rule would borrow procedures from the § 5.06 process for 5.05 and 5.061 complaints. The proposed rule would also address common issues and procedural questions surrounding the three types of complaint. Finally, the rule would have dedicated sections specific to each complaint type.

In addition to the general principles that would apply to all complaint types, the proposed rule would update the existing rule to remove outdated and unnecessary details and add content specific to 5.06

complaints. This would include language about conducting investigations, including, but not limited to, removing or updating provisions of the rule that were declared unlawful by *Pellegrini II*.

For criminal complaints, there is currently no administrative process in place beyond the text of Wis. Stat. § 5.05. Chapter EL 20 used to govern 5.05 complaints, but the Legislature superseded it with Wis. Stat. § 5.05(2m). In addition to the general principles that would apply to all complaint types, the proposed rule would cover some questions specific to 5.05 complaints. This would include, but is not limited to, language about whether a response—and not just the complaint—must be notarized or include an unsworn declaration, standards for what makes a complaint frivolous, procedures for imposing sanctions for frivolous complaints, and clarifying that the Commission can exercise its discretion to dismiss a matter.

Similarly, there is currently no administrative process in place for HAVA complaint procedure beyond the text of Wis. Stat. § 5.061. In the past, the Commission has borrowed § 5.06 procedures when working with HAVA complaints. In addition to the general principles that would apply to all complaint types, the proposed rule would create a dedicated, separate process for HAVA complaints that would include any procedures required by HAVA.

The alternative would be to not promulgate this rule, leaving the Commission without clear or updated procedures in place for each type of complaint for the Commission and complainant parties to rely on. The Commission would continue to navigate 5.05 and 5.061 complaints under non-governing rules, whilst navigating 5.06 complaints under the governing, but now uncomprehensive, rule.

c) Detailed explanation of statutory authority for the rule (including the statutory citation and language).

General Authority pursuant to Wis. Stat. § 5.05(1): “General authority. The elections commission shall have the responsibility for the administration of chs. 5 to 10 and 12 and other laws relating to elections and election campaigns, other than laws relating to campaign financing. Pursuant to such responsibility, the commission may:

- (f) Promulgate rules under ch. 227 applicable to all jurisdictions for the purpose of interpreting or implementing the laws regulating the conduct of elections or election campaigns, other than laws regulating campaign financing, or ensuring their proper administration.”

Agency Rulemaking Authority pursuant to Wis. Stats. § 227.11(2)(a): “Agency rulemaking authority. Each agency may promulgate rules interpreting the provisions of any statute enforced or administered by the agency, if the agency considers it necessary to effectuate the purpose of the statute, but a rule is not valid if the rule exceeds the bounds of correct interpretation.”

d) An estimate of the amount of time agency employees will spend developing the proposed rule and of other resources needed to develop the rule.

WEC staff estimates that it would take approximately 100 staff hours to draft a scope statement and carry out the subsequent steps to promulgate an administrative rule.

e) A description of all of the entities that may be affected by the proposed rule.

Because it would govern complaint procedures, the proposed rule would primarily affect the Commission. Active or potential parties to complaints (including election officials) may also be affected to the extent that

the procedures would be updated to reflect current law, more complete, more navigable, and more predictable.

f) A summary and preliminary comparison of any existing or proposed federal regulation that addresses or is intended to address the activities to be regulated by the proposed rule.

As of April 15, 2026, there are no known existing or proposed federal regulations that address a state's HAVA complaint procedures. This question is otherwise not applicable to Wisconsin's 5.05 and 5.06 complaint procedures.

Agency Contact Person:

Angela O'Brien Sharpe, Attorney Supervisor
(608) 264-6764, angela.sharpe@wisconsin.gov



Megan Wolfe
Administrator, Wisconsin Elections Commission
May 8, 2026
Date Submitted

Exhibit O

STATEMENT OF SCOPE

PURSUANT TO WIS. STAT. § 227.24

SS 046-26**Elections Commission (EL)****Administrative Code Chapter Affected:**

Ch. EL 20 (Revised)

Related to: Administrative complaint procedures**Date Statement Approved by Governor:** July 16, 2026

STATEMENT OF SCOPE
PURSUANT TO WIS. STAT. § 227.24
WISCONSIN ELECTIONS COMMISSION

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Similarly, there is currently no administrative process in place for HAVA complaint procedure beyond the text of Wis. Stat. § 5.061. In the past, the Commission has borrowed § 5.06 procedures when working with HAVA complaints. In addition to the general principles that would apply to all complaint types, the proposed rule would create a dedicated, separate process for HAVA complaints that would include any procedures required by HAVA.

The alternative would be to not promulgate this rule, leaving the Commission without clear or updated procedures in place for each type of complaint for the Commission and complainant parties to rely on. The Commission would continue to navigate 5.05 and 5.061 complaints under non-governing rules, whilst navigating 5.06 complaints under the governing, but now uncomprehensive, rule.

c) Detailed explanation of statutory authority for the rule (including the statutory citation and language).

General Authority pursuant to Wis. Stat. § 5.05(1): “General authority. The elections commission shall have the responsibility for the administration of chs. 5 to 10 and 12 and other laws relating to elections and election campaigns, other than laws relating to campaign financing. Pursuant to such responsibility, the commission may:

- (f) Promulgate rules under ch. 227 applicable to all jurisdictions for the purpose of interpreting or implementing the laws regulating the conduct of elections or election campaigns, other than laws regulating campaign financing, or ensuring their proper administration.”

Agency Rulemaking Authority pursuant to Wis. Stats. § 227.11(2)(a): “Agency rulemaking authority. Each agency may promulgate rules interpreting the

provisions of any statute enforced or administered by the agency, if the agency considers it necessary to effectuate the purpose of the statute, but a rule is not valid if the rule exceeds the bounds of correct interpretation.”

d) An estimate of the amount of time agency employees will spend developing the proposed rule and of other resources needed to develop the rule.

WEC staff estimates that it would take approximately 100 staff hours to draft a scope statement and carry out the subsequent steps to promulgate an administrative rule.

e) A description of all of the entities that may be affected by the proposed rule.

Because it would govern complaint procedures, the proposed rule would primarily affect the Commission. Active or potential parties to complaints (including election officials) may also be affected to the extent that the procedures would be updated to reflect current law, more complete, more navigable, and more predictable.

f) A summary and preliminary comparison of any existing or proposed federal regulation that addresses or is intended to address the activities to be regulated by the proposed rule.

As of April 15, 2026, there are no known existing or proposed federal regulations that address a state’s HAVA complaint procedures. This question is otherwise not applicable to Wisconsin’s 5.05 and 5.06 complaint procedures.

Agency Contact Person:

Angela O’Brien Sharpe, Attorney Supervisor



Meagan Wolfe

Administrator, Wisconsin Elections Commission

May 26, 2026

Date Submitted

EXHIBIT P

Plaintiff's Request For a WEC Advisory Opinion

Submitted to WEC on September 23, 2026

Request for Formal or Informal Advisory Opinion

Wis. Stat. § 5.05(6a)(a)1

To: Wisconsin Elections Commission

Email: elections@wi.gov

Re: Application of Wis. Stat. §§ 6.03(2), 12.13(1)(a), and 945.01(1)(a) to identified PredictIt transaction and November 3, 2026 ballot

I respectfully request a formal or informal written advisory opinion under Wis. Stat. § 5.05(6a)(a)1 concerning the propriety under Wisconsin election law of voting in the November 3, 2026 general election after purchasing a PredictIt contract for the partisan gubernatorial race.

Material facts

1. On August 29, 2026, I purchased \$10 in PredictIt contracts in the market titled: “Which party will win the 2026 election for governor of Wisconsin?”
2. My position concerns only the Wisconsin gubernatorial contest. I have not made a PredictIt trade concerning any other office, referendum, or contest on my November 3, 2026 ballot.
3. I have no other contracts or agreements that concern the result of the Wisconsin gubernatorial election or any other election.
4. PredictIt’s Terms and Conditions state that its website “facilitates the trading of futures contracts tied to the outcome of political and financial events and circumstances.”
5. WEC’s July 2026 prediction-market guidance states that election-related prediction-market trades likely fall within Wis. Stat. § 6.03(2), and that voting without the necessary elector qualifications may violate Wis. Stat. § 12.13(1)(a).
6. This request is made to obtain WEC’s current interpretation as applied to my identified transaction and to determine to what extent, if any, requester may lawfully exercise requester’s voting rights in the November 3, 2026 election, including in contests other than the gubernatorial contest.

The requester is the plaintiff in *Jay Stone v. Wisconsin Elections Commission et al.*, Kenosha County Circuit Court Case No. 2026CV001112. This request is made to obtain WEC’s current interpretation as applied to the identified transaction and to determine whether requester may lawfully vote in the November 3, 2026 election, including in contests other than the

gubernatorial contest. Requester does not ask WEC to decide the pending litigation, the constitutionality of any statute, or whether any prosecutor would bring a criminal charge.

Advisory Opinion Questions Presented

Please state WEC's position, based on the facts above, regarding each of the following questions.

1. Does my identified PredictIt transaction constitute a "bet" or "wager" for purposes of Wis. Stat. § 6.03(2) and WEC's July 2026 prediction-market guidance?
2. Does WEC conclude that my identified PredictIt transaction falls within, or is excluded by, the provision in Wis. Stat. § 945.01(1)(a) stating that a "bet" does not include "[b]ona fide business transactions which are valid under the law of contracts"?
3. If WEC concludes that the bona-fide-business-transaction exclusion in Wis. Stat. § 945.01(1)(a) does not apply, please identify the specific statutory text, case law, other legal authority, and factual basis on which WEC relies.
4. Under WEC's guidance and interpretation of Wis. Stat. § 6.03(2), does my identified transaction disqualify me from voting:
 - Only in the Wisconsin gubernatorial contest;
 - In every statewide contest on the November 3, 2026 ballot;
 - In every contest and referendum on my November 3, 2026 ballot; or
 - In no contest?
5. If WEC takes the position that my transaction disqualifies me from voting in any contest other than the gubernatorial contest, please identify the specific statute, case law, or other authority supporting that conclusion.
6. Does WEC's answer change if I vote only in contests or referendums other than the Wisconsin gubernatorial contest?
7. If I do not vote in the Wisconsin gubernatorial contest but vote in one or more other contests or referenda appearing on the November 3, 2026 ballot, does WEC interpret Wis. Stat. § 6.03(2) as prohibiting those votes?
8. Does WEC further take the position that I lack the necessary elector qualifications under Wis. Stat. § 12.13(1)(a) for voting in those other contests? If so, please identify the specific legal authority for that conclusion.

I respectfully request a written formal or informal advisory opinion as promptly as practicable because the November 3, 2026 election is imminent. The facts stated in this request are true and accurate to the best of my knowledge.

Date: September 23, 2026

Respectfully submitted,

Jay Stone

jayjoelstone@gmail.com

262-455-0027

EXHIBIT Q

Email Chain Between Plaintiff and WEC Attorney Angela O'Brien

WEC's Confirmation of Plaintiff's Advisory Opinion Submission



jay stone <jayjoelstone@gmail.com>

Advisory Opinion Request

3 messages

jay stone <jayjoelstone@gmail.com>

Wed, Sep 23, 2026 at 2:59 PM

To: Elections <elections@wi.gov>, "Sharpe, Angela B - ELECTIONS" <angela.sharpe@wisconsin.gov>

Please see my attached Advisory Opinion Request.

