

BEFORE THE  
STATE OF WISCONSIN  
ELECTIONS COMMISSION

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MARTIN PRUJANSKY et al.,

Complainants,

v.

Case No. EL 21-29

MEAGAN WOLFE et al.,

Respondents.

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**ADMINISTRATOR MEAGAN WOLFE'S RESPONSE TO COMPLAINT  
AND MOTION TO DISMISS ALL CLAIMS AGAINST HER**

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Respondent Meagan Wolfe, in her official capacity as Administrator of the Wisconsin Elections Commission, answers the Complaint filed by Complainants Martin Prujansky, Mary Imhof Prujansky, Kenneth Brown, Brooke Hesse, and Dale Giles, and hereby ADMITS, DENIES, and ALLEGES as follows:

**INTRODUCTION**

Administrator Wolfe responds as follows to the allegations in the Introduction section of the Complaint:

In response to the last sentence of the first paragraph of the Introduction section, Administrator Wolfe ADMITS that she gave legislative hearing

testimony before the General Assembly's Campaigns and Elections Committee on March 31, 2021. DENIES all other factual allegations in the sentence. Further ALLEGES that any documents or recorded statements referred to in that sentence and its footnote speak for themselves, and DENIES any characterization of them contrary to their express terms. Additionally ALLEGES that, in her March 31, 2021, hearing testimony to the Assembly Committee on Campaigns and Elections, the Administrator stated that she could not offer her opinion or speculate on actions of individual municipalities and that it would be outside her statutory or delegated authority to determine if a municipality has acted lawfully. DENIES that the Administrator has supported or endorsed any activities contrary to federal law, state law, or directives of the Commission.

ADMITS the allegation on pages 3–4 that “[t]he Commission . . . never opined on the legality of private corporate conditions affecting existing election laws.” ALLEGES that a complaint was filed with the Commission in 2020 questioning whether some jurisdictions could accept and use private grant funds. The Commission dismissed that complaint in part because the grant funding issues it raised were not covered by any of the election statutes in Wis. Stat. chs. 5–10 and 12 that are administered by the Commission.

DENIES the allegation on page 4 that “the Administrator’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 municipality of Racine.” ALLEGES that the Administrator did not make any determinations as to (1) the legality of actions or communications by municipal officials related to municipal acceptance or use of private grant funds; or (2) any relations between municipal officials and outside consultants.

DENIES the allegation on page 4 that Administrator Wolfe has taken the “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.”

In response to the allegation on page 4 that “the Administrator may not render a 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,” OBJECT that the phrase “render a decision” is too vague and ambiguous to permit a responsive pleading. ALLEGES that the Administrator has taken the position that it would be outside her statutory or delegated authority to determine if a municipality has acted lawfully, and that she stated that position in her March 31, 2021, hearing testimony to the Assembly Committee on Campaigns and Elections. To the extent further response is required, DENIES the allegation.

LACKS knowledge or information sufficient to form a belief as to the truth of any other factual allegations in the introductory section, and thus DENIES.

ALLEGES that all statutes, constitutional provisions, court opinions, and any other sources of law referenced in the introductory section speak for themselves, and DENIES any characterization of them contrary to their express terms.

Otherwise, ALLEGES that the introductory section contains only legal conclusions to which no responsive pleading is required.

### **Complainants**

1. Martin Prufansky is a Wisconsin elector residing at 1635 College Avenue, Racine, Wisconsin 53403.

LACKS knowledge or information sufficient to form a belief as to the truth of the factual allegations in this paragraph, and thus DENIES.

2. Mary Imhof Prufansky is a Wisconsin elector residing at 1635 College Avenue, Racine, Wisconsin 53403.

LACKS knowledge or information sufficient to form a belief as to the truth of the factual allegations in this paragraph, and thus DENIES.

3. Kenneth Brown is a Wisconsin elector residing at 217 Gaslight Circle, Racine, Wisconsin 53404 with a mailing address of 341 Main Street #8, Racine WI 53408.

LACKS knowledge or information sufficient to form a belief as to the truth of the factual allegations in this paragraph, and thus DENIES.

