

**State of Wisconsin
Before the Wisconsin Elections Commission**

The Verified Complaint of

Brian Thomas
5122 23rd Place
Kenosha, WI 53144

Tamara Weber
5122 23rd Place
Kenosha, WI 53144

Matthew Augustine
4306 31st Ave
Kenosha, WI 53144

Kevin Mathewson
6503 103rd Ave
Kenosha, WI 53142

Mary Magdalen Moser
2106 73rd Street
Kenosha, WI 53143

Pamela Mundling
7327 11th Avenue
Kenosha WI 53143

Against Complaint Respondents

Administrator Meagan Wolfe
Wisconsin Elections Commission
212 East Washington Avenue, Third Floor
P.O. Box 7984
Madison, Wisconsin 53707-7984

Hon. John M. Antaramian
Mayor
City of Kenosha
625 52nd Street Room 300
Kenosha, WI 53140

Matt Krauter
City Clerk
625 52nd Street Room 105
Kenosha, WI 53140

This complaint is made under Wisconsin Statutes § 5.06.

We, the complainants Brian Thomas, Tamara Weber, Matthew Augustine, Kevin Mathewson, Mary Magdalen Moser and Pamela Mundling allege, based on personal knowledge or upon information and belief, that:

Introduction

The Wisconsin Legislature expressly assigned to the Wisconsin Elections Commission “the responsibility for the administration of ... laws relating to elections,” Wisconsin Statutes § 5.05(1). *Trump v. Wisconsin Elections Commission*, 983 F.3d 919, 927 (7th Cir. 2020). The Commission’s Administrator, Meagan Wolfe, even as recently as March 31, 2020, before the General Assembly’s Campaigns and Elections Committee, publicly supported Wisconsin cities adopting private corporate conditions on state and federal elections without the Commission’s prior determination of the legality of imposing private corporate entity conditions upon existing state and federal election laws.¹

In the November 2020 general election, the City of Kenosha adopted private corporation conditions on the election process affecting state and federal elections. In this case, Kenosha involved private corporations and their employees in the City’s state and federal election administration. By doing so, Kenosha failed to comply with state laws,

¹ Wisconsin Assembly Committee on Campaigns and Elections, “Informational Hearing on General Election Review.” Meagan Wolfe. Mar. 31, 2021. <https://wiseye.org/2021/03/31/assembly-committee-on-campaigns-and-elections-14/> accessed Apr. 6, 2021.

including obtaining from the Commission a prior determination of the legality of the private corporate conditions in the election process, and failed to comply with the U.S. Constitution's Elections and Electors Clauses which guarantee the state Legislature the exclusive role in approving Wisconsin's legal conditions relating to federal elections.

In March of 2021, Wisconsin Open Records Law (Wisconsin Statutes §19.31, et seq.) requests relating to Wisconsin election administration and Wisconsin legislative hearing testimony relating to election administration, revealed to the Complainants that Kenosha officials, responsible for the election process and procedures, adopted and implemented private corporate conditions, including direct corporate and corporate employee engagement in the administration of the general election.² Moreover, Complainants found that Kenosha Mayor John M. Antaramian, in his official capacity as Mayor, participated with four other cities—Milwaukee, Madison, Racine and Green Bay—to place the same corporate conditions on their election administration. These are the five largest cities in Wisconsin from which CTCL hoped to conduct outreach and target certain neighborhoods and communities for extra voting information, to register more voters and from which to obtain more votes and absentee votes.

The five cities and the private corporations began to self-identify as the “Wisconsin Five,” including a letterhead with the five cities’ seals (App. 487),³ separating themselves

²App. 1-586. Subsequent page references are to the appendix unless otherwise noted. The appendix has been provided because virtually all of the complaint’s allegations are based on information found in government documents produced by Kenosha and other Wisconsin municipalities. For the purposes of the complaint, the complainants have presumed the government’s documents are authentic. The complaint’s inferences from the emails are based upon information and belief.

³ And a proposal to create T-shirts for the “famous WI-5.” (566-567).

from the rest of Wisconsin's cities as to election administration, as if they were their own parallel government. By way of contrast, the State of Wisconsin has only one seal: the Great Seal of the State of Wisconsin.

The State Legislature never gave municipalities, jointly or otherwise, the authority to adopt or accept private corporate conditions affecting existing state election laws. The Commission, as the responsible entity in the administration of election laws, never opined on the legality of private corporate conditions affecting existing election laws. Nor did the State Legislature nor the Commission authorize the five largest cities to obtain private funds to target get out the vote effort for special targeted and geo-fenced neighborhoods. The Wisconsin 5 were not authorized to "share screen shots" of their databases or information, or to share census information with these private actors. The Complainants allege that the Administrator's and Kenosha's actions violate state law and the U.S. Constitution's Elections and the Electors Clauses because they diverted constitutional authority of the State Legislature and the Commission to private corporations and the approving municipalities.

Further, the Complainants allege that Kenosha and certain Kenosha officials may have violated state and federal laws when they accepted and adopted private corporate conditions and when they approved Kenosha's engagement of private corporations and their employees into election administration. The Commission must act to correct and restrain the Administrator and Kenosha from the Administrator's legal position that the Commission has no role when a municipality's actions could or do directly modify the conditions of the municipality's state and federal elections.

First, the Commission should declare that the Commission indeed *has* a role in the administration of election laws whenever a municipality seeks to adopt as policy or enter into an agreement of any kind with a private corporate entity that imposes conditions in exchange for moneys involving the election process and administration.

Second, the Commission should reiterate that the Administrator may not render a decision without the approval of the Commission related to the legality of any agreement between private corporate entities and municipalities related to imposing private corporate conditions on the administration of election laws.

Third, the Commission should investigate the circumstances and factual allegations asserted in this Complaint regarding the legality of Kenosha's acts and actions juxtaposed against state and federal election laws to ascertain whether those election laws were violated.

Fourth, the Commission should consider any further prosecutorial investigation be directed to the proper local or state authorities.

Finally, if the Commission determines that election laws were violated or that the law is unclear to provide the Commission itself with the ability to determine the legalities of private corporate conditions directly or indirectly affecting the election process and administration, the Commission should make recommendations to the State Legislature for changes to state election laws to ensure the future integrity of the election process.