Positive Regards,

jay stone



Advisory Opinion Request Submitted By Jay Stone.pdf

88K

Angela Sharpe (Wisconsin Elections Commission)

Thu, Sep 24, 2026 at 10:30

<helpdesk@electionsupport.wi.gov>

AM

Reply-To: Wisconsin Elections Commission <helpdesk@electionsupport.wi.gov>

To: jay stone <jayjoelstone@gmail.com>

Cc: Elections <elections@wi.gov>, Angela Sharpe <angela.sharpe@wisconsin.gov>

Your Wisconsin Elections Commission request number (126310) is updated with the information below.

Angela Sharpe (Wisconsin Elections Commission)

Dear Jay Stone:

Thank you, I am confirming receipt of your advisory opinion request. We will let you know when we have any updates for this matter.

Best,

Angela O'Brien Sharpe**Attorney Supervisor**

Wisconsin Elections Commission

jay stone

CAUTION: This email originated from outside the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see my attached Advisory Opinion Request.

Positive Regards,

jay stone

Attachment(s)

[Advisory Opinion Request Submitted By Jay Stone.pdf](#)

[0LV36V-1KZE0]

jay stone <jayjoelstone@gmail.com>

Thu, Sep 24, 2026 at 10:39 AM

To: Wisconsin Elections Commission <helpdesk@electionsupport.wi.gov>

Cc: Elections <elections@wi.gov>, Angela Sharpe <angela.sharpe@wisconsin.gov>

Hi Angela,

Thank you for the confirmation.

jay stone

[Quoted text hidden]

EXHIBIT R

WEC's *Don't Bet Your Ballot* Press Release

Published July 21, 2026



Wisconsin Elections Commission

201 West Washington Avenue | Second Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

FOR IMMEDIATE RELEASE:
July 21, 2026

FOR MORE INFORMATION, CONTACT:
Emilee Miklas, emilee.miklas@wisconsin.gov

Don't Bet on Your Ballot: WEC Warns Voters Against Election Gambling

MADISON – With prediction markets and online gambling platforms growing in popularity, the Wisconsin Elections Commission is warning voters: if you bet on an election - it could cost you your vote.

“We want voters to understand that they cannot legally make a bet on an election and cast a ballot in that same election,” WEC Administrator Meagan Wolfe said. “We are not able to police someone placing a bet on these platforms, but it’s important for voters to understand the consequences if they bet on an election outcome.”

Wisconsin law is clear: a voter cannot, even indirectly, make a bet or wager on the outcome of an election and then vote in that same election:

- [Wisconsin Statute § 6.03\(2\)](#) explicitly disqualifies electors from voting “in any election in which the person has made or become interested, directly or indirectly, in any bet or wager depending upon the result of the election.”
- [Wisconsin Statute § 12.13\(1\)\(a\)](#) makes it a Class I felony to intentionally vote in an election without being qualified to do so.

Voters who place bets on elections and then try to vote in that election may be subject to voter qualification administrative challenges, which, if successful, would prevent them from being able to cast their ballot and could also result in a referral to the District Attorney.

Earlier this month, the bipartisan Commission unanimously voted and approved a memo during its July 9, 2026, meeting outlining legal ramifications and concerns about prediction markets and elections. You can view the memo in the open session materials [here](#) (beginning on page 149).

Prediction markets, most prominently run by the companies Kalshi and Polymarket, have quickly emerged and become popular across the United States. Users can trade and invest in “yes” or “no” outcomes, from sporting events to what the President may do on a certain day.

Regulation of prediction markets has been a recent litigation topic at the state and federal levels.

There are currently no federal laws addressing prediction markets for elections, however the Stop Trading On Predictions (STOP) Corrupt Bets Act of 2026 (H.R. 8123) which would ban prediction market bets on

Wisconsin Elections Commissioners

Don M. Millis, chair | Marge Bostelmann | Ann S. Jacobs | Carrie Riepl | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

elections has been introduced as a bill. The U.S. Senate also has banned its members and staff from prediction market betting.

More than half of states (23) have laws that prohibit betting or wagering on elections, at least under certain circumstances, according to a Pew Research Center analysis of data from the National Conference of State Legislatures (NCSL).

Additionally, Governor Tony Evers signed [Executive Order #294](#) to address the growing concern for government officials' use of prediction markets, which prohibits all Wisconsin state executive branch employees from "disclosing or using any nonpublic information obtained due to their public service to personally profit from, avoid loss from, or assist another person or entity, including spouses and family members, in profiting or avoiding loss from participating in prediction markets."

EXHIBIT S

**Wisconsin Legislative Reference Bureau
The Wisconsin Constitution
Last amended at the April 2025 election**

Source URL:

<https://legis.wisconsin.gov/lrb/media/cvuh0vci/wisconsin-constitution2025-2.pdf>

Accessed and downloaded by Plaintiff:
September 15, 2026

Selected source pages included:

- Original PDF page 1:
Publication identification.
- Original PDF page 9:
Beginning of Article III, “Suffrage.”
- Original PDF page 10:
Current Wis. Const. art. III, § 2(4)(a)–(b);
Article III reorganization statement.
- Original PDF page 11:
Former Wis. Const. art. III, § 6;
repeal notation;
former election-bet-or-wager language.

WISCONSIN LEGISLATIVE REFERENCE BUREAU

The Wisconsin Constitution

LAST AMENDED AT THE APRIL 2025 ELECTION



WISCONSIN CONSTITUTION

Article II, Section 1 9

have the right to fish, hunt, trap, and take game subject only to reasonable restrictions as prescribed by law. [2001 SJR-2; 2003 AJR-1]

ARTICLE II.
BOUNDARIES

State boundary. SECTION 1. It is hereby ordained and declared that the state of Wisconsin doth consent and accept of the boundaries prescribed in the act of congress entitled “An act to enable the people of Wisconsin territory to form a constitution and state government, and for the admission of such state into the Union,” approved August sixth, one thousand eight hundred and forty-six, to wit: Beginning at the northeast corner of the state of Illinois - that is to say, at a point in the center of Lake Michigan where the line of forty-two degrees and thirty minutes of north latitude crosses the same; thence running with the boundary line of the state of Michigan, through Lake Michigan, Green Bay, to the mouth of the Menominee river; thence up the channel of the said river to the Brule river; thence up said last-mentioned river to Lake Brule; thence along the southern shore of Lake Brule in a direct line to the center of the channel between Middle and South Islands, in the Lake of the Desert; thence in a direct line to the head waters of the Montreal river, as marked upon the survey made by Captain Cram; thence down the main channel of the Montreal river to the middle of Lake Superior; thence through the center of Lake Superior to the mouth of the St. Louis river; thence up the main channel of said river to the first rapids in the same, above the Indian village, according to Nicollet’s map; thence due south to the main branch of the river St. Croix; thence down the main channel of said river to the Mississippi; thence down the center of the main channel of that river to the northwest corner of the state of Illinois; thence due east with the northern boundary of the state of Illinois to the place of beginning, as established by “An act to enable the people of the Illinois territory to form a constitution and state government, and for the admission of such state into the Union on an equal footing with the original states,” approved April 18th, 1818.

Alternate boundary. [An additional paragraph, adopted by the convention as part of Art. II, sec. 1, was rejected by the act which admitted Wisconsin into the Union (9 U.S. Stat. Ch. L, pp. 233-235)]; Provided, however, that the following alteration of the foresaid boundary be, and hereby is proposed to the congress of the United States as the preference of the state of Wisconsin, and if the same shall be assented and agreed to by the congress of the

United States, then the same shall be and forever remain obligatory on the state of Wisconsin, viz.: Leaving the aforesaid boundary line at the foot of the rapids of the St. Louis river; thence in a direct line, bearing south-westerly, to the mouth of the Iskodewabo, or Rum river, where the same empties into the Mississippi river, thence down the main channel of said Mississippi river as prescribed in the aforesaid boundary.

Enabling act accepted. SECTION 2. [As amended April 1951] The propositions contained in the act of congress are hereby accepted, ratified and confirmed, and shall remain irrevocable without the consent of the United States; and it is hereby ordained that this state shall never interfere with the primary disposal of the soil within the same by the United States, nor with any regulations congress may find necessary for securing the title in such soil to bona fide purchasers thereof; and in no case shall nonresident proprietors be taxed higher than residents. Provided, that nothing in this constitution, or in the act of congress aforesaid, shall in any manner prejudice or affect the right of the state of Wisconsin to 500,000 acres of land granted to said state, and to be hereafter selected and located by and under the act of congress entitled “An act to appropriate the proceeds of the sales of the public lands, and grant pre-emption rights,” approved September fourth, one thousand eight hundred and forty-one. [1949 AJR-64; 1951 AJR-7]

Enabling act accepted. SECTION 2. [Original form] The propositions contained in the act of congress are hereby accepted, ratified and confirmed, and shall remain irrevocable without the consent of the United States; and it is hereby ordained that this state shall never interfere with the primary disposal of the soil within the same by the United States, nor with any regulations congress may find necessary for securing the title in such soil to bona fide purchasers thereof; and no tax shall be imposed on land the property of the United States; and in no case shall

nonresident proprietors be taxed higher than residents. Provided, that nothing in this constitution, or in the act of congress aforesaid, shall in any manner prejudice or affect the right of the state of Wisconsin to five hundred thousand acres of land granted to said state, and to be hereafter selected and located by and under the act of congress entitled “An act to appropriate the proceeds of the sales of the public lands, and grant pre-emption rights,” approved September fourth, one thousand eight hundred and forty-one.

ARTICLE III.
SUFFRAGE

Electors. SECTION 1. [As amended November 2024] (1) In this section:

(a) “Local office” means any elective office other than a state or national office.

10 Article III, Section 1m WISCONSIN CONSTITUTION

(b) “National office” means the offices of president and vice president of the United States, U.S. senator, and representative in congress.

(c) “Referendum” means an election at which an advisory, validating, or ratifying question is submitted to the electorate.

(d) “State office” means the offices of governor, lieutenant governor, secretary of state, state treasurer, attorney general, state superintendent of public instruction, justice of the supreme court, court of appeals judge, circuit court judge, state senator, state representative to the assembly, and district attorney.

(2) Only a United States citizen age 18 or older who is a resident of an election district in this state is a qualified elector of that district who may vote in an election for national, state, or local office or at a statewide or local referendum. [2021 SJR-32; 2023 SJR-71]

Electors. SECTION 1. [As created April 1986] Every United States citizen age 18 or older who is a resident of an election district in this state is a qualified elector of that district. [1983 AJR-33; 1985 AJR-3]

Photographic identification. SECTION 1m. [As created April 2025] (1) No qualified elector may cast a ballot in any election unless the elector presents valid photographic identification that verifies the elector’s identity and that is issued by this state, the federal government, a federally recognized American Indian tribe or band in this state, or a college or university in this state. The legislature shall by law establish acceptable forms of photographic identification, and the legislature may by law establish exceptions to the requirement under this subsection.

