

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

STATE OF CONNECTICUT,

Plaintiff,

v.

KALSHIEX LLC,

Defendant.

Case No.: _____
(Removed from Connecticut Super. Ct.,
Case No: HHD-CV26-6230345-S)

NOTICE OF REMOVAL

Defendant KalshiEX LLC (“Kalshi”) hereby removes the above-captioned action from the Superior Court of the State of Connecticut, Judicial District of Hartford, to the United States District Court for the District of Connecticut pursuant to 28 U.S.C. §§ 1331, 1441, and 1442. Subject matter jurisdiction is present under 28 U.S.C. §§ 1331 and 1442.

By filing this Notice of Removal, Kalshi does not waive any defenses it has to this action, whether in state or federal court, including, but not limited to, improper service of process and/or lack of personal jurisdiction. Kalshi reserves the right to amend or supplement this Notice of Removal.

In support of its Notice of Removal, Kalshi states as follows:

I. BACKGROUND

A. Kalshi and Federally Regulated Prediction Markets

1. Kalshi is a financial services company that operates a federally regulated derivatives exchange and prediction market on which users can buy and sell financial products known as “event contracts.” Event contracts allow users to take “yes” or “no” positions on the outcome of specified events, such as which candidate will win an election or whether the seasonally adjusted unemployment rate reported by the Bureau of Labor Statistics will exceed a

certain percentage. Kalshi also offers event contracts based on sporting, cultural, electoral, and other events. Event contracts are a type of “swap” within the meaning of the Commodity Exchange Act of 1936, 7 U.S.C. § 1 et seq. (“CEA”). *See* 7 U.S.C. § 1a(47)(A)(ii) (defining “swap” to include “any agreement, contract, or transaction . . . that provides for any . . . payment[] or delivery . . . that is dependent on the occurrence, nonoccurrence, or the extent of the occurrence of an event or contingency associated with a potential financial, economic, or commercial consequence”); *KalshiEX, LLC v. Flaherty (Flaherty II)*, 172 F.4th 220, 226 (3d Cir. 2026) (“‘[S]wap’ includes event contracts.”).

2. Kalshi’s exchange operates as a designated contract market (“DCM”) pursuant to an order of the Commodity Futures Trading Commission (“CFTC”).¹ Under the CEA, the CFTC has exclusive jurisdiction to regulate transactions, including swap transactions, on DCMs. *See* 7 U.S.C. § 2(a)(1)(A); *see also Flaherty II*, 172 F.4th at 226 (“The [CEA] preempts state laws that directly interfere with swaps traded on DCMs. Kalshi’s [event contracts] are swaps traded on a CFTC-licensed DCM, so the CFTC has exclusive jurisdiction.”); *Merrill Lynch, Pierce, Fenner & Smith, Inc. v. Curran*, 456 U.S. 353, 386 (1982) (with the CEA, “the Commission was given exclusive jurisdiction over commodity futures trading”).

3. Through this Action, Connecticut seeks to radically upend and undermine the structure put into place by Congress in the CEA. Rather than respect the exclusive federal jurisdiction of the CFTC, Connecticut instead seeks to displace it and regulate Kalshi’s offering of event contracts on its federally regulated exchange by alleging that Kalshi is violating Connecticut law.

¹ *See* CFTC, *CFTC Designates KalshiEX as a Contract Market*, Release No. 8302-20 (Nov. 4, 2020), <https://www.cftc.gov/PressRoom/PressReleases/8302-20>; Order, *In re KalshiEX LLC for Designation as a Contract Market* (Nov. 3, 2020), <https://www.cftc.gov/filings/documents/2020/orgkexkalshidesignation201103.pdf>.

4. Connecticut's Action thus presents both a clear and disputed federal question—whether a state can turn the CEA into a dead letter by barring the operation of a federally regulated DCM by alleging claims that necessarily raise federal law—and an issue implicating the power of a federal officer, since it would undermine the CFTC's grant of a property right (DCM designation) to Kalshi. Both are grounds for removal.

B. The Complaint in this Action

5. On August 26, 2026, the State of Connecticut filed a Complaint against Kalshi in the Superior Court of the State of Connecticut, Judicial District of Hartford. Connecticut filed this Complaint together with an application for an ex parte temporary injunction without notice and an order to show cause, even though the State is already litigating this exact controversy—the State's authority to enforce its gaming laws against Kalshi's federally regulated sports event contracts—in federal court. *See KalshiEX LLC v. Cafferelli (Cafferelli)*, No. 25-cv-2016 (D. Conn.), *appeal docketed*, No. 26-2239 (2d Cir.) (*Cafferelli II*). In that proceeding, the U.S. District Court for the District of Connecticut denied Kalshi's motion for a preliminary injunction against enforcement of these same state gaming laws on August 10, 2026, *Cafferelli*, Dkt. No. 94, and denied Kalshi's motion for an emergency injunction pending appeal on August 16, 2026, *Cafferelli*, Dkt. No. 99. Thereafter, Kalshi sought an emergency injunction pending appeal from the Second Circuit, *Cafferelli II*, Dkt. No. 23.1, which the court has not yet ruled on. Copies of the State's Complaint and motion papers are attached hereto as Exhibits A-G. No other process, pleadings, or orders have been filed in this action to Kalshi's knowledge.

6. Connecticut purports to state a claim against Kalshi under Conn. Gen. Stat. § 12-861(c) for facilitating access to federally regulated event contracts subject to the CFTC's exclusive jurisdiction.

7. Connecticut claims that Kalshi is offering “illegal sports wagers in Connecticut” without complying with state gambling laws. Ex. A ¶ 1. Specifically, Connecticut alleges that Kalshi’s sports event contracts constitute unlicensed “sports wagering” under Conn. Gen. Stat. § 12-850(34), and that they are illegal under Conn. Gen. Stat. § 53-278b. Ex. A ¶¶ 102-04, 107. Connecticut further alleges violations of the Connecticut Unfair Trade Practices Act (“CUTPA”) premised on the public policies embodied in Conn. Gen. Stat. §§ 52-553, 12-684, 12-685(13), 12-850(32), 12-863 *et seq.*, 12-871, and in Regs. Conn. State Agencies §§ 12-865-11, -27(d), and -28. Ex. A ¶¶ 107-120.

8. As relief, Connecticut seeks an order and judgment (1) temporarily and permanently enjoining Kalshi from “further offering any sports wagering service or other conduct for which a license is required under Title 12 of the Connecticut General Statutes”; (2) “requiring disgorgement of all revenues received by Kalshi through its unlawful operation of a sports wagering service or other conduct for which a license was required” or “disgorgement in the amount of all taxes, fees, and contributions which Kalshi, were it a licensee, would have been obligated to remit”; (3) temporarily and permanently enjoining Kalshi from “further violation of General Statutes § 42-110b(a)”; (4) directing Kalshi to pay restitution; (5) directing Kalshi to pay civil penalties for “each willful violation of General Statutes § 42-110o(b)”; (6) directing Kalshi to “disgorge all revenues, profits and gains achieved in whole or in part through the unfair and/or deceptive acts or practices”; (7) granting an award of attorneys’ fees; and (8) granting any other relief that the Connecticut state court deems proper. Ex. A at 22.

C. Kalshi and Connecticut Are Already Litigating Identical Issues in Federal Court

9. This Action raises federal-law questions that are identical to those Kalshi, the CFTC, the United States, and other states have been litigating in federal courts nationwide for

months—including in this very Court and several other district courts in this Circuit. *See, e.g., KalshiEX LLC v. Cafferelli*, No. 25-cv-2016 (D. Conn.), *appeal docketed*, No. 26-2239 (2d Cir.); *United States v. Connecticut*, No. 26-cv-498 (D. Conn. Apr. 2, 2026); *see also KalshiEX LLC v. Williams*, No. 26-1835 (2d Cir.); *KalshiEX LLC v. Martin*, No. 25-1892 (4th Cir.); *KalshiEX LLC v. Schuler*, No. 26-3196 (6th Cir.); *KalshiEX LLC v. Orgel*, No. 26-5235 (6th Cir.); *United States v. Wisconsin*, No. 26-2675 (7th Cir.); *KalshiEX, LLC v. Assad*, No. 25-7516 (9th Cir.); *KalshiEX LLC v. Cox*, No. 26-4100 (10th Cir.); Order at 1, *KalshiEX LLC v. Schuler*, No. 26-3196 (6th Cir. Apr. 24, 2026), Dkt. No. 26-2 (noting that “Kalshi has raised serious questions on the merits” and “courts have reached conflicting conclusions”; denying Kalshi’s request for relief “[a]t this early stage”). Most directly, Kalshi has already sued the Department of Consumer Protection and its Commissioner, Bryan Cafferelli, in federal court to enjoin enforcement of the very same state gaming laws at issue in the State’s Complaint here. *KalshiEX LLC v. Cafferelli*, No. 3:25-cv-02016 (D. Conn.) (Oliver, J.), *appeal docketed*, No. 26-2239 (2d Cir.). That litigation concerns the identical core question—whether the State may enforce Connecticut’s gambling laws against Kalshi’s contracts, or whether the CFTC’s exclusive jurisdiction over designated contract markets preempts that enforcement—and remains pending in this Court before Judge Oliver.

10. Courts across the country continue to actively adjudicate the federal-law issues presented by the Action. The Third Circuit—the only court of appeals to have decided the question—held that the CEA “preempts otherwise applicable state laws that purport to regulate sports-related event contracts on CFTC-licensed DCMs,” and affirmed a preliminary injunction barring New Jersey from enforcing its gambling laws against Kalshi. *See Flaherty II*, 172 F.4th at 228, 230, 232. In addition to Kalshi’s recent appeal in the Second Circuit, appeals raising the same or similar issues remain pending in the Fourth, Sixth, Seventh, Ninth and Tenth Circuits.

See, e.g., KalshiEX LLC v. Cafferelli, No. 26-2239 (2d Cir.); *KalshiEX LLC v. Williams*, No. 26-1835 (2d Cir.); *KalshiEX LLC v. Martin*, No. 25-1892 (4th Cir.); *KalshiEX LLC v. Schuler*, No. 26-3196 (6th Cir.); *KalshiEX LLC v. Orgel*, No. 26-5235 (6th Cir.); *KalshiEX LLC v. Wisconsin*, No. 26-2675 (7th Cir.); *KalshiEX LLC v. Assad*, No. 25-7516 (9th Cir.); *KalshiEX LLC v. Cox*, No. 26-4100 (10th Cir.). District courts have recently found that the CEA preempts otherwise applicable state laws that purport to regulate sports-related event contracts on CFTC-licensed DCMs. *See KalshiEX LLC v. Orgel*, 2026 WL 474869, at *7 (M.D. Tenn. Feb. 19, 2026), *appeal docketed*, No. 26-5235 (6th Cir. Mar. 23, 2026); *KalshiEX LLC v. Johnson*, 2026 WL 1223373, at *3 (D. Ariz. May 5, 2026) (granting the CFTC a preliminary injunction barring enforcement of materially identical state gambling laws against Kalshi); *KalshiEX LLC v. Flaherty*, 2025 WL 1218313, at *6 (D.N.J. Apr. 28, 2025), *aff'd*, 172 F.4th 220 (3d Cir. 2026). And just last month, the District of Minnesota enjoined enforcement of a Minnesota law regulating event contracts as unlawful “wager[s],” rejecting arguments similar to those Connecticut advances here. *See United States v. Minnesota*, 2026 WL 2150211, at *5, *18 (D. Minn. July 27, 2026).