Complainants

1. Brian Thomas is a Wisconsin elector residing at 5122 23rd Place, Kenosha, Wisconsin 53144.

2. Tamara Weber is a Wisconsin elector residing at 5122 23rd Place, Kenosha, Wisconsin 53144.

3. Matthew Augustine is a Wisconsin elector residing at 4306 31st Avenue, Kenosha, Wisconsin 53144.

4. Kevin Mathewson is a Wisconsin elector residing at 6503 103rd Avenue, Kenosha, Wisconsin 53144.

5. Mary Magdalen Moser is a Wisconsin elector residing at 2106 73rd Street, Kenosha, Wisconsin 53144.

6. Pamela Mundling is a Wisconsin elector residing at 7327 11th Avenue, Kenosha, Wisconsin 53143.

Respondents

7. Meagan Wolfe is the Administrator of the Commission.

8. Respondent John M. Antaramian is the Mayor of the City of Kenosha.

9. Respondent Matt Krauter is the Kenosha City Clerk.

Statement of Facts

10. The Wisconsin Legislature expressly assigned to the Commission “the responsibility for the administration of ... laws relating to elections,” Wisconsin Statutes § 5.05(1). *Trump v. Wisconsin Elections Commission*, 983 F.3d 919, 927 (7th Cir. 2020).

11. Under Wisconsin Statutes § 7.15(1), the municipal clerk has “charge and supervision” of federal elections within a municipality:

(1) SUPERVISE REGISTRATION AND ELECTIONS. Each municipal clerk has charge and supervision of elections and registration in the municipality...

12. The Commission and its municipal clerks, in administering elections in Wisconsin's municipalities, are constitutionally obligated to follow the legal conditions set by the state legislature. Wis. Stat. §§ 5.05(1), 7.15(1).

13. The Elections Clause of the U.S. Constitution states that the state legislatures and Congress set the conditions for Congressional elections:

The Times, Places and Manner of holding Elections for Senators and Representatives, shall be prescribed in each State by the Legislature thereof; but the Congress may at any time by Law make or alter such Regulations, except as to the Places of chusing Senators.

U.S. Const., Art. I, § 4, cl. 1.

14. The Electors Clause of the U.S. Constitution states that the state legislatures exclusively set the conditions for choosing Presidential Electors:

Each State shall appoint, in such Manner as the Legislature thereof may direct, a Number of Electors, equal to the whole Number of Senators and Representatives to which the State may be entitled in the Congress.

U.S. Const., Art. II, § 1, cl. 2.

15. The Elections Clause and the Electors Clause provide no power to municipal governments to adopt private corporate conditions on federal elections or to introduce private corporations and their employees into federal election administration. U.S. Const., Art. I, § 4, cl. 1 and Art. II, § 1, cl. 2.

16. The City of Kenosha is incorporated under Wisconsin Statutes chapter 62.

17. Wisconsin cities are created by state statute and cannot exercise any power unless specifically provided for by statute:

The legislative power in this state is lodged in the legislature. When it exerts that power, it exerts it on behalf of and in the name of the people of the State of Wisconsin." *Van Gilder v. City of Madison*, 222

Wis. 58, 67, 267 N.W. 25 (1936). Conversely, “cities are creatures of the state legislature [that] have no inherent right of self-government beyond the powers expressly granted to them.”

Black v. City of Milwaukee, 882 N.W.2d 333, 342–43 (Wis. 2016).

18. The Center for Tech and Civic Life (CTCL) is a private non-profit organization providing federal election grants to local governments, headquartered in Chicago, Illinois. (001-002)

19. For the 2020 federal election, CTCL was funded by private donations of more than \$300 million that were in turn used as conditional private grants to local governments.⁴

20. This method of wealthy and well-connected corporate forces partnering with the government to exercise political influence is common to countries such as Russia where the powerful oligarchs work hand and glove with the rulers.⁵

21. Nationally, CTCL funded local governments, cities and counties, with conditional private grants that were used for the 2020 general election. (001-002)

22. Certain urban local governments receiving CTCL grants agreed to the conditions of the grant in exchange for receiving CTCL moneys. (017-018 (Green Bay); 393-394 (Racine); 419-420 (Racine); 551-552 (Kenosha))

⁴“Mark Zuckerberg and Priscilla Chan are donating \$300 million to voting efforts.” Alexis Benveniste. Sept. 1, 2020.<https://www.cnn.com/2020/09/01/business/zuckerberg-300-million-voting/index.html> / accessed Apr. 6, 2021.

⁵ See Wikipedia defining “Oligarchy” as “a form of power structure in which power rests with a small number of people” who may be distinguished by characteristics such as “wealth” or “corporate” control. In Russia for example, “multinational corporations” are “connected directly to the highest ranking government officials.” See, <https://en.wikipedia.org/wiki/Oligarchy>, accessed April 30, 2020.

23. These grants are contracts between each local government and CTCL. (017-018; 393-394; 419-420; 551-553)

24. These conditional grants to the local government required reporting back to the private non-profit corporation, CTCL, regarding the moneys used for the 2020 general election. (018; 393; 419; 552)

25. These conditional grants to the local government included claw-back provisions, requiring the local government to return the moneys to the private non-profit corporation, CTCL, if the private non-profit corporation disagreed as to how those moneys were spent in the conduct of the 2020 election. (018; 393; 419; 552). Having contracted with CTCL, and agreed to “conditions” which allow CTCL to “claw back” funds, the City of Kenosha submitted itself to potential breach of contract actions from CTCL, where Kenosha would have to defend its election administration to its superiors at CTCL, thereby ceding control of elections from local, city and state in favor of outside groups.