(2) A qualified elector who is unable to present valid photographic identification on election day shall be permitted to cast a provisional ballot. A provisional ballot may not be counted unless the elector presents valid photographic identification at a later time and place as provided by the legislature by law. [2023 SJR-73; 2025 SJR-2]

Implementation. SECTION 2. [As created April 1986] Laws may be enacted:

- (1) Defining residency.
- (2) Providing for registration of electors.
- (3) Providing for absentee voting.
- (4) Excluding from the right of suffrage persons:
 - (a) Convicted of a felony, unless restored to civil rights.

(b) Adjudged by a court to be incompetent or partially incompetent, unless the judgment specifies that the person is capable of understanding the objective of the elective process or the judgment is set aside.

(5) Subject to ratification by the people at a general election, extending the right of suffrage to additional classes. [1983 AJR-33; 1985 AJR-3]

Secret ballot. SECTION 3. [As created April 1986] All votes shall be by secret ballot. [1983 AJR-33; 1985 AJR-3]

Revision of Article III. The original 6 sections of Article III of the constitution were repealed in April 1986 when the wording of the article was reorganized into the 3 new sections shown above.

Electors. SECTION 1. [As amended November 1934] Every person, of the age of twenty-one years or upwards, belonging to either of the following classes, who shall have resided in the state for one year next preceding any election, and in the election district where he offers to vote such time as may be prescribed by the legislature, not exceeding thirty days, shall be deemed a qualified elector at such election: (1) Citizens of the United States.

(2) Persons of Indian blood, who have once been declared by law of congress to be citizens of the United States, any subsequent law of congress to the contrary notwithstanding.

(3) The legislature may at any time extend, by law, the right of suffrage to persons not herein enumerated; but no such law shall be in force until the same shall have been submitted to a vote of the people at a general election, and approved by a majority of all the votes cast on that question at such election; and provided further, that the legislature may provide for the registration of electors, and prescribe

proper rules and regulations therefor. [1931 AJR-52; 1933 SJR-74]

Termination of voting by resident aliens. [Subdivision 2 (of the text adopted in 1882), as amended November 1908] 2. Persons of foreign birth who, prior to the first day of December, A.D. 1908, shall have declared their intentions to become citizens conformable to the laws of the United States on the subject of naturalization, provided that the rights hereby granted to such persons shall cease on the first day of December, A.D. 1912. [1905 AJR-16; 1907 AJR-47; 1907 c. 661]

Qualifications of electors. SECTION 1. [As amended November 1882] Every male person of the age of twenty-one years or upwards, belonging to either of the following classes, who shall have resided in the state for one year next preceding any election, and in the election district where he offers to vote such time as may be prescribed by the legislature not exceeding thirty days shall be deemed a qualified elector at such election. 1. Citizens of the United States. 2. Persons of foreign birth who shall have declared their intention to become citizens, conformably to the laws of the United States on the subject of naturalization. 3. Persons of Indian blood who have once been

WISCONSIN CONSTITUTION

Article III, Section 7 **11**

declared by law of congress to be citizens of the United States, any subsequent law of congress to the contrary notwithstanding. 4. Civilized persons of Indian descent not members of any tribe; provided that the legislature may at any time extend, by law, the right of suffrage to persons not herein enumerated, but no such law shall be in force until the same shall have been submitted to a vote of the people at a general election, and approved by a majority of all the votes cast at such election; and provided further, that in incorporated cities and villages, the legislature may provide for the registration of electors and prescribe proper rules and regulations therefor. [1881 AJR-26; 1882 SJR-18; 1882 c. 272]

Equal suffrage to colored persons. In *Gillespie v. Palmer*, 20 Wis. (1866) 544, the Wisconsin Supreme Court ruled that Chapter 137, Laws of 1849, extending *equal suffrage to colored persons*, was approved by the voters on November 6, 1849.

Qualifications of electors. SECTION 1. [Original form] Every male person of the age of twenty-one years or upwards belonging to either of the following classes, who shall have resided in the state for one year next preceding any election, shall be deemed a qualified elector at such election:

[First.] White citizens of the United States.

SECTION 4. [Repealed. 1983 JR-30; 1985 JR-14; vote April 1986]

Residence saved. SECTION 4. [Original form] No person shall be deemed to have lost his residence in this

[Second.] White persons of foreign birth who shall have declared their intention to become citizens, conformably to the laws of the United States on the subject of naturalization.

[Third.] Persons of Indian blood who have once been declared by law of congress to be citizens of the United States, any subsequent law of congress to the contrary notwithstanding.

[Fourth.] Civilized persons of Indian descent, not members of any tribe. Provided, that the legislature may at any time extend, by law, the right of suffrage to persons not herein enumerated, but no such law shall be in force until the same shall have been submitted to a vote of the people at a general election, and approved by a majority of all the votes cast at such election.

Who not electors. SECTION 2. [Original form] No person under guardianship, non compos mentis or insane shall be qualified to vote at any election; nor shall any person convicted of treason or felony be qualified to vote at any election unless restored to civil rights.

Votes to be by ballot. SECTION 3. [Original form] All votes shall be given by ballot except for such township officers as may by law be directed or allowed to be otherwise chosen.

state by reason of his absence on business of the United States or of this state.

SECTION 5. [Repealed. 1983 JR-30; 1985 JR-14; vote April 1986]

Military stationing does not confer residence. SECTION 5. [Original form] No soldier, seaman or marine in the army or navy of the United States shall be deemed

a resident of this state in consequence of being stationed within the same.

SECTION 6. [Repealed. 1983 JR-30; 1985 JR-14; vote April 1986]

Exclusion from suffrage. SECTION 6. [Original form] Laws may be passed excluding from the right of suffrage all persons who have been or may be convicted of bribery or larceny, or of any infamous crime, and depriving every

person who shall make or become directly or indirectly interested in any bet or wager depending upon the result of any election from the right to vote at such election.

Private donations and grants; designated election officials. SECTION 7. [As created April 2024] (1) No state agency or officer or employee in state government and no political subdivision of the state or officer or employee of a political subdivision may apply for, accept, expend, or use any moneys or equipment in connection with the conduct of any primary, election, or referendum if the moneys or equipment are donated or granted by an individual or nongovernmental entity.

(2) No individual other than an election official designated by law may perform any task in the conduct of any primary, election, or referendum. [2021 SJR-101; 2023 SJR-78]

ARTICLE IV. LEGISLATIVE

Legislative power. SECTION 1. The legislative power shall be vested in a senate and assembly.

Legislature, how constituted. SECTION 2. The number of the members of the assembly shall never be less than fifty-four nor more than one hundred. The senate shall consist of a number not more than one-third nor less than one-fourth of the number of the members of the assembly.

Apportionment. SECTION 3. [As amended November 1982] At its first session after each enumeration made by the authority of the United States, the legislature shall apportion and district anew the members of the senate and assembly, according to the number of inhabitants. [1979 AJR-76; 1981 AJR-35; submit: May '82 Spec.Sess. AJR-1]

Apportionment. SECTION 3. [As amended November 1962] At their first session after each enumeration made by the authority of the United States, the legislature shall apportion and district anew the members of the senate and assembly, according to the number of inhabitants, excluding soldiers, and officers of the United States army and navy. [1959 SJR-12; 1961 SJR-11]

Senate district area factor. SECTIONS 3, 4 AND 5. [Approved by voters April 1953] An amendment to Art. IV, secs. 3, 4, 5, relating to senate apportionment based on area and population, was approved by 1951 SJR-50 and 1953

AJR-7. However, the Supreme Court held the amendment not validly submitted to the voters in *State ex rel. Thomson v. Zimmerman*, 264 W. 644, 60 NW (2d) 416.

Apportionment. SECTION 3. [As amended November 1910] At their first session after each enumeration made by the authority of the United States, the legislature shall apportion and district anew the members of the senate and assembly, according to the number of inhabitants, excluding Indians not taxed, soldiers, and officers of the United States army and navy. [1907 SJR-18; 1909 SJR-35; 1909 c. 478]

EXHIBIT T**Wisconsin Legislative Reference Bureau
The Wisconsin Constitution
Last amended at the April 2025 election**

Source URL:

<https://legis.wisconsin.gov/lrb/media/cvuh0vci/wisconsin-constitution2025-2.pdf>

Accessed and downloaded by Plaintiff:
September 15, 2026

Selected source pages included:

- Original PDF page 52:
Table reporting April 1986 ratification of the
Article III §§ 1–6 revision.

Article	Section	Subject	Election result	Vote totals	Date	Proposed amendment
VII	2	Unified court system [also affected I 21; IV 17, 26; VII 3–11, 14, 16–23; XIV 16(1)–(4)]	ratified	490,437–215,939	Apr. 1977	1977 JR 7
VII	5	Court of appeals created [also affected I 21(1); VII 2, 3(3); XIV 16(5)]	ratified	455,350–229,316	Apr. 1977	1977 JR 7
VII	11, 13	Court system disciplinary proceedings	ratified	565,087–151,418	Apr. 1977	1977 JR 7
VII	24	Retirement age for justices and judges set by law	ratified	506,207–244,170	Apr. 1977	1977 JR 7
IV	23	Town government uniformity	rejected	179,011–383,395	Apr. 1978	1977 JR 18
V	7, 8	Gubernatorial succession	ratified	538,959–187,440	Apr. 1979	1979 JR 3
XIII	10	Lieutenant governor vacancy	ratified	540,186–181,497	Apr. 1979	1979 JR 3
IV	9	Senate presiding officer	ratified	372,734–327,008	Apr. 1979	1979 JR 3
V	1	4-year constitutional officer terms (improved wording) [also affected V 1m, 1n; VI 1, 1m, 1n, 1p]	ratified	533,620–164,768	Apr. 1979	1979 JR 3
I	8	Right to bail ⁶	ratified	503,092–185,405 ⁶	Apr. 1981	1981 JR 8
XI	1, 4	Obsolete corporation and banking provisions	ratified	418,997–186,898	Apr. 1981	1981 JR 9
XI	3	Indebtedness period for sewage collection or treatment systems	ratified	386,792–250,866	Apr. 1981	1981 JR 7
XIII	12	Primaries in recall elections	ratified	366,635–259,820	Apr. 1981	1981 JR 6
VI	4	Counties responsible for acts of sheriff	ratified	316,156–219,752	Apr. 1982	1981 JR 15
I	1, 18	Gender-neutral wording [also affected X 1, 2]	ratified	771,267–479,053	Nov. 1982	1981 JR 29
IV	3	Military personnel treatment in redistricting	ratified	834,188–321,331	Nov. 1982	1981 JR 29
IV	4, 5	Obsolete 1881 amendment reference	ratified	919,349–238,884	Nov. 1982	1981 JR 29
IV	30	Elections by legislature	ratified	977,438–193,679	Nov. 1982	1981 JR 29
X	1	Obsolete reference to election and term of superintendent of public instruction	ratified	934,236–215,961	Nov. 1982	1981 JR 29
X	2	Obsolete reference to military draft exemption purchase; school fund	ratified	887,488–295,693	Nov. 1982	1981 JR 29
XIV	3	Obsolete transition from territory to statehood [also affected XIV 4–12; XIV 14, 15]	ratified	926,875–223,213	Nov. 1982	1981 JR 29
XIV	16(1)	Obsolete transitional provisions of 1977 court reorganization [also affected XIV 16(2), (3), (5)]	ratified	882,091–237,698	Nov. 1982	1981 JR 29
XIV	16(4)	Terms on supreme court effective date provision	ratified	960,540–190,366	Nov. 1982	1981 JR 29
I	1	Rewording to parallel Declaration of Independence	ratified	419,699–65,418	Apr. 1986	1985 JR 21
III	1–6	Revision of suffrage defined by general law	ratified	401,911–83,183	Apr. 1986	1985 JR 14
XIII	1	Modernizing constitutional text	ratified	404,273–82,512	Apr. 1986	1985 JR 14
XIII	5	Obsolete suffrage right on Indian land	ratified	381,339–102,090	Apr. 1986	1985 JR 14
IV	24(5)	Permitting pari-mutuel on-track betting	ratified	580,089–529,729	Apr. 1987	1987 JR 3
IV	24(6)	Authorizing the creation of a state lottery	ratified	739,181–391,942	Apr. 1987	1987 JR 4
VIII	1	Authorizing income tax credits or refunds for property or sales taxes	rejected	405,765–406,863	Apr. 1989	1989 JR 2
V	10	Redefining the partial veto power of the governor	ratified	387,068–252,481	Apr. 1990	1989 JR 39
VIII	10	Providing housing for persons of low or moderate income	rejected	295,823–402,971	Apr. 1991	1991 JR 2
VIII	7(2)(a)1	Railways and other railroad facilities [also created VIII 10]	ratified	650,592–457,690	Apr. 1992	1991 JR 9
IV	26	Legislative and judiciary compensation, effective date	ratified	736,832–348,645	Apr. 1992	1991 JR 13
VIII	1	Residential property tax reduction	rejected	675,876–1,536,975	Nov. 1992	1991 JR 14
I	9m	Crime victims	ratified	861,405–163,087	Apr. 1993	1993 JR 2
IV	24	Gambling, limiting “lottery”; divorce under general law [also affected IV 31, 32]	ratified	623,987–435,180	Apr. 1993	1993 JR 3