11. The CFTC and the U.S. Department of Justice (“DOJ”) also recently filed suit in eight states to enjoin those states from enforcing state laws against DCMs on preemption grounds, intervened in an action against the state of Rhode Island, and submitted amicus briefs in multiple appellate courts making the same points. *See generally* Compl., *United States v. Arizona*, No. 2:26-cv-02246 (D. Ariz. Apr. 2, 2026), Dkt. No. 1; Compl., *United States v. Connecticut*, No. 3:26-cv-00498 (D. Conn. Apr. 2, 2026) (“CT Compl.”), Dkt. No. 1; Compl., *United States v. Illinois*, No. 1:26-cv-3659 (N.D. Ill. Apr. 2, 2026), Dkt. No. 1; Compl., *United States v. New York*, No. 1:26-cv-3404 (S.D.N.Y. Apr. 24, 2026), Dkt. No. 1; Compl., *United States v. Wisconsin*, No. 2:26-cv-749 (E.D. Wis. Apr. 28, 2026), Dkt. No. 1; Compl., *United States v. Minnesota*, No. 0:26-cv-

2661 (D. Minn. May 19, 2026), Dkt. No. 1; Compl., *United States v. New Mexico*, No. 26-cv-1912 (D.N.M. June 12, 2026), Dkt. No. 1; Compl., *United States v. Kentucky*, No. 3:26-cv-00049 (E.D. Ky. June 23, 2026), Dkt. No. 1; Intervenor Compl., *KalshiEX LLC v. Furcolo*, No. 1:26-cv-00327 (D.R.I. June 26, 2026), Dkt. No. 37; *see also* Amicus Brief of CFTC at 19, 21, *N. Am. Derivatives Exch., Inc. v. Nevada*, No. 25-7187 (9th Cir. Feb. 17, 2026), Dkt. No. 38.2 (“CFTC CA9 Amicus Br.”) (confirming that the CEA’s exclusive jurisdiction provision “preempts application of state gambling laws to event contracts trad[ed] on DCMs” and that sports event contracts fall “comfortably” within the CFTC’s exclusive jurisdiction); Amicus Brief of CFTC, *KalshiEX LLC v. Schuler*, No. 26-3196 (6th Cir. May 12, 2026), Dkt. No. 31; Amicus Brief of CFTC, *Commonwealth v. KalshiEX LLC*, No. SJC-13906 (Mass. Apr. 24, 2026), Dkt. No. 38. Recently, a federal court granted a preliminary injunction enjoining Arizona state regulators, at the request of the CFTC and DOJ, from proceeding with any criminal or civil actions to enforce their preempted state gaming laws against DCMs. *KalshiEX LLC v. Johnson*, 2:26-cv-01715, Dkt. 96 (D. Ariz. May 5, 2026).

12. Plaintiff’s rush to file this Action ignores that whether the CEA preempts state gambling regulations “raise[s] serious questions,” *KalshiEX, LLC v. Hendrick*, 2025 WL 3286282, at *12 (D. Nev. Nov. 24, 2025), appeal filed, No. 25-7516 (9th Cir. Nov. 28, 2025), which have divided the federal courts. *See Flaherty II*, 172 F.4th at 231 (affirming preliminary injunction in Kalshi’s favor and holding state gambling laws preempted); *KalshiEX LLC v. Johnson*, 2026 WL 1223373, at *8 (D. Ariz. May 5, 2026) (enjoining state enforcement action against Kalshi because Kalshi and the CFTC “are likely to succeed on their claim that the CEA preempts [state]’s enforcement of its gambling laws against operators of DCMs that offer event contracts”); *KalshiEX LLC v. Flaherty*, 2025 WL 1218313, at *6-8 (D.N.J. Apr. 28, 2025) (holding state law preempted

and granting preliminary injunction in Kalshi’s favor); *Blue Lake Rancheria v. Kalshi Inc.*, 2025 WL 3141202, at *7 (N.D. Cal. Nov. 10, 2025) (rejecting argument that Kalshi’s event contracts are unlawful gambling); *KalshiEX LLC v. Orgel*, 2026 WL 474869, at *7 (M.D. Tenn. Feb. 19, 2026) (finding “that Kalshi is likely to succeed on the merits because sports event contracts are ‘swaps’ and conflict preemption applies.”); *United States v. Minnesota*, 2026 WL 2150211, at *15 (“Plaintiffs have shown that the CEA’s grant of exclusive jurisdiction over transactions involving swaps likely preempts across-the-board enforcement of the Minnesota prediction market statute against Kalshi.”); *but see Hendrick*, 2025 WL 3286282, at *14 (dissolving preliminary injunction); *KalshiEX LLC v. Schuler*, 2026 WL 657004, at *10 (S.D. Ohio Mar. 9, 2026) (denying preliminary injunction).

II. REMOVAL IS PROPER PURSUANT TO 28 U.S.C. § 1441

13. Under 28 U.S.C. § 1441, any civil action filed in state court over which a federal court has original jurisdiction may be removed to the federal district court for the district in which the state court action is pending. This Court has federal-question jurisdiction under 28 U.S.C. § 1331 because Plaintiff’s claims require the adjudication of federal-law issues that are “(1) necessarily raised, (2) actually disputed, (3) substantial, and (4) capable of resolution in federal court without disrupting the federal-state balance approved by Congress.” *Gunn v. Minton*, 568 U.S. 251, 258 (2013); *Grable & Sons Metal Prods., Inc. v. Darue Eng’g & Mfg.*, 545 U.S. 308, 313-14 (2005).

14. ***Federal law is necessarily raised.*** Connecticut’s claims necessarily raise federal law. To begin, Connecticut’s purported state-law claims each hinge on the proper construction of the federal CEA because each of the state-law claims, which ultimately prohibit some form of gambling or wagering, must be read in light of federal law’s requirements. *See Armstrong v. Exceptional Child Ctr., Inc.*, 575 U.S. 320, 325 (2015) (federal law must prevail “when state and

federal law clash”). Here, as the Third Circuit has already recognized, the CEA plainly preempts any state efforts to regulate the event contracts that Kalshi offers its customers—which range from sports to the weather to elections and geopolitics—because that statute grants the CFTC “exclusive jurisdiction” over transactions involving swaps that are listed and traded on federally registered exchanges. *See Flaherty II*, 172 F.4th at 225-26; *see also* 7 U.S.C. § 2(a)(1)(A); *Leist v. Simplot*, 638 F.2d 283, 322 (“The federal government has been vitally concerned with trading in futures since 1922; indeed, the courts have held that s 2(a)(1) of the CEA preempts the application of state law.”). Any construction of the state laws cited by Connecticut must be read in light of this command, and thus issues of federal law are necessarily raised by these claims.

15. *Next*, Connecticut alleges claims under the Connecticut Unfair Trade Practices Act (“CUTPA”) for false, deceptive, misleading, and unfair practices. In connection with those claims, Connecticut alleges that “Kalshi has falsely stated or implied that its sports wagers are legal in all 50 states.” Ex. A at ¶ 97; *see id.* Plaintiff cannot prove that any of Kalshi’s statements about the lawfulness of its event contracts are false, deceptive, or misleading without this Court construing federal law—specifically, the Commodity Exchange Act and CFTC regulations thereunder.

16. Connecticut also alleges that it is false or misleading to use “investment terminology” such as “trading” to refer to Kalshi’s event contracts. *Id.* ¶ 99. That too requires Plaintiff to prove that Kalshi’s event contracts are not legitimate commodities contracts traded on a federally regulated DCM. Connecticut cannot establish these claims without the resolution of disputed questions of federal law.

17. ***Federal law is disputed.*** The federal legal issues in this action are substantially similar to those actively in dispute in federal courts in Connecticut and across the country. *See supra* ¶¶ 9–12. Indeed, Kalshi has been litigating these precise issues in this District since

December 2025. *See KalshiEX LLC v. Cafferelli*, No. 3:25-cv-02016-VDO (D. Conn.). Ultimately, whether trading event contracts on a federally regulated DCM is conduct subject to Connecticut’s gambling and licensing laws is “the central point of dispute” in this action. *Gunn*, 568 U.S. at 259.

18. ***The federal question is substantial.*** A federal question is “substantial” when its answer is important to the “federal system as a whole.” *Gunn*, 568 U.S. at 260. Here, Connecticut’s Complaint alleges that federally registered derivatives markets must obtain Connecticut gambling licenses to facilitate access to event contracts in the State. That claim plainly raises “substantial” federal-law questions—namely, the scope of the CFTC’s “exclusive jurisdiction” to regulate swaps traded on federally designated exchanges and the States’ authority to override that federal regulation. Indeed, the CFTC’s recent lawsuits challenging state gambling regulators’ attempts to encroach on the Commission’s exclusive jurisdiction by regulating event contracts demonstrate that these issues are critically important to the broader federal system. *See, e.g.*, CT Compl. at 2 (“Connecticut’s attempt to shut down federally regulated DCMs and an FCM intrudes on the exclusive federal scheme Congress designed to oversee national swaps markets.”).

19. ***The federal questions are capable of resolution without disrupting the federal-state balance.*** This Court is best positioned to resolve the issue of whether Kalshi’s business is authorized by federal law and, therefore, subject to exclusive federal regulation, and whether a federally registered DCM’s full adherence to the CEA’s comprehensive regulatory regime can violate the federal Wire Act. *See In re Interest Rate Swaps Antitrust Litig.*, 261 F. Supp. 3d 430, 445 (S.D.N.Y. 2017) (explaining that Congress amended the CEA to “establish a comprehensive new regulatory framework for swaps” and vested the CFTC “with exclusive jurisdiction to implement that framework” (cleaned up)); *see also Flaherty II*, 172 F.4th at 231 (“Congress gave

the CFTC exclusive jurisdiction over trades on DCMs.”); *Merrill Lynch, Pierce, Fenner & Smith, Inc. v. Curran*, 456 U.S. 353, 355-56, 386 (1982) (the CFTC has “exclusive jurisdiction over commodity futures trading”). Because the event contracts at issue are swaps and are subject to exclusive federal regulation, they cannot be regulated under state gambling laws. *Flaherty II*, 172 F.4th at 225-30. Such a resolution by this Court, therefore, will not disrupt the federal-state balance but will instead reinforce the harmonious application of federal and state laws consistent with the Supremacy Clause. U.S. Const. art. VI, cl. 2.

III. REMOVAL IS PROPER PURSUANT TO 28 U.S.C. § 1442(a)(2)

20. Removal is proper pursuant to 28 U.S.C. § 1442(a)(2), which authorizes removal of a state action directed against “[a] property holder whose title is derived from any . . . officer [of the United States or of any agency thereof], where such action . . . affects the validity of any law of the United States.” The federal-officer removal statute is “not narrow or limited.” *Cuomo v. Crane Co.*, 771 F.3d 113, 115 (2d Cir. 2014) (quoting *Willingham v. Morgan*, 395 U.S. 402, 406 (1969)); *see also Colorado v. Symes*, 286 U.S. 510, 517 (1932) (holding that the federal-officer removal statute should “be liberally construed” to give full effect to its purposes). This action is removable under this provision because Kalshi’s designation as a DCM under the CEA constitutes property derived from the CFTC, and this action directly affects that property right and the validity of the CEA.

21. ***Kalshi is a property holder with title derived from the CFTC.*** On November 3, 2020, the CFTC approved Kalshi’s application for designation as a DCM pursuant to the CEA. *See* CFTC Designation Order, KalshiEX LLC (Nov. 3, 2020), <https://www.cftc.gov/sites/default/files/filings/documents/2020/orgkexkalshidesignation201103.pdf>; *supra* n.1. Although property is not defined in the removal statute, property is generally understood to include “[a]ny external thing over which the rights of possession, use, and enjoyment are exercised” and “every kind of

valuable right and interest that can be made the subject of ownership.” Property, Black’s Law Dictionary (12th ed. 2024). A government license grants a property right if the license cannot be revoked before the end of its term without cause. *See Spinelli v. City of New York*, 579 F.3d 160, 169 (2d Cir. 2009) (there is a property interest in a license if it can be “suspended only upon a satisfactory showing” of misconduct); *Kapps v. Wing*, 404 F.3d 105, 113 (2d Cir. 2005) (property interests exist where law imposes “substantive predicates” that limit the decision-making power of government officials).

22. Kalshi’s designation as a DCM creates a clearly defined property right: it enables Kalshi to provide services for the trading or processing of swaps. 7 U.S.C. § 7b-3(a)(1) (“No person may operate a facility for the trading or processing of swaps unless the facility is registered as a . . . [DCM] under this section.”); *see also* 17 C.F.R. § 38.3 (setting forth requirements and procedures for registration as a DCM); CT Compl. ¶ 30 (“The CEA requires that . . . commodity derivative transactions [] be conducted on exchanges designated by, or registered with, the CFTC.”).