26. Upon information and belief, Kenosha Mayor Antaramian communicated with CTCL about Kenosha and the other Wisconsin Five cities accepting private corporate conditions on state and federal elections. (393-394; 464-482)

27. Upon information and belief, Kenosha Mayor Antaramian coordinated on accepting private corporate conditions on state and federal elections with the other rulers of the Wisconsin Five cities, to wit, Green Bay Mayor Genrich, Racine Mayor Cory Mason, Madison Mayor Satya Rhodes-Conway and Milwaukee Mayor Tom Barrett by having virtual meetings on the following days: May 16, 2020; June 13, 2020; and August 14, 2020. (464-482)

28. Upon information and belief, no public notice of the May 16, 2020 meeting was provided.

29. Upon information and belief, no public notice of the June 13, 2020 meeting was provided.

30. Upon information and belief, no public notice of the August 14, 2020 meeting was provided.

31. Upon information and belief, the Wisconsin Elections Commission was not notified of these meetings. As a result of this lack of notice, the Wisconsin Five cities began operating as a parallel government outside of public scrutiny, side-stepping Wisconsin election law and administration, and ceding local, city and state control of elections to groups outside of Wisconsin.

32. Upon information and belief, after the Wisconsin Five mayors began meeting in May 2020, pursuant to the agreement of the Wisconsin Five Mayors, CTCL issued a \$100,000 grant to the City of Racine to coordinate the other Wisconsin Five cities to join the “Wisconsin Safe Voting Plan.” (393-394)

33. Upon information and belief, Kenosha Mayor Antaramian communicated with Mayors of other Wisconsin cities about the \$100,000 grant and accepting private corporate conditions on state and federal elections. (393-394; 464-482)

34. CTCL authorized the City of Racine to distribute from the \$100,000 grant, \$10,000 to each of the four recruited cities, including Kenosha, as an incentive for the Wisconsin Five Cities to join in the CTCL conditional grants. (393-394).

35. CTCL, through the City of Racine, its Mayor and the \$100,000 grants successfully recruited Green Bay, Madison, Milwaukee, and Kenosha to apply for the conditional grants. (393-394; 395-415)

36. The so-called “Wisconsin Safe Voting Plan” was a grant application designed for the recruited Wisconsin Five cities, Green Bay, Kenosha, Madison, Milwaukee, and Kenosha to request millions of dollars of CTCL grant funding to support election administration activities during the COVID-19 pandemic. (487-507).

37. The “Safe Voting Plan” was developed ostensibly “in the midst of the COVID-19 Pandemic” to ensure voting could be “done in accordance with prevailing public health requirements” to “reduce the risk of exposure to coronavirus.” Further, it was intended to assist with “a scramble to procure enough PPE to keep polling locations clean and disinfected.” (487-507).

38. The Cities of Madison, Green Bay, Racine, Kenosha and Milwaukee entered into the conditional grant agreements with CTCL. (395-415)

39. CTCL referred to the Cities of Madison, Green Bay, Racine, Kenosha and Milwaukee as the “Wisconsin Five” or “WI-5” cities. (139-141).

40. However, it is only the Commission that can provide “aid” to cities and counties for the administration of elections, not wealthy, well-connected business owners who may benefit from the election outcome, such as by ending recent hearings into their business practices.⁶ Wis. Stat. §5.05(11).

⁶ In July 2020, Facebook’s CEO Mark Zuckerberg and other tech giants—owned by some of the wealthiest people in America, and the world—were being interrogated by the United States Congress for discriminatorily restricting information on social media, based political

41. Specifically, under Wisconsin Statutes §5.05(10), the Commission may render assistance to municipalities and counties via the state election administration plan that meets the requirements of the Help America Vote Act (Public Law 107–252) to enable participation by Wisconsin in federal assistance programs relating to elections.

42. As previously stated, with respect to elections, the Wisconsin State Legislature under Wisconsin Statutes § 5.05(1) delegated general authority to the Commission for the responsibility of administration of Wisconsin elections.

43. CTCL and its “partners” also sought direct contact lines of communication with WEC. For example, Michael Spitzer-Rubenstein of National Vote at Home Alliance wrote to Claire Woodall-Vogg, the Executive Director of the City of Milwaukee Election Commission: “can you connect me to Reid Magney and anyone else who might make sense at the WEC? Would you also be able to make the connection with the Milwaukee County Clerk?” (600)

44. Whether moneys are received from other sources directly or indirectly related to the administration of elections, specifically wherein those moneys are conditional affecting existing election laws, the general authority and the jurisdiction of the Commission is engaged.

45. For instance, under Section 3 of the HAVA state administration plan, the Commission is “required to conduct regular training and administer examinations to ensure

viewpoint. <https://www.washingtonpost.com/video/technology/facebook-ceo-mark-zuckerbergs-opening-statement-at-the-big-tech-hearing/2020/07/29>, last viewed April 30, 2021. Thus, CTCL’s major funder (Zuckerberg) may have had an incentive to attempt to influence the election.

that individuals who are certified are knowledgeable concerning their authority and responsibilities.”

46. Upon information and belief, in June, 2020, the Cities of Racine, Madison, Green Bay, Milwaukee and Kenosha entered into a conditional grant agreement with CTCL for \$6,324,527. (017-018; 393-394; 419-420; 487-507; 551-553)

47. Under the terms of the CTCL conditional grant agreement, the five cities adopting the conditions would be required to remit back to CTCL the entire \$6,324,527 if CTCL, at its sole discretion, determined these cities had not complied with CTCL’s terms. (017-018; 393-394; 419-420; 551-553)

48. The CTCL Agreement dated May 28, 2020, provides that the purpose of the funds CTCL provided to the cities was to “be used exclusively for the public purpose of planning safe and secure election administration in the City of Racine in 2020, and coordinating such planning with other cities in Wisconsin.” (393). The CTCL Agreement required these cities to develop a plan for their elections pursuant to the agreement by June 15, 2020:

The City of Racine, and any cities granted funds under paragraph 4, shall produce, by June 15th, 2020, a plan for a safe and secure election administration in each such city in 2020, including election administration needs, budget estimates for such assessment, and an assessment of the impact of the plan on voters.

(394)

49. Wisconsin and federal election laws establish the manner in which elections are to be conducted. The administration of those laws is within the jurisdiction of the Commission; however, the Commission’s administration of the laws must be consistent with legislative or Congressional enactments.

