



TED BLAZEL
WISCONSIN ASSEMBLY CHIEF CLERK

March 4, 2022

American Oversight
1030 15th Street NW, Suite B255
Washington, D.C. 20005

Dear Mr. Winters, Ms. Adhoob and Ms. Colombo:

I received your requests dated February 1, 2022 and March 3, 2022. I have attached request letters WI-REP-22-0109 and WI-REP-22-0212 to my response. My response will cover both letters as they cover the same request for information.

I am including all invoices that I have received from the Office of Special Counsel since your last request, and the second interim report Mr. Gableman made in committee.

I have no other records that are responsive to your request.

Sincerely,

Ted Blazel
Assembly Chief Clerk
Wisconsin State Assembly

Invoice

Page: 1 of 1
 Run Date: 2022-02-14
 Run Time: 14:37:04

Business Unit: 76502
 Voucher Number: 00006445
 Voucher Style: SGLP
 Supplier: SINGLEPAY
 Supplier Location: 1
 Single Payment Supplier
 SINGLEPAY-001

*Consultare, LLC
 Michael Gableman*

Invoice Number: Jan'22 election contract
 Invoice Date: 2022-02-14
 Miscellaneous: 0
 Freight: 0
 VAT: 0

Payment Terms: 00
 Control Group:
 Related Voucher Number:
 Lease Number:

Currency: USD
 Use Tax: 0
 VAT Not on Invoice: 0

Chk# 100 2358423

2-15-22

Invoice Total: 11000

Voucher Line Information							Distribution Information		
Line	Item	Description	Quantity	Unit Price	Unit Of Measure	Amount	Distrib #	Account	Amount
1		Election contract Jan'22	0	0		11000	1	7740000	11000

Invoice

Page: 1 of 1
 Run Date: 2022-02-14
 Run Time: 14:47:36

Business Unit: 76502
 Voucher Number: 00006446
 Voucher Style: SGLP
 Supplier: SINGLEPAY
 Supplier Location: 1
 Single Payment Supplier
 SINGLEPAY-001

Consultarc LLC
Michael Gableman

Invoice Number: Jan'22 salaries
 WISpecCounsel
 Invoice Date: 2022-02-14
 Miscellaneous: 0
 Freight: 0
 VAT: 0

Payment Terms: 00
 Control Group:
 Related Voucher Number:
 Lease Number:

Currency: USD
 Use Tax: 0
 VAT Not on Invoice: 0

CHK# 1002358424

2-15-22

Invoice Total: 51180

Voucher Line Information									
Line	Item	Description	Quantity	Unit Price	Unit Of Measure	Amount	Distribution Information		
1		WISpecCouns el salaries Jan'22	0	0		51180	<u>Distrib #</u>	<u>Account</u>	<u>Amount</u>
							1	7399010	10000
							2	7740000	10000
							3	7740000	10000
							4	7775000	10000
							5	7740000	5720
							6	7740000	4500
							7	7740000	960

Jan'22 Salaries			
John Irving	\$	10,000.00	Data Analysis Contractor 7399010
Clint Lancaster	\$	10,000.00	Investigator 3 7740000
Andrew Kloster	\$	10,000.00	Investigator 1 7740000
Kevin Scott	\$	10,000.00	Outside Legal Counsel 7399010
Edward Chaim	\$	5,720.00	Investigator 5 7740000
Zak Niemierowicz	\$	4,500.00	Administrative Assistant 7740000
Thomas Obergon	\$	960.00	Investigator 5 7740000
	\$	51,180.00	

Cableman = \$11,000.00

Invoice

Page: 1 of 1
 Run Date: 2022-02-16
 Run Time: 11:15:26

Business Unit: 76502
 Voucher Number: 00006465
 Voucher Style: SGLP
 Supplier: SINGLEPAY
 Supplier Location: 1
 Single Payment Supplier
 SINGLEPAY-001

*Consultare LLC
 Michael Gableman*

Invoice Number: Dec'21 WISpec Counsel expenses
 Invoice Date: 2022-02-16
 Miscellaneous: 0
 Freight: 0
 VAT: 0

Payment Terms: 00
 Control Group:
 Related Voucher Number:
 Lease Number:

Currency: USD
 Use Tax: 0
 VAT Not on Invoice: 0

CHK# 1002360772

2-17-22

Invoice Total: 9957.08

Voucher Line Information							Distribution Information		
Line	Item	Description	Quantity	Unit Price	Unit Of Measure	Amount	Distrib #	Account	Amount
1		WISpec Counsel expense Dec'21	0	0		9957.08	1	7399006	2496.96
							2	7399018	1627.93
							3	7399018	2348.84
							4	7399006	843.03
							5	7415000	2640.32

Dec'21 Expenses			
Hotels	\$	2,496.96	7399006
Flights	\$	1,627.93	7399018
Transportation	\$	2,348.84	7399018
Food	\$	843.03	7399006
Office expenses	\$	4,359.92	8070000 (CREDIT \$0.00)
Rent	\$	2,640.32	7415000
SUBTOTAL:		\$ 14,317.00	
Office expense credit from			
payment 11/23/21	\$	4,359.92	
TOTAL Dec'21:		\$ 9,957.08	

Jan'22 Expenses			
Hotels	\$	2,608.17	7399006
Flights	\$	1,658.50	7399018
Transportation	\$	537.52	7399018
Food	\$	941.06	7399006
Office Expenses	\$	1,500.15	8070000 (CREDIT \$458.97)
Data Analysis	\$	4,245.00	7399010
Rent	\$	2,485.50	7415000
SUBTOTAL:		\$ 13,975.90	
Remaining office expense			
credit from payment			
11/23/21	\$	1,041.18	
TOTAL Jan'22:		\$ 12,934.72	

GRAND TOTAL: \$ 22,891.80

Expense	Documentation	Amount	Category total	Page total
Hotels				
Hilton Garden Brookfield	1-1	\$821.72		December 29th-31 January 1st-5th
Hilton Garden Brookfield	1-3	\$971.88		December 1st-7th
Hyatt Regency Green Bay	2-6	\$225.18		December 1st (two rooms)
Doubletree Brookfield	4-1	\$114.35		December 18th
Sheraton Brookfield	3-2	\$121.28		December 20th
Sheraton Brookfield	3-3	\$256.17		January 20th-22nd
Sheraton Hotel	3-4	\$242.55		December 8th-Friday 10th
Embassy Suites	1-7	\$594.85		January 25th -30th
Hilton	1-9	\$941.08		January 8th-17th
Hilton	1-11	\$816.07		December 15th-22nd
Flights				
American Airlines	1-1	\$25.92		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
American Airlines	1-1	\$457.90		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
American Airlines	1-3	\$73.38		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
American Airlines	1-3	\$630.39		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
American Airlines	1-6	\$42.64		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
American Airlines	1-6	\$397.70		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
American Airlines	3-1	\$398.40		Dulles IAD, Virginia - Gen Mitchell, Milwaukee
American Airlines	3-5	\$391.70		Dulles IAD, Virginia - Gen Mitchell, Milwaukee
American Airlines	1-7	\$206.60		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
American Airlines	1-8	\$80.00		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
American Airlines	1-9	\$394.20		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
American Airlines	1-11	187.6		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
Transportation				
Uber	1-1	\$34.94		
Uber	1-3	\$42.41		
Clinton NTL	1-3	\$126.44		
Uber	1-5	\$8.88		
Uber	1-5	\$9.70		
Uber	1-6	\$49.16		
Milage	See Milage form	\$2,297.68		
Uber	3-6	\$9.51		
Uber	3-7	\$35.59		
Uber	3-8	\$17.11		
Uber	3-9	\$35.93		
Uber	3-10	\$48.07		
Uber	3-11	\$44.86		
Uber	1-9	\$34.91		
Uber	1-9	\$13.55		
Uber	1-10	\$33.90		
Uber	1-11	\$43.72		