23. Kalshi’s designation as a DCM also reflects exclusive possession or control. The rights granted are restricted to Kalshi unless transferred by the holder. *See* 7 U.S.C. § 7b-3(a)(1); 17 C.F.R. § 38.3(d)(1) (providing for “transfer of [a DCM’s] designation from its current legal entity to a new legal entity”); *Davis v. Blige*, 505 F.3d 90, 98 (2d Cir. 2007) (“The right to sell and transfer personal property is an inseparable incident of the property.”); *Citizens State Bank of Barstow, Tex. v. Vidal*, 114 F.2d 380, 383 (10th Cir. 1940) (holding that essential ingredients of property are whether it was “subject to ownership,” “subject to transfer,” and whether there was “exclusive possession and enjoyment”); *Shackleford v. United States*, 262 F.3d 1028, 1032 (9th

Cir. 2001) (“The right to transfer is one of the most essential sticks in the bundle of rights that are commonly characterized as property.” (citation omitted)).

24. Finally, Kalshi’s designation establishes that it has a legitimate claim of exclusivity over that designation. *See* 17 C.F.R. §§ 38.3(d)(1), 39.3(a)(1); *see also* Title, Black’s Law Dictionary (12th ed. 2024) (defining “title” as “the legal link between a person who owns property and the property itself”).

25. As a registered entity, Kalshi’s designation as a DCM also comes with procedural protections typical of property rights. *See* 7 U.S.C. § 1a(40) (defining registered entity). For example, the DCM designation cannot be suspended or revoked by the CFTC without cause, and even then, may be done only after providing Kalshi with notice, a hearing, and an opportunity to appeal to federal court. 7 U.S.C. § 7b (“The failure of a registered entity to comply with any provision of this chapter . . . shall be cause [for suspension or revocation] . . .” (emphasis added)); 7 U.S.C. § 8(b) (describing process required before suspending or revoking a designation as a contract market). Those requirements reinforce that Kalshi has a property interest in its designation as a contract market. *See, e.g., Spinelli*, 579 F.3d at 169; *Kapps*, 404 F.3d at 113; *M.A.K. Inv. Grp., LLC v. City of Glendale*, 897 F.3d 1303, 1311 (10th Cir. 2018) (holding property right existed where statutory factors limited discretion in making determinations); *Hennigh v. City of Shawnee*, 155 F.3d 1249, 1253 (10th Cir. 1998) (holding employee has property interest where statute and regulations place “substantive restrictions” on ability to change or terminate employment); *see also Jacobson v. Hannifin*, 627 F.2d 177, 180 (9th Cir. 1980) (“A property interest may be created if ‘procedural’ requirements are intended to operate as a significant substantive restriction on the basis for an agency’s actions.”).

26. *Plaintiff's action affects the validity of the CEA.* Section 1442 is intended to protect litigants “from state-court proceedings that may reflect local prejudice against unpopular federal laws or federal officials.” *Doe v. Integris Health, Inc.*, 123 F.4th 1189, 1192 (10th Cir. 2024) (emphasis added) (cleaned up); *Mays v. City of Flint, Mich.*, 871 F.3d 437, 443 (6th Cir. 2017) (“Concerns about local prejudice against unpopular laws or federal officials . . . underlie the federal-officer removal statute.” (citation modified)); *New York v. Tanella*, 239 F. Supp. 2d 291, 296 (E.D.N.Y. 2003); *see Arizona v. Manypenny*, 451 U.S. 232, 242 (1981). Plaintiff’s action is designed to override the clear language and comprehensive regulatory scheme found in the CEA, in favor of its preferred application of state gambling laws onto trading on federally regulated DCMs. *See Carney v. Washington*, 551 F. Supp. 3d 1042, 1054 (W.D. Wash. 2021) (permitting Section 1442(a)(2) removal where “Plaintiff’s suit seeks to circumvent” a federal regulatory structure).

27. Plaintiff’s lawsuit is therefore directly in conflict with, and were it to be successful, would entirely undermine the validity of the CEA. The CEA provides for *exclusive* federal regulation of transactions on DCMs to avoid a patchwork of state regulation. *See* 7 U.S.C. § 2(a)(1)(A); *Flaherty II*, 172 F.4th at 230 (“Congress created the CFTC and amended the Act to do away with the patchwork of state regulations and bring futures trading on DCMs under the exclusive jurisdiction of the CFTC.”); *Leist*, 638 F.2d at 322 (“the courts have held that s 2(a)(1) of the CEA preempts the application of state law”); *see also* H.R. Rep. No. 93-975, at 79 (1974) (“This bill will put all exchanges . . . under the same set of rules[.]”); CFTC CA9 Amicus Br. at 2. The CFTC confirmed these points in its amicus brief in the Ninth Circuit, *id.* at 2, and in eight lawsuits against states that have attempted to regulate event contracts traded on CFTC-regulated designated contract markets. *See* CT Compl. ¶ 45 (“Congress recognized the need for uniform,

nationwide regulation of futures and options markets because concurrent regulation by the states or other federal regulators such as the Securities and Exchange Commission could lead to ‘total chaos.’”); *see also supra* ¶ 11.

28. As an initial matter, Kalshi’s event contracts easily “fit within the [CEA]’s definition of ‘swaps’ subject to the CFTC’s jurisdiction.” *Flaherty II*, 172 F.4th at 228; *see* CFTC CA9 Amicus Br. at 14-18 (explaining that event contracts are “swaps” under the “plain language” of the CEA). Because they are “swaps under the [CEA],” event contracts are “properly” regulated as “trading on a DCM (a form of futures trading) rather than as gambling (a broader and traditionally state-regulated field).” *Flaherty II*, 172 F.4th at 229. Given this precise delineation of federal and state spheres, placing all of Kalshi’s event contracts under the direct regulation of the Connecticut Department of Consumer Protection—as Connecticut seeks to do here—would create “a clash between a constitutional exercise of Congress’s legislative power and conflicting state law.” *Flaherty II*, 172 F.4th at 228 (citing *Murphy v. Nat’l Collegiate Athletic Ass’n*, 584 U.S. 453, 479 (2018)); *see also* CT Compl. ¶ 3 (“Prompted by the evolution of national financial markets and repeated conflicts with state law, Congress enacted the CEA, granting the CFTC exclusive jurisdiction to regulate those markets and enacting a comprehensive federal regulatory framework that preempts state laws that attempt to regulate the operation of, or transactions on, CFTC-regulated exchanges.”); *id.* ¶ 72 (state enforcement action “stands as an obstacle” to Congress’ intent); U.S. Const. art. VI, cl. 2; *see also Flaherty II*, 172 F.4th at 228-29 (CEA field preempts application of state law to Kalshi).

29. Indeed, allowing Connecticut to apply its gambling laws against Kalshi would “subvert” the CEA, *see, e.g.*, CT Compl. ¶ 10, and “directly conflict[] with the full purposes and objectives” of Congress. *Flaherty II*, 172 F.4th at 230; *see also* CFTC TRO Br. at 1, 5.

Enforcement of Connecticut’s gambling laws “would create an obstacle to executing the [CEA] because such enforcement would prohibit Kalshi, which operates a licensed DCM under the exclusive jurisdiction of the CFTC, from offering its . . . event contracts” in Connecticut. *Flaherty II*, 172 F.4th at 230. This type of piecemeal “state regulation is exactly the patchwork that Congress replaced wholecloth by creating the CFTC.” *Id.* Furthermore, compliance with state-specific prohibitions on event contracts would be “impossible” for DCMs, because these prohibitions conflict with the “federal mandate to provide impartial national access.” CT Compl. ¶ 73; *see also* CFTC CA9 Amicus Br. at 26-27.

30. It cannot be disputed that through this Action Connecticut seeks to fundamentally “subvert” the “exclusive jurisdiction” of the CFTC over DCMs. *See, e.g.*, CT Compl. ¶ 10; *see also* CFTC CA9 Amicus Br. at 2 (state enforcement actions constitute “fundamental threat to Congress’s statutory design”). For nearly a century, Congress has occupied the field as to “the regulation of trading on a DCM.” *Flaherty II*, 172 F.4th at 229; *Leist*, 638 F.2d at 322. That comprehensive regulatory scheme “has left no room” for supplementary state regulation, as Plaintiff seeks here. *Id.* at 228 (citations omitted).

31. In sum, this action affects the validity of the CEA in several ways. This action would (i) create an obstacle to the accomplishment of Congress’s objectives as set forth in the CEA; (ii) pose a “fundamental threat” to the CFTC’s exclusive jurisdiction under the CEA; (iii) risk creating a patchwork of state regulation that the CEA is designed to avoid; and (iv) risk invalidating the definition of “swap” in the CEA. These effects would “subvert federal law” and fundamentally affect the validity of the CEA. CT Compl. ¶ 10; *see also Carney*, 551 F. Supp. 3d at 1054 (finding state law claim tests validity of federal laws because it would “evade them or otherwise frustrate their aims”).

IV. CONNECTICUT CANNOT DEFEAT FEDERAL OFFICER REMOVAL PURSUANT TO 28 U.S.C. § 1442(a)(1) THROUGH ARTFUL PLEADING

32. Removal is also proper due to Connecticut’s artful pleading. *See Sullivan v. Am. Airlines, Inc.*, 424 F.3d 267, 271 (2d Cir. 2005) (“The artful-pleading doctrine . . . rests on the principle that a plaintiff may not defeat federal subject-matter jurisdiction by ‘artfully pleading’ his complaint as if it arises under state law where the plaintiff’s suit is, in essence, based on federal law.”). Joinder of the CFTC—a necessary party here—would create removal jurisdiction under 28 U.S.C. § 1442(a)(1). Plaintiff’s strategic failure to join the CFTC in this action cannot allow it to defeat jurisdiction. *Allstate Interiors, Inc. v. Carpenters*, 2010 WL 3894915, at *3 (S.D.N.Y. Sept. 10, 2010) (holding that a plaintiff may not defeat removal by “artful pleading”); *People of Connecticut v. Exxon Mobil Corp.*, 83 F.4th 122, 138 (2d Cir. 2023) (artful pleading doctrine applies where congress expressly provides for removal of particular state actions).

33. Connecticut is undoubtedly aware that the CFTC has claimed a substantial interest in this exact issue. In its own complaint against Connecticut, the CFTC asserts that “the federal Commodity Exchange Act which provides the CFTC with ‘exclusive jurisdiction’ over transactions on [DCMs] preempts Connecticut statutes that purport to prohibit, limit, or condition the listing or trading of event contract swaps on [DCMs].” CT Compl. ¶ 76.

34. Nevertheless, Plaintiff failed to name CFTC as a party. Had it done so, as contemplated by Conn. Gen. Stat § 52-102, there would be yet another basis for removal pursuant to the federal officer removal statute. *See* 28 U.S.C. § 1442(a)(1); *Chevron USA Inc. v. Plaquemines Parish*, 2026 WL 1040461, at *6 (2026). Plaintiff “may not defeat federal subject-matter jurisdiction by ‘artfully pleading’ [its] complaint.” *Sullivan*, 424 F.3d at 271 (citing *Franchise Tax Bd. v. Constr. Laborers Vacation Tr. for S. Cal.*, 463 U.S. 1, 22 (1983) (“[I]t is an independent corollary of the well-pleaded complaint rule that a plaintiff may not defeat removal

by omitting to plead necessary federal questions in a complaint.”)).

V. KALSHI MEETS THE OTHER PROCEDURAL REQUIREMENTS FOR REMOVAL

35. Removal is timely. Connecticut filed its Complaint on August 26, 2026, and Kalshi filed its Notice of Removal on the same day. Kalshi has not yet been served with the Complaint. 28 U.S.C. §§ 1446(b)(1), (c)(1); *see Murphy Bros. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 354 (1999).

36. Venue is proper pursuant to 28 U.S.C. §§ 112, 1441(a), 1442, and 1446(a) because the United States District Court for the District of Connecticut is the federal judicial district embracing the Superior Court of the State of Connecticut, Judicial District of Hartford, where the Complaint was filed.

37. In accordance with 28 U.S.C. § 1446(d), written notice of this Notice of Removal will be promptly provided to Connecticut and filed with the Superior Court for the Judicial District of Hartford.

38. No previous application has been made for the relief requested in this Notice of Removal.

CONCLUSION

WHEREFORE, Kalshi respectfully requests that the Action be removed from the Superior Court for the Judicial District of Hartford to the United States District Court for the District of Connecticut and that this Court accept jurisdiction. If any question arises as to the propriety of removal, Kalshi respectfully requests the opportunity to present oral argument.

