

WISCONSIN SUPREME COURT CALENDAR AND CASE SYNOPSES NOVEMBER 2026

The cases listed below will be heard in the Supreme Court Hearing Room, 231 East, State Capitol. The cases listed below originated in the following counties:

Waukesha County
Sheboygan County
Walworth County
Brown County
Dane County

THURSDAY, November 5, 2026

9:00 a.m. 2024AP117 Mark Santner v. Anthony Matson

TUESDAY, November 10, 2026

9:00 a.m. 2023AP2192-CR State v. Daniel J. Rejholec
10:30 a.m. 2024AP1013 Abby Windows, LLC v. Labor & Industry Review Commission

TUESDAY, November 17, 2026

9:00 a.m. 2024AP1098 Somerset Condominium Association, Inc. v. RC Somerset, LLC
10:30 a.m. 2024AP1175 Minority Business Association of Wisconsin v. Wisconsin DATCP

THURSDAY, November 19, 2026

9:00 a.m. 2024AP2291-CR State v. Brian Tyrone Ricketts, Jr.
10:30 a.m. 2024AP2177-CR State v. Desmond J. Wilhite

Note: The Supreme Court calendar may change between the time you receive it and when a case is heard. It is suggested that you confirm the time and date of any case you are interested in by calling the Clerk of the Supreme Court at (608) 266-1880. If your news organization is interested in providing any type of camera coverage of the Supreme Court oral argument, you must contact media coordinator Jason Cuevas at WISC-TV, (608) 277-5241. The synopses provided are not complete analyses of the issues presented.

WISCONSIN SUPREME COURT

November 5, 2026

9:00 a.m.

2024AP117

Mark Santner v. Anthony Matson

This is a review of a decision by the Wisconsin Court of Appeals, District II (headquartered in Waukesha), which reversed a Waukesha County Circuit Court order, Judge Michael P. Maxwell presiding, that granted summary judgment to petitioners finding that the decedent had transferred real and personal property to petitioners as gifts causa mortis (i.e. gifts in contemplation of death).

Scott Santner died of COVID-19 in October 2021, in a hospital and in isolation. Shortly before his death, he directed his friend, Anthony Matson, to create a will leaving his property to four intended beneficiaries. Matson delivered the document to the hospital and Santner signed it. However, because hospital employees were not permitted to witness wills and visitors were not permitted, the will was not witnessed before Santner's death. Upon Santner's death, Santner's brother Mark petitioned for formal administration of Santner's estate, arguing that he died intestate. The intended beneficiaries objected, arguing that the will was enforceable and alternatively that the items mentioned in the will constituted gifts causa mortis (gifts in contemplation of death). To establish a gift causa mortis, the beneficiaries had to show that (1) Santner had an intention to make a gift effective at death; (2) Santner made the gift with a view to his death from a present ailment or peril; (3) Santner died of that ailment or peril; and (4) there was a delivery of the gifted property. *Estate of Oaks v. Stouff*, 2020 WI App 29, ¶13, 392 Wis. 2d 352, 944 N.W.2d 611. The circuit court agreed with the beneficiaries and ruled that the unwitnessed will met the requirements for a gift causa mortis.

Mark appealed, and the Court of Appeals reversed. The Court of Appeals agreed that the unwitnessed will was not a valid will, but it ruled that the will did not meet the delivery requirement of a gift causa mortis. The court discussed cases where prior courts had found symbolic delivery of gift causa mortis, including where the decedent had signed a deed or shared bank account passwords. The Court of Appeals concluded there was nothing in Santner's case to indicate any delivery of property to the intended beneficiaries. Because the delivery requirement was not satisfied, the property left to the intended beneficiaries could not be transferred as a gift causa mortis.

On appeal to the Wisconsin Supreme Court, the intended beneficiaries contend that delivery of the unwitnessed will to Matson was sufficient to constitute symbolic delivery of all of Santner's possessions to the beneficiaries. The intended beneficiaries contend that they did not need to physically receive the items to satisfy the delivery requirement for gift causa mortis because the items were symbolically delivered. The intended beneficiaries argue that delivery to Matson was sufficient to constitute delivery to all four intended beneficiaries. Mark maintains that the delivery was not sufficient to satisfy the gift causa mortis requirements, and thus that Santner died intestate. Regarding real property, Mark argues that the Court should not recognize a gift causa mortis absent a signed deed where the intended beneficiaries are not living in the same household as the decedent.