4. Brooke Hesse is a Wisconsin elector residing at 3920 16th Street, Racine, Wisconsin 55405.

LACKS knowledge or information sufficient to form a belief as to the truth of the factual allegations in this paragraph, and thus DENIES.

5. Dale Giles is a Wisconsin elector residing at 2218 Jerome Blvd., Racine, Wisconsin 53403.

LACKS knowledge or information sufficient to form a belief as to the truth of the factual allegations in this paragraph, and thus DENIES.

6. Meagan Wolfe is the Administrator of the Commission.

ADMITS.

7. Respondent Cory Mason is the Mayor of the City of Racine.

ADMITS.

8. Respondent Tara Coolidge is the Racine City Clerk.

ADMITS.

### **Statement of Facts**

9. 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).

ALLEGES that the statute and court opinion referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, ALLEGES that this paragraph contains only legal conclusions to which no responsive pleading is required.

10. 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 ...

ALLEGES that the statute referred to in this paragraph speaks for itself, and DENIES any characterization of it contrary to its express terms. Otherwise, ALLEGES that this paragraph contains only legal conclusions to which no responsive pleading is required.

11. 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).

ALLEGES that the statutes and constitutional provisions referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, ALLEGES that this paragraph contains only legal conclusions to which no responsive pleading is required.

12. 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 choosing Senators.

U.S. Const., Art. I, § 4, cl. 1.

ALLEGES that the constitutional provision referred to in this paragraph speaks for itself, and DENIES any characterization of it contrary to its express terms. Otherwise, ALLEGES that this paragraph contains only legal conclusions to which no responsive pleading is required.

13. 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.

ALLEGES that the constitutional provision referred to in this paragraph speaks for itself, and DENIES any characterization of it contrary to its express terms. Otherwise, ALLEGES that this paragraph contains only legal conclusions to which no responsive pleading is required.

14. 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.

ALLEGES that the constitutional provisions referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, ALLEGES that this paragraph contains only legal conclusions to which no responsive pleading is required.

15. The City of Racine is incorporated under Wisconsin Statutes chapter 62.

ADMITS.

16. 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).

ALLEGES that the court opinion referred to in this paragraph speaks for itself, and DENIES any characterization of it contrary to its express terms. Otherwise, ALLEGES that this paragraph contains only legal conclusions to which no responsive pleading is required.

17. 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)

ADMITS that the Center for Tech and Civic Life (CTCL) is a private non-profit organization headquartered in Chicago, Illinois. ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.



18. 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.

ALLEGES that the article referred to in a footnote to this paragraph speaks for itself, and DENIES any characterization of it contrary to its express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

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

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

20. Certain urban local governments receiving CTCL grants agreed to the conditions of the grant in exchange for receiving CTCL moneys. (017–018; 393–394; 419–420)

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

21. These grants are contracts between each local government and CTCL. (017–018; 393–394; 419–420)

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES. To the extent the paragraph contains legal conclusions, ALLEGES that no responsive pleading is required.

22. 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)

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

23. 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 how those moneys were spent in the conduct of the 2020 election. (018; 393; 419)

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form

a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

24. Upon information and belief, Racine Mayor Cory Mason communicated with CTCL about Racine and other Wisconsin cities accepting private corporate conditions on state and federal elections. (393–394)

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

25. Upon information and belief, Racine Mayor Cory Mason coordinated on accepting private corporate conditions on state and federal elections with Green Bay Mayor Genrich, Kenosha Mayor John Antaramian, 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)

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

26. After the Wisconsin Five mayors began meeting, in early July 2020, CTCL issued a \$100,000 grant to the City of Racine to recruit other Wisconsin cities to join what the other four recruited cities and Racine would refer to as the "Wisconsin Safe Voting Plan." (393–394)

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

27. Upon information and belief, Racine Mayor Cory Mason communicated with Mayors of other Wisconsin cities, including Green Bay, Madison, Milwaukee and Kenosha, about the \$100,000 grants and accepting private corporate conditions on state and federal elections. (393–394)

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

28. CTCL authorized the City of Racine to distribute from the \$100,000 grant, \$10,000 to each of the four recruited cities (keeping \$60,000 for itself), as an incentive for the Wisconsin Five Cities to participate in the CTCL conditional grants. (393–394).