EXHIBIT U

Excerpts from Criminal Complaint, State v. Harry E. Wait, Racine County Case No. 2022CF001223, Document 2, Filed September 1, 2022 (original pages 1 and 3 of 17).

FILED

09-01-2022

Clerk of Circuit Court

Racine County

2022CF001223

Honorable Robert S.

Repischak

Branch 9

STATE OF WISCONSIN

CIRCUIT COURT

RACINE COUNTY

STATE OF WISCONSIN,

Plaintiff,

v.

Case No. 22CF _____

HARRY E. WAIT

4353 Shianne Street

Union Grove, WI 53182

Dob: 05/22/1954

Sex/Race: M/W

Eye: _____ Hair: _____,

Defendant.

CRIMINAL COMPLAINT

I, Special Agent Andrew Schoeneck, Wisconsin Department of Justice – Division of Criminal Investigation, being first duly sworn on oath, state the following upon my information and belief:

COUNT 1: UNAUTHORIZED USE OF AN INDIVIDUAL'S PERSONAL IDENTIFYING INFORMATION

On or about July 26, 2022, in the town of Union Grove, Racine County, Wisconsin, the defendant did, for the purpose of obtaining a thing of value or benefit, intentionally use the personal identifying information of INDIVIDUAL 1 without the authorization of INDIVIDUAL 1 and by representing that he was INDIVIDUAL 1 or acting with the authorization of INDIVIDUAL 1, in violation of Wis. Stat. § 943.201(2)(a).

Upon conviction of this offense, a Class H Felony, the defendant may be fined not more than \$10,000 or imprisoned not more than 6 years, or both.

Upon conviction of this offense, a misdemeanor, the defendant may be fined not more than \$1,000 or imprisoned not more than 6 months, or both.

FACTUAL BASIS:

I am a sworn law enforcement officer employed as a Special Agent with the Wisconsin Department of Justice – Division of Criminal Investigation (DCI). I make this complaint upon my information and belief based upon my own investigation, my training and experience, and information provided to me by other law enforcement officers and citizen witnesses, as follows:

On Thursday, July 28, 2022, the Wisconsin Elections Commission (WEC) notified DCI that a “Freedom Fighters of Wisconsin” Facebook post contained a message of a claim of someone requesting absentee ballots in other people’s names. I reviewed screenshots of the post, which had a signature line claiming to be from “Harry Wait” with a provided address of “4353 Shianne Street, Union Grove, Racine County Wisconsin” and phone number “262-770-9796.” In the post, Wait admitted that he had requested absentee ballots for Individual 1 and Individual 2 on the MyVote.wi.gov website to be sent to his address. In this same post, Wait also admitted to requesting additional absentee ballots for others, claiming to have done so with their permission, and also have them sent to his address. Wait further stated that he stood “ready to be charged” for his actions.

I obtained information and records from the WEC. These records, which included “audit history” logs and web server logs, were provided to me by the WEC Elections Security Lead. I learned that WEC discovered eight possibly fraudulent absentee ballot requests made through the MyVote Wisconsin system, as grouped by contemporaneous requests and/or multiple requests for the same identified individual. After reviewing webserver Internet Information Services (ISS) logs, I observed that User-Agent strings were included in the records. I know that User-Agent strings

EXHIBIT V

Excerpts from DCI Initiating Case Report No. 22-5464,

Filed August 4, 2022 Page 1 of 3

State v. Harry E. Wait

Racine County Case No. 2022CF001223

*Wisconsin Division of Criminal Investigation***Initiating Case Report 22-5464**

Report Date: 08/04/2022

Primary Information

Description: **Absentee Ballot Fraud - Harry Wait**

Occurrence From: **07/28/2022 00:00**

Occurrence To: **08/04/2022 00:00**

Reporting LEO: **Schoeneck, Andrew M (Wisconsin Statewide Intelligence Center DCI / Wisconsin Division of Criminal Investigation)**

Report Status: **Approved**

Report Status Date: **08/25/2022**

Approved By: **Ogren, Marshall E (Wisconsin Division of Criminal Investigation)**

Synopsis

On Thursday, July 28, 2022, Wisconsin Department of Justice - Division of Criminal Investigation (DCI) Special Agent in Charge (SAC) Marshall Ogren received information from the Wisconsin Elections Commission (WEC) that a Freedom Fighters of Wisconsin Facebook post apparently contained a message from Harry Wait, with provided address of 4353 Shianne Street, Union Grove, in Racine County Wisconsin and phone number 262-770-9796, admitting that Wait had requested absentee ballots for Cory Mason and Robin Vos on the MyVote.wi.gov website to be sent to his address (see attachment). Wait also admitted to requesting additional absentee ballots for others, claiming to have done so with their permission, and also have them sent to his address. Wait further stated that he stood "ready to be charged" for his actions. SAC Ogren requested that DCI Special Agent (SA) Andrew Schoeneck conduct initial follow-up in anticipation of an investigation.

Address #1 - Case Request Location #1 - Dane County**Primary Information**

Address: **Dane County, Wisconsin United States of America**

Address #2 - Case Request Location #2 - Racine County**Primary Information**

Address: **Racine County, Wisconsin United States of America**

Address #3 - Suspect Residence #1 - 4353 Shianne St**Primary Information**

Address: **4353 Shianne St, UNION GROVE, Wisconsin 53182 United States of America**

Subject #1 - Suspect #1 - Wait, Harry E**Primary Information**

Subject Name: **Wait, Harry E**

Record Type: **Person**

Bio: **68 yr. old, White, Male**

Birth Date: **05/22/1954**

Juvenile: **No**

Addresses

Relationship	Address
Home Address	4353 Shianne St, UNION GROVE, Wisconsin 53182 United States of America

EXHIBIT W

WEC Administrator Meagan Wolfe's July 28, 2022 Email Chain

Administrator Wolfe, Division of Criminal Investigation Agent, and FBI Agent Participated

Exhibit W

From: Ogren, Marshall E. <ogrenme@doj.state.wi.us>

Sent: Thursday, July 28, 2022 8:35 AM

To: Wolfe, Meagan - ELECTIONS <Meagan.Wolfe@wisconsin.gov>; Person, Mark D. (MW) (FBI) <mdperson@fbi.gov>; Kehoe, Robert Y - ELECTIONS <robert.kehoe@wisconsin.gov>

Subject: Re: Freedom Fighters of Central Wisconsin FB Post

CAUTION: This email originated from outside the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks, Meagan and Rob! Mark and I will discuss this morning and I'll run this up the chain. Does Tony have access to the back end of my vote? Are you all able to verify this guy's claims or would you need a subpoena from LE? I'm thinking IP addresses, etc. Thanks!

Mark, I'll touch base with you this morning.

-Marshall

From: Wolfe, Meagan - ELECTIONS <Meagan.Wolfe@wisconsin.gov>

Sent: Thursday, July 28, 2022 8:14:04 AM

To: Ogren, Marshall E. <ogrenme@doj.state.wi.us>; Person, Mark D. (MW) (FBI) <mdperson@fbi.gov>

Subject: FW: Freedom Fighters of Central Wisconsin FB Post

EXTERNAL EMAIL: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Witecha, James - ELECTIONS <james.witecha@wisconsin.gov>

Sent: Thursday, July 28, 2022 7:15 AM

To: EL DL Administration <ELECDLAdministration@wisconsin.gov>

Subject: Freedom Fighters of Central Wisconsin FB Post

**Freedom Fighters Of Central Wisconsin**

9 hrs · 🌐

!! !! !! !! Here it is patriots!! Share this all across the nation! !! !!
!! !! !! To, Mike, Patricia, Chris, Janel, Tim and others

Significant vulnerabilities at Request An Absentee Ballot (wi.gov) have been identified where anyone with a smartphone or computer can order an absentee ballot online in someone's else's name and have that absentee ballot sent to an address other than the registered voter. All you need is the date of birth.

Further, the I.D. of anyone requesting these absentee ballots is not requested or required.

Yesterday evening to prove how easily absentee ballots can be nefariously ordered, I went online and successfully ordered absentee ballots in Cory Mason and Robin Vos's name to be shipped to my address. I selected these two high profile public figures because they are scofflaws, have no respect for law and are among the most disingenuous and notorious fraudsters within our state. Both in their own way have contributed to the demise of the public's lack of confidence in our elections.

I will of course return their absentee ballots should they arrive.

To further support and verify our findings, I obtained permission to order absentee ballots from numerous individuals from around the state and successfully ordered their absentee ballots to be shipped to my address without their assistance. These efforts verified that a very large-scale absentee ballot harvesting scheme with nefarious intentions is easily accomplished due to a lack of a secure website along with the maladministration and malfeasance of WEC officials.

Recognising the destruction of our republic is imminent with continued voter fraud, the need of an informed public is paramount. We will be providing the public with these recent findings immediately.

I stand ready to be charged for exposing these voting vulnerabilities when I ordered Mason's and Vos's absentee ballot online, all without providing a photo I.D. or identifying myself.