50. On June 15, 2020, the Wisconsin Five cities presented their plan to CTCL.

Among other things, these cities entered into agreements with CTCL to use the moneys to:

- Hire additional personnel for elections;
- Increase existing salaries for staff;
- Encourage and Increase Absentee Voting (by mail and early, in-person)
- Provide assistance to help voters comply with absentee ballot requests & certification requirements;
- Utilize secure drop-boxes to facilitate return of absentee ballots
- Deploy additional staff and/or technology improvements to expedite & improve accuracy of absentee ballot processing;
- Expand In-Person Early Voting (Including Curbside Voting); and
- Commit “to conducting the necessary voter outreach and education to promote absentee voting and encourage higher percentages of our electors to vote absentee.”

(487-507).

51. These provisions contained in the “Wisconsin Safe Voting Report,” which the Cities were required to adhere to, cannot be at or under direction of CTCL, in which case would be contrary to, or in-place of, or in addition to Wisconsin or federal election laws.

52. The “Wisconsin Safe Voting Report” (492-500) specifically provided that these Cities would promote and “encourage higher percentages of our electors to vote absentee” (493) which violates Wisconsin Statutes 6.84 (1) in which the State Legislature states:

The legislature finds that the privilege of voting by absentee ballot must be carefully regulated to prevent the potential for fraud or abuse; to prevent *overzealous solicitation of absent electors who may prefer not to participate in an election.*⁷

(emphasis added).

53. First, not all Wisconsin cities adopted and received conditional grant moneys to administer their respective 2020 general election, rather the grant money was provided to select large cities, and even to special, “targeted communities” within those cities. (34,42)

54. Second, those cities that did adopt and receive conditional grant moneys from CTCL, that is the Wisconsin Five, imposed conditions on the administration of elections from a private corporate entity when other cities had no such conditions. Hence, with the added private conditions on Kenosha’s election process, the Kenosha Complainants were within a jurisdictional boundary that affected them as a demographic group.

55. Similarly, by the Wisconsin Five cities contracting with CTCL and allied private corporations, the Wisconsin Five cities chose to favor the Wisconsin Five’s demographic groups of urban voters over all other voters in the State of Wisconsin. By these actions, the “Wisconsin Five” cities favored its urban demographic group over other non-urban Wisconsin voters in federal elections, putting the integrity of the election process in jeopardy—and thereby violating Complainants’ rights to lawful and equal elections.

56. Whitney May, Director of Government Services at CTCL, wrote to Kenosha employee Michelle Nelson and representatives of the other Wisconsin Five cities on August

⁷ The reason for Wisconsin’s policy against voting by mail or by absentee ballot is that they are widely recognized to be occasions for voter fraud. For example, the 2005 Commission on Federal Election Reform chaired by former President Jimmy Carter and former Secretary of State James Baker III concluded: ‘Absentee ballots remain the largest source of potential voter fraud,’ and “vote by mail ... increases the risk of fraud.”

18, 2020, stating, “You are the famous WI-5...excited to see November be an even bigger success for you and your teams.” (566-567).

57. Upon information and belief, on about May 28, 2020, the Racine Common Council approved the CTCL conditional grant in the amount of \$100,000 to recruit the Wisconsin Five cities, including Kenosha, to join the Wisconsin Safe Voting Plan 2020 submitted to Center for Tech and Civic Life on June 15, 2020. (393-394)

58. Upon information and belief, on about June 15, 2020, the Kenosha Common Council, as well as the other Wisconsin Five’s Common Councils, approved the Wisconsin Safe Voting Plan. (395-415)

59. Upon information and belief, on about July 24, 2020, the Kenosha Common Council adopted the CTCL conditional grant in the amount of \$862,779, as had or did the other Wisconsin Five cities, thus securing for themselves benefits not made available to the rest of the state, as well as obligating themselves to CTCL’s conditions.⁸ (551-552)

60. Upon information and belief, the CTCL conditions in the August 31, 2020 CTCL grant agreed to by Kenosha included:

- “The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in the City of Kenosha in accordance with the Wisconsin Safe Voting Plan 2020.” (551)
- Each city or county receiving the funds was required to report back to CTCL by January 31, 2021 regarding the moneys used to conduct federal elections; (552)

⁸ Only later were CTCL grants offered to other cities in Wisconsin, but only after CTCL was sued, and upon information and belief, it is not believed that the amounts were nearly as large as the grants to the Wisconsin Five cities, nor were the other cities given so much attention by CTCL or its “partners.”

- “The City of Kenosha shall not reduce or otherwise modify planned municipal spending on 2020 elections, including the budget of the City Clerk of Kenosha (‘the Clerk’) or fail to appropriate or provide previously budgeted funds to the Clerk for the term of this grant. Any amount reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.” (552)
- The City of Kenosha “shall not use any part of this grant to give a grant to another organization unless CTCL agrees to the specific sub-recipient in advance, in writing.” (552)
- “CTCL may discontinue, modify, withhold part of, or ask for the return of all or part of the grant funds if it determines, in its sole judgement, that (a) any of the above conditions have not been met or (b) it must do so to comply with applicable laws or regulations.” (552)

61. Upon information and belief, despite the stated purpose of helping to assist with a COVID-19 safe election, CTCL’s early communications with the Kenosha and the Wisconsin Five cities focused on other, apparently parallel purposes referencing other “resources” to help with: “technical assistance,” “implementation support,” “print materials,” “communications,” “adding drop boxes, and “website.” (523, 527, 554-555, 556-561)

62. Upon information and belief, even though the stated purpose of the CTCL grant was only for the “Safe Voting Plan” and “for no other purpose,” CTCL, when working with the Wisconsin Five, had other conditions that had nothing to do with COVID prevention, such as:

- Employing “voter navigators” to help voters “complete their ballots”; (030-031)
- The “voter navigators” would later be “trained and utilized as election inspectors”; (031)
- “Utilize paid social media” and “print and radio advertising” to direct voters “to request and complete absentee ballots”; (030)

- “enter new voter registrations and assist with all election certification tasks”; (030)
- “reach voters and potential voters through a multi-prong strategy utilizing ‘every door direct mail,’ targeted mail, geo-fencing, billboards radio, television, and streaming-service PSAs, digital advertising, and automated calls and texts,” and direct mail to “eligible but not registered voters”; (032)
- Assist new voters to “obtain required documents” to get valid state ID needed for voting, targeting African immigrants, LatinX residents, and African Americans; (032) and
- “facilitate Election day Registrations and verification of photo ID.” (032)

63. Upon information and belief, based on CTCL’s agenda, most of the action items had nothing to do with bringing about safe, COVID-19 free voting.