Dated: August 26, 2026
Hartford, CT

Respectfully submitted,

/s/ Vanessa Roberts Avery

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CERTIFICATE OF SERVICE

I certify that on August 26, 2026, I electronically filed the foregoing document (including exhibits) via CM/ECF, and that the foregoing document was served upon the following person(s) via email and Certified Mail:

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Dated: August 26, 2026

/s/ Vanessa Roberts Avery
Vanessa Roberts Avery

EXHIBIT A

RETURN DATE: SEPTEMBER 15, 2026	:	SUPERIOR COURT
	:	
STATE OF CONNECTICUT	:	J.D. OF HARTFORD
	:	AT HARTFORD
v.	:	
	:	
KALSHIEX LLC	:	AUGUST 26, 2026

VERIFIED COMPLAINT

INTRODUCTION

1. This case concerns Defendant KalshiEX LLC's ("Kalshi") offer of illegal sports wagers in Connecticut.

2. Since January 2025, Kalshi has offered sports wagers to Connecticut residents through kalshi.com, on the Kalshi app, and otherwise.

3. Kalshi's wagers are based on the outcomes of live sporting events, portions of live sporting events, future or propositional events during sporting events, and individual performance statistics of an athlete or athletes in a sporting event or a combination of sporting events, all for entertainment purposes.

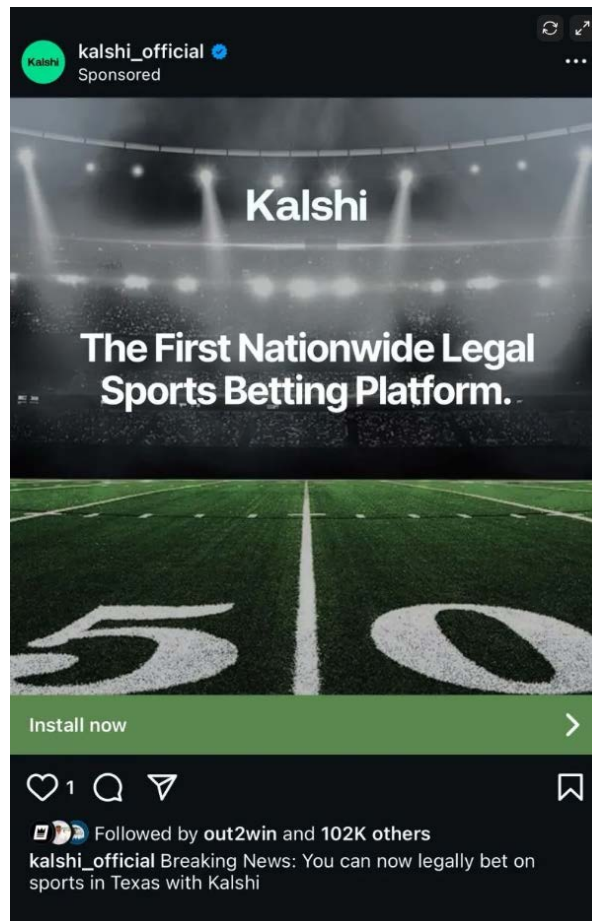
4. These wagers blatantly violate Connecticut law, which requires that sports wagering operators be licensed by the Connecticut Department of Consumer Protection ("DCP") and adhere to strict statutory and regulatory constraints to protect Connecticut consumers who choose to participate in sports wagering, and violate the public policy thereunder.

5. Kalshi is not licensed by DCP, nor has it ever tried to become licensed.

6. Kalshi does not abide by the consumer safeguards that licensees must.

7. Kalshi has lied to Connecticut consumers and others, marketing its activities as "legal in all 50 states" and deceptively marketing its sports wagers as lawful alternatives to regulated, licensed sportsbooks, and even as "investments." As one

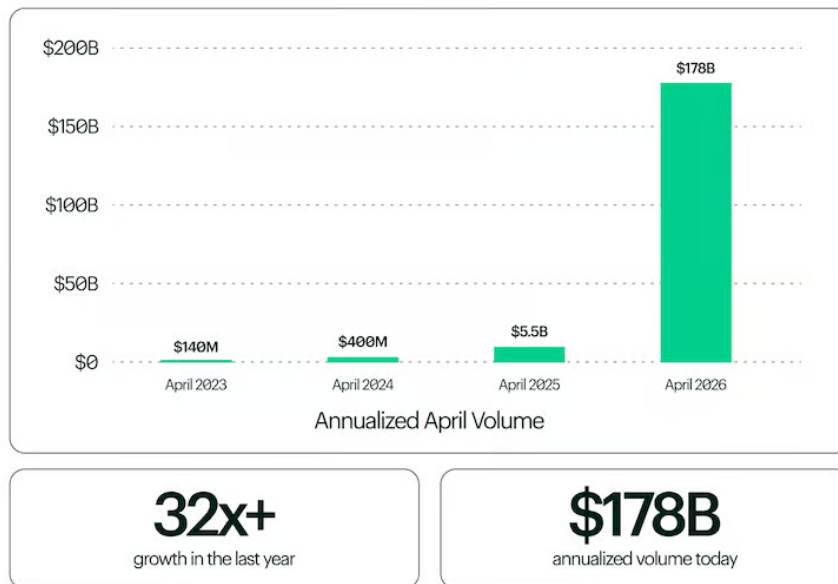
example, the below post reading: “The First Nationwide Legal Sports Betting Platform,” with a backdrop of a football field, appeared on Kalshi’s social media:



<https://perma.cc/4CLZ-4Y2D>.

8. Kalshi has filled its coffers by offering these wagers in Connecticut and elsewhere in violation of state law. As of May 7, 2026, Kalshi boasted a \$22 billion valuation, claiming a staggering \$178 billion in total trading volume on its platform.

Kalshi



<https://perma.cc/59Q7-2X36>.

9. By its own report to the United States District Court for the District of Connecticut, between 80 and 90 percent of Kalshi’s offerings were sports event contracts as of February 2026. *KalshiEX LLC v. Cafferelli*, No. 25-cv-2016, 2026 U.S. Dist. LEXIS 178500, at *8 (D. Conn. Aug. 7, 2026) (“*Cafferelli*”).

10. Because Kalshi charges a fee on each wager, Kalshi has an incentive to offer as many wagers as it possibly can, including to those under the age of 21 and those who struggle with gambling addiction.

11. Kalshi has boasted that it is “taking over America,”¹ and has claimed in courts across the country that Connecticut and other states are powerless to stop it.

12. In December 2025, DCP sent Kalshi and other prediction market providers

¹ <https://perma.cc/HBA2-NMDY>

cease-and-desist letters warning them of the illegality of these wagers and that failure to cease offering them may result in civil penalties or criminal penalties. Rather than comply, Kalshi sued State officials in federal court.

13. Kalshi contended that it was free to offer sports wagers nationwide because its wagers are actually a species of derivative product, and are, it claimed, subject only to federal regulation.

14. Kalshi's litigation attempt failed. On August 7, 2026, the United States District Court for the District of Connecticut, Oliver, J., roundly rejected Kalshi's legal theory, denying Kalshi a preliminary injunction against enforcement of Connecticut law as to its sports event contracts, such as this very suit.

15. In denying Kalshi's bid for an injunction, the Connecticut District Court joined federal or state courts in Maryland, Nevada, Massachusetts, Washington, Michigan, New York, Ohio, Arizona, and Utah, as well as the Sixth Circuit Court of Appeals in concluding as a matter of law that Kalshi's sports wagers are not swaps and/or are not subject to exclusive federal jurisdiction.²

16. The Connecticut District Court held that there is no federal protection for Kalshi's sports event contracts, concluding that "at bottom, they are sports wagers," *Cafferelli*, 2026 U.S. Dist. LEXIS 178500, at *47 (quoting *KalshiEx, LLC v. Hendrick*, 817 F. Supp.3d 1014, 1029 (D. Nev. 2025)), subject to state law.

² *KalshiEX LLC v. Schuler*, No. 26-3196, 2026 U.S. App. LEXIS 12260 (6th Cir. Apr. 24, 2026); *KalshiEX LLC v. Cox*, No. 26-CV-151, 2026 U.S. Dist. LEXIS 173686 (D. Utah Aug. 4, 2026); *KalshiEX LLC v. Williams*, No. 25-CV-8846, 2026 U.S. Dist. LEXIS 149977 (S.D.N.Y. July 13, 2026); *KalshiEX LLC v. Johnson*, No. 26-CV-1715, 2026 U.S. Dist. LEXIS 78807 (D. Ariz. Apr. 8, 2026); *KalshiEX LLC v. Martin*, 793 F. Supp. 3d 667 (D. Md. 2025); *KalshiEX, LLC v. Hendrick*, 817 F. Supp. 3d 1014 (D. Nev. 2025); *Nessel v. KalshiEX LLC*, 26-1087-CZ (Mi. Circuit Ct. June 29, 2026); *Nevada v. KalshiEX, LLC*, 26-0C-50 (Nev. Dist. Ct. July 24, 2026); *Massachusetts v. KalshiEX, LLC*, 2584-CV-2525 (Mass. Sup. Ct. Jan. 20, 2026).

17. Accordingly, the State brings this action to uphold Connecticut law and end Kalshi's illegal offer of sports wagers in Connecticut.

AUTHORITY

18. This is an action for injunctive relief under C.G.S. § 12-861(c), as amended by P.A. 26-82, § 4, to restrain Kalshi's illegal offering, advertising, or making available to any resident of this state any sports wagering service without a license, and seeking such other or further relief as the court deems appropriate.

19. This is also an action under the Connecticut Unfair Trade Practices Act ("CUTPA"), Chapter 735a of the General Statutes, and more particularly C.G.S. § 42-110m, to obtain injunctive relief for Defendant's violation of C.G.S. § 42-110b(a), to obtain such other relief as may be necessary to address the injury to consumers resulting from Defendant's violations of law, for disgorgement of ill-gotten gains, for an accounting, and other appropriate relief pursuant to C.G.S. § 42-110m(a), for civil penalties pursuant to C.G.S. § 42-110o, and for such other relief the Court may deem appropriate.

PARTIES

20. Plaintiff, State of Connecticut, is represented by William Tong, Attorney General, acting at the request of Bryan Cafferelli, Commissioner of Consumer Protection of the State of Connecticut, pursuant to C.G.S. § 12-861(c) and Chapter 735a of the General Statutes.

21. Defendant, KalshiEX LLC, is a Delaware limited liability company with its principal place of business in New York.

JURISDICTION

22. The Court has jurisdiction under C.G.S. §§ 12-861(c) and 42-110b *et seq.*

CONNECTICUT LAW PROHIBITS UNLICENSED WAGERING.

23. Connecticut law prohibits unlawful wagering, including unlicensed sports wagering.

24. Our Supreme Court has noted an “ancient and deep-rooted public policy” against unlawful wagering dating to before Connecticut joined the Union. See *Ciampittiello v. Campitello*, 134 Conn. 51, 56 (1947) (noting 1778 statute prohibiting wagering on horse races).

25. The Court has observed that “[s]ince the establishment of our government[,] wagering has been held to be, if not absolutely immoral, yet so injurious in its results as to require suppression by penal legislation.” *State v. Harbourne*, 70 Conn. 484, 490 (1898).

26. This policy is embodied in both criminal and civil statutes. C.G.S. § 53-278b(a) penalizes “gambling,” or “solicit[ing] or induc[ing] another to engage in gambling,” defined as “risking any money, credit, deposit or other thing of value for gain contingent in whole or in part upon lot, chance or the operation of a gambling device,” *id.* § 53-278a(2).

27. C.G.S. § 53-278b(b) criminalizes “professional gambling,” defined as “accepting or offering to accept, for profit, money, credits, deposits or other things of value risked in gambling, or any claim thereon or interest therein,” *id.* § 53-278a(3).

28. C.G.S. § 52-553 voids unlawful sports gambling contracts, providing in relevant part that, “[a]ll wagers, and all contracts and securities of which the whole or

any part of the consideration is money or other valuable thing won, laid or bet, at any game, horse race, sport or pastime, and all contracts to repay any money knowingly lent at the time and place of such game, race, sport or pastime, to any person so gaming, betting or wagering, or to repay any money lent to any person who, at such time and place, so pays, bets or wagers, shall be void....”

29. C.G.S. § 52-554 permits any person who loses money in an unlawful wager to sue the winner for their losses, providing in relevant part that, “[a]ny person who, by playing at any game, or betting on the sides or hands of such as play at any game, excluding any game permitted under chapter 226 or any activity not prohibited under the provisions of sections 53-278a to 53-278g, inclusive, loses the sum or value of one dollar in the whole and pays or delivers the same or any part thereof, may, within three months next following, recover from the winner the money or the value of the goods so lost and paid or delivered, with costs of suit in a civil action...”.