We are still a republic where we elect our servant / leaders. Servant leaders govern with our consent and the public's consent is currently weaning to a possible point of no return.

As a citizen, I am disgusted and appalled with the continued systematic failures of WEC to secure our elections.

As citizens and elected officials, I urge all of you to act upon this information immediately, take actions to nullify the current early voting ballots, secure our elections and be a force to quash all voter fraud within our state.

Respectfully,

Harry Wait
4353 Shianne St.
Union Grove, Wi. 53182
262-770-9796

Please note my email address has changed

EXHIBIT X**Deputy Administrator Robert Kehoe's July 28, 2022 Email Chain**

Kehoe summarized ballot-request information and stated that raw data was attached.

From: [Ogren, Marshall E.](#)
To: [Kehoe, Robert Y - ELECTIONS](#); [Wolfe, Meagan - ELECTIONS](#); [Person, Mark D. \(MW\) \(FBI\)](#)
Cc: [Schoeneck, Andrew M.](#)
Subject: Re: Freedom Fighters of Central Wisconsin FB Post
Date: Thursday, July 28, 2022 10:20:05 AM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)

Thanks, Rob! WSIC DCI is going to lead this initially and I'll have Special Agent Drew Schoeneck (cc'd) work on it. We'll talk soon.

-Marshall

From: Kehoe, Robert Y - ELECTIONS <robert.kehoe@wisconsin.gov>
Sent: Thursday, July 28, 2022 9:57:04 AM
To: Ogren, Marshall E. <ogrenme@doj.state.wi.us>; Wolfe, Meagan - ELECTIONS <Meagan.Wolfe@wisconsin.gov>; Person, Mark D. (MW) (FBI) <mdperson@fbi.gov>
Subject: RE: Freedom Fighters of Central Wisconsin FB Post

EXTERNAL EMAIL: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We may be able to pull IP addresses. Working on it.

Meanwhile, it appears that Mr. Harry Wait of Union Grove may have submitted thirteen separate ballot requests for different people last night. The attached spreadsheet lists requests – all made around the same time - to send ballots to his home at 4353 Shianne street, Union Grove, WI.

Robert Kehoe
Deputy Administrator
Wisconsin Elections Commission
201 West Washington Ave.
Madison, WI 53704
(608) 261-2019



From: Ogren, Marshall E. <ogrenme@doj.state.wi.us>

Sent: Thursday, July 28, 2022 9:49 AM

To: Kehoe, Robert Y - ELECTIONS <robert.kehoe@wisconsin.gov>; Wolfe, Meagan - ELECTIONS <Meagan.Wolfe@wisconsin.gov>; Person, Mark D. (MW) (FBI) <mdperson@fbi.gov>

Subject: Re: Freedom Fighters of Central Wisconsin FB Post

CAUTION: This email originated from outside the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks, Rob! I'm on my phone so I might have missed it...does the system capture IP addresses and/or user agent strings by any chance?

-Marshall

From: Kehoe, Robert Y - ELECTIONS <robert.kehoe@wisconsin.gov>

Sent: Thursday, July 28, 2022 9:31:37 AM

To: Ogren, Marshall E. <ogrenme@doj.state.wi.us>; Wolfe, Meagan - ELECTIONS <Meagan.Wolfe@wisconsin.gov>; Person, Mark D. (MW) (FBI) <mdperson@fbi.gov>

Subject: RE: Freedom Fighters of Central Wisconsin FB Post

EXTERNAL EMAIL: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

There's a lot of data to be shared but here's the bottom line.

1. Overnight someone requested a ballot for Robin Vos and asked that it be mailed to "Novinarska 1254, Ostrava 70900, Czech Republic."
2. Yesterday evening someone requested a ballot for Cory Mason and asked that it be mailed to "4353 Shianne Street , Union Grove, WI 53182."

Raw data attached. Looks like the clerk already deactivated the Vos request.

Robert Kehoe
Deputy Administrator
Wisconsin Elections Commission
201 West Washington Ave.
Madison, WI 53704
(608) 261-2019

EXHIBIT Y

PredictIt's Terms and Conditions

Terms and Conditions

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 13.

The PredictIt Research platform and website ("PredictIt" or the "Website"), includes all of the information, content, features and code contained within it. It is a project of the Prediction Market Research Consortium ("PMRC"), a body of outside academic advisors.

Please read these terms of use carefully before using the Service. By using or otherwise accessing the Services, or clicking to accept or agree to these Terms of Use (the "Terms") where that option is made available, you (1) accept and agree to these Terms and our additional posted policies and (2) consent to the collection, use, disclosure and other handling of information as described in our [Privacy Policy \(https://www.predictit.org/privacy-policy\)](https://www.predictit.org/privacy-policy). If you do not agree to all the terms of use, then you may not access or use the Content or Services. PredictIt may issue additional terms, rules and conditions of participation in our platform. You agree to be subject to them if you participate on our platform. Participation is limited to individuals 18 years of age or older who are [U.S. Persons \(https://www.irs.gov/individuals/international-taxpayers/classification-of-taxpayers-for-us-tax-purposes\)](https://www.irs.gov/individuals/international-taxpayers/classification-of-taxpayers-for-us-tax-purposes).

1. Research and Educational Facility

PredictIt is intended and offered as an experimental research and educational facility of PMRC ("Provider" or "We"), not as an investment market or a gambling facility. PredictIt is not regulated by, nor are its operators registered with, the U.S. Commodity Futures Trading Commission (CFTC) or any other regulatory authority.

Provider has received a no-action-letter from the Division of Market Oversight of the Commodity Futures Trading Commission. Without explicitly asserting jurisdiction over Provider or any of its submarkets, this letter extended no-action relief to Provider's Political Markets. The letters are available at the CFTC website as part of their Freedom of Information Act documents. Pursuant to this letter, there is a limit on investment by any single participant in any particular contract of \$3,500.

- i. PredictIt is offered by PMRC, a body of highly regarded academics in the field of economics and statistics.
- ii. No political party or other organization referred to on the Website in connection with any Market has (or has had) any role in the promotion or operation of this Website or any Market.
- iii. Nothing on this Website constitutes an offer or invitation to trade with any person who is under 18 years of age.

2. Terms of Use

i. These Terms of Use set out the basis on which PredictIt offers you access to, and use of, the "PredictIt" website and trading facility whose homepage is located at [www.PredictIt.org \(http://www.predictit.org/\)](http://www.predictit.org/) (the "Website"). By accessing or connecting to the Website, you agree to abide by these Terms of Use.

ii. We can change these Terms of Use at any time and in any way we consider appropriate. Our changes will take effect as soon as we publish an updated version of these Terms of Use on the Website. It is up to you to ensure that you are familiar with the latest version of these Terms of Use.

iii. In these Terms of Use, words and phrases with capital initial letters have the particular meanings set out in clause 16.

iv. Aristotle International, Inc. ("Aristotle" or "Clearing House") shall also provide certain services to PredictIt, as further set forth in our Privacy Policy. Aristotle shall provide age and identity verification and trade clearing and processing services. The obligations of PredictIt and Aristotle under these Terms of Use are several (and not joint, or joint and several). Acceptance of your application for a User Account (see below) will constitute the establishment of an agreement between you, the Provider and the Clearing House under which you are allowed to use the Website (subject to these Terms of Use) and you agree to be bound by these Terms of Use and the Rules of any Market on which you trade.

3. Website

i. The Website supports the operation of a "predictions market", a facility for buying and trading futures contracts linked to political or financial events or circumstances. More detail is available in the "How to Trade on PredictIt" section of the Website (under 'Support').

ii. The Website is intended principally as a tool for education, research and policy analysis; it is not offered or intended as a commercial trading facility, a gambling platform, or an investment tool. If you intend to use the Website for a particular purpose, or to achieve a particular result, it is up to you to satisfy yourself that the Website will meet your needs.

iii. We cannot (and do not) warrant that the Website will be fault free or available without interruption. Where faults and interruptions do occur, they may interfere with your ability to use the Website, and you acknowledge that your rights to use and take the benefit of the Website in accordance with these Terms of Use are all subject to the availability, functionality and performance of the Website. To the fullest extent allowed by law we exclude all representations and warranties on these matters.

iv. The Website is not a stock exchange, and there are no controls on market manipulation or trading on the basis of "inside information". You confirm that you fully understand the risks that this entails, or, if you do not understand these risks, you agree to obtain appropriate independent advice before using the Website.

4. Safety, security and impermissible conduct

i. You agree that you will not (directly or indirectly):

a. use the Website (including the comments sections), PredictIt's twitter page, or PredictIt's Facebook page to make false or defamatory statements about, or to threaten, harass, abuse or invade the privacy of, any Users or PredictIt staff; or to otherwise send or disseminate offensive, obscene or objectionable material;

b. use the Website (including the comments sections), PredictIt's twitter page, PredictIt's Facebook page, or other PredictIt social media platforms, to advertise goods, services or websites without our permission, enter into, arrange or discuss outside or private wagers or transactions, or send or disseminate "spam", "junk mail", "chain letters" or any kind of malicious software such as "viruses" or "spyware"; or

c. use the Website (including the comments sections), PredictIt's twitter page, or PredictIt's Facebook page to gather or aggregate personal information about other Users;

d. Use any manual or automated software, devices or other processes to engage in automated trading, to scrape or extract data from the Website, or otherwise to "crawl" or "spider" any portion of the Website;

e. use the Website (including the comments sections) or any data or content contained in it for any commercial purpose, or any use other than its intended use as a way to participate in the Services offered;

f. post any communication that you falsely attribute to having come from PredictIt.

5. Opening a User Account

i. To use certain parts of the Website, you will need to have a User Account. Clauses 6 to 9 (inclusive) of these Terms of Use apply only while you have a User Account.

ii. To open a User Account you will need to complete the online application process set out on the Website, ensuring that all the information you provide to us (through the Website or otherwise) is and continues to be complete and accurate. Whether we accept your application for a User Account is entirely up to us. PredictIt does not charge a fee on deposits into your account. You must have a minimum \$10 account balance before you can start trading. Withdrawals are subject to a 30-day holding period after your initial deposit, as well as a 5% processing fee and any additional fees specific to the withdrawal method.

iii. By applying for a User Account, you represent, warrant and undertake to us that you:

a. are 18 years of age or older;

b. do not already have (and will, at no time while you have the User Account for which you are applying, have) a User Account, whether directly or indirectly (including through any company or other legal entity which you directly or indirectly control);

c. have not previously had a User Account that has since been cancelled by us;

d. are (and will at all times be) acting solely for yourself and not on behalf of any other individual, company or other legal entity; and

e. will abide by these Terms of Use, including each set of Rules.

f. may not do anything which would result in you breaching any of these representations, warranties and undertakings.

g. will comply with all laws in the jurisdiction in which you are present;

h. will at all times provide us with truthful and accurate information, including without limitation as to personal, billing and account and profile information that you provide.

i. are not an employee nor a contractor of either Aristotle International Inc. or PredictIt.

iv. You agree that you will keep your password secret and secure at all times, and that you will not (intentionally or otherwise) allow anyone else to use the Website through your User Account. You agree that you (and in no event We) are solely liable for any activity occurring through your User Account.

