

STATE OF WISCONSIN CIRCUIT COURT DANE COUNTY
BRANCH ____

STATE OF WISCONSIN,

Plaintiff,

v.

Case No. _____
Unclassified - Civil: 30703

BLOCKRATIZE, INC.,
D/B/A POLYMARKET,
251 Little Falls Drive
Wilmington, DE 19808

QCX, LLC,
D/B/A POLYMARKET US,
251 Little Falls Drive
Wilmington, DE 19808

QC CLEARING, LLC,
D/B/A POLYMARKET CLEARING,
251 Little Falls Drive
Wilmington, DE 19808

and

DOES 1-20,

Defendants.

SUMMONS

THE STATE OF WISCONSIN

To each entity and individual named above as a defendant:

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

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 215 South Hamilton Street, Suite 1000, Madison, Wisconsin 53703, and to Colin Roth and Charlotte Gibson, Assistant Attorneys General, plaintiff's attorneys, whose address is Wisconsin Department of Justice, Post Office Box 7857, Madison, Wisconsin 53707-7857. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any

real estate you own now or in the future and may also be enforced by garnishment or seizure of property.

Dated this 23rd day of April 2026.

Respectfully submitted,

JOSHUA L. KAUL
Attorney General of Wisconsin

Electronically signed by:

Colin T. Roth
COLIN T. ROTH
Assistant Attorney General
State Bar #1103985

CHARLOTTE GIBSON
Assistant Attorney General
State Bar #1038845

Attorneys for Plaintiff

Wisconsin Department of Justice
Post Office Box 7857
Madison, Wisconsin 53707-7857
(608) 266-7636 (Roth)
(608) 957-5218 (Gibson)
(608) 294-2907 (Fax)
colin.roth@wisdoj.gov
charlie.gibson@wisdoj.gov

STATE OF WISCONSIN,

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BLOCKRATIZE INC., D/B/A POLYMARKET,
QCX LLC, D/B/A POLYMARKET US, QC
CLEARING LLC, D/B/A POLYMARKET
CLEARING, and DOES 1-20,

Defendants.

COMPLAINT TO ABATE PUBLIC NUISANCE

INTRODUCTION

1. Sports betting has long been illegal in Wisconsin, with exceptions only for certain Native American tribal gaming operations.
2. Yet Polymarket is facilitating illegal sports betting throughout the state.
3. Through its so-called “prediction market,” Polymarket profits when Wisconsin residents place bets on the outcome of sporting events, just like how ordinary casino sportsbooks profit from the bets people make there. For instance, Wisconsinites could use Polymarket’s services to place all kinds of bets on the recent NCAA college basketball tournament, including who

would win the Final Four matchup between the University of Michigan and the University of Arizona, which team would cover the point spread, and how many points the two teams would score combined. And for every bet made, Polymarket collects a fee akin to a casino's rake at a poker table.

4. Polymarket uses a fig leaf to disguise the casino-style sports betting it facilitates in Wisconsin. It relabels its sports bets as "event contracts," meaning contracts traded between buyers and sellers at agreed-upon prices that mimic the odds of a sports-related outcome. To return to the NCAA basketball tournament, as of April 3, 2026, traders could buy contracts taking the position that the University of Michigan would win its Final Four matchup with the University of Arizona for around \$0.53, which reflected a roughly 53% projected chance of Michigan winning. When Michigan won, event contract holders who bet on that team winning received \$1 per contract and those who instead bet on Arizona winning received nothing.

5. That is indistinguishable from an ordinary sports bet, as defined by Wis. Stat. § 945.01(1). Parties to these "event contracts" wager money on whether a given sports-related outcome will occur, just as when people bet on that same outcome using traditional casino-style sportsbooks.

6. Unlike ordinary sportsbooks, Polymarket apparently does not take the other side of the sports bets its customers make. But that does not get it off the hook, since it still generates significant revenue from these sports bets by

charging transaction fees each time event contracts are traded using its platform. In short, Polymarket makes money from the illegal betting it facilitates, just like the operator of an illicit poker game who takes a cut of each pot.

7. By making money from illegal sports betting, Polymarket is engaging in criminal gambling activity under Wis. Stat. § 945.03(1m).

8. These ongoing, repeated criminal violations represent a public nuisance that should be abated immediately.

PARTIES

9. Plaintiff State of Wisconsin is a sovereign state of the United States of America, with its principal offices located in Madison, Wisconsin.

10. Defendant Blockratize Inc., d/b/a Polymarket, is a Delaware corporation with its principal place of business in New York. It is the parent company of all other Polymarket entities named in this complaint (collectively, “Polymarket”). Together with its affiliated entities, Polymarket operates a prediction market platform through which it offers products referred to as event contracts for sale. Polymarket’s event contracts are made available to persons located in Wisconsin through its website and mobile app.