The Wisconsin Supreme Court granted review to address the following issue:

Whether delivery of an unwitnessed will to an individual's intended donee constitutes delivery to establish a gift causa mortis.

WCONSIN SUPREME COURT
November 10, 2026
9:00 a.m.

2023AP2192-CR

State v. Daniel J. Rejholec

This is a review of a decision by the Wisconsin Court of Appeals, District II (headquartered in Waukesha), which reversed a Sheboygan County Circuit Court order, Judge Rebecca L. Persick presiding, granting Rejholec's suppression motion regarding Rejholec's allocution statement made in a prior case.

Rejholec was accused of sexually assaulting a 14-year-old. He made incriminating statements under interrogation after police misrepresented his *Miranda* rights to counsel and to remain silent. Rejholec pled no contest and made more incriminating statements during his allocution at his sentencing hearing. Rejholec's plea was later withdrawn when the Court of Appeals found that his *Miranda* waiver was invalid because of the police misrepresentation during his interrogation. *State v. Rejholec (Rejholec I)*, 2021 WI App 45, 398 Wis. 2d 729, 963 N.W.2d 121. After learning that the State planned to use his statements made at sentencing during the new trial, Rejholec moved to suppress them, arguing that they were statements made in connection with a plea agreement and therefore inadmissible under WIS. STAT. § 904.10. The circuit court agreed and granted the motion.

The State appealed, and the Court of Appeals reversed. The Court of Appeals ruled that WIS. STAT. § 904.10 did not preclude a defendant's statements made after a plea deal was finalized because the statute's intent was to facilitate free and open discussion between the prosecutor and the defendant *during* plea negotiations. The court also rejected Rejholec's arguments that the statements made at sentencing were tainted by his inculpatory statements under interrogation, saying that the sentencing statements were sufficiently attenuated from the constitutional violation that occurred during interrogation.

Rejholec passed away while his petition for review to the Wisconsin Supreme Court was pending. On appeal to the Wisconsin Supreme Court, Rejholec argues that statements during a defendant's allocution at sentencing are made in connection with, and as a consequence of, a guilty plea and are therefore inadmissible under WIS. STAT. § 904.10. Rejholec also argues that admission of his allocution statements at a subsequent trial after plea withdrawal would violate fundamental due process notions of fairness and decency. The State argues that the case is moot due to Rejholec's passing and asks the Court to limit its analysis to the statutory question without reaching Rejholec's due process argument. The State maintains that prior court interpretations of WIS. STAT. § 904.10 indicate that it applies only to statements made before a plea deal is finalized and does not preclude statements made at a sentencing proceeding.

The Wisconsin Supreme Court granted review to address the following issues:

- 1) Whether an allocution statement made by the defendant prior to the court pronouncing sentence is admissible at a subsequent trial after the defendant withdraws his plea.
- 2) Whether introduction of a defendant's allocution statement in a subsequent trial after his plea is withdrawn to correct a manifest injustice violates due process.

WISCONSIN SUPREME COURT
November 10, 2026
10:30 a.m.

2024AP1013

Abby Windows, LLC v. Labor & Industry Review Commission

This is a review of a decision by the Wisconsin Court of Appeals, District II (headquartered in Waukesha), which affirmed a Waukesha County Circuit Court order, Judge Michael J. Aprahamian presiding, which in turn reversed a Labor & Industry Review Commission (LIRC) decision that Daniel Tarpey was eligible for unemployment insurance (UI) benefits based on his work for Abby Windows.

Daniel Tarpey sold home improvement products such as windows, doors, and siding along with installation services for Abby Windows, LLC. Tarpey sold door-to-door, did not work out of an office or shop, and was paid a commission on the total price of the projects he sold. In 2023, Abby Windows informed Tarpey that his services were no longer required, and Tarpey filed for UI benefits. The Department of Workforce Development (DWD) determined that Tarpey’s work qualified him for UI benefits. Abby Windows appealed, and a DWD Administrative Law Judge (ALJ) determined that Tarpey’s work fell under the exception for “employment” enumerated in WIS. STAT. § 108.02(15)(k)16, which excludes services of “selling or soliciting the sale of consumer products for use, sale, or resale by the buyer, if substantially all of the remuneration therefor is directly related to the sales or other output related to sales rather than to hours worked” when those services are done by an individual who works “in a home or otherwise than in a permanent retail establishment.” Therefore, the ALJ determined that Tarpey was not eligible for UI benefits. Tarpey appealed to LIRC, which reversed, finding the exception did not apply because Tarpey’s work did not constitute the sale of “consumer products for use, sale, or resale by the buyer.” Abby Windows appealed to the circuit court, which reversed again, finding that Tarpey did sell “consumer products for use, sale, or resale by the buyer.”