Business Meals			
Shake Shack	1-1	\$15.74	
Starbucks	1-1	\$4.77	
Hudson	1-1	\$4.46	
American Bagel	1-1	\$15.11	
Wasabi Sushi	1-2	\$38.34	
Subway	1-2	\$13.04	
Grubhub	1-2	\$34.73	
Divino	1-2	\$4.74	
Grubhub	1-2	\$39.36	2 people
SQ Tacos	1-2	\$40.13	2 people
Grubhub	1-2	\$37.76	
Chick Fil A	1-2	\$17.60	
Kwik Trip	1-2	\$8.38	
Grubhub	1-2	\$27.59	
Pappasito	1-3	\$22.47	
Hudson	1-3	\$4.46	
Great American	1-3	\$8.28	
Grubhub	1-4	\$41.90	
Uno Chicago	1-4	\$16.33	
Lou Malnatis	1-4	\$39.25	4 people
Grubhub	1-4	\$23.29	
Walgreens	1-4	\$66.63	Groceries
Uncle Julio	1-4	\$74.09	3 people
Uncle Julio	1-4	\$32.98	
Wendys	1-5	\$16.96	
Poke	1-5	\$17.95	
Fresh Thyme	1-5	\$37.09	
Chick Fil A	1-5	\$11.43	
Charleys	1-5	\$12.90	
Grubhub	1-5	\$41.95	
Kwik Trip	1-5	\$11.59	
Gooseberry	1-6	\$4.22	
Subway	1-6	\$14.39	
Chick Fil A	1-6	\$13.63	
WallStreet	1-8	\$4.33	
Lilydale	2-5	\$1.99	
Mazatlan	2-5	\$23.17	
Grubhub	1-7	\$56.28	2 people
Great Am Bag	1-7	\$12.61	
MKE TRip Advisor	1-7	\$4.76	
Culvers	1-7	\$4.40	
Walmart	1-8	\$38.52	
Chick-fil-A	1-8	\$11.30	
Pick N Save	1-8	\$27.40	
New Fujiyama	1-8	\$42.75	
Cafe Hollander	1-8	\$27.54	
Kwik Trip	1-8	\$4.52	
Grubhub	1-8	\$31.23	

Sendiks the Corner	1-8	\$13.94	
Pappasito's Cantina	1-9	\$48.91	2 people
Great Am Bagel	1-9	\$16.23	
Cantina Laredo	1-9	\$24.39	
Wasabi Sushi Lounge	1-9	\$47.74	
Grubhub	1-9	\$18.08	
Rosatis pizza	1-9	\$15.49	
Chick Fil A	1-10	\$15.96	
Walgreens	1-10	\$38.43	
Grubhub	1-10	\$28.55	
Pick N Save	1-10	\$53.93	groceries
Grubhub	1-10	\$32.96	
Kwik Trip	1-10	\$8.93	
7 eleven	1-10	\$4.98	
Cantina Laredo	1-10	\$23.39	
MKE TRip Advisor	1-11	\$4.21	
Farmers Market	1-11	\$12.93	
Perlock Garden district	1-11	19.79	
Uncle Julio's	1-11	\$40.00	Andrew Kloster Days in Wisconsin: 8 days
Grubhub	1-12	\$34.34	December 20th, December 27-28
Grubhub	1-12	\$35.54	January 20th-22nd
Grubhub	1-12	\$24.43	December 8th-Friday 10th
Grubhub	1-12	\$24.54	Clint Lancaster days in Wisconsin: 38 days
Grubhub	1-12	\$18.79	December days: 18 days in December
Starbucks	1-12	\$4.77	January: 20 days in January
Grubhub	1-12	\$40.13	
Grubhub	1-12	\$30.39	
		\$1,784.09	
Office Expenses			
Slate Bar	1-4	\$250.00	Clint Lancaster admission for Pro Hoc Vice in the Waukesha County Proceedings
Microsoft License	1-6	\$99.99	Microsoft Office License
Fedex Jan 31 (7)	2-1	\$106.45	Mail Deposition Invitation Letters
NY times Subscri	2-1	\$4.00	
Fedex Jan 28	2-1	\$15.70	Mail Subpoena data to tech company in California
Fedex Jan 19 (3)	2-1	\$38.10	Mail Subpoena data to tech company in California
Fedex Jan 19	2-3	\$99.75	Mail Subpoena data to tech company in California
Fedex Jan 18	2-3	\$8.75	Mail Subpoena data to tech company in California
Walmart Family Mobile	2-3	\$40.63	Work Phone Subscription
Dropbox	2-3	\$75.00	Office Dropbox fee
NY times Subscri	2-3	\$4.00	
Walmart Family Mobile	2-4	\$40.67	Work phone Subscription
Dropbox	2-4	\$60.00	Dropbox Subscription fee
Dropbox	2-2	\$6.29	add another dropbox user
Best Buy	2-2	\$57.73	Cord to display computer monitor on large TV Screen
POS Box	2-2	\$287.59	Office P.O box costs
Spectrum	2-5	\$247.78	Office WIFI
Wisconsin eye	2-5	\$9.99	
Zoom	2-5	\$15.74	
Parking Utility Madison	2-5	\$3.65	
Printer World LLC	2-5	\$110.25	9 Ink Cartridges for HP Envy 7858 printer and Canon MB2720 printer
Best Buy	2-5	\$2,738.48	2 Computers for detectives

