

1 from operating a derivatives exchange and prediction market (“market”) that offers event-
2 based contracts relating to sporting and other events to people within Nevada without
3 obtaining all required Nevada gaming licenses, and from allowing its market to accept
4 wagers from persons under the age of 21 in Nevada. This Renewed Application is made
5 pursuant to NRCP 65 and is based upon the following Memorandum of Points and
6 Authorities, the Declaration of Jessica E. Whelan, attached hereto as **Exhibit 1**, all papers
7 on file herein, and any oral argument this Court permits.

8 MEMORANDUM OF POINTS AND AUTHORITIES

9 I. **FACTS**

10 A. **The State Comprehensively Regulates Gaming in Nevada.**

11 Nevada has a long history of gaming regulation. Except for a brief period during
12 prohibition, Nevada has allowed some form of legalized gaming for over 150 years. *See*
13 *Becky Harris & Husna Alikhan, Nevada, Over 60 Years Regulating Gambling—A*
14 *Jurisdictional Overview*, 23 Gaming L. Rev. 645, 648 & n.18 (2019).

15 Nevada’s gaming industry is “vitaly important to the economy of the State and the
16 general welfare of the inhabitants.” NRS 463.0129(1)(a). All entities that conduct gaming
17 in Nevada must “be licensed, controlled and assisted to protect the public health, safety,
18 morals, good order and general welfare of the inhabitants of the State.” NRS 463.0129(1)(d).

19 The Nevada Legislature has found that the continued growth and success of gaming
20 “is dependent on public confidence and trust that licensed gaming” is “conducted honestly
21 and competitively.” NRS 463.0129(1)(b). And the Legislature has made clear that “public
22 confidence and trust can only be maintained by *strict* regulation of all persons, locations,
23 practices, associates, and activities related” to the operation of gaming in Nevada. NRS
24 463.0129(1)(c) (emphasis added). The BOARD is statutorily charged with administering
25 and enforcing Nevada gaming law. NRS 463.140(1).

26 “Gaming” in Nevada is synonymous with “gambling” and includes any regulated
27 game. NRS 463.0153. A “game” subject to regulation in Nevada includes “any game played
28 with . . . equipment or any mechanical or electronic device or machine for money . . . or any

1 representative of value” that is accessible in Nevada. NRS 463.0152. The games subject to
2 regulation in Nevada include “percentage game[s].” NRS 463.0152. A “percentage game”
3 exists where the “house” does not directly participate in a wager and its only stake is a
4 commission derived from the wager. *See Hughes Props. v. State*, 100 Nev. 295, 297 (1984).
5 Gaming includes operating a “sports pool,” which is “the business of accepting wagers on
6 sporting events or other events by any system or method of wagering,” NRS 463.0193; a
7 “wager” is “a sum of money or representative of value that is risked on an occurrence for
8 which the outcome is uncertain,” NRS 463.01962.

9 Nevada law comprehensively regulates entities that conduct gaming activities in the
10 State. Every entity that makes gaming activities accessible in Nevada is subject to a
11 rigorous licensing process. NRS 463.160(1). Entities conducting gaming activities in the
12 State of Nevada must pay taxes on gross gaming revenue derived from gaming activities
13 accessible in the State. NRS 463.373. Licensed entities accepting wagers from persons in
14 the State of Nevada must have a physical location in Nevada. Nev. Gam’g Comm. Reg.
15 22.060(2). Licensed entities may not accept wagers from those under 21 years of age. NRS
16 463.350. Further, licensed entities accepting wagers on sporting events must employ
17 safeguards to ensure that wagers are not being placed on an event by owners, coaches,
18 players, or officials participating in the event, and must communicate with Nevada gaming
19 regulatory authorities about potential evidence of match fixing or point shaving. *See Nev.*
20 *Gam’g Comm. Reg. 22.1205(2)*. Failing to enforce these laws would severely weaken the
21 State’s ability to strictly regulate gaming and would jeopardize the growth and integrity of
22 Nevada’s gaming industry, which is vitally important to its economy and the welfare of its
23 citizens.