11. Defendant QCX LLC, d/b/a Polymarket US, is a Delaware limited liability company with its principal place of business in New York. Polymarket US is a wholly owned subsidiary of Blockratize Inc. In concert with the other

Polymarket entities, Polymarket US operates a prediction market platform through which it offers products referred to as event contracts for sale, including in Wisconsin.

12. Defendant QC Clearing LLC, d/b/a Polymarket Clearing, is a Delaware limited liability company with its principal place of business in Florida. Polymarket Clearing is a wholly owned subsidiary of Blockratize Inc. In concert with the other Polymarket entities, Polymarket Clearing operates a prediction market platform through which it offers products referred to as event contracts for sale, including in Wisconsin.

13. Defendant Does 1-20 are private individuals and/or entities who facilitate Polymarket's unlawful sports betting activity in Wisconsin. The identities of Does 1-20 are not presently known to the State of Wisconsin. The private Doe defendants are collectively referred to with the Polymarket entities as "Polymarket." The State of Wisconsin expressly reserves the right to amend this Complaint to add the private Doe defendants by name, once their identities are known.

JURISDICTION AND VENUE

14. This action is brought pursuant to the Attorney General's authority under Wis. Stat. §§ 823.01 and 823.02 to enjoin and abate a public nuisance on behalf of the State of Wisconsin.

15. This Court has jurisdiction over the subject matter of this dispute pursuant to article VII, section 8 of the Wisconsin Constitution and Wis. Stat. § 753.03, which provide for subject-matter jurisdiction over all civil matters within this State.

16. This Court has personal jurisdiction over Polymarket pursuant to Wis. Stat. § 801.05(1)(d), (3), and (4). Polymarket has engaged in substantial business contacts within the State of Wisconsin by directing its event contract trading activities to Wisconsin, among other states. Polymarket's acts, conducted both within and outside the State of Wisconsin, are a cause of the in-state injuries alleged in this Complaint.

17. Venue is proper in Dane County because it is the county where the claims arose and is the county in which Polymarket does substantial business. Wis. Stat. § 801.50(2)(a), (c).

GENERAL ALLEGATIONS

I. Wisconsin bans most sports betting today, as it has done for much of its history.

A. Wisconsin has banned most forms of gambling ever since the mid-1800s when it was a territory.

18. Wisconsin has a long tradition of banning most forms of gambling within its borders.

19. The original state constitution, enacted in 1848, provided that “[t]he legislature shall never authorize any lottery.” Wis. Const. art. IV, § 24 (1848). Over time, this constitutional prohibition was understood to encompass not just lotteries, but all gambling-type activities. See *Panzer v. Doyle*, 2004 WI 52, ¶ 8, 271 Wis. 2d 295, 680 N.W.2d 666, *abrogated by Dairyland Greyhound Park, Inc. v. Doyle*, 2006 WI 107, 295 Wis. 2d 1, 719 N.W.2d 408.

20. In parallel with the constitutional ban (and even before statehood), Wisconsin statutes criminally prohibited specific forms of gambling.

21. In 1838, the first Wisconsin territorial legislature provided criminal penalties for, among other things, setting up any gaming table or gambling device or betting money at any gaming table. See *id.* ¶ 7 n.3 (citing Ch. 65, Laws of the Wisconsin Territory, First Session (approved Jan. 18, 1838)). These prohibitions were carried over when Wisconsin became a state in 1849. See *id.* (citing chapter 138, “Of Offences Against Public Policy,” Revised Statutes of the State of Wisconsin 705–07 (1849)).

22. The Legislature specifically banned sports betting as early as 1898.

23. People could not place sports bets: “Any person who shall lose or win any money . . . by betting upon any game, election, race, fight, sport, or pastime . . . shall be punished by fine.” Wis. Stat. ch. 185, § 4535 (1898).

24. Nor could people facilitate sports betting: “[It] shall be unlawful for any person, company or corporation to engage in . . . book-making, . . . or to record or register bets or wagers . . . upon the result of any trial or contest of skill, speed or power of endurance of man or beast, . . . and it shall also be unlawful for any person to become the custodian or depository for gain . . . of any money . . . staked . . . upon any such result . . .” Wis. Stat. ch. 185, § 4539b (1898).

25. Later, in 1929, the Legislature “declared” sports betting to be “gambling and to be unlawful and to constitute a public nuisance.” Wis. Stat. § 348.085(1) (1929). That declaration covered schemes whereby “any person [was] . . . induced to believe that upon his paying to, or depositing with, any other person, any money, . . . he may as the result in whole or part of any contest of skill, speed or power of endurance of man or beast receive . . . any money.” *Id.*

26. Correspondingly, a place where sports betting occurred was “declared to be . . . common gambling house and to be a public nuisance,” and it was “made the duty of the attorney-general to take proper action to abate the same.” Wis. Stat. § 348.085(2) (1929).