Office Max	2-5	\$286.18	Office Supplies and Large White Board	
Wal-Mart	2-5	\$98.57	Office Supplies	
Keylocksmlths	2-6	\$68.52	Get Office Keys Made	
Wisconsin eye	2-6	\$9.99		
USPS	2-6	\$0.73		
Office Max	2-6	\$174.34	second Large Whiteboard	
Microsoft License	2-7	\$51.20	extra users for microsoft license	
Wisconsin Bar Application	3-12	\$850.00	Andrew Kloster Application for Wisconsin State Bar Law License	
Elder care Database work	5-1	\$4,245.00	Invoice for datawork	
Office Rent				
Office Rent	Lease Contract	\$1,936.00		
Office Rent	Lease Contract	\$1,936.00		
Small Office Rent	2-1	\$549.50		
Small Office Rent	2-2	\$704.32		
	Expense Total	\$26,292.90		
	Already Paid	\$5,401.10		Already Paid
	Total Due	\$22,891.80		

Zak's Use Only				
Clint=	\$4,287.54	Spent Budget:		\$236,181.00
Andrew	\$2,563.17	Outstanding Payroll		\$51,000.00
Ron=	\$865.31	Outstanding Reimbur		\$22,891.80
Mike=	\$10,514.14	Total Outstanding Exp		\$310,072.00
Zak=	\$416.64	Total Budget		\$676,000.00
Expense Invoices=	\$4,245.00	Total Budget Remaining		\$365,928.00

AMERICAN OVERSIGHT

Give us feedback @ survey.walmart.com
Thank you! ID #:7QFF6YUWWS



262-796-1620 Mgr: GAYL
15205 WEST GREENFIELD AVENUE
NEW BERLIN WI 53151

ST# 05438	OP# 002566	TE# 10	TR# 08564	
STENO BOOK	084410604625		2.00	X
STENO BOOK	084410604625		2.00	X
STENO BOOK	084410604625		2.00	X
STENO BOOK	084410604625		2.00	X
STENO BOOK	084410604625		2.00	X
STENO BOOK	084410604625		2.00	X
GR TP 325	063806018098		4.24	X
OPEN STAN	088855611207		3.42	X
POST IT 2X2	063806007668		1.36	X
SH 4CT HL AS	007164125174		2.84	X
PG 6 RT GEL	081352802533		2.78	X
PG 6 RT GEL	081352802533		2.78	X
G2 PEN	007283831033		2.98	X
HD PENCILCUP	084346315392		9.58	X
STATIONERY	007033090691		2.88	X
WASTECAN	084943402897		3.98	X
WASTEBASKET	007314910178		3.42	X
LEGAL PAD	084410604155		2.54	X
LEGAL PAD	084410604155		2.54	X
POST-IT FLA	0076308890779		5.68	X
PAPEK CLIPS	005050572514		1.64	X
SITE MERCH	007471100131		5.36	X
RULER	007357710562		1.48	X
FILE FOLDER	007878745606		3.14	X
LEGAL PAD	084410604163		1.00	X
LEGAL PAD	084410604163		1.00	X
LEGAL PAD	084410604163		1.00	X
LEGAL PAD	084410604163		1.00	X
BINDER CLIPS	002665400132		8.24	X
PUSH PIN	695780720135		2.38	X
MINI STAPLER	693520595936		1.48	X
FILE FOLDER	007878745606		3.14	X
SUBTOTAL				93.88
TAX 1 5.00				4.69
TOTAL				98.57
VISA TEND				98.57