24 **B. POLYMARKET’s Market is a Gambling Game and/or Sports Pool and**
25 **Accepts Wagers from Persons in Nevada.**

26 POLYMARKET operates a market that offers event-based contracts relating to
27 sporting and other events. Compl. ¶ 20. These events include, but are not limited to, college
28 basketball games, college and professional football games, and elections. *Id.*

1 POLYMARKET's event contracts are wagers under NRS 463.01962:
2 POLYMARKET's market allows persons located in Nevada to risk money on sporting
3 events and elections, and the outcomes of sporting events and elections are, by their very
4 nature, uncertain. *See, e.g.,* POLYMARKET, *Rams vs Bears*, perma.cc/6YNG-F4PN
5 (allowing a user to spend \$0.36 on an event contract that pays out \$1.00 if the Bears win
6 their January 18, 2026, playoff game against the Rams). POLYMARKET consequently
7 operates a "sports pool" under Nevada law. NRS 463.0193.

8 Further, POLYMARKET's market takes a commission, or percentage, on the wagers
9 placed through its market. *See* POLYMARKET, *Fees & Operating Hours*, perma.cc/FWA6-
10 RADG. POLYMARKET accordingly offers a "percentage game"—a type of "gambling
11 game"—under Nevada law. NRS 463.0152.

12 A person can access POLYMARKET's market through its mobile app. Compl. ¶ 18.
13 POLYMARKET uses computers and servers to make its event-based contracts available on
14 its mobile app. *Id.* A person enters into an event-based contract on POLYMARKET's
15 market with the payment of money. *Id.*

16 C. POLYMARKET's Activities in Nevada Cause Harm to Nevada.

17 Although POLYMARKET conducts gaming activity in Nevada, including by
18 operating a sports pool, POLYMARKET does not comply with Nevada gaming law. Among
19 other things, POLYMARKET has not undergone Nevada's rigorous licensing process to
20 obtain a gaming license for its wagering activities. Compl. ¶ 27. It accordingly does not
21 possess a Nevada license to conduct gaming activities, including operating a sports pool.
22 *Id.* ¶ 37. Further, POLYMARKET does not pay taxes on gross gaming revenue generated
23 from wagers placed by persons in Nevada. *Id.* ¶ 29. And POLYMARKET does not have a
24 physical location in Nevada. *Id.* ¶ 31.

25 POLYMARKET also does not comply with the various regulations on gaming that
26 Nevada has imposed to protect Nevada and its citizens. POLYMARKET does not require
27 its patrons to be at least 21 years of age to place a wager in its markets, Compl. ¶ 33;
28 instead, it allows anyone over the age of 18 to create an account and trade on its platform,

1 *see* POLYMARKET, *Terms of Service* (Aug. 26, 2025), perma.cc/L3Y2-U4YS. To Plaintiff's
2 knowledge, POLYMARKET does not employ adequate safeguards to ensure that wagers
3 are not being placed on an event by owners, coaches, players, or officials participating in
4 the event, and does not communicate about potential evidence of match fixing or point
5 shaving to Nevada regulatory authorities. Compl. ¶ 35.

6 **II. PROCEDURAL HISTORY**

7 On January 16, 2026, the BOARD filed a Complaint for Permanent Injunction and
8 Declaratory Relief to obtain a declaration from this Court that POLYMARKET is violating
9 Nevada law and an injunction ordering POLYMARKET to cease its violations of Nevada
10 law. *See* Compl. 11. That same day, the BOARD filed an Application for Temporary
11 Restraining Order and Motion for Preliminary Injunction ("PI Motion"). *See* 1/16/26 PI Mot.
12 On January 21, 2026, the BOARD filed an Errata to its PI Motion, informing the Court
13 that it had inadvertently omitted a declaration in support of its Application for Temporary
14 Restraining Order, and including that declaration, as well as a proposed Temporary
15 Restraining Order. *See* 1/21/26 Errata.

16 On January 22, 2026, POLYMARKET filed a Preliminary Response and Request for
17 Opportunity to File Full Opposition to Plaintiff's Application for Temporary Restraining
18 Order and Motion for Preliminary Injunction and to Attend Hearing and Be Heard Thereon
19 ("Preliminary Opposition"). *See* 1/22/26 Preliminary Opp.

20 On January 23, 2026, this Court issued an order denying without prejudice the
21 BOARD's Application for Temporary Restraining Order and setting a hearing on the PI
22 Motion for February 19, 2026. *See* 1/23/26 Order. The Court's order denying the Application
23 for Temporary Restraining Order did so "on procedural grounds" and allowed the BOARD
24 to resubmit its request. *See* 1/23/26 Order at 3.