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their

express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

29. The four cities Racine and its Mayor successfully recruited were Green Bay, Madison, Milwaukee, and Kenosha. (393–394; 395–415)

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

30. The so called “Wisconsin Safe Voting Plan” was a grant application designed for the recruited five cities, Green Bay, Racine, Madison, Milwaukee, and Kenosha to request CTCL grant funding to support election administration activities during the COVID-19 pandemic. (395–415).

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

31. The “Safe Voting Plan” was developed “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.” (395–415).

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

32. The Cities of Madison, Green Bay, Racine, Kenosha and Milwaukee entered into the conditional grant agreements with CTCL. (394–415).

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

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

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form

a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

34. However, it is the Commission that can provide “aid” to cities and counties for the administration of elections. Wis. Stat. §5.05(11).

ALLEGES that the statute referred to in this paragraph speaks for itself, and DENIES any characterization of it contrary to its express terms. Otherwise, ALLEGES that this paragraph contains only legal conclusions to which no responsive pleading is required.

35. 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.

ALLEGES that the statutes referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, ALLEGES that this paragraph contains only legal conclusions to which no responsive pleading is required.

36. 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.

ALLEGES that the statute referred to in this paragraph speaks for itself, and DENIES any characterization of it contrary to its express terms.

Otherwise, ALLEGES that this paragraph contains only legal conclusions to which no responsive pleading is required.

37. 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.

ALLEGES that any election laws referenced in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Further ALLEGES that the grant funding issues raised in this complaint are not covered by any of the election statutes in Wis. Stat. chs. 5–10 and 12 that are administered by the Commission. Otherwise, this paragraph contains only legal conclusions to which no responsive pleading is required.

38. For instance, under Section 3 of the HAVA state administration plan, the Commission is “required to conduct regular training and administer examinations to ensure that individuals who are certified are knowledgeable concerning their authority and responsibilities.”

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES. As to any legal conclusions, ALLEGES that no responsive pleading is required.



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

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

40. 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)

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

41. The CTCL Agreement 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.” (017, 393, 419). The CTCL Agreement required these cities to develop a plan for their elections pursuant to the agreement by June 15, 2020. (017-018; 393–394; 419–420)

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

42. 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 administration must also be consistent with legislative or Congressional enactments.

ALLEGES that the laws referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, ALLEGES that this paragraph contains only legal conclusions to which no responsive pleading is required.

43. 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.”

(395–415).

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

44. 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.

ALLEGES that the documents and laws referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, ALLEGES that this paragraph contains only legal conclusions to which no responsive pleading is required.

45. The “Wisconsin Safe Voting Report” (400–411) specifically provided that these Cities would be “promoting” and “encouraging higher percentages of our electors to vote absentee” 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.*

(320-328) (emphasis added).

ALLEGES that the documents and statutes referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, ALLEGES that this paragraph contains only legal conclusions to which no responsive pleading is required.

In response to the footnote to this paragraph, ALLEGES that the document referred to in the footnote speaks for itself, and DENIES any characterization of it contrary to its express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the footnote, and thus DENIES. As to any legal conclusions in the footnote, ALLEGES that no responsive pleading is required.

46. First, not all Wisconsin cities adopted and received conditional grant moneys to administer their respective 2020 general election.

LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

47. 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 Racine's election process, the Racine Complainants were within a jurisdictional boundary that affected them as a demographic group.

LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in this paragraph and thus DENIES. As to any legal conclusions, ALLEGES that no responsive pleading is required.

48. 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 violating Complainants' rights to lawful and equal elections.

LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in this paragraph and thus DENIES. As to any legal conclusions, ALLEGES that no responsive pleading is required.

49. Whitney May, Director of Government Services at CTCL, wrote to Racine City Clerk Tara Coolidge and representatives of the other Wisconsin Five cities on August 18, 2020, stating, "You are the famous WI-5 ... excited to see November be an even bigger success for you and your teams." (139-141).