LIRC and DWD appealed, and the Court of Appeals concluded that Tarpey was not eligible for UI benefits. The court, relying on the statutory interpretation framework set out in *State ex rel. Kalal v. Circuit Court for Dane County*, 2004 WI 58, concluded that the words “consumer product” in the statute unambiguously refers to physical or tangible items or objects an individual purchases for that individual’s personal use in some manner. The court reasoned that just because a physical product required installation did not exclude it from “consumer products” under the statute. Since the statutory language is unambiguous, the court said, it did not consider policy rationales or any other contextual indicators of statutory meaning.

On appeal to the Wisconsin Supreme Court, LIRC argues that the Court should reconsider *Kalal* insofar as it limits courts from looking to relevant sources of statutory meaning, like legislative history indicative of the intent of the drafters of the statutes. LIRC argues that this holistic approach would support a narrow definition of “consumer product” in WIS. STAT. § 108.02(15)(k)16. LIRC also argues that, even if the Court reaffirms *Kalal*’s framework, the Court of Appeals erred in not considering the statutory policy statement, which instructs courts to construe eligibility for UI benefits broadly. DWD argues that the plain language of the statute supports Tarpey’s eligibility and that the Court of Appeals’ decision is administratively unworkable and defeats the purpose of the UI benefits program. Abby Windows maintains that a proper application of *Kalal*’s framework excludes Tarpey from UI benefits and that LIRC failed to apply *Kalal*. Abby Windows argues that even if the Court decides to reconsider *Kalal*, extrinsic evidence of statutory meaning still supports the finding that Tarpey sold “consumer products” and was therefore ineligible for UI benefits.

The Wisconsin Supreme Court granted review to address the following issues:

As presented by LIRC:

- 1) Should this Court revisit and modify the framework for statutory interpretation set out in *State ex. rel. Kalal v. Circuit Court*, 2004 WI 58, under which the determination of whether a statutory term has a plain meaning or is ambiguous is limited to dictionary definitions and “intrinsic” sources, in favor of a broader, holistic approach that gives due consideration “to relevant extrinsic sources to interpret a statute’s meaning, conscious . . . of these sources’ limitations?”
- 2) Alternatively, did the Court of Appeals err in treating the statutory “public policy declaration” in WIS. STAT. § 108.01 as merely a rule of construction, rather than a textual statement of scope and purpose that under *Kalal* must be considered to determine the plain meaning of WIS. STAT. § 108.2(15)(k)16. in the first instance, with the result that the Court of Appeals incorrectly concluded that the statutory term “consumer products” was unambiguous?

As presented by DWD:

- 1) Whether the Court of Appeals erred in applying the statutory interpretation framework established by this Court in *Kalal* by not giving due consideration to an applicable intrinsic source, the Unemployment Act’s purpose statement under WIS. STAT. § 108.01(1), and the plain meaning of the law?
- 2) Whether the Court of Appeals erred in its analysis of WIS. STAT. § 108.02(15)(k)16. by finding the statutory phrase “consumer products” unambiguous, and by doing so, did it err by resorting to multiple dictionary definitions to separately define each word and by disregarding relevant extrinsic sources?

WISCONSIN SUPREME COURT
November 17, 2026
9:00 a.m.

2024AP1098

Somerset Condominium Association, Inc. v. RC Somerset, LLC

This is a review of a decision by the Wisconsin Court of Appeals, District II (headquartered in Waukesha), which reversed a Walworth County Circuit Court order, Judge Phillip A. Koss presiding, granting summary judgment in part determining that a “Prior Notice” exclusion in the Directors and Officers (D&O) Liability Form contained in an insurance policy Erie Insurance Exchange issued to Somerset Condominium Association, Inc. barred coverage for counterclaims asserted against Somerset.