25 In this Renewed Application for Ex Parte Temporary Restraining Order, the BOARD
26 seeks an ex parte temporary restraining order prohibiting POLYMARKET and any of its
27 agents, employees, officers, or affiliates from operating a market that offers event-based
28 contracts relating to sporting and other events to people within Nevada without obtaining

1 the required Nevada gaming licenses, and prohibiting POLYMARKET from allowing its
2 market to accept wagers from persons under the age of 21 in Nevada. Notwithstanding the
3 ex parte nature of the relief sought, because the BOARD is now aware of and in contact
4 with counsel for POLYMARKET, the BOARD provided email notice to POLYMARKET's
5 counsel on January 26, 2026, in advance of this filing. *See* Ex. 1, ¶ 7. The BOARD
6 nonetheless seeks immediate, ex parte relief, as POLYMARKET's unlicensed and
7 unregulated operation in the State of Nevada is causing significant harm to the State, its
8 citizens, and its gaming industry, every day that it is permitted to continue operating. *Id.*

9 III. LEGAL STANDARD

10 Nevada Rule of Civil Procedure 65(b) authorizes a court to issue an ex parte
11 temporary restraining order. Courts often apply similar standards for temporary
12 restraining orders and preliminary injunctions, as both are forms of injunctive relief aimed
13 at preventing harm before a final resolution of the case. *See, e.g., LIT Ventures, LLC v.*
14 *Carranza*, 457 F. Supp. 3d 906, 908 (D. Nev. 2020). A court should grant such relief when
15 it “appear[s] by the complaint that the plaintiff is entitled to the relief demanded, and such
16 relief or any part thereof consists in restraining the commission or continuance of the act
17 complained of,” NRS 33.010(1), and when “the commission or continuance of some act,
18 during the litigation, would produce great or irreparable injury to the plaintiff,” NRS
19 33.010(2). The plaintiff must demonstrate two elements: (1) there is a reasonable likelihood
20 that the plaintiff will prevail in the underlying case and (2) absent a relief, the plaintiff will
21 suffer irreparable harm for which compensatory damages are not sufficient. *Elk Point*
22 *Country Club Homeowners' Ass'n, Inc. v. K.J. Brown, LLC*, 138 Nev. 640, 642, 515 P.3d 837,
23 839 (2022); *Posner v. U.S. Bank Nat'l Ass'n*, 140 Nev. Adv. Op. 22, 545 P.3d 1150, 1152
24 (Nev. 2024). The court may also consider the balance of hardships and the public interest.
25 *See Univ. & Cmty. Coll. Sys. of Nev. v. Nevadans for Sound Gov't*, 120 Nev. 712, 721, 100
26 P.3d 179, 187 (2004).

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1 The key question in issuing a temporary restraining order is whether the Plaintiff
2 has shown that it will suffer “immediate and irreparable injury.” NRC 65(b); *see State ex*
3 *rel. Friedman v. Eighth Jud. Dist. Ct. In & For Clark Cnty.*, 81 Nev. 131, 134, 399 P.2d 632,
4 633 (1965).

5 The requirements a temporary restraining order are met here. In particular, the
6 BOARD is suffering serious, ongoing, irreparable harm every day that POLYMARKET
7 operates its market in violation of Nevada law, and so the Court should immediately issue
8 an ex parte temporary restraining order.

9 **IV. ARGUMENT**

10 POLYMARKET has been willfully circumventing Nevada law requiring all gaming
11 activity in the State to be strictly regulated and licensed. POLYMARKET operates a “sports
12 pool” and/or “gambling game” under Nevada law. Yet POLYMARKET does not possess a
13 Nevada license to operate a sports pool or conduct other gaming activity in Nevada.
14 POLYMARKET also does not follow many of the restrictions on licensed gaming in the
15 State. In particular, POLYMARKET allows persons under 21 years of age to wager on its
16 market. Accordingly, the BOARD is entitled to a temporary restraining order prohibiting
17 POLYMARKET from operating an unlicensed sports pool in Nevada and prohibiting
18 POLYMARKET from accepting wagers from persons under the age of 21.

19 **A. Plaintiff is likely to succeed on the merits of its claims.**

20 The BOARD is likely to succeed in showing that POLYMARKET violates, at a
21 minimum, NRS 463.160, 463.350, 465.086, and 465.092.