TOTAL 98.57
VISA TEND 98.57

VISA CREDIT *****8331 I 2
APPROVAL # 415115
REF # 1042000314
TRANS ID - 381349751003552
VALIDATION - 2J42
PAYMENT SERVICE - E
ATD 80000000031010
AAC 7AA92C8F06EFAE12
TERMINAL # SC010243
12/15/21 14:51:50

CHANGE DUE 0.00
ITEMS SOLD 32
TC# 6337 7264 8191 9084 5416

Low Prices You Can Trust. Every Day.
12/15/21 14:51:51
CUSTOMER COPY

Welcome to Best Buy #44
19555 W BLUEMOUND RD
BROOKFIELD, WI 53045



Val:100001-619210-878830-977364-105603-4

0044 064 3308 12/16/21 15:57

*** DUPLICATE RECEIPT ***

6478305	THR-00001	1299.99
SURFACE STUDIO 14.4/15/16M/25		
1599.99 Was Price		
300.00- Sale Discount		
Serial # 0F00U9T213600C		
Sales Tax 65.00		
6478305	THR-00001	1299.99
SURFACE STUDIO 14.4/15/16M/25		
1599.99 Was Price		
300.00- Sale Discount		
Pickup Order #1121350932822		
Pickup In Store: 12/16/2021		
MOUTHRIE WI (#25)		
Sales Tax 71.50		

Subtotal 2599.98
Sales Tax 136.50

Total 2736.48

*****8331 ChipRead USD\$ 2736.48
VISA CREDIT - VISA
NIEMIEROWICZ/ZAKORY W
Approval 516175

CARD ENTRY: Chip
MODE: Issuer
AID: A0000000031010

Office DEPOT OfficeMax

WEST ALLIS - (414) 545-1055
12/17/2021 4:23 PM



VPTTQ9AP36358R8CM

SALE	6175-1-7639-1005294-21.11...
346395	HLDR,LTR,MSH,B
3 @ 8.19	
Instant Savings	24.57
You Pay	19.71SS
47577	SRG,6OUTLT,3'
Clearance	15.69SS
You Pay	-1.78
738618	MKRK,DR,TRK,H
5.99 SS	
951851	BRD,MAG D/E,48
232.99 SS	
Subtotal: 272.60	
Sales Tax: 14.99	
Total: 287.59	
Debit Card 4510: 287.59	

Welcome to Best Buy #44
19555 W BLUEMOUND RD
BROOKFIELD, WI 53045



Val:100001-625832-996008-051931-345393-06

0044 047 0390 12/21/21 12:54

6201...	CH1536	29.99
USB TYPEC TO 4K HDMI DISPLAY		
Sales Tax 1.50		
6473498	NS-PCHHMK	24.99

SALE	6842-1-1485-283280-21.9.2	
348037	PAPER,COPY,OD,	69.99SS
Instant Savings -23.00		
847622	PWR,6OUTLT,2'	46.99SS
16.49 SS		
765737	COFFEE,GR,CL	10.49SS
Instant Savings -3.50		
597821	EXTENSION,CORD	6.99SS
10.49 SS		
738191	ORGANZ,5TIER,LT	39.89
Coupon - 87232823 -7.63		
32.26SS		
207514	BRDR,OP,RR,2"	8.79
Coupon - 87232823 -1.67		
7.12SS		
170719	PPR,ASTROMED,	21.99
Coupon - 87232823 -4.20		
17.79SS		
1402912	Class Fldr Lsl	33.99
Coupon - 87232823 -6.50		
27.49SS		
572398	REWARDS ENROLL	0.01
Promotion -0.01		
0.00SS		
Coupon Number - WRCS1WVENC5XF		
Rewards Back Coupon - KNTM9RS048T0YJ		
Subtotal: 165.62		
Sales Tax: 8.72		
Total: 174.34		
174.34		
54.98		
2.75		
7.73		
7.73		