64. Upon information and belief, rather than working toward a COVID-19 safe election, the “projects” that CTCL proposed to the Wisconsin Five were to get the urban vote out. For example, in Green Bay:

- a. Adding satellite locations to “streamline onboarding process for new EIPAV [early in person absentee voting] staff [to be conducted by CTCL’s partner [The (Elections Group)]];”
- b. Adding drop boxes;
- c. Printing materials for mail ballots;
- d. Targeting communities with election information through National Vote at Home Institute’s “communication toolkit” to “support outreach around absentee voting” and to “share research insights about how to engage people who might not trust the vote by mail process...”; and
- e. Explaining this “targeting” of communications, Celestine Jeffreys wrote to Whitney May of CTCL on August 27, 2020 that “There are probably 5 organizations that are focused on working with disadvantaged populations and/or with voters directly.” (034, 042)

65. Upon information and belief, Kenosha, as one of the Wisconsin Five cities, was offered by the CTCL the same projects to engage in and did. In fact, Vicky Selkove of the City of Racine informed the representatives of the other Wisconsin 5 that “Our national funding partner, the Center for Tech & Civic Life, has one additional question area they’d like answered: **What steps can you take to update registered voters’ addresses before November? What steps can you take to register new voters? How much would each cost?**” (591, email from Vicky Selkove to Wisconsin 5 representatives, June 10, 2020).

66. Once CTCL secured agreements with the Wisconsin 5, and bound those cities to CTCL’s conditions, CTCL began introducing the Wisconsin 5 to CTCL’s “partners,” most of whom like CTCL were from other states⁹, and not necessarily knowledgeable about Wisconsin election law, or concerned about following it. Instead, as political or election mercenaries, the “partners” believed themselves to be specialists in certain election activities, and that they should convince Kenosha and the other Wisconsin 5 to go along with CTCL’s recommendations about how to conduct their election.

67. Upon information and belief, CTCL’s “partners” introduced to the Wisconsin Five included other private entities. For example, in Green Bay, the following CTCL partners were introduced:

- The National Vote At Home Institute (“VoteAtHome” or “NVAHI”) who was represented as a “technical assistance partner” who could consult about among other things, “support outreach around absentee voting,” voting machines and “curing absentee

⁹ Ryan Chew of the Elections Group was “outside” of Wisconsin. “I’ve probably missed the mark in a number of ways. It’s tough to do this from the distance of another state.” (543). Further, Mr. Chew was represented by Whitney May of CTCL to “have decades of election experience working with the Cook County Clerk in Illinois. They [Mr. Chew and Gail, also from the Elections Group] are available to discuss your dropbox plans (and more!).” (563)

ballots,” and to even take that duty (curing absentee ballots) off of the City of Green Bay’s hands. (036-049; 051-067) The NVAHI also offered advice and guidance on accepting ballots and streaming central count during election night and on the day of the count. (068-075)

- The Elections Group and Ryan Chew were represented to be able to provide “technical assistance partners to support your office” and “will be connecting with you in the coming days regarding drop boxes” and technical assistance to “support your office,” and worked on “voter outreach.” (076-078, 205, 079-081) Elections Group Guide to Ballot Boxes. (082-0121)
- Ideas42 was represented by CTCL as using “behavioral science insights” to help with communications. (392)
- Power the Polls was represented by CTCL to help recruit poll workers (122) and discuss ballot curing. (123-124)
- The Mikva Challenge was recommended to recruit high school age poll workers (125-126, 404) and then to have the poll workers to “serve as ballot couriers,” and for “ballot drop-off/voter registrations.” (125-127)
- US Digital Response was suggested to help with and then take over “absentee ballot curing,” and to “help streamline the hiring, onboarding, and management” of Green Bay’s poll workers. (128-136)
- Center for Civic Design to design absentee ballots and the absentee voting instructions, including working directly with the Commission to develop a “new envelope design” and to create “an advertising/targeting campaign.” (137-0155; 190-0201)
- Eric Ming, the Communications Director for CSME, to serve as a “communications consultant to review your [City of Green Bay] advertising plan for November.” (156-157)
- The Brennan Center which focuses on “election integrity” including “post-election audits and cybersecurity.” (158-160)
- HVS Productions to add “voter navigator” FAQs and Election Countdown Copy for the city of Green Bay. (161-166)

- Modern Selections to address Spanish language. (167-169)

68. Similar to those efforts to bring people into Green Bay to help with the election, CTCL offered Milwaukee to provide “an experienced elections staffer [from the Elections Group] that could potentially embed with your staff in Milwaukee in a matter of days and fill that kind of a role.” (626).

69. CTCL and its “partners” took advantage of the conditions Kenosha and the other Wisconsin 5 agreed to as set forth in the following communications:

- a. If you could send the procedures manual and any instructions for *ballot reconstruction*, I'd appreciate that. On my end: • By Monday, I'll have our edits on the absentee voter instructions. • We're pushing Quickbase to get their system up and running and I'll keep you updated. • I'll revise the planning tool to accurately reflect the process. (600, Michael Spitzer-Rubenstein emailing to Claire Woodall-Vogg of Milwaukee)
- b. • I'll create a flowchart for the VBM processing that we will be able to share with both inspectors and also observers. • I'll take a look at the reconstruction process and try to figure out ways to make sure it's followed. (600, Michael Spitzer-Rubenstein emailing to Claire Woodall-Vogg of Milwaukee)
- c. “That sounds like a real pain. It would be helpful to just understand the system and maybe the USDR folks can figure out a way to simplify something for you. ... if it's okay with you, they'd also like to record the screen-share to refer back to, if needed.” We're hoping there's an easier way to get the data

out of WisVote than you having to manually export it every day or week. To that end, we have two questions: 1. Would you or someone else on your team be able to do a screen-share so we can see the process for an export? 2. Do you know if WisVote has an API or anything similar so that it can connect with other software apps? That would be the holy grail (but I'm not expecting it to be that easy). (659-659A, Michael Spitzer-Rubenstein to Claire Woodall-Vogg)