22 POLYMARKET violates NRS 463.160. Pursuant to NRS 463.160, it is unlawful for
23 a person to expose a game or a sports pool for play in Nevada without the required gaming
24 licenses. POLYMARKET’s market exposes a percentage game and/or sports pool for play
25 in Nevada. Compl. ¶¶ 18–24. POLYMARKET does not possess a Nevada gaming license
26 either to offer a percentage game or to operate a sports pool in Nevada. *Id.* ¶ 39.
27 Accordingly, POLYMARKET, in making its market available to persons located in Nevada,
28 has violated and continues to violate NRS 463.160.

1 POLYMARKET violates NRS 463.350. Pursuant to NRS 463.350, a person under the
2 age of 21 may not play, be allowed to play, place wagers at, or collect winnings from any
3 game or sports pool. POLYMARKET's market constitutes a percentage game and/or sports
4 pool. Compl. ¶¶ 18–24. Yet POLYMARKET's market does not restrict persons under the
5 age of 21 from participating. *Id.* ¶ 43. Accordingly, POLYMARKET, in making its market
6 available to persons located in Nevada who are under the age of 21, has violated and
7 continues to violate NRS 463.350.

8 POLYMARKET violates NRS 465.086. Pursuant to NRS 465.086(1), it is unlawful
9 for any person to directly or indirectly receive any compensation or any percentage or share
10 of the money played for accepting or facilitating any wager upon the result of any sporting
11 event without a gaming license. POLYMARKET is not licensed to accept wagers in Nevada.
12 Compl. ¶ 47. POLYMARKET's market accepts wagers in Nevada. *Id.* ¶ 48. In addition to
13 accepting wagers on the results of sporting events and other events, POLYMARKET's
14 market facilitates wagers on sporting events and other events between individual
15 participants in its market. *Id.* ¶ 49. POLYMARKET takes a percentage of money wagered
16 through its market in the form of commissions styled as "trading fees." POLYMARKET,
17 *Fees & Operating Hours*, perma.cc/FWA6-RADG. Accordingly, POLYMARKET, in
18 operating its market, has violated and continues to violate NRS 465.086.

19 POLYMARKET violates NRS 465.092. Pursuant to NRS 465.092, it is unlawful for
20 a person to knowingly accept a wager from a person inside of Nevada through a medium of
21 communication unless the person accepting the wager is licensed pursuant to Nevada law
22 and otherwise complies with applicable Nevada laws and regulations concerning wagering.
23 POLYMARKET's market accepts wagers on sporting events and other events. Compl. ¶ 54.
24 POLYMARKET's market accepts wagers from persons inside of Nevada. *Id.* ¶ 55. The
25 Internet is a medium of communication. NRS 465.091. POLYMARKET's market uses the
26 Internet for wagering activities. Compl. ¶ 57. Accordingly, in operating its market,
27 POLYMARKET is a person knowingly accepting wagers from persons inside of Nevada
28

1 through a medium of communication and has violated and continues to violate NRS
2 465.092.

3 For at least these reasons, POLYMARKET is violating Nevada gaming law. Yet
4 POLYMARKET has made clear that it will not voluntarily obtain a gaming license or
5 otherwise comply with Nevada gaming law. The BOARD therefore is likely to succeed on
6 the merits of its claims and obtain a permanent injunction from this Court enjoining
7 POLYMARKET from operating its market without complying with Nevada gaming law.

8 **B. Plaintiff is suffering and will continue to suffer immediate and**
9 **irreparable harm absent relief.**

10 Plaintiff suffers serious and irreparable harm every day that POLYMARKET
11 operates its market in violation of Nevada law. The Nevada Legislature has enacted a
12 “comprehensive regulatory structure, coupled with strict licensing standards” to ensure the
13 integrity of gaming in the State. NRS 463.745. Plaintiff is statutorily charged with
14 enforcing Nevada gaming law and overseeing Nevada’s gaming industry, to protect the
15 reputation of the State of Nevada, to protect the reputation of gaming in Nevada, and to
16 protect the public health, safety, morals, good order, and general welfare of the inhabitants
17 of Nevada. NRS 463.140(1).