WI-REP-22-0109, 22-0212-A-000010

Office DEPOT OfficeMax

WAUNATOSA - (414) 607-0366

12/03/2021 10:12 AM
***** REPRINT *****
Transaction # 68421203210011486



DYPTTAY6YQ3M4MGY

19 days

1-1



Past Payments

Account Ending in ...5940

DATE	DESCRIPTION	CATEGORY	CARD	AMOUNT
Dec 31	SHAKE SHACK	Dining	Clinton L. ...5940	\$15.74
Dec 31	Uber Technologies	Other Travel	Clinton L. ...5940	\$34.94
Dec 30	Starbucks	Dining	Clinton L. ...5940	\$4.77
Dec 30	HUDSONST2751	Merchandise	Clinton L. ...5940	\$4.46
Dec 27	American Airlines	Airfare	Clinton L. ...5940	\$25.92
Dec 27	American Airlines	Airfare	Clinton L. ...5940	\$457.90
Dec 24	GREAT AMERICAN BAGEL M	Dining	Clinton L. ...5940	\$15.11
Dec 24	Hilton Garden Inn	Lodging	Clinton L. ...5940	\$821.72

1-2

Dec 23	Wasabi Sushi Lounge	Dining	Clinton L. ...5940	\$38.34
Dec 23	Subway	Dining	Clinton L. ...5940	\$13.04
Dec 23	GrubHub	Dining	Clinton L. ...5940	\$34.73
Dec 22	Divino Gelato Cafe	Dining	Clinton L. ...5940	\$4.74
Dec 22	GrubHub	Dining	Clinton L. ...5940	\$39.36
Dec 20	SQ *TACOS EL PASTORCITO M	Dining	Clinton L. ...5940	\$40.13
Dec 20	GrubHub	Dining	Clinton L. ...5940	\$37.76
Dec 20	Chick-fil-A	Dining	Clinton L. ...5940	\$17.60
Dec 20	Kwik Trip	Gas/Automotive	Clinton L. ...5940	\$8.38
Dec 20	GrubHub	Dining	Clinton L. ...5940	\$27.59

1-3

Dec 16	Pappasito's Cantina	Dining	Clinton L. ...5940	\$22.47
Dec 16	HUDSONST2751	Merchandise	Clinton L. ...5940	\$4.46
Dec 16	Uber Technologies	Other Travel	Clinton L. ...5940	\$42.41
Dec 16	Payment from First Security Bk 36626	Payment	Clinton L. ...5940	-\$490.00
Dec 15	American Airlines	Airfare	Clinton L. ...5940	\$73.38
Dec 15	American Airlines	Airfare	Clinton L. ...5940	\$630.39
Dec 14	AR.GOV/PAYMENT	Other Services	Clinton L. ...5940	\$25.00
Dec 10	CLINTON NTL AIRPORT	Gas/Automotive	Clinton L. ...5940	\$126.44
Dec 10	GREAT AMERICAN BAGEL M	Dining	Clinton L. ...5940	\$8.28
Dec 10	Hilton Garden Inn	Lodging	Clinton L. ...5940	\$971.88

Dec 09	GrubHub	Dining	Clinton L. ...5940	\$41.90
Dec 09	Uno Chicago Grill	Dining	Clinton L. ...5940	\$16.33
Dec 09	State Bar Of Wisconsin	Professional Services	Clinton L. ...5940	\$250.00
Dec 08	64 - LOU MALNATIS PIZZERI	Dining	Clinton L. ...5940	\$39.25
Dec 07	Embassy Suites	Lodging	Clinton L. ...5940	-\$1,053.36
Dec 07	CLIO.COM 888-858-2546	Merchandise	Clinton L. ...5940	\$294.30
Dec 07	GrubHub	Dining	Clinton L. ...5940	\$23.29
Dec 06	Walgreens	Healthcare	Clinton L. ...5940	\$66.63
Dec 06	UNCLE JULIO'S BROOKFIELD	Dining	Clinton L. ...5940	\$74.09
Dec 06	UNCLE JULIO'S BROOKFIELD	Dining	Clinton L. ...5940	\$32.98