Erie Insurance Exchange issued an insurance policy to Somerset containing several forms of coverage, including a D&O Liability Form with a Prior Notice exclusion that barred coverage for “[a]ny liability arising out of the facts alleged, or to the same or related ‘wrongful acts’ alleged or contained in any claim which has been reported, or in any circumstances of which notice has been given,” under a prior insurance policy. Somerset was in a years-long dispute with RC Somerset, LLC (RC), Marty Cless (RC’s manager), Canyon Home Builders, and Sheri Greenberg (who was assigned an agreement between Somerset and Canyon Home Builders) regarding the purchase and development of units within a condominium property in Lake Geneva, Wisconsin. Canyon Home Builders and Greenberg entered into an agreement with RC Somerset to purchase vacant units for multi-family home developments. That agreement gave Somerset the right to purchase RC Somerset’s units on the same terms as Canyon Home Builders. The agreement also provided that Canyon had to obtain Somerset’s approval to build multi-family developments on the units. Somerset repeatedly denied Canyon Home Builder’s and Greenberg’s development plans because they did not comply with Somerset’s 2012 Design Review Guidelines for residential buildings. Canyon Home Builders and Greenberg filed a federal lawsuit against Somerset in 2020 seeking a declaratory judgment that Somerset lacked authority to require pre-approval and that their Design Review Guidelines were void and unenforceable. Additionally, Canyon Home Builders and Greenberg asserted a breach of contract claim premised on a breach of the duty of good faith and fair dealing and a tortious interference claim. Erie defended Somerset in this federal lawsuit under a policy issued from July 2020 to July 2021 (first Erie policy). A final judgment was entered in July 2022.

After the final judgment was entered, Somerset exercised its right of first refusal and option to purchase the units. Somerset recorded an Affidavit of Interest with respect to the units with the Walworth County Register of Deeds and informed the title company involved with the sale to Canyon Home Builders/Greenberg that the sale was unable to go forward. Canyon Home Builders and Greenberg subsequently assigned their rights to Lakeside Living, LLC (Lakeside), who closed on the sales of the units with RC Somerset. Somerset filed suit against RC Somerset, Cless, Canyon Home Builders, Greenberg, and Lakeside, seeking declaratory judgment that it had properly exercised its first right and option to purchase in 2022, and thus that the sale to Lakeside was void. Canyon, Greenberg, RC Somerset, and Lakeside asserted five counterclaims. Somerset tendered its defense to Erie, who had a policy in effect from July 2022 to July 2023. Erie intervened and sought a declaration that there was no coverage for these counterclaims under the Prior Notice exclusion. The circuit court agreed, ruling that the Prior Notice exclusion in the second Erie policy barred coverage since the counterclaims were clearly related to wrongful acts which had been reported under the first Erie policy.

The Court of Appeals reversed. The court said that coverage was not precluded by the Prior Notice exclusion because the “wrongful acts” in the federal lawsuit were Somerset’s refusals to approve Canyon Home Builders’ plans. The court said that the claims in the present case arose out of unrelated “wrongful acts”

that occurred years later – namely, Somerset’s 2022 attempt to exercise its right of first refusal and its recording of an Affidavit of Interest with respect to the units.

On appeal to the Wisconsin Supreme Court, Erie argues that the Court of Appeals’ interpretation of relatedness in the Prior Notice exclusion was overly narrow and that the exclusion applies to related claims even if the claimants are different. Erie says that Somerset’s “wrongful acts” alleged in the second lawsuit were in furtherance of the same goal as the alleged wrongful acts in the first lawsuit: preventing the development of the lots. Finally, Erie argues that the present claims were “brewing” during the first policy period as a result of Somerset’s ongoing attempts to stop development of the units. Somerset argues that Erie’s interpretation of the Prior Notice exclusion is overly broad, that the cases must arise out of the same “wrongful acts” and not just the same goal, and that the claims were not “brewing” during the first policy period.

The Wisconsin Supreme Court granted review to address the following issue:

When a liability insurance policy excludes coverage for claims arising out of facts “related” to an earlier reported “wrongful act” of the insured, and the insured engages in a series of allegedly “wrongful acts” over a period of multiple years aimed at preventing development of two real estate parcels, are the later acts “related” to the original reported claim such that the exclusion applies?

WISCONSIN SUPREME COURT
November 17, 2026
10:30 a.m.