18 POLYMARKET’s failure to comply with Nevada gaming law impairs the BOARD
19 from carrying out its statutory functions. For example, to ensure that wagering is fair,
20 Nevada gaming regulations prohibit accepting wagers on sporting events from owners,
21 coaches, players, officials, or other participants in the event and require licensees to take
22 reasonable steps to avoid circumvention of this regulation. Nev. Gam’g Comm. Reg.
23 22.1205(2). Licensed sports books also must: (1) obtain certain identification information
24 from patrons who place wagers of a certain size; (2) prevent multiple wagers designed to
25 circumvent the identification requirements for wagers of a certain size; and (3) prevent
26 wagers structured to circumvent the identification requirements. Nev. Gam’g Comm. Reg.
27 22.061, 22.062, and 22.063. Further, licensed sports books must communicate with the
28 BOARD about potential evidence of match fixing or point shaving. *See* Nev. Gam’g Comm.

1 Reg. 22.121. To Plaintiff's knowledge, POLYMARKET does not adhere to these
2 requirements, which harms the BOARD by preventing it from ensuring the integrity of
3 gaming in the State.

4 POLYMARKET's failure to comply with Nevada gaming law gives it a massive and
5 unfair competitive advantage over its competitors, which greatly disrupts the gaming
6 industry. That advantage is both pecuniary, in that POLYMARKET does not need to spend
7 the money its competitors need to spend on licensing fees, taxes, and compliance (including
8 maintaining a physical location in Nevada), as well as strategic, in that POLYMARKET's
9 products are not subject to the same requirements as its competitors. Plaintiff, which is
10 charged with ensuring that gaming in Nevada is fair, suffers irreparable harm when
11 POLYMARKET is able to distort the playing field and disrupt the industry in this manner.
12 *See Hotel Emps. & Rest. Emps. Int'l Union v. Nev. Gaming Comm'n*, 984 F.2d 1507, 1509
13 (9th Cir. 1993).

14 The harm only increases the longer POLYMARKET is allowed to operate unfettered.
15 POLYMARKET's ability to profit from unlicensed gaming will incentivize others to enter
16 into prediction markets instead of becoming (or remaining) licensed by the State. Indeed,
17 that already has started to happen: DraftKings and FanDuel have decided to forgo
18 licensing in Nevada so that they can enter the prediction-markets business in other States.
19 *See KalshiEX LLC v. Hendrick*, 2025 WL 3286282, at *14 (D. Nev. Nov. 24, 2025), *appeal*
20 *pending*, No 25-7516 (9th Cir. filed Nov. 25, 2025). Other sportsbooks could follow suit,
21 "unleashing even more unregulated gambling." *Id.*

22 Thus, the harms caused by POLYMARKET are ongoing, serious, and irreparable.
23 The BOARD seeks to stop the harms caused by POLYMARKET.

24 **C. The balance of hardships and the public interest weigh heavily in**
25 **favor of granting an ex parte temporary restraining order.**

26 Compared to the ongoing, severe, irreparable harm that POLYMARKET's market
27 causes to the BOARD and to the State, any harms that POLYMARKET claims to suffer
28 from an injunction are insignificant. Indeed, the BOARD seeks only for POLYMARKET to

1 follow Nevada gaming law, and following the law is not a harm. *See Goldman v. Newage*
2 *Lake Las Vegas, LLC*, 2019 WL 13254890, at *1 (D. Nev. Oct. 23, 2019).

3 POLYMARKET may contend that federal law preempts Nevada gaming law, and
4 that it is harmed by being required to follow preempted law. But a federal district court
5 evaluating this argument brought by POLYMARKET's competitor concluded that the
6 competitor is not likely to prevail on the argument. *KalshiEX*, 2025 WL 3286282, at *6–12.

7 The public interest similarly weighs in favor of enjoining POLYMARKET from
8 violating Nevada gaming law. The Legislature has determined that “[p]ublic confidence
9 and trust can only be maintained by strict regulation of all persons, locations, practices,
10 associations and activities related to the operation of licensed gaming establishments.”
11 NRS 463.0129(1)(c). “All establishments where gaming is conducted . . . must therefore be
12 licensed, controlled and assisted to protect the public health, safety, morals, good order and
13 general welfare of the inhabitants of the State.” NRS 463.0129(1)(d). The Legislature thus
14 has determined that the public interest requires *all* gaming operators to be licensed and to
15 follow Nevada gaming law. Any gaming business, including POLYMARKET, that does not
16 comply with Nevada gaming law poses a threat to this vital industry.