Dec 06	Wendy's	Dining	Clinton L. ...5940	\$16.96
Dec 06	Uber Technologies	Other Travel	Clinton L. ...5940	\$8.88
Dec 04	Uber Technologies	Other Travel	Clinton L. ...5940	\$9.70
Dec 04	POKEWORKSNY37_36	Dining	Clinton L. ...5940	\$17.95
Dec 04	Fresh Thyme Farmers Market	Grocery	Clinton L. ...5940	\$37.09
Dec 04	Chick-fil-A	Dining	Clinton L. ...5940	\$11.43
Dec 04	CLIO.COM 888-858-2546	Merchandise	Clinton L. ...5940	\$106.20
Dec 04	Charleys Philly Steaks	Dining	Clinton L. ...5940	\$12.90
Dec 03	GrubHub	Dining	Clinton L. ...5940	\$41.95
Dec 03	Kwik Trip	Gas/Automotive	Clinton L. ...5940	\$11.59

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Dec 02	PAST DUE FEE	Fee	Clinton L. ...5940	\$39.00
Dec 02	Gooseberry on the Square	Dining	Clinton L. ...5940	\$4.22
Dec 02	Microsoft	Internet	Clinton L. ...5940	\$99.99
Dec 02	Microsoft	Internet	Clinton L. ...5940	\$99.99
Dec 02	Subway	Dining	Clinton L. ...5940	\$14.39
Dec 02	Chick-fil-A	Dining	Clinton L. ...5940	\$13.63
Dec 01	WALLSTREETST2521	Merchandise	Clinton L. ...5940	\$4.33
Dec 01	Uber Technologies	Other Travel	Clinton L. ...5940	\$49.16
Dec 01	American Airlines	Airfare	Clinton L. ...5940	\$42.64
Dec 01	American Airlines	Airfare	Clinton L. ...5940	\$397.70

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Past Payments

Account Ending in ...5940

DATE	DESCRIPTION	CATEGORY	CARD	AMOUNT
Pending	Embassy Suites	Lodging	Clinton L. ...5940	-\$594.85
Pending	GrubHub	Dining	Clinton L. ...5940	\$56.28
Pending	INTERNATIONAL AIRPORT	Card	Clinton L. ...5940	
Pending	GREAT AM BAG T3 RB ORD	Dining	Clinton L. ...5940	\$12.61
Pending	2533 MKE TRIP ADVISOR	Merchandise	Clinton L. ...5940	\$4.76
Pending	Chipotle	Dining	Clinton L. ...5940	\$56.28
Pending	American Airlines	Airfare	Clinton L. ...5940	\$206.60
Jan 29	Culver's	Dining	Clinton L. ...5940	\$4.40

Jan 29	Walmart	Grocery	Clinton L. ...5940	\$38.52
Jan 29	Chick-fil-A	Dining	Clinton L. ...5940	\$11.30
Jan 28	Pick N Save	Grocery	Clinton L. ...5940	\$27.40
Jan 28	NEW FUJIYAMA BROOKFIELD	Dining	Clinton L. ...5940	\$42.75
Jan 28	Cafe Hollander	Dining	Clinton L. ...5940	\$27.54
Jan 28	Kwik Trip	Gas/Automotive	Clinton L. ...5940	\$4.52
Jan 28	GrubHub	Dining	Clinton L. ...5940	\$31.23
Jan 27	SENDIK'S THE CORNER	Grocery	Clinton L. ...5940	\$13.94
Jan 27	American Airlines	Airfare	Clinton L. ...5940	\$80.00

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Jan 27	Uber Technologies	Other Travel	Clinton L. ...5940	\$34.91
Jan 27	Uber Technologies	Other Travel	Clinton L. ...5940	\$13.55
Jan 26	Pappasito's Cantina	Dining	Clinton L. ...5940	\$48.91
Jan 19	Hilton Garden Inn	Lodging	Clinton L. ...5940	\$941.08
Jan 19	GREAT AMERICAN BAGEL M	Dining	Clinton L. ...5940	\$16.23
Jan 18	Cantina Laredo	Dining	Clinton L. ...5940	\$24.39
Jan 18	Wasabi Sushi Lounge	Dining	Clinton L. ...5940	\$47.74
Jan 18	GrubHub	Dining	Clinton L. ...5940	\$18.06
Jan 17	American Airlines	Airfare	Clinton L. ...5940	\$394.20
Jan 17	Rosati'S Pizza	Dining	Clinton L. ...5940	\$15.49