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form

a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

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

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

51. Upon information and belief, on about June 15 , 2020, the Council approved the Wisconsin Safe Voting Plan. (395-415)

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

52. Upon information and belief, on about August 31, 2020, the Council approved the Wisconsin Safe Voting Plan and adopted the CTCL conditional grant in the amount of \$657,000. ( 419-420)

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their

express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

53. Upon information and belief, the CTCL conditions in the August 31, 2020 CTCL grant agreed to by Racine 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 Racine in accordance with the Wisconsin Safe Voting Plan 2020.” (419)
- 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; (420)
- “The City of Racine shall not reduce or otherwise modify planned municipal spending on 2020 elections, including the budget of the City Clerk of Racine (‘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.” (420).
- The City of Racine “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.” (419)
- “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.” (420).

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their

express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

54. Upon information and belief, despite the stated purpose of helping to assist with a COVID-19 safe election, CTCL's early communications with the Wisconsin cities such as Green Bay focused on other, apparently parallel purposes referencing other "resources" to help with: "outgoing and return absentee envelopes," a "Communications Toolkit" from National Vote at Home Institute, and identifying "voters of color" and "determin[ing] voter sentiment in regards to vote by mail." ((017-018, 037)

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

55. 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)

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

56. 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.

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

57. Upon information and belief, rather than working toward a COVID-19 safe election, the “projects” that CTCL proposed 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)

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

58. Upon information and belief, Racine was offered by the CTCL the same projects to engage in and did.

LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

59. 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 ballots,” and to even take that duty (curing absentee ballots) off of the City of Racine’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 Racine’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 Racine] 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)

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms.

In response to the fifth bullet point, ALLEGES that WEC staff proposed a new envelope design to the Commission. In that design process, WEC hired CCD to provide training to assist WEC in conducting its own usability studies with voters as WEC staff redesigned the envelope. The Commission ultimately decided not to adopt the proposed new envelope design and to pause the

redesign project until after the 2020 election. The envelope redesign project was unrelated to any interactions between CCD or CTCL and any of the municipal respondents in this matter.

Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

60. Upon information and belief, Racine was offered by the CTCL the same projects to engage in and did.

LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

61. Upon information and belief, CTCL's private corporate "partners" assumed aspects of administration of Wisconsin Five's election processes. For example, in Green Bay, y, 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 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)

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

62. Upon information and belief, Racine was offered by the CTCL the same projects to engage in and did.

LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

63. Upon information and belief, Racine purchased with CTCL funds a "mobile voting precinct" which is legally unauthorized.

LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES. As to any legal conclusions, ALLEGES that no responsive pleading is required.

64. Upon information and belief, Racine 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)

ALLEGES that any documents referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, LACKS knowledge or information sufficient to form a belief as to the truth of any factual allegations in the paragraph, and thus DENIES.

65. 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. She most recently stated this legal position on March 31, 2021 before the General Assembly's Campaigns and Elections Committee.

Administrator Wolfe ADMITS that she gave legislative hearing testimony before the General Assembly's Campaigns and Elections Committee on March 31, 2021. DENIES all other factual allegations in the paragraph. Further ALLEGES that any documents or recorded statements referred to in

this paragraph and its footnotes speak for themselves, and DENIES any characterization of them contrary to their express terms. Additionally ALLEGES that, in her March 31, 2021, hearing testimony to the Assembly Committee on Campaigns and Elections, the Administrator stated that she could not off her opinion or speculate on actions of individual municipalities and that it would be outside her statutory or delegated authority to determine if a municipality has acted lawfully. DENIES that she has supported or endorsed any activities contrary to federal law, state law, or directives of the Commission. As to any other legal conclusions in the paragraph, ALLEGES that no responsive pleading is required.

66. The Complainants believe the legal position of WEC Administrator Meagan Wolfe and the rest of the Respondents is incorrect. Only Congress and the state legislature have legal authority to place conditions on federal elections in Wisconsin and to approve private corporations and their employees to engage in federal election administration.