30. In 2021, the General Assembly created a narrow exception to the prohibitions against gambling by establishing a tightly controlled, exclusive sports wagering market under DCP’s regulation. P.A. 21-23; C.G.S. § 12-850 *et seq.*

31. Sports wagering must be “authorized by” or “conducted pursuant to” the regulatory scheme to be exempted from the criminal and civil prohibitions against gambling. C.G.S. §§ 52-553; 52-554; 53-278g(a); 53-278a(2).

32. Sports wagering is permitted only under the auspices of one of three “master wagering licensees”: “the Mashantucket Pequot Tribe, or an instrumentality of or an affiliate wholly-owned by said tribe”; “the Mohegan Tribe of Indians of Connecticut, or an instrumentality of or an affiliate wholly-owned by said tribe”; or “the Connecticut

Lottery Corporation.” *Id.* § 12-850(21).

33. Only a master wagering licensee, or a licensed entity on its behalf, may lawfully offer online sports wagering. *Id.* §§ 12-855; 12-857.

34. Licensees must ensure that users are in the State or on Tribal reservations in the State’s borders when placing wagers. *Id.* § 12-863(a).

35. Licensees must pay significant revenue to the State in connection with their sports wagering receipts. Specifically, under C.G.S. § 12-867(a)(a), master wagering licensees licensed to operate sports wagering must pay 13-3/4 percent of the gross gaming revenue, defined in C.G.S. § 12-867(b), to the State for deposit in the General Fund.

36. Two percent of the amounts received by the State from master wagering licensees licensed to offer sports wagering must be deposited into a youth sports grant account that funds nonprofit youth sports organizations in distressed municipalities. *Id.* § 12-867(a)(2).

37. Connecticut’s wagering laws serve at least five important public policies.

38. First, Connecticut law protects minors from gambling.

39. Gambling by minors poses unique, well-understood, and documented harms “not only because of direct and immediate consequences, but also because of the risk of longer-term effects on their life trajectories, loss of financial and employment prospects, and damage to their relationships, health, and wellbeing.”³

40. Accordingly, Connecticut specifically prohibits sports wagering by those

³ Wardle et al., *The Lancet Public Health Commission on Gambling*, Lancet Pub. Health, Vol. 9, No. 11, at e950 (Nov. 2024), <https://www.sciencedirect.com/science/article/pii/S2468266724001671>

under the age of 21. C.G.S. § 12-863(a)(1).

41. The law specifically prevents direct advertising of sports wagering to those under 21 and advertising targeted at those under 21. *E.g.*, C.G.S. § 12-863(e)(1), (2), (4), (5), (7)-(8); Regs. Conn. State Agencies §§ 12-865-25(e)(2), (3), (4), (6)-(8).

42. Second, Connecticut law seeks to prevent or mitigate gambling addiction and other forms of problem gaming.

43. Among other requirements, operators must offer self-exclusion options and self-spending limitations, C.G.S. § 12-863(c)(3) & (5), allowing users to limit their own gaming activity as appropriate.

44. Licensees must also provide disclosures about problem gaming, *id.* § 12-863(c)(6)-(7), and, where applicable, display information about the amount of time a user has spent on a gaming website or app and how much money remains in their accounts, *id.* § 12-863(c)(7).

45. Critically, licensees must also contribute \$500,000 yearly in funding for gambling treatment and rehabilitation programs from wagering revenues and provide documentation to DCP regarding such contributions. *Id.* § 12-871.

46. Third, Connecticut law seeks to ensure the financial health and integrity of wagering companies to ensure they are able to pay winnings.

47. In addition to other measures, DCP regulations require independent auditing of master wagering licensees or online gaming operators, Regs. Conn. State Agencies § 12-865-28, and reserve accounts to ensure security of funds held on patrons' behalf. *Id.* § 12-865-11(k).

48. Fourth, state law protects the integrity of wagering and athletic contests in

Connecticut. DCP has an express statutory mandate to “protect the public interest and the integrity of gaming.” C.G.S. § 12-865(13).

49. DCP regulations require licensees to maintain internal controls to “ensure the integrity of gaming and internet games in the state.” *Id.* § 12-865-27(d)(17).

50. Similarly, state law expressly prohibits athletes, coaches, referees, owners, and others from participating in sports wagers that threaten the integrity of their competitions. See C.G.S. § 12-864.

51. State law prohibits wagering on Connecticut intercollegiate sports unless in connection with a permitted intercollegiate tournament. See *id.* §§ 12-850(32), (34).

52. Fifth, state law specifically restricts misleading or deceptive conduct in sports wagering, including:

- a. Prohibiting inaccurate or misleading information that would reasonably be expected to confuse and mislead patrons in order to induce them to engage in gaming, C.G.S. § 12-863(e)(6);
- b. Prohibiting claims and representations that imply greater chances of winning compared to other licensees, *id.* § 12-863(e)(9); and
- c. Prohibiting claims and representations that gaming will guarantee an individual’s social, financial or personal success, *id.* § 12-863(e)(11).

KALSHI’S SPORTS WAGERS

53. Kalshi is a financial technology company that operates a platform called a “prediction market,” allowing users to take positions on real-world events through the trading of “event contracts.”

54. An event contract generally takes the form of a yes-or-no proposition

about whether a future event will occur.

55. Event contracts are traded on exchanges, and their value depends on the exchange participants' expectations of the likelihood of the event occurring. For instance, an event contract might have a fixed value of \$1. When the event settles or "resolves," those holding contracts corresponding to the correct outcome receive \$1. If participants believe the given event is likely to occur, a "yes" contract might cost 75 cents, winning the holder the \$1 and a net gain of 25 cents if it occurs; whereas the corresponding "no" contract would cost 25 cents, netting the holder 75 cents if the event does not occur.

56. Certain event contracts are classified as "swaps," a category of derivative whose trading is regulated under the federal Commodity Exchange Act, 7 U.S.C. § 1 *et seq.* ("CEA"). See 7 U.S.C. §1a(47) (defining "swap").

57. Congress passed the CEA during the Great Depression to help protect against manipulation and excessive speculation in agricultural commodities futures trading. The CEA's scope has since expanded to include futures trading in virtually all commodities, including non-agricultural financial contracts.

58. As relevant here, to qualify as a swap, an event contract must, *inter alia*, be, "dependent on the occurrence, nonoccurrence, or the extent of the occurrence of an event or contingency associated with a potential financial, economic, or commercial consequence." 7 U.S.C. § 1a(47)(A)(ii).

59. An event contract that qualifies as a CEA-regulated swap might include a contract on whether a natural disaster will occur in a certain city on a certain date. The hypothetical contract relates to the occurrence or nonoccurrence of the event (the

natural disaster), and the event is associated with various potential financial, economic or commercial consequences (e.g., property damage, loss of business revenue, or economic disruption).

60. The trading of such a contract hedges against the financial risk of such a disaster occurring and it might have informational purposes, such as communicating the market participants' belief about the likelihood of the disaster occurring.

61. Kalshi's "sports event contracts" are nothing like the event contracts described above. Rather than pertaining to the occurrence of events of economic significance and allowing for legitimate risk hedging and information exchange, Kalshi's sports event contracts relate to the outcomes of, or happenings during, sporting events, which outcomes or happenings have no economic significance other than that people bet on them.

62. Kalshi's sports contract offerings include everything from: whether a team or player will win a sporting event or series; the number of wins a team will have in a season; league rankings; number of points scored in a match; point spread; and player statistics such as points scored or the method by which a match is won.

63. For some sports, Kalshi offers what it calls "combos," which are essentially parlays, and involve betting on whether a chain of specified sports outcomes will happen, such as whether multiple teams will win their games on the same day.

64. Kalshi has even offered contracts on whether a sports announcer will say the phrase, "What a catch."⁴

⁴ <https://perma.cc/AHJ2-VW6S>

Kalshi's Sports Event Contracts are Illegal Sports Wagers

65. Kalshi's sports event contracts serve no legitimate hedging or informational purpose. They are simply a financial technology company's attempt to offer sports wagers without complying with state law.

66. As the Connecticut District Court and others have held, Kalshi's sports event contracts are not federally regulated financial derivatives.

67. Kalshi's sports event contracts are sports wagers under another name and their unlicensed offer in Connecticut is illegal, including under General Statutes § 53-278b, which criminalizes "professional gambling."

68. General Statutes § 53-278a defines "professional gambling" as "accepting or offering to accept, for profit, money, credits, deposits or other things of value risked in gambling, or any claim thereon or interest therein," C.G.S. § 53-278a(3), and "gambling," in relevant part, as "risking any money, credit, deposit or other thing of value for gain contingent in whole or in part upon...chance...." *Id.* § 53-278a(2).

69. Kalshi offers wagers on its prediction market that relate to the possibility of a specified outcome or outcomes of sporting events, such as the winner, points scored, and individual athletic achievements, all items over which the user has no influence or control and are therefore subject to chance.

70. Kalshi offers these wagers to Connecticut residents, allowing them to create Kalshi accounts, deposit funds, and trade contracts.

71. Kalshi's users risk money on its sports event contracts by paying Kalshi or an associated company for the cost of each contract traded, depositing the full amount necessary to make the trade(s) up front.

72. Kalshi earns a profit by charging a fee on each contract traded.

73. Thus, through the offer of sports wagers on its prediction market, Kalshi accepts or offers to accept, for profit, money, credits, deposits or other things of value risked in gambling.

74. Kalshi's conduct does not satisfy the sports wagering exceptions from criminal gambling liability under C.G.S. § 53-278a(2) or C.G.S. § 53-278g(a), which apply only to wagering activity "authorized by" or "conducted pursuant to" chapter 229b of the General Statutes, or any other exceptions.

Kalshi's Sports Event Contracts Violate Connecticut Law and Public Policy

75. Beyond the plain violation of C.G.S. § 53-278a, Kalshi violates the clear statutory and regulatory provisions cited above, and the public policy thereunder, by offering its sports wagers in Connecticut outside the regulated marketplace.

76. First, Kalshi permits minors to partake in sports wagers and has directly advertised to minors. For these purposes, "minor" is defined as one under the age of 21. C.G.S. § 12-863(a)(1).

77. Kalshi makes its platform available to anyone 18 years old or older. Kalshi specifically allows minors to create accounts and place wagers on sporting events.

78. This means that many high school students may make Kalshi accounts and wager on sports.

79. Beyond permitting minors to place sports wagers, Kalshi directly advertises to individuals under 21 by advertising either directly or through paid influencers who Kalshi believes will appeal to those under 21.

80. Minors have admitted being paid by Kalshi to create content promoting the

company, including posts on TikTok, a social media platform commonly used by young people.

81. Kalshi even briefly engaged a 15-year-old videogame streamer as an affiliate to promote Kalshi on the social media platform X.

82. Kalshi has also directly marketed its platform on college and university campuses. Specifically, in 2025 Kalshi made a post on X promoting a “Kalshi Ambassador Program” targeted at Yale University among other colleges and inviting Connecticut college students to place sports wagers on the platform.

83. Second, Kalshi fails to take appropriate measures to curb problem gambling.

84. Kalshi does not provide the same problem gambling prevention tools as are required in Connecticut’s regulated sports wagering marketplace.

85. Kalshi fails, for example, to provide information about state-approved problem gambling resources; clearly display the amount of time an individual has spent on the web site or mobile application; and allow a person to limit the amount of money that may be deposited into an account and spent per day.

86. Prior to March 2025, Kalshi did not offer voluntary self-exclusion options. On information and belief, while Kalshi presently offers a voluntary self-exclusion to its users, this option, unlike the legitimate self-exclusion program administered under State law, lacks a state enforcement mechanism and is not populated with the names of those on the State’s self-exclusion list.

87. In addition, on information and belief, even when a user opts in to Kalshi’s self-exclusion option, Kalshi does not exclude users from placing sports wagers on third

party sites or mobile applications that offer Kalshi's sports wagers.

88. Relatedly, unlike a licensee, Kalshi does not pay any revenue on its sports wagers conducted in Connecticut, diverting revenue from the State's problem gambling support programs.

89. Third, Kalshi does not provide satisfactory assurances to users or Connecticut regulators as to its financial condition.