27. In 1955, the Legislature replaced the system of specific gambling bans in chapter 348 (including the sports betting ban) with a comprehensive,

general gambling ban in chapter 945. *See generally* Wis. Stat. ch. 945 (1955–56).

28. The same scheme exists today, except that in 1969 the Legislature added back to chapter 945 a specific reference to sports betting. *See* Wis. Stat. § 945.03(7) (1969–70) (prohibiting “us[ing] a wire communication facility for the transmission or receipt of information assisting in the placing of a bet . . . on any sporting event or contest”); Wis. Stat. § 945.03(1m)(g) (2025–26) (same).

29. In parallel with the various statutory updates, the constitutional ban on the Legislature’s authorizing “lotteries” has been updated over time. Today, article IV, section 24, states that “the [L]egislature may not authorize gambling in any form,” with a few narrow exceptions, most prominently for the state lottery.

30. While Wisconsin has prohibited gambling since before statehood, it also has long recognized the legitimacy of certain kinds of futures contracts. In the 1955 statutory update to Wisconsin’s gambling laws, the Legislature specifically excluded from the definition of an unlawful “bet” any “[b]ona fide business transactions which are valid under the law of contracts including without limitation contracts for the purchase or sale at a future date of securities or other commodities.” Wis. Stat. § 945.01(a)1. (1955).

31. But this exception for “bona fide business transactions” only goes so far. Long before enacting it, the Legislature provided that contracts related to sports bets are invalid. Since at least 1898, “[a]ll . . . agreements . . . where the whole or any part of the consideration . . . shall be for money . . . betted at or upon any game of any kind . . . or upon any race, fight, sport or pastime . . . shall be void.” *See* Wis. Stat. ch. 185, § 4538 (1898). That same provision still exists today. *See* Wis. Stat. § 895.055 (2025–26).

32. Turning from the Legislature, Wisconsin courts also have long recognized that illegal gambling operations represent public nuisances. *See, e.g., State ex rel. Cowie v. La Crosse Theaters Co.*, 232 Wis. 153, 160–61, 286 N.W. 707 (1939) (holding that criminal violations of lottery prohibition were abatable public nuisances); *State ex rel. Regez v. Blumer*, 236 Wis. 129, 130, 294 N.W. 491 (1940) (same); *State ex rel. Trampe v. Multerer*, 234 Wis. 50, 53, 289 N.W. 600 (1940) (same, regarding bingo game); *Dallmann v. Kluchesky*, 229 Wis. 169, 176–77, 282 N.W. 9 (1938) (same, regarding gambling machines).

33. And Wisconsin courts have long recognized the harms associated with gambling. Chief among them is that “[t]he more money which the player spends [gambling] the less he will have to devote to the needs and welfare of himself or family.” *City of Milwaukee v. Milwaukee Amusement, Inc.*, 22 Wis. 2d 240, 249, 125 N.W.2d 625 (1964); *see also Harnden v. Melby*, 90 Wis. 5, 62 N.W. 535 (1895) (recognizing cause of action to recover “money illegally bet or

wagered” to “secure a recovery of the money by the owner, or in his name, for the benefit of his family”).

B. Wisconsin bans most forms of betting today, with limited exceptions for tribal gaming operations.

34. Current Wisconsin law contains two relevant criminal prohibitions of “commercial gambling” in Wis. Stat. § 945.03(1m):

Whoever intentionally does any of the following is engaged in commercial gambling and, except as provided in sub. (2m), is guilty of a Class I felony:

...

(b) For gain, receives, records or forwards a bet or offer to bet or, with intent to receive, record or forward a bet or offer to bet, possesses facilities to do so;

...

(g) For gain, uses a wire communication facility for the transmission or receipt of information assisting in the placing of a bet or offer to bet on any sporting event or contest, or for the transmission of a wire communication which entitles the recipient to receive money or credit as a result of a bet or offer to bet.

35. A “bet” is defined 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.” Wis. Stat. § 945.01(1).

36. And a “wire communication facility” is defined as “any and all instrumentalities, personnel and services, and among other things the receipt, forwarding or delivery of communications used or useful in the transmission of

writings, signs, pictures and sounds of all kinds by means of wire, cable, microwave or other like connection between the points of origin and reception of such transmission.” Wis. Stat. § 945.01(6).

37. These general criminal prohibitions on “bets” cover sports betting. *See, e.g., State v. Vlahos*, 50 Wis. 2d 609, 612, 184 N.W.2d 817 (1971) (affirming commercial gambling conviction under chapter 945 where “bets” involved money wagered on the outcomes of football and baseball games).

38. Two prominent tribal-related exceptions to this general ban exist. First, Wisconsin’s gaming compacts with certain Native American tribes allow those tribes to operate sports betting on their tribal lands. Second, the Legislature recently passed Assembly Bill 601, which the Governor signed into law on April 9, 2026. This bill removed from the definition of an “bet” under Wis. Stat. § 945.01(3) certain electronic sports wagers when conducted using servers located on tribal lands and authorized by tribal compacts.