2024AP1175

Minority Business Association of Wisconsin v. Wisconsin DATCP

This is a review of a decision by the Wisconsin Court of Appeals, District III (headquartered in Wausau), affirming a Waukesha County Circuit Court order, Judge Michael J. Aprahamian presiding, granting summary judgment to the Wisconsin Department of Agriculture, Trade, and Consumer Protection (“DATCP”) and rejecting the Minority Business Association of Wisconsin’s (“MBAW”) argument that WIS. STAT. § 93.15 is facially unconstitutional under the Fourth Amendment of the United States Constitution and Art. I, § 11 of the Wisconsin Constitution.

MBAW brought suit alleging that WIS. STAT. § 93.15, which allows DATCP to collect documents and information by issuing “civil investigative demands” (CIDs), is facially unconstitutional as a violation of the Fourth Amendment of the U.S. Constitution and Article 1, Section 11 of the Wisconsin Constitution. Section 93.15 gives DATCP broad investigative authority to access any document in the possession or control of a business which is relevant to any matter which the department may investigate. Subsection (3) also provides criminal penalties for any person who willfully violates the section or improperly responds to a CID. The circuit court denied MBAW’s motion for a temporary injunction, finding that the statute has constitutional applications and MBAW’s facial challenge had failed.

MBAW appealed, and the Court of Appeals affirmed on different grounds. Specifically, the Court of Appeals determined that MBAW failed to demonstrate a justiciable controversy because it had not established that it or its members faced any real risk of being targeted by the investigative procedures it was challenging. The court found no evidence in the record indicating that DATCP had any intent to perform the act that MBAW challenged; namely, to demand immediate compliance with a CID under threat of criminal penalty.

On appeal to the Wisconsin Supreme Court, MBAW argues that it satisfies the various requirements for justiciability under the Uniform Declaratory Judgments Act with a claim of right, adversity, a legally protectible interest, and ripeness for judicial determination. MBAW argues that the facts were sufficiently developed for a court to decide whether § 93.15 was constitutional. Substantively, MBAW argues that the Court of Appeals erred in resolving the merits under a justiciability label. DATCP renews its argument that MBAW’s claim is not justiciable because § 93.15 has never affected MBAW and likely never will.

The Wisconsin Supreme Court granted review to address the following issue:

Under the Wisconsin and U.S. Constitutions, an administrative-search regime is constitutional only if it affords the target of the search an opportunity to obtain meaningful precompliance review of the search demand before a neutral decisionmaker. Has a party subject to administrative searches under such a regime set forth a justiciable claim under the Uniform Declaratory Judgments Act when, before it receives a search demand, it claims that the regime is unconstitutional precisely because it fails to provide meaningful precompliance review?

WISCONSIN SUPREME COURT

November 19, 2026

9:00 a.m.

2024AP2291-CR State v. Brian Tyrone Ricketts, Jr.

This is a review of a decision by the Wisconsin Court of Appeals, District III (headquartered in Wausau), reversing a Brown County Circuit Court order, Judge John P. Zakowski presiding, which determined that Ricketts' actions did not qualify him as a domestic abuse repeater under the statute.

The State charged Ricketts with Battery—Domestic Abuse as a Repeater and Disorderly Conduct—Domestic Abuse as a Repeater. WISCONSIN STAT. § 939.621(1)(b) provides that a defendant is subjected to a domestic abuse repeater enhancer when they have been convicted on two or more separate occasions of domestic abuse offenses within the 10 years before the current case. Ricketts moved to strike the domestic abuse repeater enhancer, arguing that both of his prior convictions for domestic abuse arose out of a single incident and that § 939.621(1)(b) applies only when the convictions arise from separate incidents. The circuit court granted his motion and struck the domestic abuse repeater enhancer, finding that the common, ordinary, and accepted meaning of “two or more separate occasions” meant separate dates of offense.

The State appealed, and the Court of Appeals reversed. The court found that the statute was ambiguous, and looked to how Wisconsin courts have construed similar statutory language. The court looked to the Wisconsin Supreme Court's interpretation of the phrase “was convicted of a misdemeanor on 3 separate occasions” in the general repeater statute in *State v. Wittrock*, 119 Wis. 2d 664, 350 N.W.2d 647 (1984), and *State v. Hopkins*, 168 Wis. 2d 802, 484 N.W.2d 549 (1992). These cases interpreted the general repeater statute to apply even if the prior convictions were entered in the same court appearance or arose out of the same course of conduct. Applying the reasoning from those decisions to the domestic abuse repeater enhancer, the Court of Appeals reversed the circuit court's decision striking the enhancers in Ricketts' case.