90. On information and belief, Kalshi does not submit and make available to a third-party regulator an independent audit of its books and accounts at least once each fiscal year as Connecticut's licensees must. Regs. Conn. State Agencies § 12-865-28(b).

91. On information and belief, Kalshi also does not comply with Regulations of Connecticut State Agencies § 12-865-28(e), which requires online gaming operators to disclose on an annual basis all related-party transactions on their platforms, including transactions involving owners, directors, or executive officers.

92. Fourth, Kalshi does not take appropriate measures to ensure the integrity of its wagering operations or of sports events in this State.

93. On information and belief, Kalshi, unlike regulated sportsbooks, does not participate in a third-party integrity monitoring service to share and receive reports of wagers that give concern for manipulation and improper influence.

94. Further, Kalshi does not prohibit Connecticut users from wagering on Connecticut intercollegiate sports teams, in violation of Connecticut law.

95. Specifically, Kalshi has offered contracts relating to the outcomes of single games played by Connecticut college sports teams, including, at least, UCONN, Yale

University, Sacred Heart University, University of New Haven, Fairfield University, and Quinnipiac University, which are specifically excluded from the definition of “sporting event” on which sports wagering is permitted. C.G.S. § 12-850(32).

96. Fifth, Kalshi’s advertising is false or misleading.

97. Kalshi has falsely stated or implied that its sports wagers are legal in all 50 states.

98. Kalshi often implies in its advertisements that users have a greater chance of winning compared to sportsbooks participating in the regulated marketplace, in violation of Connecticut’s advertising and marketing requirement that master wagering licensees not imply greater chances of winning compared to other licensees. *Id.* § 12-863(e)(9).

99. Kalshi has also expressly characterized its event contracts to consumers as “investments” and uses investment terminology such as “trading,” “financial strategy,” “price fluctuations,” and “market risk” in its marketing and informational materials, falsely implying that wagers are akin to traditional saving or investment vehicles and may provide financial security, when in reality they are risky sports bets.

COUNT ONE: INJUNCTIVE RELIEF UNDER § 12-861(c)

100. The allegations in paragraphs 1 through 99 are incorporated by reference as if fully set forth here.

101. Kalshi offers an electronic wagering platform through which Connecticut residents may risk money, credit, deposits, or other things of value for gain contingent in whole or in part based on a live sporting event or a portion or portions of a live sporting event, including future or propositional events during such an event, and/or the

individual performance statistics of an athlete or athletes in a sporting event or a combination of sporting events.

102. Therefore, Kalshi offers “sports wagering” to Connecticut residents under the meaning of General Statutes § 12-850(34).

103. Kalshi does not have, and has never had, a license to offer a sports wagering service in Connecticut as required by Title 12 of the Connecticut General Statutes.

104. Therefore, under General Statutes § 12-861(c), State is entitled to an injunction permanently restraining and enjoining Kalshi from offering a sports wagering service in Connecticut without a license, along with the other relief sought in its prayer for relief.

COUNT TWO: CUTPA (UNFAIRNESS – ILLEGAL SPORTS WAGERING)

105. The allegations in paragraphs 1 through 104 are incorporated by reference as if fully set forth here.

106. At all relevant times, Kalshi has been engaged in trade or commerce in the State of Connecticut for the purposes of C.G.S. § 42-110b(a) in that it has advertised, sold, offered, or distributed services in this State through its operation of a prediction market both available for, and marketed to, Connecticut residents.

107. By engaging in the aforesaid acts and practices, including offering sports wagers in this State without a license and without complying with Connecticut law governing sports wagering, Kalshi has violated numerous public policies, including those: against illegal gambling including as embodied in C.G.S. § 53-278b; against underage wagering including as embodied in C.G.S. § 12-863(a) *et seq.*; against problem gambling including as embodied in C.G.S. §§ 12-863(c) and 12-871; in favor of

ensuring the financial health and integrity of sports wagering providers, including as embodied in Regs. Conn. State Agencies §§ 12-865-11 and -28; in favor of integrity in wagering and in intercollegiate and other sports events, including as embodied in C.G.S. §§ 12-865(13); 12-864 and 12-850(32) and Regs. Conn. State Agencies §12-865-27(d); and against misleading or deceptive advertising of sports wagering services, including as embodied in C.G.S. § 12-863.

108. Kalshi's aforesaid acts and practices are oppressive, unethical, immoral, and/or unscrupulous.

109. Kalshi's aforesaid acts and practices have caused, are causing, and/or will cause substantial injury to Connecticut consumers in that they:

- a. Cause or encourage Connecticut residents to engage in gambling conduct that violates Connecticut criminal and civil law;
- b. Charge and collect trading fees from Connecticut residents in connection with each unlawful wager;
- c. Expose Connecticut residents, specifically including minors and those struggling with gambling addiction, to harm from problem gambling unmitigated by the protections imposed by Connecticut law; and
- d. Cause or encourage Connecticut residents to trade contracts that are unenforceable under C.G.S. § 52-553.

110. Kalshi's aforesaid acts and practices therefore constitute unfair acts or practices in violation of General Statutes § 42-110b(a).

COUNT THREE: CUTPA (UNFAIRNESS – UNDERAGE GAMBLING)

111. The allegations in paragraphs 1 through 110 are incorporated by reference as if fully set forth here.

112. At all relevant times, Kalshi has been engaged in trade or commerce in the State of Connecticut for the purposes of C.G.S. § 42-110b(a) in that it has

advertised, sold, offered, or distributed services in this State through its operation of a prediction market both available for, and marketed to, Connecticut residents.

113. By engaging in the aforesaid acts and practices, including permitting those under age 21 to create accounts and place sports wagers; not restricting advertisements to those under the age of 21; and directing advertisements to those under the age of 21, Kalshi has violated the public policies against gambling by minors and against advertising gambling to minors.

114. Kalshi's aforesaid acts and practices are oppressive, unethical, immoral, and/or unscrupulous.

115. Kalshi's aforesaid acts and practices caused substantial injuries to Connecticut consumers in that they:

- a. Cause or encourage Connecticut residents under the age of 21 to place sports wagers;
- b. Expose and directly target a vulnerable population of Connecticut residents that is more susceptible to the harms of problem gambling and gambling addiction; and
- c. Charge and collect fees from Connecticut residents under the age of 21 in connection with its unlawful conduct.

116. Kalshi's aforesaid acts and practices therefore constitute unfair acts or practices in violation of General Statutes § 42-110b(a).

COUNT FOUR: CUTPA (DECEPTION)

117. The allegations in paragraphs 1 through 116 are incorporated by reference as if fully set forth here.

118. At all relevant times, Kalshi has been engaged in trade or commerce in the State of Connecticut for the purposes of C.G.S. § 42-110b(a) in that it has

advertised, sold, offered, or distributed services in this State through its operation of a prediction market both available for, and marketed to, Connecticut residents.

119. Kalshi's acts and practices, as described herein, are deceptive in that Kalshi made untrue and misleading statements and omissions to Connecticut consumers regarding material facts that were likely to mislead consumers acting reasonably under the circumstances including by:

- a. Falsely claiming that Kalshi's sports wagers are "legal" in all states, when they are illegal in Connecticut;
- b. Falsely claiming or implying that sports wagers transacted through Kalshi's prediction market are enforceable in Connecticut despite the operation of C.G.S. § 52-553; and
- c. Falsely claiming or implying that Kalshi's sports wagers are investment products that may provide financial security, rather than risky sports wagers.

120. Kalshi's aforesaid acts and practices therefore constitute deceptive acts or practices in violation of General Statutes § 42-110b(a).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff claims the following relief:

1. A temporary and permanent injunction pursuant to General Statutes § 12-861(c) enjoining Kalshi from further offering any sports wagering service or other conduct for which a license is required under Title 12 of the Connecticut General Statutes;
2. An order pursuant to General Statutes § 12-861(c) requiring disgorgement of all revenues received by Kalshi through its unlawful operation of a sports wagering service or other conduct for which a license was required under Title 12 of the Connecticut General Statutes or, in the alternative, requiring disgorgement in the amount of all taxes, fees, and contributions which Kalshi, were it a licensee, would have been obligated to remit;
3. A temporary and permanent injunction pursuant to General Statutes § 42-110m(a), enjoining the Defendants from further violation of General Statutes § 42-110b(a).
4. An order pursuant to General Statutes § 42-110m(a), directing the Defendants to pay restitution.
5. An order pursuant to General Statutes § 42-110o(b), directing the Defendants to pay civil penalties for each willful violation of General Statutes § 42-110b(a).
6. An order pursuant to General Statutes § 42-110m(a), directing the Defendants to disgorge all revenues, profits and gains achieved in whole or in part through the unfair and/or deceptive acts or practices complained of herein.
7. An award of attorneys' fees, pursuant to General Statutes § 42-110m(a).
8. Such other and further relief as the Court deems appropriate.

Plaintiff states that the amount in demand exceeds fifteen thousand dollars (\$15,000), exclusive of interests and costs.

STATE OF CONNECTICUT
WILLIAM TONG
ATTORNEY GENERAL

By: /s/ Joseph Gasser
Joseph Gasser, Juris No. 443231
Michael Nunes, Juris No. 444379
Assistant Attorneys General
Office of the Attorney General
165 Capitol Avenue
Hartford, CT 06106
Phone: 860-808-5400
Fax: 860-808-5593
Joseph.Gasser@ct.gov
Michael.Nunes@ct.gov

VERIFICATION

I, Jeffrey Hakala, Supervising Special Investigator for Gaming for the Department of Consumer Protection, being over the age of 18 and understanding the obligations of an oath, have examined the contents of the foregoing Verified Complaint and I hereby verify to the best of my knowledge that all of the allegations set forth in said Verified Complaint are true and accurate.



JEFFREY HAKALA
SUPERVISING SPECIAL INVESTIGATOR –
GAMING
Connecticut Department of Consumer Protection

Subscribed and sworn to before me on this 25th day of August, 2026:



Notary Public /
Commissioner of the Superior Court

Date Commission Expires:

EXHIBIT B

SUMMONS - CIVIL

JD-CV-1 Rev. 2-25
C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a, 52-48, 52-259;
P.B. §§ 3-1 through 3-21, 8-1, 10-13

For information on ADA accommodations, contact the Centralized ADA Office at 860-706-5310 or go to: www.jud.ct.gov/ADA/

STATE OF CONNECTICUT
JUDICIAL BRANCH
SUPERIOR COURT
www.jud.ct.gov

**Instructions are on page 2.**

- ☐ Select if amount, legal interest, or property in demand, not including interest and costs, is LESS than \$2,500.
- ☒ Select if amount, legal interest, or property in demand, not including interest and costs, is \$2,500 or MORE.
- ☒ Select if claiming other relief in addition to, or in place of, money or damages.

TO: Any proper officer

By authority of the State of Connecticut, you are hereby commanded to make due and legal service of this summons and attached complaint.

Address of court clerk (Number, street, town and zip code)

95 Washington Street, Hartford, CT 06106

Telephone number of clerk

(860) 548 – 2700

Return Date (Must be a Tuesday)

09/15/2026

☒ Judicial District

G.A.

At (City/Town)

☐ Housing Session

☐ Number:

Hartford

Case type code (See list on page 2)

Major: **M**

Minor: **90**

For the plaintiff(s) enter the appearance of:

Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code)

Joseph Gasser, Office of the Attorney General, 165 Capitol Avenue, Hartford, CT 06106

Juris number (if attorney or law firm)

443231

Telephone number

(860) 808 – 5247

Signature of plaintiff (if self-represented)

The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case. Any attorney who is not exempt from e-filing is required to accept electronic delivery. (Practice Book Section 10-13)

☒ Yes ☐ No

E-mail address for delivery of papers under Section 10-13 of the Connecticut Practice Book

joseph.gasser@ct.gov

Parties	Name (Last, First, Middle Initial) and address of each party (Number, street, P.O. Box, town, state, zip, country, if not USA)	
First plaintiff	Name: State of Connecticut Address: 165 Capitol Avenue, Hartford, CT 06106	P-01
Additional plaintiff	Name: Address:	P-02
First defendant	Name: KalshiEX, LLC Address: 416 West 13th Street, New York, NY 10014	D-01
Additional defendant	Name: Address:	D-02
Additional defendant	Name: Address:	D-03
Additional defendant	Name: Address:	D-04
Total number of plaintiffs: 1		Total number of defendants: 1
		☐ Form JD-CV-2 attached for additional parties

Notice to each defendant

- You are being sued.** This is a summons in a lawsuit. The complaint attached states the claims the plaintiff is making against you.
- To receive further notices, you or your attorney must file an *Appearance* (form JD-CL-12) with the clerk at the address above. Generally, it must be filed on or before the second day after the Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to appear.
- If you or your attorney do not file an *Appearance* on time, a default judgment may be entered against you. You can get an *Appearance* form at the court address above, or on-line at <https://jud.ct.gov/webforms/>.
- If you believe that you have insurance that may cover the claim being made against you in this lawsuit, you should immediately contact your insurance representative. Other actions you may take are described in the Connecticut Practice Book, which may be found in a superior court law library or on-line at <https://www.jud.ct.gov/pb.htm>.
- If you have questions about the summons and complaint, you should talk to an attorney.