39. Neither of these exceptions apply to non-tribal sports betting operations in Wisconsin, which remain illegal under chapter 945.

II. Polymarket facilitates sports betting through its event contract trading platform.

A. Polymarket makes money by operating a prediction market on which event contracts are traded.

40. Prediction markets are financial platforms where users can trade event contracts that pay out money based on the outcome of real-world events, such as elections, sporting events, or macroeconomic releases.

41. In short, traders buy and sell event contracts for a price X that pay off \$1 if a specified outcome occurs and nothing otherwise, but that can be sold earlier at agreed-upon prices.

42. As Polymarket explains, “[a] prediction market is a platform where people can bet on the outcome of future events. By buying and selling shares in the outcomes, participants collectively forecast the likelihood of events such as sports results, political elections, or entertainment awards.”¹

43. On prediction markets like Polymarket’s, “the price of shares in a prediction market represents the current probability of an event happening. For example, if shares of an event are trading at 20 cents, it indicates a 20% chance of that event occurring.”²

¹ *What is a Prediction Market?* Polymarket, <https://help.polymarket.com/en/articles/13364272-what-is-a-prediction-market> (last visited Apr. 21, 2026).

² *What is a Prediction Market?* Polymarket, <https://help.polymarket.com/en/articles/13364272-what-is-a-prediction-market> (last visited Apr. 21, 2026).

44. If a customer “believe[s] the actual probability of an event is higher than the market price suggests, [they] can buy shares. For instance, if [they] think a team has a better than 20% chance of winning, [they] would buy shares at 20 cents. If the event occurs, each share becomes worth \$1, yielding a profit.”³

45. Polymarket provides a hypothetical that illustrates how these event contracts work⁴:

For example, in a market predicting whether the Miami Heat will win the 2025 NBA Finals, if YES shares are trading at 18 cents, it indicates a 18% chance of Miami winning. . . . [I]f you believe Miami’s chances of winning are higher than 18%, you would buy “Yes” shares at 18 cents each. If Miami wins, each “Yes” share would be worth \$1, resulting in an 82-cent profit per share. Conversely, any trader who owned “No” shares would see their investment become worthless once the game is over. Since it’s a market, you’re not locked into your trade. You can sell your shares at any time at the current market price.

46. Polymarket operates a prediction market of this kind, boasting that it “is the world’s largest prediction market.”⁵

³ *What is a Prediction Market?* Polymarket, <https://help.polymarket.com/en/articles/13364272-what-is-a-prediction-market> (last visited Apr. 21, 2026).

⁴ *What is Polymarket?* Polymarket, <https://help.polymarket.com/en/articles/13364060-what-is-polymarket> (last visited Apr. 21, 2026).

⁵ *What is Polymarket?* Polymarket, <https://help.polymarket.com/en/articles/13364060-what-is-polymarket> (last visited Apr. 21, 2026).

47. Even today, Polymarket’s competitor, Kalshi, calls event contracts “bets” and “wagering.” Kalshi explains that “[i]nvestors select markets that align with their interests or expertise and *place bets* using simple ‘yes’ or ‘no’ contracts.” And Kalshi goes on to say, “*Each trader’s bet* helps shape the market consensus, which is reflected in the contract prices.” Similarly, Kalshi says that “[t]raders choose their favorite market, then select their side (yes or no), *the price they are willing to wager*, and the number of contracts they want to buy.”⁶

48. Although Polymarket itself does not buy or sell event contracts, it charges a range of fees on a per-transaction basis, starting at one-tenth of a cent.⁷

49. And when customers buy Polymarket’s event contracts, they can either hold the contract until its triggering event occurs, after which funds are disbursed to the winning party (minus Polymarket’s transaction fees), or sell the contract before the triggering event occurs (and thereby recover the contract price at the time of sale minus Polymarket’s transaction fees).