In response to the first sentence of the paragraph, DENIES that the Complainants have fully or accurately characterized any legal position the Administrator has taken. ALLEGES that the Administrator did not make any determinations as to (1) the legality of actions or communications by municipal officials related to municipal acceptance or use of private grant funds; or (2) any relations between municipal officials and outside consultants. Further ALLEGES that, in her March 31, 2021, hearing testimony to the Assembly



Committee on Campaigns and Elections, the Administrator stated that she could not offer her opinion or speculate on actions of individual municipalities and that it would be outside her statutory or delegated authority to determine if a municipality has acted lawfully. DENIES that the Administrator has supported or endorsed any activities contrary to federal law, state law, or directives of the Commission.

ALLEGES that the second sentence in the paragraph contains only legal conclusions for which no responsive pleading is required.

### Claim

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

ALLEGES that the statute referred to in this paragraph speaks for itself, and DENIES any characterization of it contrary to its express terms. Otherwise, ALLEGES that this paragraph contains only legal conclusions to which no responsive pleading is required.

68. 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).

ALLEGES that the statute referred to in this paragraph speaks for itself, and DENIES any characterization of it contrary to its express terms.

Otherwise, ALLEGES that this paragraph contains only legal conclusions to which no responsive pleading is required.

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

Administrator Wolfe DENIES that she has engaged in, supported, or endorsed any activities contrary to federal law, state law, or directives of the Commission. As to all other legal conclusions in the paragraph, ALLEGES that no responsive pleading is required.

70. Without Commission intervention, Racine's illegal and unconstitutional diversion of election authority will continue.

ALLEGES that this paragraph contains only legal conclusions to which no responsive pleading is required.

71. 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.

ALLEGES that all court opinions, statutes, and constitutional provisions referred to in this paragraph speak for themselves, and DENY any characterization of them contrary to their express terms. Otherwise, ALLEGES that this paragraph contains only legal conclusions to which no responsive pleading is required.

72. The claims in this matter relating to the City of Racine are distinguishable from those facts in the *Trump* case because these legal claims relate to the Commission's and Racine's diversion of the election law authority of Congress, the Wisconsin State Legislature, the Commission, and the Racine 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.

Administrator Wolfe DENIES that she has engaged in, supported, or endorsed any activities contrary to federal law, state law, or directives of the

Commission. ALLEGES that all court opinions and constitutional provisions referred to in this paragraph speak for themselves, and DENIES any characterization of them contrary to their express terms. Otherwise, ALLEGES that this paragraph contains only legal conclusions to which no responsive pleading is required.

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

Administrator Wolfe DENIES that she has engaged in, supported, or endorsed any activities contrary to federal law, state law, or directives of the Commission. Otherwise, ALLEGES that this paragraph contains only legal conclusions to which no responsive pleading is required.

### **MOTION TO DISMISS**

Administrator Wolfe hereby MOVES for an order dismissing all claims against her in this matter on the grounds that the Complaint fails to state a claim against her on which relief can be granted. The basis for this motion is set out in Administrator Meagan Wolfe's Brief in Support of Motion to Dismiss All Claims Against Her in the Five Complaints, which is being simultaneously filed.

**WHEREFORE**, Administrator Wolfe respectfully asks the Commission to enter an order in her favor and against the Complainants, denying all the relief sought against her and dismissing all claims against her in their entirety.

Dated at Madison, Wisconsin this 15th day of June 2021.

SIGNING AS TO ALL LEGAL ARGUMENT:

JOSHUA L. KAUL  
Attorney General of Wisconsin



THOMAS C. BELLAVIA  
Assistant Attorney General  
State Bar #1030182

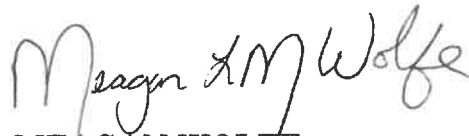
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SIGNING AND CERTIFYING AS TO ALL FACTUAL STATEMENTS:

"I, Meagan Wolfe, being first duly sworn upon oath, state that I personally read the above answer and that the above factual statements in response to the complaint are true and correct based on my personal knowledge."



MEAGAN WOLFE  
Administrator, Wisconsin Elections  
Commission

Respondent

Subscribed and sworn to before me  
this 15<sup>th</sup> day of ~~January~~  
June 2021.



Notary Public, State of Wisconsin

My Commission expires: 03/02/2021