- d. I know you won't have the final data on absentee ballots until Monday night but I imagine you'll want to set things up beforehand. Just let me know your timeline for doing so and if you get me the absentee data a day ahead of time and I can set things up. And as a reminder, here's what I'll need: 1) Number of ballot preparation teams 2) Number of returned ballots per ward 3) Number of outstanding ballots per ward. (673, Michael Spitzer-Rubenstein to Claire Woodall-Vogg).
- e. In order to get the data by ward, are you able to run a summary in WisVote or do you have to download all the active voters, absentee applications, etc. and then do an Excel pivot table or something similar? We added Census data and zip codes to the map and so now we're moving to figure out how we'll update this. Also, if you can send these reports (whether in summary form or just the raw data), we can put them in: Active voters, Absentee applications, Ballots received, Ballots rejected/returned to be cured. (677, Michael Spitzer-Rubenstein to Claire Woodall-Vogg).

f. “I’ll try and do a better job clarifying the current need. We are not actually using anything visual right now (though will in the future). In the state of affairs now, we are just looking for raw data. The end result of this data will be some formulas, algorithms and reports that cross reference information about ballots and the census data. For example, we want to deliver to Milwaukee + Voteathome answers to questions like “How many of age residents are also registered to vote?” or “what percentage of ballots are unreturned in areas with predominantly minorities?”. To do that, we need a clear link between address + Census Tract. We need this for all ~300k voters and the ~200k+ absentee ballots, and it needs to be able automatic as we perform more inserts. To accomplish this, we were making calls to the Census API. They allow you to pass in an address and get the Census Tract. That solution “works”, but is far too slow. Their batch solution isn’t working either.” (653-658)

70. Though some of these attempts of CTCL and its partners to take over the Wisconsin 5’s election administration may have been rebuffed, others were agreed on. The Wisconsin 5 apparently agreed that some of CTCL’s attempts were too egregious. For example, Claire Woodall-Vogg responded: “While I completely understand and appreciate the assistance that is trying to be provided, *I am definitely not comfortable having a non-staff member involved in the functions of our voter database, much less recording it.* While it is a pain to have to remember to generate a report each night and less than ideal, it takes me less than 5 minutes. Without consulting with the state, which I know they don’t have the capacity or interest in right now, I don’t think I’m comfortable having USDR get involved when it comes to our

voter database. I hope you can see where I am coming from – this is our secure database that is certainly already receiving hacking attempts from outside forces.” (659, Claire Woodall-Vogg to Michael Spitzer-Rubenstein).

71. Upon information and belief, Kenosha was offered by the CTCL the same private corporations to engage in election administration and Kenosha accepted some of the offers and conditions:

- “Center for Tech and Civic Design, who is working with WEC on envelope design.” (554)
- “NVAHI is launching a communications toolkit for election officials on August 6 to support outreach around absentee voting. (National Vote at Home Institute)” (554)
- “Communications-review the design, language, and translation of election materials produced by communications firm (Center for Civic Design)” (554, 575, 578)
- “Adding drop boxes—provide tailored guidelines and implementation support (Elections Group)” (554)
- Website help (556-451)
- “Ryan Chew, the Elections Group state lead for Wisconsin. Election Group is one of the technical assistance partners available to support your office.” (562)
- “I’m connecting you with two people from the Elections Group, Gail and Ryan (cc’d). They both have decades of election experience working with the Cook County Clerk in Illinois. They are available to discuss drop box plans (and more!). (563)
- “Here are the absentee instructions designed by CCD.” (564)
- “Here are the absentee envelopes designed by CCD.” (564)

- “Check out the attached Voter Pocket Guide that the Center for Civic Design helped design, based on our Voting in the City of Madison brochure.” (569)
- Translation services (570, 572, 574)
- “These two buckets (voter reg and absentee voting) seem like the two topic areas to focus on for voter education.” (571)
- “We have another idea for advertising.” (571)
- “I’m going to share this with the National Vote at Home contacts I have.” (571)

72. Upon information and belief, CTCL’s private corporate “partners” assumed aspects of administration of Wisconsin Five’s election processes. For example, in Green Bay, the private corporations and their employees engaged in the following aspects of election administration.

- a. Vote at Home volunteered to take curing of ballots off of a municipality’s plate; (179-181);
- b. Offered to “lend a hand” to Central Count stations; (182) Elections Group offer; (183)
- c. Offered to connect a municipality to “partners like Power the Polls” to recruit poll workers; to partner with CTCL to send out e-mails to recruit poll workers; (184)
- d. Advised the City as to using DS200 voting machines; (185-188)
- e. Provided a “voter navigator” job description; (189)
- f. Advised a municipality regarding moving the “Central Count” from City Hall to a different location, which was wired to provide election results directly to private corporate employees; (270)
- g. The Center for Civic Design offered a municipality to design the absentee voting instructions and the absentee envelopes; (190-203)
- h. The Elections Group issued a Guide to Ballot Drop Boxes, a report on Planning Drop Boxes, Voter Outreach, and Communication; (204-238)
- i. Provided advice about procedures for challenging an elector’s ballot; (239-243) and
- j. Conservation Voices and curing. (244-247)

73. Upon information and belief, Kenosha was offered by the CTCL the same private corporations engaging it the same election administration areas and accepted the offer and conditions. (554-555; 556-561; 562; 563, 564; 569, 570, 571, 572, 574, 578).

74. Upon information and belief, on or about August 18, 2020, CTCL stopped implementing its plans for the Wisconsin Five cities to use the CCD-designed absentee voter instruction and absentee voter envelopes because of the Commission's intervention.

Whitney May for Center for Tech and Civic Life wrote:

Hello everyone

Thank you for taking time to review the CCD materials and ask questions today.

CTCL is putting the brakes on operation envelope with the WI-5 because:

- WEC wants everyone in the state using the same formats.
- WEC wants complete new envelop design work next year.
- WEC shared uniform instructions today.

(566).

75. Upon information and belief, WEC was working with CTCL as a representative of the Wisconsin Five cities in an extra-governmental capacity, which is not legally authorized.