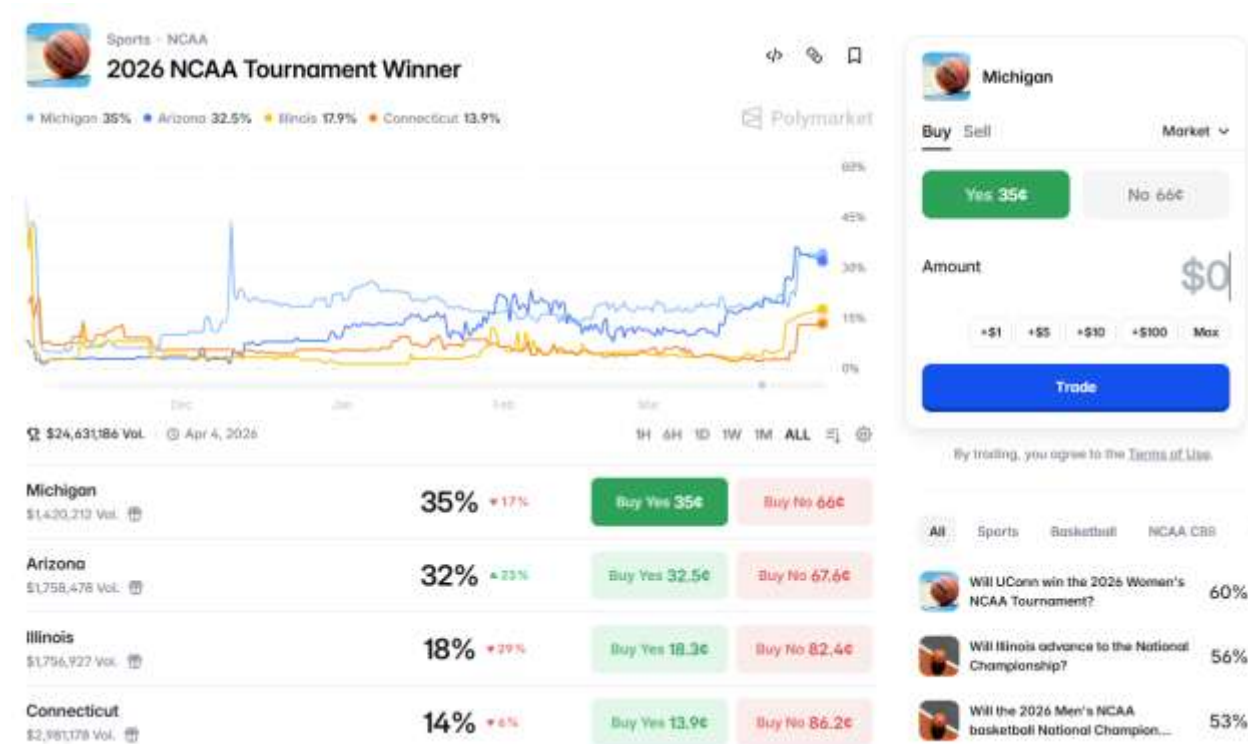
⁶ Kalshi, *What is a Prediction Market?*, Kalshi News (Aug. 4, 2022), <https://perma.cc/P7PN-FL28>.

⁷ *Fees & Operating Hours*, Polymarket US, <https://www.polymarketexchange.com/fees-hours.html> (last visited Apr. 21, 2026).

B. Polymarket facilitates sports betting through the trading of sports-related event contracts on its prediction market.

50. Polymarket offers contracts on sports outcomes across football, baseball, basketball, golf, tennis, and more.⁸

51. One example of a sports-related event contract that Polymarket recently offered involved the 2026 NCAA men’s college basketball tournament championship. As of April 3, 2026, Polymarket showed the race for the top spot between the University of Michigan, the University of Arizona, the University of Illinois, and the University of Connecticut:

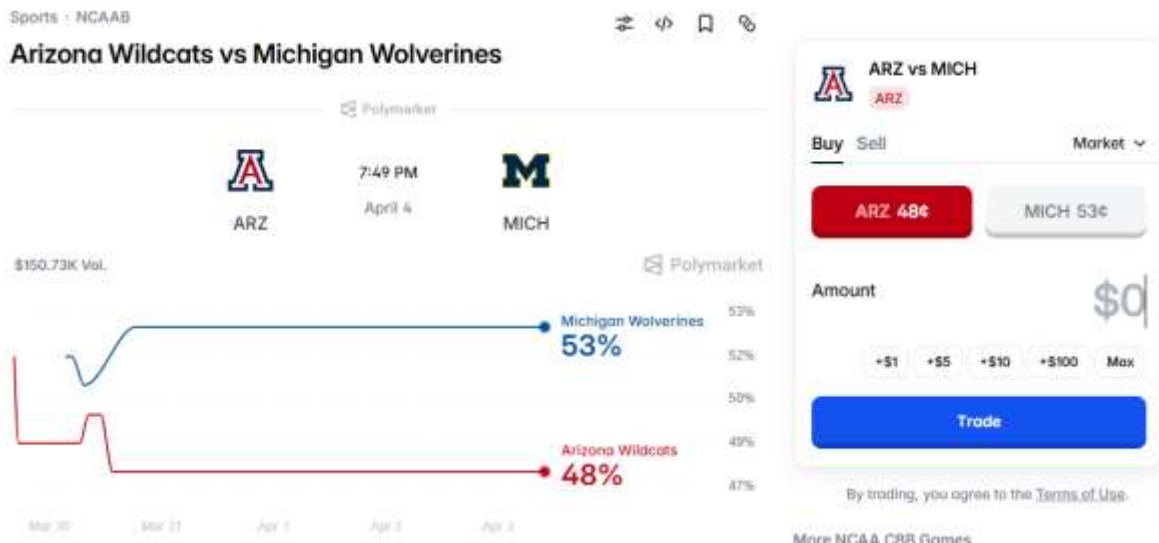


⁸ *Sports*, Crypto.com, <https://web.Polymarket/explore/predict/sports> (last visited Apr. 21, 2026).