The court staff is not allowed to give advice on legal matters.

Date 08/26/2026	Signed (Sign and select proper box) ☒ Commissioner of Superior Court ☐ _____ Clerk	Name of person signing Joseph E. Gasser
If this summons is signed by a Clerk: a. The signing has been done so that the plaintiff(s) will not be denied access to the courts. b. It is the responsibility of the plaintiff(s) to ensure that service is made in the manner provided by law. c. The court staff is not permitted to give any legal advice in connection with any lawsuit. d. The Clerk signing this summons at the request of the plaintiff(s) is not responsible in any way for any errors or omissions in the summons, any allegations contained in the complaint, or the service of the summons or complaint.		For Court Use Only File Date Docket Number
I certify I have read and understand the above:	Signed (Self-represented plaintiff)	Date

Print Form

Page 1 of 2

Reset Form

EXHIBIT C

RETURN DATE: SEPTEMBER 15, 2026	:	SUPERIOR COURT
	:	
STATE OF CONNECTICUT	:	J.D. OF HARTFORD
	:	AT HARTFORD
v.	:	
	:	
KALSHIEX, LLC	:	AUGUST 26, 2026

ORDER OF SERVICE

TO ANY PROPER OFFICER:

By authority of the State of Connecticut, you are hereby commanded to make service of the attached Summons, Verified Complaint, Application for Temporary Injunction (Ex Parte), Order of Ex Parte Temporary Injunction, and Order to Show Cause upon Defendant, Kalshi EX LLC, whose business address is 416 West 13th Street, New York, New York 10014, as provided for by statute for the service of process on or before the ____ day of _____ 2026.

HEREOF FAIL NOT, BUT MAKE DUE SERVICE AND RETURN ACCORDING TO LAW.

Dated at Hartford, Connecticut, this ____th day of August, 2026.

BY THE COURT

Judge/Clerk

EXHIBIT D

DOCKET NO. HHD-CV26-6230345-S	:	SUPERIOR COURT
	:	
STATE OF CONNECTICUT	:	J.D. OF HARTFORD
	:	AT HARTFORD
v.	:	
	:	
KALSHIEX, LLC	:	AUGUST 26, 2026

APPLICATION FOR TEMPORARY INJUNCTION (EX PARTE)

TO THE SUPERIOR COURT FOR THE JUDICIAL DISTRICT OF HARTFORD:

Plaintiff, State of Connecticut (“State”), represented by William Tong, Attorney General of the State of Connecticut, as requested by Bryan Cafferelli, Commissioner of Consumer Protection of the State of Connecticut (“Commissioner”), pursuant to General Statutes § 52-473 and Practice Book § 4-5(a)(3), General Statutes § 12-861(c), as amended by Public Act 26-82, § 4, and General Statutes § 42-110m, moves this Court to enter an ex parte temporary injunction, without bond, enjoining Defendant, KalshiEX, LLC from offering, advertising, or making available to Connecticut residents sports wagering services without a license issued by the Department of Consumer Protection pursuant to Chapter 229b of the General Statutes and violating the Connecticut Unfair Trade Practices Act, General Statutes § 42-110a *et seq.*, and in support, affirms that:

1. The Attorney General is empowered by General Statutes § 12-861(c), as amended by P.A. 26-82, § 4, at the request of the Commissioner, to apply to the Superior Court for an order temporarily or permanently restraining and enjoining any person from offering, advertising, or making available to any Connecticut resident any sports wagering service without a license as required under Chapter 229b of the General Statutes.

2. The Attorney General is further empowered by General Statutes § 42-110m to, at the request of the Commissioner to apply in the name of the State of Connecticut for, inter alia, an order temporarily or permanently restraining and enjoining the continuance of act or acts in violation of chapter 735a of the General Statutes.

3. The verified allegations in paragraphs 1 through 120 of the State's Verified Complaint are incorporated by reference as if fully set forth here.

4. As set forth more fully in the State's Verified Complaint, starting in January 2025, Kalshi began offering sports wagers to Connecticut residents without a license issued by the Department of Consumer Protection ("DCP") as required under Chapter 229b of the General Statutes.

5. In December 2025, DCP sent Kalshi a cease-and-desist letter warning Kalshi of the illegality of these wagers and that failure to cease offering them may result in civil penalties or criminal penalties. Rather than complying, Kalshi sued State officials in federal court.

6. Kalshi contended that it was free to offer sports wagers nationwide because its wagers are actually a species of derivative product, and are, it claimed, subject only to federal regulation by the Commodities Future Trading Commission ("CFTC").

7. On August 7, 2026, the United States District Court for the District of Connecticut, Oliver, J., rejected Kalshi's legal theory, denying Kalshi a preliminary injunction against enforcement of Connecticut law as to its sports event contracts, such as this very suit. *KalshiEX LLC v. Cafferelli*, No. 25-cv-2016, 2026 U.S. Dist. LEXIS 178500 (D. Conn. Aug. 7, 2026) ("*Cafferelli*").

8. The Connecticut District Court held that there is no federal protection for Kalshi's sports event contracts, concluding that "'at bottom, they are sports wagers,'" *Cafferelli*, 2026 U.S. Dist. LEXIS 178500, at *47 (quoting *KalshiEx, LLC v. Hendrick*, 817 F. Supp.3d 1014, 1029 (D. Nev. 2025)), subject to state law. This holding is consistent with several other federal and state courts in concluding as a matter of law that Kalshi's sports wagers are not swaps and/or are not subject to exclusive federal jurisdiction. See State's Verified Complaint ¶ 15 n.2.

9. General Statutes § 12-850(34) defines "sports wagering" as "risking or accepting any money, credit, deposit or other thing of value for gain contingent in whole or in part, (A) by any system or method of wagering, including, but not limited to, in person or through an electronic wagering platform; and (B) based on (i) a live sporting event or a portion or portions of a live sporting event, including future or propositional events during such an event; or (ii) the individual performance statistics of an athlete or athletes in a sporting event or a combination of sporting events."

10. Kalshi offers sports wagering services to residents in Connecticut through Kalshi.com and on Kalshi's app by, among other things, offering wagers based on a live sporting event or portions of a live sporting event, such as the winner, points scored, and individual performance statistics of an athlete or athletes.

11. Despite the District Court's ruling, Kalshi continues to offer sports wagering services to Connecticut residents without a license issued by DCP as required under Chapter 229b of the General Statutes.

12. Pursuant to General Statutes § 52-473, "[a]n injunction may be granted immediately, if the circumstances of the case demand it" without notice to the adverse

party if “it clearly appears from the specific facts shown by affidavit or by verified complaint that irreparable loss or damage will result to the plaintiff before the matter can be heard on notice.”

13. Though the State need not prove irreparable harm, *see Conservation Com. of Simsbury v. Price*, 193 Conn. 414, 429 (1984) (enactment of statute “by implication assumes that no adequate alternative remedy exists and that the injury was irreparable, that is, the legislation was needed otherwise it would not have been enacted”); *Fairchild Heights Residents Ass’n v. Fairchild Heights, Inc.*, 310 Conn. 797, 805 n.6 (2014) (“CUTPA...does not require allegations of irreparable harm”), the State will suffer significant irreparable losses if an immediate injunction enjoining Kalshi from offering sports wagers in Connecticut is not issued.

14. As demonstrated in the State’s Verified Complaint, the State will suffer irreparable loss or damage if an injunction is not issued immediately without notice to Kalshi.

15. As explained in the State’s Verified Complaint, Connecticut’s statutes and regulations governing the legal sports wagering market protect the public – specifically minors and problem gamblers – through a carefully crafted sports wagering regulatory scheme. State’s Verified Complaint ¶¶ 30-36.

16. Kalshi continues to offer sports wagering services to Connecticut residents without a license and in a manner that is wholly noncompliant with Connecticut’s strict sports wagering scheme, including but not limited to: offering sports wagers to minors, including many high school students; directly targeting and advertising to individuals

under the age of 21; and failing to provide required problem gambling prevention measures. *Id.* at ¶¶ 75-88.

17. Every day Kalshi offers sports wagers to residents in Connecticut is another day Connecticut residents under the age of 21 have direct access to sports wagering despite the Connecticut General Assembly's explicit public policy decisions to preclude such individuals from sports wagering and safeguard such individuals from direct advertising thereof.

18. Gambling by minors poses unique, well-understood, and documented harms "not only because of direct and immediate consequences, but also because of the risk of longer-term effects on their life trajectories, loss of financial and employment prospects, and damage to their relationships, health, and wellbeing."¹

19. Licensees in Connecticut's regulated sports wagering marketplace must pay significant revenue to the State in connection with their sports wagering receipts. Specifically, under General Statutes § 12-867(a)(a), master wagering licensees licensed to operate sports wagering must pay 13-3/4 percent of the gross gaming revenue, as defined in General Statutes § 12-867(b), to the State for deposit in the General Fund. A portion of these funds must be deposited into a youth sports grant account that funds nonprofit youth sports organizations in distressed municipalities. *Id.* § 12-867(a)(2).

20. Every day that Kalshi is permitted to offer sports wagers in Connecticut, it siphons revenue away from the State's regulated gaming marketplace that would otherwise be subject to taxes, causing irreparable loss to the State.

¹ Wardle et al., The Lancet Public Health Commission on Gambling, *Lancet Pub. Health*, Vol. 9, No. 11, at e950 (Nov. 2024), <https://www.sciencedirect.com/science/article/pii/S2468266724001671>

21. Furthermore, in addition to the irreparable loss and damage demonstrated above, good cause exists for the Court to issue an Order granting the State's application for temporary injunction on an ex parte basis without notice under Practice Book § 4-5(a)(3). In actions similar to this one across the country, Kalshi has removed such actions to federal court on meritless grounds to delay an injunction and continue its illegal conduct. *See, e.g., Nevada ex rel. Nevada Gaming Control Board v. Kalshiex, LLC*, No. 2:26-cv-406, 2026 U.S. Dist. LEXIS 41964, at *1 (D. Nev. Mar. 2, 2026) (granting Nevada's motion to remand). On information and belief, to date, Kalshi has failed to successfully demonstrate a basis for federal jurisdiction in any federal court. *See, e.g., Washington v. KalshiEX, LLC*, No. C26-1062-JCC, 2026 U.S. Dist. LEXIS 99374, at *4-5 (W.D. Wash. May 5, 2026) ("[Kalshi] cannot establish a proper basis for this Court's subject matter jurisdiction and/or (by extension) a basis for removal of this matter, absent a strained interpretation of existing law"); *Ohio Gambling Recovery, LLC v. Kalshi Inc.*, No. 25-cv-1573, 2026 U.S. Dist. LEXIS 67008, at *16-22 (N.D. Oh. Mar. 30, 2026) (remanding based, inter alia, on lack of federal question jurisdiction).

22. The State has reason to believe that if the Court does not grant an ex parte temporary injunction immediately, without notice, Kalshi will, consistent with its efforts in prior cases, remove this action to federal court on meritless grounds for the sole purpose of evading the jurisdiction of this Court and delaying an order enjoining it from offering sports wagers in Connecticut.

23. Accordingly, pursuant to Practice Book § 4-5(a)(3), Plaintiff, State of Connecticut requests that it be excused from giving advance notice to Defendant of this Application.

Wherefore, pursuant to General Statutes § 12-861(c), as amended by P.A. 26-82, § 4, and pursuant to General Statutes § 42-110m, the State moves for:

1. An injunction restraining Kalshi from offering, advertising, or making available to any Connecticut resident sports wagering services without a license pursuant to Chapter 229b of the General Statutes, as more fully set forth in the Proposed Order;
2. An injunction restraining Kalshi from further violations of the Connecticut Unfair Trade Practices Act in connection with its offer of unlawful sports wagers in Connecticut, as more fully set forth in the Proposed Order; and
3. Such other relief as this Court may deem appropriate.