17 In particular, POLYMARKET does not adhere to the consumer-protection
18 requirements in Nevada law. To start, POLYMARKET's operations harm some of Nevada's
19 most vulnerable residents. Nevada law prohibits persons under 21 from placing sports
20 wagers, NRS 463.350(1)(a), but POLYMARKET does not require its participants to be 21
21 years of age. Nevada law also protects those suffering from problem gaming by requiring,
22 among other measures, that gaming licensees letting patrons set deposit limits,
23 “conspicuously display” information about responsible-gaming resources, train employees
24 to identify signs of problem gaming, and refrain from marketing to customers who have
25 excluded themselves. Nev. Gam'g Comm. Reg. 5.225(18)(a)-(b). To Plaintiff's knowledge,
26 POLYMARKET does not adhere to these requirements to the extent required by Nevada
27 law.

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1 POLYMARKET's operations further harm the gaming public because
2 POLYMARKET does not participate in the State's process to resolve patron disputes. *See*
3 NRS 463.362 *et seq.* Patrons of licensed gaming establishments may utilize a process with
4 the BOARD to resolve disputes related to wagering activities. But this structure is in place
5 only for disputes between a Nevada licensee and its patron. NRS 463.362. A person
6 entering a wager through an event contract available on POLYMARKET's market is not a
7 patron of a Nevada licensee and, thus, pursuant to the applicable statutes, has no recourse
8 should there be a dispute over the wager. POLYMARKET's market thus harms the public
9 interest because it does not provides adequate protection to purchasers of event contracts.

10 POLYMARKET also harms the State's economy and the public fisc. Licensed gaming
11 is "vitally important to the economy of the State and the general welfare of the inhabitants."
12 NRS 463.0129(1)(a). All licensed gaming operators must pay taxes, *see* NRS 463.370—
13 revenues that finance "indispensable" State functions, from schools to highways. *Sacco v.*
14 *State*, 105 Nev. 844, 847 (1989). POLYMARKET's unlicensed gaming operations threatens
15 that revenue, by evading taxes and diverting business from licensed sports books that pay
16 taxes, and thus "represents a serious threat to the state's economic base." *Id.* Allowing
17 POLYMARKET to offer unlawful gaming activities risks "devastating the Nevada economy
18 and related tax revenues." *KalshiEX*, 2025 WL 3286282, at *14. The public interest thus
19 weighs decisively in favor of enjoining POLYMARKET.

20 **D. The Court should extend the temporary restraining order until**
21 **February 19, 2026, the date of its hearing on the PI Motion.**

22 NRCP 65(b)(2) states that a temporary restraining order expires no later than
23 fourteen days after its issuance. Should the Court issue the temporary restraining order
24 today, the temporary restraining order would expire, on its own terms, on February 9, 2026.
25 However, the Court has set a hearing on the PI Motion for February 19, 2026, *see* 1/23/26
26 Order, and therefore good cause exists to extend the effectiveness of the temporary
27 restraining order until that date. To allow the temporary restraining order to expire before
28 the hearing on the PI Motion would be to allow the substantial harms to the BOARD, the

1 State, its citizens, and its gaming industry to resume unchecked. Therefore, the BOARD
2 respectfully requests that the temporary restraining order be extended up to and including
3 February 19, 2026.

4 **E. No security is required.**

5 NRCP 65(b)(c) generally requires that a party in whose favor a temporary
6 restraining order is issued post security “in an amount that the court considers proper to
7 pay the costs and damages sustained by any party found to have been wrongfully enjoined
8 or restrained.” However, that same provision requires unequivocally that “[t]he State, its
9 officers, and its agencies are not required to give security.” Therefore, the ex parte
10 temporary restraining order can and should be issued and effective without the posting of
11 security.

12 **CONCLUSION**

13 The Court should grant this renewed application for ex parte temporary restraining
14 order and immediately enter an order prohibiting POLYMARKET and any of its agents,
15 employees, officers, or affiliates from operating a market that offers event-based contracts
16 relating to sporting and other events to people in Nevada without obtaining all required
17 Nevada gaming licenses, and prohibiting POLYMARKET from allowing its market to
18 accept wagers from persons under the age of 21 in Nevada.

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EXHIBIT 1

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11 **IN THE FIRST JUDICIAL DISTRICT COURT OF**
12 **THE STATE OF NEVADA IN AND FOR CARSON CITY**

13 STATE OF NEVADA ex rel. NEVADA
GAMING CONTROL BOARD,

Case No. 26 OC 00012 1B

14 Plaintiff(s),

15 vs.