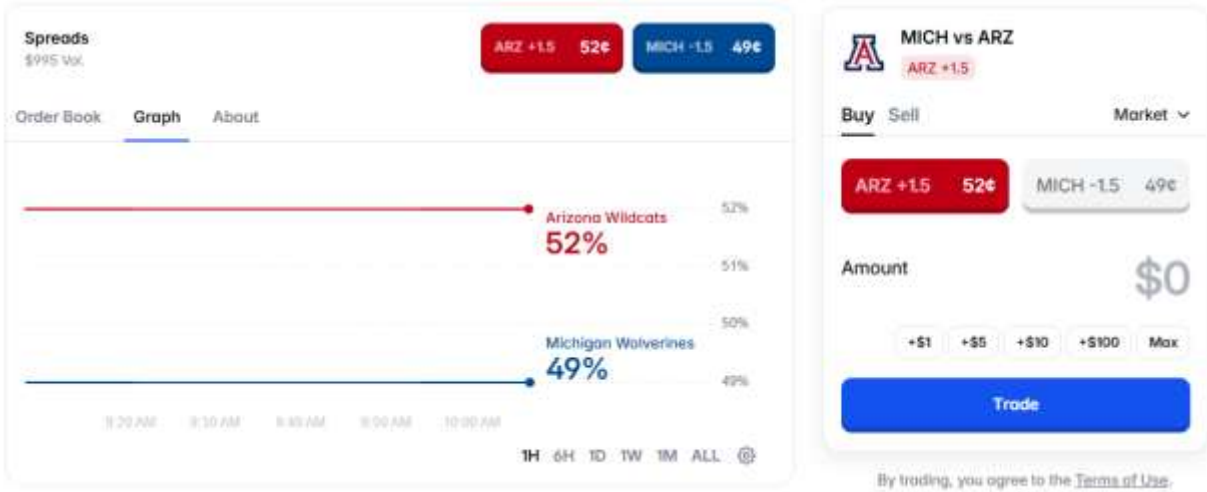
52. When Michigan ultimately won, traders who bought contracts taking that position and held them until Michigan won received monetary payouts; traders who took other positions and held them received nothing.

53. Polymarket's event contracts mimic traditional forms of sports bets, all of which are available to customers in Wisconsin:

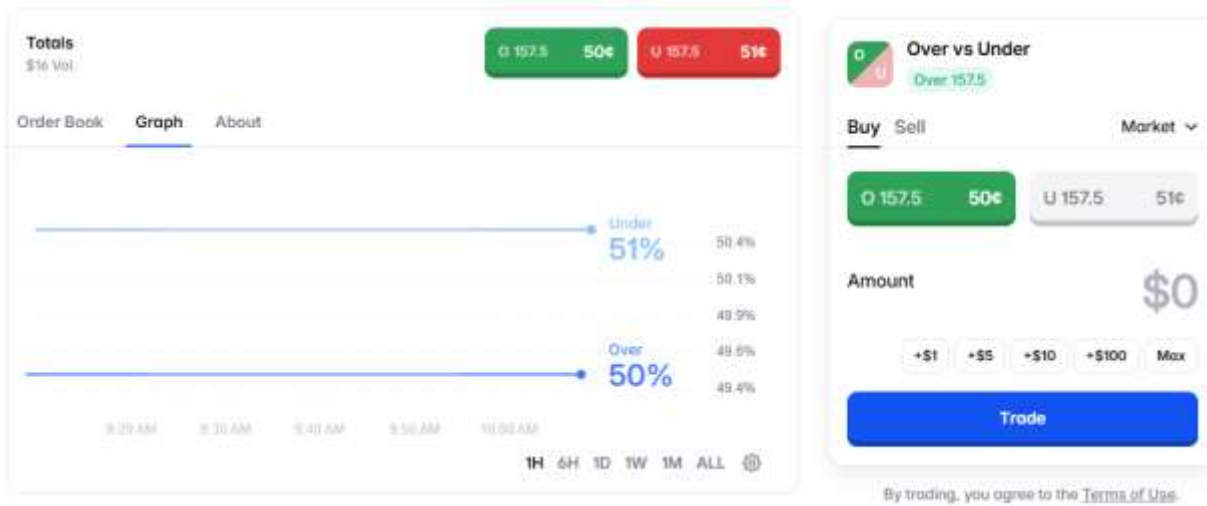
- Moneyline contracts, which ask which team will win a particular game. An example, as of April 3, 2026:



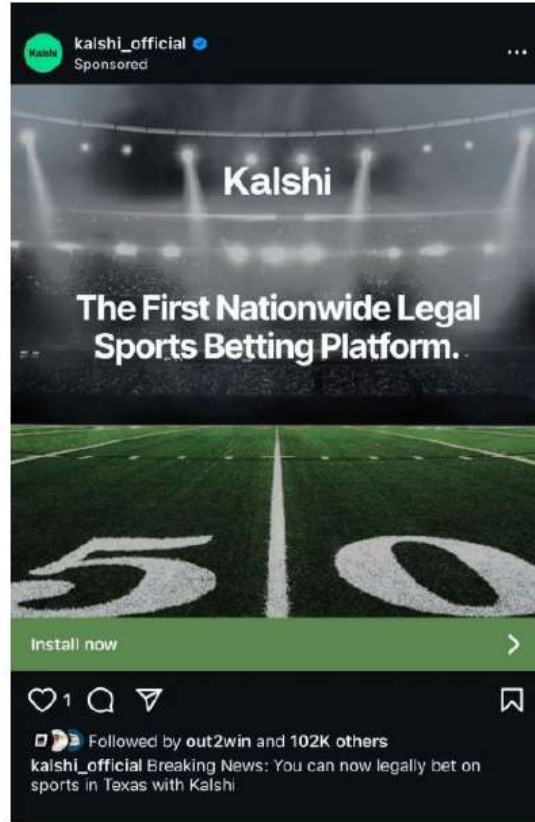
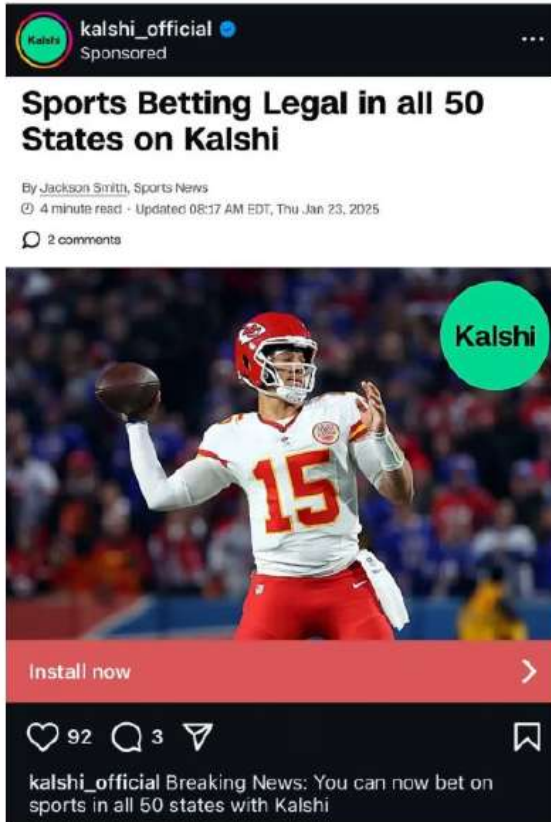
- Point spread event contracts, which ask whether a team will win (or lose) a game by a given number of points. An example, as of April 3, 2026:



- Over/under contracts, which ask whether the teams competing in game will score over or a under a specific number of points. An example as of April 3, 2026:



54. At one point, Polymarket’s competitor, Kalshi, advertised its sports-related event contracts as “bets.” For instance, the following two images once appeared on Kalshi’s official Instagram account:



55. On multiple other occasions, Kalshi and its representatives (including its CEO) have described event contract offerings as “bets.” See Dustin Goucher, *Ten Times Kalshi Said People Could Bet on Things*, Event Horizon (Apr. 3, 2024), perma.cc/DT9Y-6C7B. And, again, even today Kalshi describes its event contracts as involving “bets” and “wagers.”

56. Polymarket’s website, when accessed in Wisconsin, currently says that “[b]y trading, you agree to the Terms of Use, including that you are not (i) a U.S. person and (ii) located in the United States . . . or other restricted territory.” But Polymarket elsewhere states that its “U.S. app is now being

rolled out to those on the waitlist,” presumably including to customers located in Wisconsin.⁹

57. Moreover, in a suit against Massachusetts state officials, Polymarket has represented that it “operates a lawful, nationwide designated contract market,” that state enforcement would cause consequences to its “nationwide operations,” and that it has “users nationwide.” *QCX, LLC v. Campbell*, No. 26-CV-10651, ECF No. 1:1–2, 4 (D. Mass.).

CLAIM FOR RELIEF

COUNT ONE: POLYMARKET IS ENGAGING IN AN ABATABLE PUBLIC NUISANCE BY FACILITATING SPORTS BETTING IN VIOLATION OF WIS. STAT. § 945.03(1m)

58. The State incorporates by reference paragraphs 1–57 above as if fully stated herein.

59. Pursuant to Wis. Stat. § 823.02, “[a]n action to enjoin a public nuisance may be commenced and prosecuted in the name of the state . . . by the attorney general.”