6. **Funds**

i. In order to trade on the Website, you will need to deposit a minimum of \$10 USD with the Clearing House. You can make deposits by any payment method we support and make available to you. PredictIt reserves the right and sole discretion to limit amounts deposited via any method.

ii. You must not deposit more than the permitted amount with the Clearing House. The permitted amounts for any Market are set forth on the Website. Where you deposit (or attempt to deposit) more than this amount, the Clearing House will be entitled to reject or return your funds.

iii. Where you deposit funds in accordance with the Deposit Instructions, the Clearing House will hold those funds on trust for you as follows:

a. the funds will be held in a Clearing Account;

b. the Clearing Account will also contain funds deposited by other Users, but the Clearing House will maintain a separate ledger for the funds deposited by you (referred to as your "Ledger");

c. funds credited to your Ledger may be debited from your Ledger in accordance with these Terms of Use;

d. the Clearing House will be entitled to any interest accumulated on the funds held in the Clearing Account; this interest will not be held on trust for you or anyone else, and the Clearing House is entitled to pay it over to the Provider;

e. you can request withdrawal of funds from your Ledger, and the Clearing House will remit the amount requested as soon as practicable. Notwithstanding the foregoing, before releasing funds, PredictIt has the right to require additional personal identification and/or financial information to verify your identity, age, location or other details for compliance or payment processing purposes, and we may delay or refuse withdrawal where we have been apprised of fraudulent deposits or payment methods, or otherwise have suspicion of possible fraud. PredictIt reserves the right and sole discretion to limit the amounts and or frequencies of any and all withdrawals.

f. where you withdraw funds, the Clearing House will be entitled to deduct a portion of the funds withdrawn and pay them to the Provider as a fee in accordance with clause 8 below;

g. the Clearing House can debit funds from your Ledger to correct manifest errors, such as mistaken payments;

h. the funds will cease to be held on trust for you if they are debited from your Ledger in accordance with these Terms of Use or you withdraw them in accordance with paragraph (e) above; –

i. you can withdraw your request if it has not been executed. However, once an offer is matched you cannot undo it because it has resulted in a real-money trade. All trades in our real-money markets are final;

j. you are not able to withdraw your funds until 30 days after the deposit date of such funds.

k. Inactive Accounts: If: a) there has been no log in recorded on your PredictIt account ("Account") for 12 consecutive months or more ("No Account Activity"); and b) there is a positive cash balance in your Account, then PredictIt will begin charging you a fee of \$2.00 per calendar month ("Inactive Account Fee") beginning after the 12-month period of inactivity. The Inactive Account Fee will be withdrawn monthly to the extent that a positive cash balance remains in your Account and only for the period during which there remains no Account Activity after the initial 12-month period has passed. If the Inactive Account Fee is due to be withdrawn from your Account and the balance of your Account is less than \$2.00 US (or equivalent currency), the Inactive Account Fee shall comprise the remaining funds in your Account.

iv. You may not trade on the Website with funds credited to your Ledger that are not from one of the following sources:

a. a payment made to the Clearing House by you for your own benefit; or

b. trading activities on the Website.

v. If the Clearing House becomes aware that a payment other than a payment of a kind referred to above has been credited to your Ledger, the Clearing House will refund it as soon as practicable.

vi. You agree that you are a U.S. Person (<https://www.irs.gov/individuals/international-taxpayers/classification-of-taxpayers-for-us-tax-purposes>) (a U.S. Citizen living anywhere in the world or a Resident Alien). When you have made more profit than the U.S. limit for reporting income, you must provide your valid Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN). Failure to adhere to this and other site rules and regulations may result in your account being frozen for future investments and withdrawals, or other actions that may include forfeiture of your funds.

vii. Special provisions related to Bank Transfer Payments

PredictIt has partnered with financial services software company Aeropay to offer you ACH payments. When you create a PredictIt Account and connect a bank to complete ACH payments, you will be creating an Aeropay account. You authorize PredictIt to share your identifying information with Aeropay to open and support your PredictIt Account. You must comply also with Aeropay's [Terms of Service](https://nam10.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.aeropay.com%2Flegal%2Fterms-of-service---end-user&data=05%7C02%7CJordan.Ryskamp%40aristotle.com%7C14c99e573ba040a9d5fd08def88edaa5%7C1601d5f69bde479bbe8277e98124c2dc%7C0%7C0%7C639221489588177220%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMlslkF0ljojTWFnZC9ldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=1W01y9vVCaxWLEUZ3A%2Bo0uOCQ1UxPpPJID%2F80gTXsuc%3D&reserved=0) (<https://nam10.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.aeropay.com%2Flegal%2Fterms-of-service---end-user&data=05%7C02%7CJordan.Ryskamp%40aristotle.com%7C14c99e573ba040a9d5fd08def88edaa5%7C1601d5f69bde479bbe8277e98124c2dc%7C0%7C0%7C639221489588177220%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMlslkF0ljojTWFnZC9ldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=1W01y9vVCaxWLEUZ3A%2Bo0uOCQ1UxPpPJID%2F80gTXsuc%3D&reserved=0>) when creating or using your PredictIt Account. The Aeropay [Terms of Service](https://nam10.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.aeropay.com%2Flegal%2Fterms-of-service---end-user&data=05%7C02%7CJordan.Ryskamp%40aristotle.com%7C14c99e573ba040a9d5fd08def88edaa5%7C1601d5f69bde479bbe8277e98124c2dc%7C0%7C0%7C639221489588177220%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMlslkF0ljojTWFnZC9ldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=1W01y9vVCaxWLEUZ3A%2Bo0uOCQ1UxPpPJID%2F80gTXsuc%3D&reserved=0) (<https://nam10.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.aeropay.com%2Flegal%2Fterms-of-service---end-user&data=05%7C02%7CJordan.Ryskamp%40aristotle.com%7C14c99e573ba040a9d5fd08def88edaa5%7C1601d5f69bde479bbe8277e98124c2dc%7C0%7C0%7C639221489588177220%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMlslkF0ljojTWFnZC9ldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=1W01y9vVCaxWLEUZ3A%2Bo0uOCQ1UxPpPJID%2F80gTXsuc%3D&reserved=0>) may be modified from time to time, and the governing version is incorporated by reference into this Terms of Service. Any term not defined in this section but defined in the Aeropay Terms of Service assumes the meaning as defined in the Aeropay [Terms of Service](https://nam10.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.aeropay.com%2Flegal%2Fterms-of-service---end-user&data=05%7C02%7CJordan.Ryskamp%40aristotle.com%7C14c99e573ba040a9d5fd08def88edaa5%7C1601d5f69bde479bbe8277e98124c2dc%7C0%7C0%7C639221489588177220%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMlslkF0ljojTWFnZC9ldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=1W01y9vVCaxWLEUZ3A%2Bo0uOCQ1UxPpPJID%2F80gTXsuc%3D&reserved=0) (<https://nam10.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.aeropay.com%2Flegal%2Fterms-of-service---end-user&data=05%7C02%7CJordan.Ryskamp%40aristotle.com%7C14c99e573ba040a9d5fd08def88edaa5%7C1601d5f69bde479bbe8277e98124c2dc%7C0%7C0%7C639221489588177220%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMlslkF0ljojTWFnZC9ldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=1W01y9vVCaxWLEUZ3A%2Bo0uOCQ1UxPpPJID%2F80gTXsuc%3D&reserved=0>).

7. **Trading and Settlement**

i. General

More information on the trading process is available in our "How to Trade on PredictIt" section (under 'Support'). This section is provided solely for your convenience, and does not form part of these Terms of Use unless incorporated by reference herein.

a. The Website facilitates the trading of futures contracts tied to the outcome of political and financial events and circumstances ("Factors"). A pool of associated contracts relating to the same Factor/s is called a "Market".

b. Each Contract entitles its holder to the payment of a specified amount ("Payout") if certain specified conditions are met.

c. Unless otherwise stated within a market webpage, you will be able to purchase any number of shares of a Contract up to either the \$3,500 position limit referenced in Section 1 of these Terms and Conditions, or up to the available cash balance in your Account, whichever is lower.

ii. No Off-Website Trading

You agree not to offer, bid for, buy or sell contracts except through the interface provided on the Website for that purpose.

iii. Suspending Trading

We may suspend the trading of any Contract on the Website at any time and for any period. While trading is suspended, the matching process will be paused and you will not be able to enter any offers, but this will not affect your ability to cancel your unmatched offers.

iv. Judging

Trading and settlement in each Market is governed by the particular rules set out on, or linked to, the homepage of that Market ("Rules"), together with these Terms of Use. Where there is any conflict between the two, the Rules will override these Terms of Use. The Provider will:

a. examine the Rules applicable to the contract and judge whether or not the Rules require a Payout and, if so, what the Actual Payout is; and

b. liquidate that contract (and all the others in the same Market) in accordance with clause 7. v .

Provider may resolve a Market whenever, in Provider's judgment, the conditions to decide the outcome have been met. Unless otherwise expressly stated in a Market's Rules, when there is a tie in an outcome, the Market will resolve in favor of the contract with the first numerical or alphabetical name among those so tied. Where contracts are named after individuals, Provider resolves such ties using Last Name, followed by First Name.

If there is any change to an event, or any situation arises, that is not in PredictIt's view addressed adequately by the Market rules, PredictIt will decide the fairest and most appropriate course of action. The Provider's decision under clause 7. iv (including its interpretation of the Rules and its findings of fact in applying them) will be final. By accepting these terms and conditions you waive your right to seek other remedies (to the maximum extent permitted by law).

If you are dissatisfied with a decision made by the Provider, you agree that you will engage with us confidentially and in good faith in an attempt to resolve the issue before seeking any further remedy. Issues about a decision in a given Market will not be addressed until that Market closes.

v. Payout and Liquidation

After the outcome of the Market being judged under clause 7. iv (but subject to the resolution of any dispute over that decision), for each contract in that Market in which you are invested, the Clearing House will credit your Ledger with the Actual Payout (if any required) and the Provider will remove the contract from your Account.

8. Fees

The Provider sets fees according to the structure described in the "How to Trade on PredictIt" section of the Website (under 'Support').

9. Cancelling your account

i. You can cancel your User Account by contacting PredictIt's support service at support@predictit.org. Your cancellation will not take effect unless and until your ledger balance is zero and you have no investments in any contracts in your account (and accordingly no unmatched buy offers or sell offers.).

ii. The Provider is entitled at any time to suspend or prohibit you or any other person from trading on the Website. In addition, we may suspend or cancel your User Account at any time, for any reason (including but not limited to the commencement of arbitration or other formal litigation or dispute process), without any explanation or advance notice.

iii. If we cancel your User Account, you will not be able to log in to your User Account, use any of the features of the Website which require a User Account, or withdraw any funds; and in the following order:

a. we will notify you of the cancellation, by sending an email to the email address in your Account Details;

b. we may cancel any or all of your unmatched buy offers or sell offers, and we may sell on your behalf any or all of the investments in any contracts in your Account at or around the best available price;

c. the Clearing House will pay the remaining funds in your Ledger to you by check;

d. we may delete your User Account, although we may retain any information we reasonably believe is or may be necessary to enable us to meet our current or future legal obligations and/or any policy we have about information retention.