16 BLOCKRATIZE, INC. d/b/a
POLYMARKET; QCX LLC d/b/a
17 POLYMARKET US; ADVENTURE ONE
QSS, INC d/b/a POLYMARKET,,
18

19 Defendants.

20 **DECLARATION OF JESSICA E. WHELAN IN SUPPORT OF PLAINTIFF'S**
21 **RENEWED APPLICATION FOR EX PARTE TEMPORARY RESTRAINING**
22 **ORDER**

22 I, Jessica E. Whelan, declare as follows:

23 1. I am the Chief Deputy Solicitor General—Litigation in the Nevada Attorney
24 General's Office, and I make this declaration in support of Plaintiff's renewed application
25 for an *ex parte* temporary restraining order under NRS 463.346 and NRCP 65(b). All facts
26 stated herein are based on my personal knowledge

27 2. On October 15, 2025, the Nevada Gaming Control Board ("BOARD") issued
28 public guidance explaining that "it considers offering sports event contracts, or certain

1 other events contracts, as constituting wagering activity under NRS 463.0193 and
2 463.01962,” regardless of whether “the contract is listed on an exchange regulated by the
3 Commodity Futures Trading Commission (CFTC) or elsewhere.” Nev. Gaming Control Bd.,
4 *Notice to Licensees No. 2025-77: Sports Event Contracts Are Wagers 1* (Oct. 15, 2025),
5 perma.cc/7XEH-BZLV. The BOARD further explained that “[e]xamples of event contracts
6 that the Board specifically considers to be wagering subject to its jurisdiction include event
7 contracts based on the outcome or partial outcome of any sporting or athletic event, or other
8 selected events such as the World Series of Poker, the Oscars, Esports, and political
9 elections.” *Id.*

10 3. The BOARD also explained that “[o]fferings for Sports and Other Events
11 Contracts may be conducted in Nevada only if the offering entity possesses a nonrestricted
12 gaming license with sports pool approval in Nevada and meets the other requirements for
13 sports wagering including, without limitation, wagering accounts and sports book
14 systems.” *Id.*

15 4. Accordingly, as of October 15, 2025, the Board had provided public notice to
16 all entities that allow for the purchase or sale of event contracts based on the outcome of
17 sporting and certain other events in Nevada without possessing a gaming license with
18 sports pool approval that such conduct violates Nevada law.

19 5. Defendants BLOCKRATIZE, INC. d/b/a POLYMARKET, QCX LLC d/b/a
20 POLYMARKET US, and ADVENTURE ONE QSS, INC. d/b/a POLYMARKET (collectively,
21 “POLYMARKET”) operate a market that offers event-based contracts relating to sporting
22 and other events. Compl. ¶ 20. These events include, but are not limited to, college
23 basketball games, college and professional football games, and elections. *Id.* Although
24 POLYMARKET’s website states that POLYMARKET is “not available to . . . persons
25 located in the United States,” users in Nevada are able to access POLYMARKET by signing
26 up for an account through its mobile app. *Id.* ¶ 18.

27 6. POLYMARKET’s activities meet the definition of a “game” subject to
28 regulation in Nevada—specifically, it operates a “sports pool” under Nevada law.

1 See Compl. ¶¶ 18-23. But despite conducting gaming accessible in the State of Nevada,
2 POLYMARKET is not licensed in Nevada and does not comply with Nevada gaming law.
3 *Id.* ¶ 25. It has not undergone Nevada’s rigorous licensing process for its gaming activities,
4 nor has does it comply with the restrictions and requirements of Nevada law for operators
5 of sports pools. *See id.* ¶¶ 26, 35.

6 7. On January 26, 2026, undersigned counsel provided notice to counsel for
7 POLYMARKET via email that the BOARD intended to file its Renewed Application for Ex
8 Parte Temporary Restraining Order on the same date. *See Exhibit 1-1* (1/26/26 email from
9 J. Whelan to opposing counsel). Despite notice being given to counsel for POLYMARKET,
10 the BOARD requests issuance of a temporary restraining order on an *ex parte* basis because
11 POLYMARKET’s activities in Nevada are causing immediate and irreparable injury to
12 Plaintiff and the State of Nevada and will continue to do so before POLYMARKET can be
13 heard in opposition to Plaintiff’s renewed application.