60. “[R]epeated violation[s] of . . . criminal statute[s] constitute[] per se a public nuisance,” *State v. H. Samuels Co.*, 60 Wis. 2d 631, 636, 211 N.W.2d 417 (1973), particularly when they involve gambling activity. *See State ex rel.*

⁹ Polymarket, <https://polymarket.com/usa> (last visited Apr. 21, 2026).

Cowie, 232 Wis. 153; *State ex rel. Blumer*, 236 Wis. 129; *Dallmann*, 229 Wis. 169; *State ex rel. Multerer*, 234 Wis. 50.

61. Wisconsin Stat. § 945.03(1m) provides that “[w]hoever intentionally does any of the following is engaged in commercial gambling and, except as provided in sub. (2m), is guilty of a Class I felony”:

(b) For gain, receives, records or forwards a bet or offer to bet . . . ;

...

(g) For gain, uses a wire communication facility for the transmission or receipt of information assisting in the placing of a bet or offer to bet on any sporting event or contest, or for the transmission of a wire communication which entitles the recipient to receive money or credit as a result of a bet or offer to bet.

62. Each sports-related event contract traded by Wisconsin residents using Polymarket’s services represents a “bet,” as defined by Wis. Stat. § 945.01(1).

63. Ordinary wagers on sports contests qualify as “bets.” *See, e.g., Vlahos*, 50 Wis. 2d at 612.

64. Repackaging ordinary sports bets as “event contracts” does not remove them from the statutory definition of a “bet” under Wis. Stat. § 945.01(1). The parties to these contracts still agree to terms that are “dependent upon chance even though accompanied by some skill”—that is, the contracts depend on the outcome of various sports contests, the performance of players therein, and the like. Wis. Stat. § 945.01(1). And the parties to these

contracts still “stand[] to win or lose something of value specified in the agreement”—that is, the party who takes the correct side of the event contract will receive money. *Id.*

65. Polymarket violates Wis. Stat. § 945.03(1m)(b) by “for gain, receiv[ing], record[ing] or forward[ing] a bet”: it operates an event contract trading market in Wisconsin through which sports bets are made, and it collects per-transaction fees on those bets.

66. Polymarket violates Wis. Stat. § 945.03(1m)(g) by “[f]or gain, us[ing] a wire communication facility for the transmission or receipt of information assisting in the placing of a bet or offer to bet on any sporting event or contest, or for the transmission of a wire communication which entitles the recipient to receive money or credit as a result of a bet or offer to bet.”

67. Polymarket operates “wire communication facilities”: its online trading services represent “instrumentalities, personnel and services” that allow for the “receipt, forwarding or delivery of communications” between parties to event contracts (at least one of whom is located in Wisconsin) through the internet, that is, “by means of wire, cable, microwave or other like connection between the points of origin and reception of such transmission.” Wis. Stat. § 945.01(6).

68. And customers in Wisconsin use Polymarket’s “wire communication facilities” both to “transmi[t] [and] recei[ve]” sports-related event contracts, that is, “information assisting in the placing of a bet or offer to bet on any sporting event or contest,” and to “transmi[t] . . . wire communication[s] which entitle[] the recipient[s] to receive money or credit as a result of a bet or offer to bet,” again through these companies’ sports-related event contracts. Wis. Stat. § 945.03(1m)(g).

69. Polymarket uses its wire communication facilities in this way “for gain,” Wis. Stat. § 945.03(1m)(g), again by charging transaction fees on each trade.

70. Polymarket’s criminal violations of Wis. Stat. § 945.03(1m) are repeated and ongoing and so they “constitute[] per se a public nuisance.” *H. Samuels Co.*, 60 Wis. 2d at 636.

RELIEF REQUESTED

The State of Wisconsin respectfully requests the following relief:

a. A declaration that, by making sports-related event contracts available for trading by customers located in Wisconsin, Polymarket is violating Wis. Stat. § 945.03(1m)(b) and (g) and thereby causing a public nuisance;

b. A preliminary and permanent injunction enjoining and restraining Polymarket, as well as its officers, employees, agents, successors, and anyone

acting on their behalf, from making sports-related event contracts available for trading by customers located in Wisconsin;

c. Any other relief that the court deems just and proper.¹⁰

Dated this 23rd day of April 2026.

Respectfully submitted,

JOSHUA L. KAUL
Attorney General of Wisconsin

Electronically signed by:

Colin T. Roth
COLIN T. ROTH
Assistant Attorney General
State Bar #1103985

CHARLOTTE GIBSON
Assistant Attorney General
State Bar #1038845

Attorneys for Plaintiff

Wisconsin Department of Justice
Post Office Box 7857
Madison, Wisconsin 53707-7857
(608) 266-7636 (Roth)
(608) 957-5218 (Gibson)
(608) 294-2907 (Fax)
colin.roth@wisdoj.gov
charlie.gibson@wisdoj.gov

¹⁰ The State of Wisconsin does not seek to void or otherwise invalidate outstanding sports-related event contracts where a customer located in Wisconsin is a party; the State seeks only the prospective relief described.