10. Liability

i. Notwithstanding anything else in these Terms of Use, and to the extent permitted by law, neither the Provider nor the Clearing House nor any of their respective shareholders, directors, officers, employees, contractors or advisers (each a "Relevant Person") will be liable for:

a. any loss or damage arising, in whole or in part:

A. as result of you failing to comply with these Terms of Use or any law or right held by a third party; or

B. in connection with a change in services provided by a third party (or a change in the terms on which those services are provided) that affects our ability to operate or maintain the Website; or

C. as a result of our tortious default (including negligence); or

b. any indirect or consequential loss or damage, or any loss of profits or savings or other economic loss (whether realized, unrealized, anticipated or expected), arising in connection with the Website or these Terms of Use; or

c. any amount exceeding your then current Ledger balance.

ii. If you use the Website for business purposes, then you agree that consumer protection laws do not apply to your use of the Website or anything done (or not done) by us or the Clearing House in connection with the Website or these Terms of Use.

iii. No Relevant Person will be liable for any failure to comply with these Terms of Use or any other agreement with you if, and to the extent that, that failure is caused by an act or omission beyond the Relevant Person's reasonable control.

11. Indemnity

Where you breach these Terms of Use or any law or regulation relating to the Website or its use, to the extent that we or the Clearing House suffer or incur any loss, cost, expense or liability as a result ("Loss"), you agree to keep us (and the Clearing House) indemnified and held harmless at all times against that Loss.

12. Intellectual Property

i. You acknowledge that nothing in these Terms of Use confers any intellectual property or other rights upon you in the software, materials and data displayed on or otherwise available through the Website (excluding any materials uploaded by you to the Website).

ii. You can use that software, and those materials and data, as part of the ordinary use of the Website, but you are not entitled to copy, reproduce, reverse compile, adapt, transmit, distribute, sell, sub-license, commercialize or otherwise deal with the software, materials or data (or any part of them), except to the extent of any entitlement you may have at law which cannot be excluded or surrendered by contract.

iii. By uploading any material to the Website, you:

a. represent and warrant to us that you own all the intellectual property rights in that material; and

b. grant us a worldwide, irrevocable, royalty-free, perpetual, transferable right to use, copy, modify, delete (in whole or part), and/or distribute those materials in any form, medium or technology.

iv. PredictIt welcomes your suggestions for markets, contracts, features, or for other improvements of any other aspect of the PredictIt experience. By providing us with the aforementioned suggestions, without an explicit agreement to the contrary, you expressly agree to give up any and all rights that you may have to such suggestions, and you recognize that PredictIt owns the rights to the materials that it provides on the website, application, API, or any other means of accessing materials offered by PredictIt.

13. Binding Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

Initial Dispute Resolution

Our Customer Support Department is available at support@predictit.org (<mailto:support@predictit.org>) to address any concerns you may have regarding the Service. The parties shall use their best efforts through this Customer Service process to settle any dispute, claim, question, or disagreement and good faith negotiations which shall be a condition to either party initiating a lawsuit or arbitration.

Binding Arbitration

If the parties do not reach an agreed upon solution within a period of 30 days from the time informal dispute resolution under the Initial Dispute Resolution provision, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including their formation, performance and breach), the parties' relationship with each other and/or your use of the Service shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the American Arbitration Association (the "AAA"), excluding any rules or procedures governing or permitting class actions.

The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever

relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The Commercial Arbitration Rules governing the arbitration may be accessed at www.adr.org or by calling the AAA at +1.800.778.7879. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, PredictIt will pay the additional cost. If the arbitrator finds the arbitration to be non-frivolous, PredictIt will pay all of the actual filing and arbitrator fees for the arbitration, provided your claim does not exceed \$75,000. The arbitration rules also permit you to recover attorney's fees in certain cases. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Location

If you are a resident of the United States, arbitration will take place at any reasonable location within the United States convenient for you. For residents outside the US, arbitration shall be initiated in the District of Columbia, United States of America, and you and PredictIt agree to submit to the personal jurisdiction of any federal or superior court in the District of Columbia, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

Class Action Waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exception - Litigation of Intellectual Property and Small Claims Court Claims

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

30-Day Right to Opt Out

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address:

205 PENNSYLVANIA AVE
WASHINGTON, DC 20003
United States
WWW.PREDICTIT.ORG

The notice must be sent within 30 days of 08/20/2013 or your first use of the Service, whichever is later, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, PredictIt also will not be bound by them.

Changes to this Section

PredictIt will provide 60-days' notice of any changes to this section. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.

For any dispute not subject to arbitration you and PredictIt agree to submit to the personal and exclusive jurisdiction of and venue in the federal and District of Columbia courts located in the District of Columbia. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

The Terms and the relationship between you and PredictIt shall be governed by the laws of the District of Columbia without regard to conflict of law provisions.

14. Third Party Advertisements

The Website may contain advertisements linking to other websites if permitted by law. Neither we nor the Clearing House may control the content of such website or advertisements. In those advertisements, and on those websites, all offers to sell and statements relating to goods and services are the responsibility of, and are given by, the operator of the relevant website.

15. **Defined Terms**

In these Terms of Use, unless the context requires otherwise:

Account means the list of Shares held by you, as maintained and altered by the Provider in accordance with these Terms of Use;

Account Details means the contact and personal details which you provide to us in your application for a User Account, as updated by you from time to time through the online form provided on the Website for that purpose;

Actual Payout means the Payout (if any) which is actually payable in accordance with the Rules, as determined by the Provider under clause 7.v;

Clearing Account means a deposit account maintained with a registered bank in the name of the Clearing House;

Clearing House means Aristotle;

Ledger means the ledger referred to in clause 6.iii(b), as credited and debited by the Clearing House in accordance with these Terms of Use

Maximum Payout means in relation to a Share, the maximum Payout possible under the Rules relating to that Share if all the conditions of that Share are satisfied to their fullest,

Payout means the amount specified in (or calculated under) the Rules of a Share as being payable from the Clearing House to the holder of the Share, if one or more specified conditions is satisfied;

Market has the meaning given in clause 7.i (a);

Rules has the meaning set out in clause 7.ii;

Terms of Use means these Terms of Use, as amended by us from time to time in accordance with clause 2.ii;

User means you and anyone else with a User Account;

User Account means an individual trading account at the Website;

Website means the website and trading facility whose homepage is at www.PredictIt.org (<http://www.predictit.org/>).

16. **Transfer of Rights Hereunder.**

You may not assign, transfer or create any encumbrance over any rights and/or obligations in these Terms of Use without our prior written consent.

We may transfer our agreement with you (and any information we hold pertaining to PredictIt, or that you have provided to us), and all rights and privileges hereunder, to any affiliate or subsidiary entity, such as a not-for-profit entity specifically created to operate and administer PredictIt. We also may transfer our agreement with you (and any such information), and any rights and privileges hereunder, to any successor in interest or acquirer of all or substantially all assets of PredictIt.

17. **General**

i. These Terms of Use are not enforceable by any person other than you, PredictIt and Aristotle. To avoid doubt, nothing in these Terms of Use will confer on PredictIt or Aristotle any rights against each other, or any rights on one User against another User.

ii These Terms of Use, together with the Rules for each Share, are the entire agreement between you, PredictIt and Aristotle relating to your use of, and access to, the Website. These Terms of Use do not and are not intended to confer any benefit or create any obligation at the suit of any third party.

iii. None of the rights in these Terms of Use will be waived unless the party entitled to those rights waives them in writing.

If any part of these Terms of Use is illegal, invalid or unenforceable, then that part will be treated as modified or removed to the extent required to make it effective, and the rest of these Terms of Use will continue in full force.

PredictIt Research
205 Pennsylvania Avenue SE
Washington DC 20003
USA

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Truth
Machine
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[\(https://www.instagram.com/PredictIt/\)](https://www.instagram.com/PredictIt/) [\(https://www.youtube.com/c/predictitofficial\)](https://www.youtube.com/c/predictitofficial) [\(https://twitter.com/PredictIt\)](https://twitter.com/PredictIt) [\(https://www.facebook.com/PredictIt\)](https://www.facebook.com/PredictIt)

EXHIBIT Z

PredictIt's Article: "What Are Prediction Markets?"

Welcome to

The Truth Machine



What Are Prediction Markets?

A prediction market is a marketplace where people buy and sell contracts tied to the outcome of a future event, and the price of those contracts reflects the crowd's collective estimate of how likely that outcome is. Each contract pays out \$1 if a candidate wins an election and \$0 if they lose.

The math is simple. If a contract trades at 65¢, the market is effectively saying there's roughly a 65% chance the candidate will win.

Unlike a poll, which asks people what they think will happen, a prediction market asks people to put money behind their belief, and that financial stake tends to sharpen how carefully participants think before they trade.

Prediction Markets vs Polls

The power of these markets rests on an idea often called the "wisdom of crowds": when enough people with different information and perspectives make independent bets, the aggregate price can be a better predictor than any single expert's opinion. That same data also makes PredictIt a resource for researchers (<https://www.predictit.org/research>), who study it at no cost to understand political behavior, market design and more.

Markets can beat the pundits. Research comparing prediction markets to polls and pundit forecasts has generally found markets to be competitive, and sometimes more accurate, particularly for events with a lot of trading volume and informed participants.

The Story of PredictIt

PredictIt launched on November 3, 2014, as a not-for-profit political prediction market run by Victoria University of Wellington in New Zealand, operating in the U.S. under a CFTC "no-action letter" that let it host small-dollar, real-money contracts on elections and other political events without registering as a formal exchange. That original arrangement capped individual investments at \$850 per contract and 5,000 traders per market. The site built a loyal following of traders, journalists, and political scientists over the following years, gaining particular attention for its accurate pricing ahead of the 2016 and 2020 elections.

The cap has grown. In July 2025 the per-contract trading cap was raised from \$850 to \$3,500 and PredictIt removed the 5,000-trader-per-

Today, operational responsibility has shifted to a nonprofit called the Prediction Market Research Consortium, and PredictIt continues to run, remaining one of the longest-running political prediction markets available to U.S. residents.