14 8. The BOARD enforces Nevada gaming law and oversees the State’s gaming
15 industry to protect the integrity and reputation of gaming in Nevada and to safeguard the
16 public. POLYMARKET’s failure to comply with Nevada gaming law harms the public. For
17 example, Nevada law prohibit persons under the age 21 from engaging in gaming, yet
18 POLYMARKET allows those as young as 18 to wager on its platform. Nevada law also
19 prohibits wagers by owners, coaches, players, officials, or other participants in sporting
20 events and require licensees to take reasonable steps to prevent circumvention of that rule.
21 To the undersigned counsel’s knowledge, POLYMARKET does not comply with these
22 requirements.

23 9. POLYMARKET’s failure to comply with Nevada gaming law also gives it a
24 massive and unfair competitive advantage over its competitors, which upends the gaming
25 industry. That advantage is both pecuniary, in that POLYMARKET does not need to
26 spend the money its competitors need to spend on licensing fees, taxes, and compliance
27 (including maintaining a physical location in Nevada), as well as strategic, in that
28 POLYMARKET’s products are not subject to the same requirements as its competitors.

1 The BOARD suffers irreparable harm when POLYMARKET is able to distort the playing
2 field and disrupt the industry in this manner.

3 10. The harm only increases the longer POLYMARKET is allowed to operate
4 unfettered. POLYMARKET's ability to profit from unlicensed gaming will incentivize
5 others to enter into prediction markets rather than becoming (or remaining) licensed by
6 the State.

7 11. Plaintiff and the State of Nevada are currently suffering the serious, ongoing,
8 and irreparable harms outlined above every day that POLYMARKET operates its market
9 in violation of Nevada law. These harms justify issuance of the temporary restraining order
10 on an *ex parte* basis without notice to POLYMARKET or an opportunity for it to respond.

11 I declare under penalty of perjury that the foregoing is true and correct.

12 Dated this 26th day of January, 2026.

13
14 By:

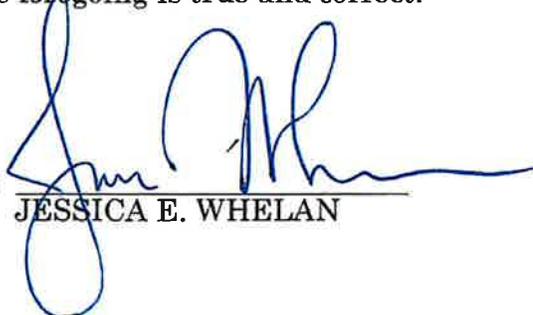

JESSICA E. WHELAN

EXHIBIT 1-1

From: [Jessica E. Whelan](#)
To: [Spencer, Jacob T.](#); [OSnyder@gibsondunn.com](#); [Benjamin, Matt](#); [TDupree@gibsondunn.com](#); "Robert Dotson"; [morgan.dhvnv](#)
Cc: [Sabrena K. Clinton](#); [John S. Michela](#); [Jeny M. Beesley](#)
Subject: State of Nevada v. Polymarket - Notice of Filing of Renewed Application for Ex Parte Temporary Restraining Order
Date: Monday, January 26, 2026 1:21:12 PM
Attachments: [image001.png](#)

Counsel,

Pursuant to NRCP 65(b)(1), I am hereby providing you notice that the State intends to file a Renewed Application for Ex Parte Temporary Restraining Order in the 1st Judicial District Court today. We are providing you notice but will ask the Court to sign the TRO on an ex parte basis given the substantial and irreparable harm that the State is facing due to Polymarket's unlicensed and unregulated operation in the State. I will provide a courtesy copy by email of our filing, as we agreed last week.

If you have reconsidered our proposal to cease operating in the State while the Motion for Preliminary Injunction is pending, please let me know and we can discuss.

Thank you,
Jessica

Jessica E. Whelan
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1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of the Office of the Attorney General, State of Nevada,
3 and that on January 26, 2026, I deposited for mailing in the United States Mail, first-class
4 postage prepaid, at Carson City, a true and correct copy of the foregoing document,
5 addressed to the following:

6 Jacob T. Spencer, Esq.
7 Gibson, Dunn & Crutcher LLP
8 1700 M Street, N.W.
9 Wahington, D.C. 20036-4504
10 JSpencer@gibsondunn.com

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C/O Corporation Service Company
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9 *Attorneys for Defendants*

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14 

15 AG Legal Secretary, an employee of
16 the Office of the Nevada Attorney General
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