On appeal to the Wisconsin Supreme Court, Ricketts argues that, applying a common-sense reading of the statute, two convictions from a single incident cannot satisfy the statutory requirement of “separate occasions.” Ricketts argues that the statutory language is plain and unambiguous; therefore, there is no need to look to *Wittrock* or *Hopkins* for the Court's interpretation of similar statutes. The State again argues that the language is ambiguous and the Court should be guided by its interpretation of similar statutory language in *Wittrock* and *Hopkins*. The State contends that the domestic abuse repeater enhancer applies to Ricketts, even though his two convictions stem from the same incident.

The Wisconsin Supreme Court granted review to address the following issue:

Must qualifying convictions stem from separate temporal incidents in order for the domestic abuse repeater to apply?

WISCONSIN SUPREME COURT
November 19, 2026
10:30 a.m.

2024AP2177-CR State v. Desmond J. Wilhite

This is a review of a decision by the Wisconsin Court of Appeals, District IV (headquartered in Madison), reversing a Dane County Circuit Court order, Judge Josann M. Reynolds presiding, revoking Desmond Wilhite's conditional release and committing him to institutional care.

Wilhite was committed to the Department of Health Services (DHS) as a person found not guilty by reason of mental disease or defect (NGI) on a charge of threat to a law enforcement officer in September 2022. In February 2023, Wilhite was granted conditional release, but it was revoked in February 2024 pursuant to WIS. STAT. § 971.17(3)(e) because Wilhite violated a condition of release. Subsection (3)(e) allows a court to revoke an NGI acquittee's conditional release and recommit them to institutional care based on (1) the acquittee's violation of a condition of release set by the court or a DHS rule; or (2) the acquittee's current dangerousness.

Wilhite appealed the revocation of his conditional release to the Court of Appeals, arguing for the first time that subsection (3)(e) was facially unconstitutional to the extent it permitted a court to revoke conditional release based solely on a rules violation without a finding of current dangerousness. The State argued that Wilhite had forfeited this claim by failing to raise it at his revocation hearing or through a motion for postdisposition relief. The Court of Appeals agreed with Wilhite and ruled that WIS. STAT. § 971.17(3)(e) was an unconstitutional due process violation to the extent that it allowed revocation of an NGI acquittee's conditional release without a finding of present dangerousness. The court also ruled that a facial challenge to the constitutionality of a statute could not be waived or forfeited because it implicates a court's subject matter jurisdiction.

On appeal to the Wisconsin Supreme Court, the State argues that the Court of Appeals erred in reaching the merits of Wilhite's claim because he forfeited his constitutional claim, the Court of Appeals lacked competency to review his constitutional challenge, and Wilhite failed to comply with the service requirements of § 806.04(11). On the merits, the State argues that Wilhite had not shown that the statute was facially unconstitutional beyond a reasonable doubt because an NGI verdict creates a sufficient presumption of dangerousness which lasts the duration of an NGI commitment to justify revocation of conditional release. On the procedural issues, Wilhite argues that a facial constitutional challenge to a statute cannot be forfeited, that the Court of Appeals had competency, and that Wilhite complied with § 806.04(11). On the merits, Wilhite argues that § 971.17(3)(e) is facially unconstitutional because due process requires proof of current dangerousness in order to civilly commit someone, and the court must make a determination that the committee is not dangerous in order to grant conditional release.

The Wisconsin Supreme Court granted review to address the following issues:

- 1) Does every facial constitutional challenge to a statute always implicate a court's subject matter jurisdiction such that an appellant can never forfeit a facial constitutional challenge by failing to preserve it in the circuit court?
- 2) Did Wilhite's noncompliance with WIS. STAT. § 971.17(7m)(a)'s requirements for

preserving issues for appellate review deprive the Court of Appeals of competency to decide his facial constitutional challenge?

- 3) Did Wilhite comply with requirements under the Uniform Declaratory Judgment Act (UDJA), WIS. STAT. § 806.04(11), that he serve notice of his facial challenge to a § 971.17(3)(e)'s constitutionality on the Attorney General and the Legislature?
- 4) Did Wilhite prove beyond a reasonable doubt that § 971.17(3)(e) was facially unconstitutional because it authorized the circuit court to revoke his conditional release based on his violation of the conditions and rules of release without finding dangerousness?