Engage	Support	Legal
Markets (/markets)	About (/support/what-is-predictit)	Terms And Conditions (/terms-and-conditions)
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News (/news)	Support (/support/)	Accessibility Statement (/accessibility-statement)
Learn (/learn)	Responsible Trading (/responsible-trading)	

Details

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EXHIBIT AA

Plaintiff's MyVote Sample Ballot

For November 3, 2026 general election, Village of Pleasant Prairie, Ward 15

2026 General Election

Tuesday, November 3, 2026

Village Of Pleasant Prairie - Ward 15

Sample Ballot for My Next Election

Governor / Lieutenant Governor

Vote For One

- ☐ Tom Tiffany / David Varnam (Republican)
- ☐ David Crowley / Sarah Godlewski (Democratic)
- ☐ Write In

Attorney General

Vote For One

- ☐ Eric Toney (Republican)
- ☐ Josh Kaul (Democratic)
- ☐ Write In

Secretary Of State

Vote For One

- ☐ Jay Schroeder (Republican)
- ☐ JoCasta Zamarripa (Democratic)
- ☐ Pete Karas (Wisconsin Green)
- ☐ Write In

State Treasurer**Vote For One**

- ☐ John S. Leiber (Republican)
- ☐ Yee Leng Xiong (Democratic)
- ☐ Write In

Representative In Congress District 1**Vote For One**

- ☐ Bryan Steil (Republican)
- ☐ Mitchell Berman (Democratic)
- ☐ Write In

State Senator District 11**Vote For One**

- ☐ Ellen Schutt (Republican)
- ☐ Adam Duda (Democratic)
- ☐ Write In

Representative To The Assembly District 32**Vote For One**

- ☐ Amanda Nedweski (Republican)
- ☐ Greg Miller (Democratic)
- ☐ Write In

Kenosha County Sheriff

Vote For One☐ David W. Zoerner (Republican)☐ Write In**Kenosha County Clerk Of Circuit Court****Vote For One**☐ Zach Rodriguez (Republican)☐ Brian M. Sheffler (Democratic)☐ Write In**State of Wisconsin Partial Veto Referendum - QUESTION 1****Vote for one**

QUESTION 1: "Partial veto. Shall section 10 (1) (c) of article V of the constitution be amended to prohibit the governor, in exercising his or her partial veto authority, from creating or increasing or authorizing the creation or increase of any tax or fee?"

☐ Yes☐ No**State of Wisconsin Freedom to Gather in Places of Worship During an Emergency Referendum - QUESTION 2****Vote for one**

QUESTION 2: "Freedom to gather in places of worship during an emergency. Shall section 18 of article I of the constitution, which deals with religious liberty, be amended to prohibit the state or a political subdivision of the state from ordering the closure of, or forbidding gatherings in, places of worship in response to a state of emergency, including a public health emergency?"

☐ Yes☐ No

**State of Wisconsin Governmental Entity Discrimination Prohibited
Referendum - QUESTION 3****Vote for one**

QUESTION 3: "Governmental entity discrimination prohibited. Shall section 27 of article I of the constitution be created to prohibit governmental entities in the state from discriminating against, or granting preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in public employment, public education, public contracting, or public administration?"

☐ Yes

☐ No

EXHIBIT AB

Excerpts from WEC August 3, 2022 Open-Session
Minutes Concerning Referral Options Related to
Alleged Unlawful Absentee-Ballot Requests



Wisconsin Elections Commission

201 West Washington Avenue | Second Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

Wisconsin Elections Commission
Special Teleconference Meeting
201 W. Washington Avenue, Second Floor
Madison, Wisconsin
9:00 a.m. August 3, 2022

Open Session Minutes

Present: Commissioner Ann Jacobs, Commissioner Marge Bostelmann, Commissioner Julie Glancey, Commissioner Don Millis, Commissioner Robert Spindell Jr., and Commissioner Mark Thomsen, all by teleconference.

Staff present: Meagan Wolfe, Sharrie Hauge, Robert Kehoe, Jim Witecha, Brandon Hunzicker, Kelly McCormick, Riley Vetterkind, John Smalley, Riley Willman, Sara Linski and Anna Langdon, all by teleconference.

A. Call to Order

Commission Chair Millis called the meeting to order at 9:03 a.m. and called the roll. All Commissioners were present.

B. Administrator's Report of Appropriate Meeting Notice

Administrator Meagan Wolfe informed the Commission that proper notice was given for the meeting.

C. Closed Session

1. Discussion of Litigation

2. Possible Referral of Election Law Violations

MOTION: To adjourn into closed session as allowed by Wis. Stat. § 19.85(1)(g) and § 19.85(1)(f).

Moved by Commissioner Bostelmann. Seconded by Commissioner Thomsen.

Roll call vote:	Bostelmann:	Aye	Glancey:	Aye
	Jacobs:	Aye	Spindell:	Aye
	Millis:	Aye	Thomsen:	Aye

Motion carried 6-0.

The Commission moved into closed session at 9:04 a.m.

Wisconsin Elections Commissioners

Don M. Millis, chair | Marge Bostelmann | Julie M. Glancey | Ann S. Jacobs | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

Chair Millis asked staff if it was possible to entertain a request to alter Badger Voter prices through an administrative rule at the August 31 Commission meeting to discuss the budget.

Attorney Witecha affirmed that this was permissible, and that a rule amendment would be necessary to modify the prices.

Discussion.

Administrator Meagan Wolfe clarified that at the August 31 meeting, the Commission could direct staff to begin work on a scope statement to alter the Badger Voters pricing scheme, but staff could not do any work on a scope statement prior to that direction.

Discussion.

G. Discussion and Possible Action on Referral Options Related to Alleged Unlawful Absentee Ballot Requests

MOTION: Staff is directed to fully and promptly cooperate with federal, state and local law enforcement and election officials with regards to requests for information relating to the false procurement of absentee ballots.

Moved by Commissioner Jacobs. Seconded by Commissioner Thomsen.

Discussion.

Chair Millis clarified that at the time of the August 3, 2022 Commission meeting, the Commission had not received a complaint, and Commission staff had discussed the authority of the Commission to make a criminal referral and decided at that time that the Commission was not in a position to do that based on the statutory authority of the Commission.

Roll call vote:	Bostelmann:	Aye	Glancey:	Aye
	Jacobs:	Aye	Spindell:	Aye
	Millis:	Aye	Thomsen:	Aye

Motion carried 6-0.

MOTION: If a complaint is made to the commission pursuant to Wis. Stat. 5.05 as to the false procurement of absentee ballots, staff is directed to expedite consideration of that complaint and it shall be placed before the commission at the earliest opportunity.

Moved by Commissioner Jacobs. Seconded by Commissioner Thomsen.

Discussion.

Roll call vote:	Bostelmann:	Aye	Glancey:	Aye
	Jacobs:	Aye	Spindell:	No
	Millis:	Aye	Thomsen:	Aye



Wisconsin Elections Commission

201 West Washington Avenue | Second Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

Sent via email to jayjoelstone@gmail.com

October 2, 2026

Jay Stone

RE: Advisory Opinion Request

Dear Mr. Stone:

This communication is to inform you that the Wisconsin Elections Commission (“the Commission”) reviewed the request for an advisory opinion that you submitted on September 23, 2026, during its meeting on October 1, 2026.

The Commission unanimously passed the following language in a motion in closed session:

The Commission does not wish to further consider the advisory opinion request (AO26-04) of Mr. Stone. Staff are directed to notify the requestor that the Commission has voted not to publish an opinion in response to the request.

Please be advised that your request for this advisory opinion, including your identity as a requestor, will be kept confidential by the Commission since the Commission did not issue an opinion. Wis. Stat. § 5.05(6a)(a)5.

If you have any questions, please feel free to contact me.

Sincerely,

David Buerger

David P. Buerger
Staff Counsel

WISCONSIN ELECTIONS COMMISSION

cc: Members, Wisconsin Elections Commission
Meagan Wolfe, Commission Administrator

Wisconsin Elections Commissioners
Don M. Millis, chair | Marge Bostelmann | Ann S. Jacobs | Carrie Riepl | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

Request for Formal or Informal Advisory Opinion

Wis. Stat. § 5.05(6a)(a)1

To: Wisconsin Elections Commission

Email: elections@wi.gov

Re: Application of Wis. Stat. §§ 6.03(2), 12.13(1)(a), and 945.01(1)(a) to identified PredictIt transaction and November 3, 2026 ballot

I respectfully request a formal or informal written advisory opinion under Wis. Stat. § 5.05(6a)(a)1 concerning the propriety under Wisconsin election law of voting in the November 3, 2026 general election after purchasing a PredictIt contract for the partisan gubernatorial race.

Material facts

1. On August 29, 2026, I purchased \$10 in PredictIt contracts in the market titled: “Which party will win the 2026 election for governor of Wisconsin?”
2. My position concerns only the Wisconsin gubernatorial contest. I have not made a PredictIt trade concerning any other office, referendum, or contest on my November 3, 2026 ballot.
3. I have no other contracts or agreements that concern the result of the Wisconsin gubernatorial election or any other election.
4. PredictIt’s Terms and Conditions state that its website “facilitates the trading of futures contracts tied to the outcome of political and financial events and circumstances.”
5. WEC’s July 2026 prediction-market guidance states that election-related prediction-market trades likely fall within Wis. Stat. § 6.03(2), and that voting without the necessary elector qualifications may violate Wis. Stat. § 12.13(1)(a).
6. This request is made to obtain WEC’s current interpretation as applied to my identified transaction and to determine to what extent, if any, requester may lawfully exercise requester’s voting rights in the November 3, 2026 election, including in contests other than the gubernatorial contest.

The requester is the plaintiff in *Jay Stone v. Wisconsin Elections Commission et al.*, Kenosha County Circuit Court Case No. 2026CV001112. This request is made to obtain WEC’s current interpretation as applied to the identified transaction and to determine whether requester may lawfully vote in the November 3, 2026 election, including in contests other than the

gubernatorial contest. Requester does not ask WEC to decide the pending litigation, the constitutionality of any statute, or whether any prosecutor would bring a criminal charge.

Advisory Opinion Questions Presented

Please state WEC's position, based on the facts above, regarding each of the following questions.

1. Does my identified PredictIt transaction constitute a "bet" or "wager" for purposes of Wis. Stat. § 6.03(2) and WEC's July 2026 prediction-market guidance?
2. Does WEC conclude that my identified PredictIt transaction falls within, or is excluded by, the provision in Wis. Stat. § 945.01(1)(a) stating that a "bet" does not include "[b]ona fide business transactions which are valid under the law of contracts"?
3. If WEC concludes that the bona-fide-business-transaction exclusion in Wis. Stat. § 945.01(1)(a) does not apply, please identify the specific statutory text, case law, other legal authority, and factual basis on which WEC relies.
4. Under WEC's guidance and interpretation of Wis. Stat. § 6.03(2), does my identified transaction disqualify me from voting:
 - Only in the Wisconsin gubernatorial contest;
 - In every statewide contest on the November 3, 2026 ballot;
 - In every contest and referendum on my November 3, 2026 ballot; or
 - In no contest?
5. If WEC takes the position that my transaction disqualifies me from voting in any contest other than the gubernatorial contest, please identify the specific statute, case law, or other authority supporting that conclusion.
6. Does WEC's answer change if I vote only in contests or referendums other than the Wisconsin gubernatorial contest?
7. If I do not vote in the Wisconsin gubernatorial contest but vote in one or more other contests or referenda appearing on the November 3, 2026 ballot, does WEC interpret Wis. Stat. § 6.03(2) as prohibiting those votes?
8. Does WEC further take the position that I lack the necessary elector qualifications under Wis. Stat. § 12.13(1)(a) for voting in those other contests? If so, please identify the specific legal authority for that conclusion.

I respectfully request a written formal or informal advisory opinion as promptly as practicable because the November 3, 2026 election is imminent. The facts stated in this request are true and accurate to the best of my knowledge.

Date: September 23, 2026

Respectfully submitted,

Jay Stone

jayjoelstone@gmail.com

262-455-0027