HEREOF FAIL NOT, BUT MAKE DUE SERVICE AND RETURN ACCORDING TO LAW.

Dated at Hartford, Connecticut, this 26th day of August, 2026.

PLAINTIFF

STATE OF CONNECTICUT

WILLIAM TONG
ATTORNEY GENERAL

By: /s/ Joseph E. Gasser
Joseph Gasser (Juris No. 443231)
Michael Nunes (Juris No. 444379)
Assistant Attorneys General
165 Capitol Avenue
Hartford, CT 06106
Tel. (860) 808-5400
Michael.Nunes@ct.gov
Joseph.Gasser@ct.gov

EXHIBIT E

RETURN DATE: SEPTEMBER 15, 2026	:	SUPERIOR COURT
	:	
STATE OF CONNECTICUT	:	J.D. OF HARTFORD
	:	AT HARTFORD
v.	:	
	:	
KALSHIEX, LLC	:	AUGUST 26, 2026

(PROPOSED) ORDER OF EX PARTE TEMPORARY INJUNCTION

The Plaintiff's Complaint, duly verified, and Application for Temporary Injunction having been duly considered by the Court, and good cause having been shown, it is hereby ORDERED:

1. Under General Statutes § 12-861(c), as amended by P.A. 26-82, § 4, Defendant KalshiEX LLC and its officers, agents, employees, attorneys, successors and assigns, and all other persons and entities who receive actual notice of this Order, are hereby ENJOINED from offering, advertising or making available to any resident of this state any sports wagering service without a license required under Chapter 229b of the General Statutes, specifically including the following:
 - a. Advertising, promoting, marketing, or soliciting participation in any sports wagering service to persons located in Connecticut or using a Connecticut address, including via websites, mobile apps, push notifications, social media, influencers, affiliates, paid placements, or otherwise;
 - b. Accepting deposits, stakes, consideration, or fees in connection with any sports wager from persons located in Connecticut or using a Connecticut address;

- c. Offering, listing, matching, or otherwise facilitating any contract, instrument, or product that constitutes sports wagering to any person through any platform or channel accessible in Connecticut;
 - d. Permitting account creation, verification, funding, or maintenance by any person for the purpose of accessing, viewing, trading, or settling sports wagers in Connecticut.
2. Under General Statutes § 42-110m, Defendant KalshiEX LLC and its officers, agents, employees, attorneys, successors and assigns, and all other persons and entities who receive actual notice of this Order, are hereby ENJOINED from violating the provisions of chapter 735a of the Connecticut General Statutes in connection with their offer, advertising, or operation of any sports wagering platform in Connecticut.

This Order shall remain in effect for 30 days unless otherwise ordered.

Date

Judge of the Superior Court

EXHIBIT F

RETURN DATE: SEPTEMBER 15, 2026	:	SUPERIOR COURT
	:	
STATE OF CONNECTICUT	:	J.D. OF HARTFORD
	:	AT HARTFORD
v.	:	
	:	
KALSHIEX, LLC	:	AUGUST 26, 2026

ORDER TO SHOW CAUSE

WHEREAS, the foregoing Application for an order seeking an ex parte temporary injunction and the Complaint by Plaintiff, State of Connecticut, duly verified, have been presented to the Court; and

WHEREAS, upon application of Plaintiff, State of Connecticut, it appears that an order should be issued directing Defendant, KalshiEX LLC, to appear before the Court to show cause why a temporary injunction should not remain in effect.

NOW THEREFORE, it is **ORDERED** that Defendant KalshiEX LLC be summoned to appear before the Superior Court for the Judicial District of Hartford in Courtroom ____, at 95 Washington Street, Hartford, Connecticut, on the ____ day of _____, 2026, at ____ o'clock in the a.m./p.m. then and there to show cause why this temporary injunction should not remain in effect as prayed for in the State of Connecticut's Verified Complaint and Application.

Service to be made upon Defendant on or before _____, 2026.

Dated at Hartford, Connecticut, this ____ day of _____, 2026.

Judge/Clerk

EXHIBIT G



State of Connecticut Judicial Branch Superior Court Case Look-up



Superior Court Case Look-up
Civil/Family
Housing
Small Claims

Attorney/Firm Juris Number Look-up

Case Look-up
By Party Name
By Docket Number
By Attorney/Firm Juris Number
By Property Address

Short Calendar Look-up
By Court Location
By Attorney/Firm Juris Number
Motion to Seal or Close
Calendar Notices

Court Events Look-up
By Date
By Docket Number
By Attorney/Firm Juris Number

Legal Notices

Pending Foreclosure Sales

Understanding
Display of Case Information

Contact Us



Comments

HHD-CV26-
6230345-S

Prefix/Suffix:
[none]

STATE OF CONNECTICUT v. KALSHIEX, LLC

Case Type: M90 File Date: 08/26/2026 Return Date: 09/15/2026

Case Detail Notices History Scheduled Court Dates E-Services Login Screen Section Help
[To receive an email when there is activity on this case, click here.](#)

Information Updated as of: 08/26/2026

Case Information

Case Type: M90 - Misc - All other
Court Location: HARTFORD JD
List Type: No List Type
Trial List Claim:
Last Action Date: 08/26/2026 (The "last action date" is the date the information was entered in the system)

Disposition Information

Disposition Date:
Disposition:
Judge or Magistrate:

Party & Appearance Information

Party	Party Details	No Fee Party	Category
P-01	STATE OF CONNECTICUT Attorney: JOSEPH EDWARD GASSER (443231) File Date: 08/26/2026 <i>NEW</i> AG-CONSUMER PROTECTION 165 CAPITOL AVE 4TH FLR HARTFORD , CT 06106 Attorney: MICHAEL A NUNES (444379) File Date: 08/26/2026 <i>NEW</i> AG-CONSUMER PROTECTION 165 CAPITOL AVE 4TH FLR HARTFORD , CT 06106		Plaintiff
D-01	KALSHIEX, LLC Non-Appearing		Defendant

Viewing Documents on Civil, Housing and Small Claims Cases:

If there is an  in front of the docket number at the top of this page, then the file is electronic (paperless).

- Documents, court orders and judicial notices in electronic (paperless) civil, housing and small claims cases with a return date on or after January 1, 2014 are available publicly over the internet.* For more information on what you can view in all cases, view the [Electronic Access to Court Documents Quick Card](#).
- For civil cases filed prior to 2014, court orders and judicial notices that are electronic are available publicly over the internet. Orders can be viewed by selecting the link to the order from the list below. Notices can be viewed by clicking the **Notices** tab above and selecting the link.*
- Documents, court orders and judicial notices in an electronic (paperless) file can be viewed at any judicial district courthouse during normal business hours.*

- Pleadings or other documents that are not electronic (paperless) can be viewed only during normal business hours at the Clerk's Office in the Judicial District where the case is located.*
- An Affidavit of Debt is not available publicly over the internet on small claims cases filed before October 16, 2017.*

*Any documents protected by law Or by court order that are Not open to the public cannot be viewed by the public online And can only be viewed in person at the clerk's office where the file is located by those authorized by law or court order to see them.

Motions / Pleadings / Documents / Case Status				
Entry No	File Date	Filed By	Description	Arguable
	08/26/2026	P	APPEARANCE  NEW Appearance	
100.30	08/26/2026	P	SUMMONS  NEW	No
100.31	08/26/2026	P	COMPLAINT  NEW	No
100.32	08/26/2026	P	ORDER FOR HEARING, NOTICE AND SERVICE/RULE TO SHOW CAUSE (PRE-SERVICE)  NEW	Yes
100.33	08/26/2026	P	PROPOSED ORDER - TEMPORARY/EX PARTE  NEW	No
101.00	08/26/2026	P	MOTION FOR TEMPORARY INJUNCTION  NEW	Yes
102.00	08/26/2026	P	ORDER FOR HEARING, NOTICE AND SERVICE/RULE TO SHOW CAUSE (PRE-SERVICE)  NEW Order of Service	Yes

Scheduled Court Dates as of 08/25/2026				
HHD-CV26-6230345-S - STATE OF CONNECTICUT v. KALSHIEX, LLC				
#	Date	Time	Event Description	Status
No Events Scheduled				

Judicial ADR events may be heard in a court that is different from the court where the case is filed. To check location information about an ADR event, select the **Notices** tab on the top of the case detail page.

Matters that appear on the Short Calendar are shown as scheduled court events on this page. The date displayed on this page is the date of the calendar.

The status of a Short Calendar matter is not displayed because it is determined by markings made by the parties as required by the calendar notices and the [civil](#) standing orders. Markings made electronically can be viewed by those who have electronic access through the Markings History link on the Civil/Family Menu in E-Services. Markings made by telephone can only be obtained through the clerk's office. If more than one motion is on a single short calendar, the calendar will be listed once on this page. You can see more information on matters appearing on Short Calendars by going to the [Civil/Family Case Look-Up](#) page and [Short Calendars By Juris Number](#) or [By Court Location](#).

Periodic changes to terminology that do not affect the status of the case may be made.

This list does not constitute or replace official notice of scheduled court events.

Disclaimer: For civil and family cases statewide, case information is displayed and is available for inquiry on this website for a period of time, one year to a maximum period of ten years, after the disposition date. To the extent that Connecticut Practice Book Sections 7-10 and 7-11 provide for a shorter period of time, this information will be displayed for the shorter period.

In accordance with the Federal Violence Against Women Act of 2005, cases involving relief from physical abuse (restraining orders), civil protection orders, foreign protective orders, and motions that would be likely to publicly reveal the identity or location of a protected party may

not be displayed and may be available only at the courts.

Pursuant to section 47a-26j of the Connecticut General Statutes, certain eviction cases will be removed from this website 30 days after disposition or other final activity of the case.

[Attorneys](#) | [Case Look-up](#) | [Courts](#) | [Directories](#) | [EducationalResources](#) | [E-Services](#) | [FAQ's](#) | [Juror Information](#) | [News & Updates](#) | [Opinions](#) | [Opportunities](#) | [Self-Help](#) | [Home](#)

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Page Created on 8/26/2026 at 1:48:46 PM

EXHIBIT H

**SUPERIOR COURT
JUDICIAL DISTRICT OF HARTFORD**

CONNECTICUT,

Plaintiff,

v.

KALSHIEX LLC,

Defendant.

DOCKET #: HHD-CV26-6230345-S

NOTICE OF FILING NOTICE OF REMOVAL

PLEASE TAKE NOTICE that on August 26, 2026, Defendant KalshiEX LLC, pursuant to 28 U.S.C. §§ 1331, 1441, and 1442, filed a Notice of Removal with the Clerk of the United States District Court for the District of Connecticut. A true and correct copy of the Notice of Removal is attached as **Exhibit A**.

Dated: August 26, 2026
Hartford, CT

Respectfully submitted,

/s/ Vanessa Roberts Avery

Vanessa Roberts Avery (ct 21000)
McCarter & English, LLP
CityPlace I, 185 Asylum Street
Hartford, CT 06103
Telephone: (860) 275-6700
vavery@mccarter.com

Counsel for Defendant KalshiEX LLC

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

State of Connecticut

(b) County of Residence of First Listed Plaintiff Hartford
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

See attached.

DEFENDANTS

KalshiEX LLC

County of Residence of First Listed Defendant New York
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

See attached.

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | ☐ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☒ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §§ 1332, 1441(a), 1446; 7 U.S.C. §§ 1, et seq.

Brief description of cause:

Plaintiff asserts a claim for declaratory and injunctive relief based on alleged violations of Connecticut wagering laws.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.DEMAND \$
15,000

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE See attached.DOCKET NUMBER See attached.

DATE

08/26/2026

SIGNATURE OF ATTORNEY OF RECORD

s/ Vanessa Roberts Avery

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Attachment to Civil Cover Sheet

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Related Cases

KalshiEX LLC v. Cafferelli, D. Conn. No. 3:25-cv-2016, Hon. Vernon D. Oliver
KalshiEX LLC v. Cafferelli, 2d Cir. No. 26-2239
United States v. Connecticut, D. Conn. No. 3:26-cv-498, Hon. Vernon D. Oliver