76. Upon information and belief, Whitney May of Center for Tech and Civic Life advised Kenosha's Information Coordinator Michelle Nelson on how to request from Kenosha administration additional funding for election administration and encouraging her to consult with other Wisconsin Five clerks:

Below is some language I drafted along with 2 links that may help you frame the need for more staff. And have you asked Kris in Green Bay or Tara in Racine about their staffing levels? If they have similar numbers of registered voters as Kenosha, but more staff than Kenosha, then I think that's also a way to make your case to Admin.

(576)

77. Upon information and belief, Kenosha on August 31, 2020, sought and obtained CTCL approval of purchasing 3 DS450 high speed ballot tabulators for use at Absentee Central Count locations at an amended cost of \$180,000 instead of \$172,000. (584-586)

78. Upon information and belief, Kenosha officials began reporting to CTCL of the City's efforts regarding:

- a. Voter outreach/education;
- b. Drop boxes;
- c. Poll books;
- d. Community groups; and
- e. Badger books.

(261-264 (Green Bay))

79. WEC Administrator Meagan Wolfe, regarding the Wisconsin Five's conduct alleged here, has supported the Wisconsin Five cities' claimed prerogative to adopt private corporate conditions on federal elections without approval by Congress, the state legislature and the Commission.¹⁰ She most recently stated this legal position on March 31, 2021 before the General Assembly's Campaigns and Elections Committee.¹¹

80. The Complainants believe the legal position of WEC Administrator Meagan Wolfe and the rest of the Kenosha Respondents is incorrect. Only Congress and the state legislature have legal authority to place conditions on federal elections in Wisconsin and to

¹⁰ Wisconsin Assembly Committee on Campaigns and Elections, "Informational Hearing on General Election Review." Meagan Wolfe. Mar. 31, 2021.

<https://wiseye.org/2021/03/31/assembly-committee-on-campaigns-and-elections-14/> accessed Apr. 6, 2021.

¹¹ *Id.*

approve private corporations and their employees to engage in federal election administration.

Claim

The Respondents Violated and Will Continue to Violate State Law and the Elections and Electors Clauses

81. The Wisconsin State Legislature under Wisconsin Statutes § 5.05(1) delegated general authority to the Commission for the responsibility of administration of Wisconsin elections.

82. The Wisconsin State Legislature delegates federal election authority to municipal clerks to implement Wisconsin election laws within the respective clerk's municipality. Wis. Stat. § 7.15(1).

83. In general elections held in Kenosha, the election authority of Congress, the Wisconsin state legislature, the Commission and Kenosha City Clerk was and will continue to be illegally and unconstitutionally diverted by the Respondents to entities and persons including Kenosha's Common Council, Mayor and private corporations and their employees.

84. Without Commission intervention, Kenosha's illegal and unconstitutional diversion of election authority will continue. In fact, CTCL has continued to be in contact with Kenosha and the Wisconsin 5 as recently as February and March 2021 for the purpose of brainstorming about what went well in the 2020 election, and to repeat and expand on those efforts in the 2022 and subsequent elections, even though the only reason for CTCL's 2020 grants was to ensure a safe election during the COVID pandemic. (8049-8057).

85. Notably, on December 24, 2020, the U.S. Court of Appeals for the Seventh Circuit, in rejecting the Trump campaign’s Electors Clause arguments in a Wisconsin case, suggested that the Electors Clause may apply when Wisconsin public officials usurp federal election administrative powers contrary to state law:

The Wisconsin Legislature expressly assigned to the Commission “the responsibility for the administration of ... laws relating to elections,” WIS. STAT. § 5.05(1), just as Florida’s Legislature had delegated a similar responsibility to its Secretary of State. See *Bush*, 531 U.S. at 116, 121 S.Ct. 525 (Rehnquist, C.J., concurring). Florida’s legislative scheme included this “statutorily provided apportionment of responsibility,” *id.* at 114, 121 S.Ct. 525, and three Justices found a departure from that scheme when the Florida Supreme Court rejected the Secretary’s interpretation of state law. See *id.* at 119, 123, 121 S.Ct. 525. And it was the Minnesota Secretary of State’s lack of a similar responsibility that prompted two judges of the Eighth Circuit to conclude that he likely violated the Electors Clause by adding a week to the deadline for receipt of absentee ballots. See *Carson*, 978 F.3d at 1060.

Trump v. Wisconsin Elections Commission, 983 F.3d 919, 927 (7th Cir. 2020). To be sure, in that case, the Trump campaign’s 2020 Electors Clause claims regarding “indefinitely confined” voters, endorsing the use of absentee ballot drop boxes, and best practices for correcting a witness’s address on an absentee ballot certificate were dismissed by the federal courts.

86. The claims in this matter relating to the City of Kenosha are distinguishable from those facts in the *Trump* case because these legal claims relate to the Administrator’s and Kenosha’s diversion of the election law authority of Congress, the Wisconsin State Legislature, the Commission, and the Kenosha City Clerk. In this way, the complainants’ Elections Clause and Electors Clause claims are similar to the claim considered by the three Supreme Court justices finding a “departure from that scheme” in the Florida case and the

claim considered by the two Eighth Circuit judges to be a “likely” violation of the Electors Clause in the Minnesota case. *Wisconsin Elections Commission*, 983 F.3d at 927.

87. The Respondents’ past and continuing diversion of election authority violated and continues to violate state and federal law.

Prayer for relief

WHEREFORE, Complainants respectfully request from the Commission the following relief:

- The Commission should investigate the circumstances and factual allegations asserted in this Complaint regarding the legality of Kenosha’s acts and actions juxtaposed against state and federal election laws to ascertain whether election laws were violated.
- The investigation should employ all of the Commission’s authority by compelling document production, depositions, and testimony of the Respondents, Kenosha elected officials, Kenosha election officials, Kenosha employees, Tiana Epps-Johnson and her employer Center for Tech and Civic Life, Michael Spitzer-Rubenstein and his employer National Vote at Home Institute, Ryan Chew and his employer The Elections Group, Ideas42, Power the Polls, Mikva Challenge, US Digital Response, Center for Civic Design, Eric Ming and his employer CSME, Brennan Center, HVS Productions, and Modern Selections and others involved.

- The Commission should prohibit Respondent Meagan Wolfe from any investigatory role because of a conflict of interest due to her being a Respondent.
- The Commission should issue an order requiring the Administrator, City of Kenosha and its City Clerk to conform their conduct to Wisconsin Statutes and the Election and Electors Clauses, restrain themselves from taking any action inconsistent with Wisconsin Statutes and the Election and Electors Clauses and require them to correct their actions and decisions inconsistent with Wisconsin Statutes and the Election and Electors Clauses—including prohibiting the placement of private corporate conditions on state and federal elections and the involvement of private corporation and their employees in election administration.
- The Commission should issue an order declaring that Kenosha’s private conditions on federal elections and engagement of private corporations and their employees in election administration violated state law and federal law.
- The Commission should also grant any other relief it deems proper, necessary, or just, consistent with the law and under the circumstances of this case.

The requested relief would include, but is not limited to:

- That the Commission reiterate that the Administrator may not render a decision without the approval of the Commission related to the legality of any agreement between private corporate entities and municipalities related to imposing private corporate conditions on its elections or related to private

corporations and their employees being engaged in the administration of election laws;

- That the Commission consider any further prosecutorial investigation be directed to the proper local or state authorities; and,
- Finally, if the Commission determines that election laws were violated or that the law is unclear to provide the Commission itself with the ability to determine the legalities of private corporate conditions directly or indirectly affecting the election process and administration, that the Commission should make recommendations to the State Legislature for changes to state election laws to ensure the future integrity of the election process.

Dated: May 1, 2021


Erick G. Kaardal, No. 1035141
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Email: erickson@mklaw.com
Attorneys for the Complainants

VERIFICATION

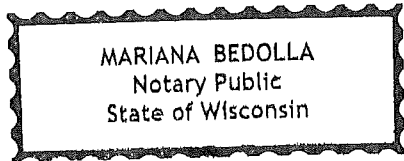
I, Brian T Thomas, being first duly sworn upon oath, state that I personally read the above verified complaint, and that the above allegations are true and correct based on my personal knowledge and, as to those stated on information and belief, I believe them to be true.

Dated: April 27, 2021

Brian T Thomas
(signature)

STATE OF WISCONSIN)
COUNTY OF Kenosha) ss.

Signed and sworn before me this April 27th, 2021, by Brian Thomas



Mariana Bedolla
Signature of Notarial Officer

Associate Banker
Title (and Rank)

My Commission Expires
April 14, 2023

My Commission Expires: _____

VERIFICATION

I, Tamara H. WEBER, being first duly sworn upon oath, state that I personally read the above verified complaint, and that the above allegations are true and correct based on my personal knowledge and, as to those stated on information and belief, I believe them to be true.

Dated: 4/27, 2021

Tamara H. Weber
(signature)

STATE OF WISCONSIN)
)ss.
COUNTY OF Kenosha)

Signed and sworn before me this April 27th, 2021, by Ryne Gorr

RYNE GORR
Notary Public
State of Wisconsin

[Signature]

Signature of Notarial Officer

Teller III (MSR)

Title (and Rank)

My Commission Expires: 10-18-2023

VERIFICATION

I, Matthew G. Augustine, being first duly sworn upon oath, state that I personally read the above verified complaint, and that the above allegations are true and correct based on my personal knowledge and, as to those stated on information and belief, I believe them to be true.

Dated: April 28, 2021

Matthew G. Augustine

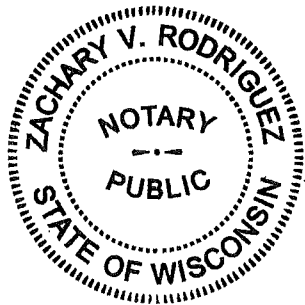
STATE OF WISCONSIN)

)ss.

COUNTY OF KENOSHA)

Signed and sworn before me this April 28, 2021, by ZACHARY RODRIGUEZ

(Seal, if any)



Zachary Rodriguez
Signature of Notarial Officer

Title (and Rank)

My Commission expires: 9-17-2024

VERIFICATION

I, Kevin E Mathewson, being first duly sworn upon oath, state that I personally read the above verified complaint, and that the above allegations are true and correct based on my personal knowledge and, as to those stated on information and belief, I believe them to be true.

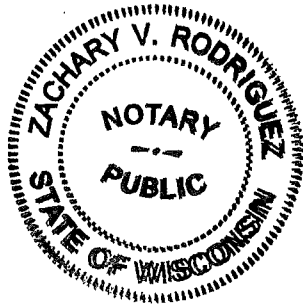
Dated: 4/28, 2021

[Signature]

STATE OF WISCONSIN)
)ss.
COUNTY OF KENOSHA)

Signed and sworn before me this APRIL 28, 2021, by ZACHARY RODRIGUEZ

(Seal, if any)



[Signature]
Signature of Notarial Officer

Title (and Rank)

My Commission expires: 9-17-2024

VERIFICATION

I, MARY MAGDALEN MOSER, being first duly sworn upon oath, state that I personally read the above verified complaint, and that the above allegations are true and correct based on my personal knowledge and, as to those stated on information and belief, I believe them to be true.

Dated: 28TH DAY OF APRIL, 2021

Mary Magdalen Moser

STATE OF WISCONSIN)

)ss.

COUNTY OF KENOSHA)

Signed and sworn before me this 28th day of April, 2021, by Mary Magdalen Moser

(Seal, if any)

Jana Skarek
Signature of Notarial Officer

Title (and Rank)

My Commission expires: 4/30/21

VERIFICATION

I, Pamela A. Mundling, being first duly sworn upon oath, state that I personally read the above verified complaint, and that the above allegations are true and correct based on my personal knowledge and, as to those stated on information and belief, I believe them to be true.

Dated: 29 April, 2021

Pamela A. Mundling

STATE OF WISCONSIN)
)ss.
COUNTY OF KENOSHA)

Signed and sworn before me this 29th, 2021, by Marjorie L. Gunhus

(Seal, if any)

Marjorie L. Gunhus
Signature of Notarial Officer

Marjorie L. Gunhus
State of Wisconsin
Notary Public

Administrative Assistant
Title (and Rank)

My Commission expires: 3/21/2024