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Jan 17	Chick-fil-A	Dining	Clinton L. ...5940	\$15.96
Jan 15	Walgreens	Healthcare	Clinton L. ...5940	\$38.43
Jan 14	GrubHub	Dining	Clinton L. ...5940	\$26.55
Jan 12	Pick N Save	Grocery	Clinton L. ...5940	\$53.93
Jan 12	American Airlines	Airfare	Clinton L. ...5940	\$187.50
Jan 12	GrubHub	Dining	Clinton L. ...5940	\$32.96
Jan 12	Kwik Trip	Gas/Automotive	Clinton L. ...5940	\$8.93
Jan 11	Uber Technologies	Other Travel	Clinton L. ...5940	\$33.90
Jan 11	7-Eleven	Gas/Automotive	Clinton L. ...5940	\$4.98
Jan 10	Cantina Laredo	Dining	Clinton L. ...5940	\$23.39

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Jan 10	American Airlines	Airfare	Clinton L. ...5940	\$187.60
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Jan 08	LOCIDCHART.COM/CHARGE	Merchandise	Clinton L. ...5940	\$59.5
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Jan 07	MKE TRIP ADVISOR SHOP	Merchandise	Clinton L. ...5940	\$4.21
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Jan 07	Farmers Market	Dining	Clinton L. ...5940	\$12.93
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Jan 07	PERLICK GARDEN DISTRIC	Dining	Clinton L. ...5940	\$19.79
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Jan 07	Hilton Garden Inn	Lodging	Clinton L. ...5940	\$816.07
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Jan 06	UNCLE JULIO'S BROOKFIE	Dining	Clinton L. ...5940	\$75.94
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Jan 06	Uber Technologies	Other Travel	Clinton L. ...5940	\$43.72
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Jan 05	GrubHub	Dining	Clinton L. ...5940	\$34.34
Jan 04	GrubHub	Dining	Clinton L. ...5940	\$35.54
Jan 04	GrubHub	Dining	Clinton L. ...5940	\$24.43
Jan 03	GrubHub	Dining	Clinton L. ...5940	\$24.54
Jan 03	GrubHub	Dining	Clinton L. ...5940	\$18.79
Jan 03	Starbucks	Dining	Clinton L. ...5940	\$4.77
Jan 03	GrubHub	Dining	Clinton L. ...5940	\$40.13
Jan 03	GrubHub	Dining	Clinton L. ...5940	\$30.39

CONSULTARE LLC - #####3834

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Search Transactions

Activity: Date range; Start date: Dec 01, 2021; End date: Jan 31, 2022; Type: All

Transactions

Pending Posted

Date ▼	Description ◊	Debit ◊	Credit ◊	Balance
Jan 31, 2022	THOMASNET CORP PAY 220101 GGD		1,210.25	1,411.26
● Jan 31, 2022	FEDEX 289198700711 POS MEMPHIS TN 012708	18.60		193.01
● Jan 31, 2022	FEDEX 289198615560 POS MEMPHIS TN 012707	18.60		211.61
● Jan 31, 2022	FEDEX 289198505902 POS MEMPHIS TN 012706	18.60		230.21
● Jan 31, 2022	FEDEX 289198306400 POS MEMPHIS TN 012705	16.35		248.81
● Jan 31, 2022	FEDEX 289198200729 POS MEMPHIS TN 012704	18.60		265.16
● Jan 31, 2022	FEDEX 289197926191 POS MEMPHIS TN 012703	15.70		283.76
● Jan 31, 2022	NYTIMES*NYTIMES DISC POS 800-698-4637 NY 012820	4.00		299.46
● Jan 29, 2022	FEDEX OFFIC46600004663 POS BROOKFIELD WI 012709	27.26		303.46
● Jan 28, 2022	FEDEX 289137862868 POS MEMPHIS TN 012502	15.70		330.72
● Jan 22, 2022	RMG*REGUS POS 972-340-2021 NY 012018	549.50		346.42
Jan 20, 2022	CHECK NUMBER 2000	1,000.00		895.92
● Jan 19, 2022	FEDEX 00012005 POS MEMPHIS TN 011512	12.70		5,756.84
● Jan 19, 2022	FEDEX 00012005 POS MEMPHIS TN 011511	12.70		5,769.54
● Jan 19, 2022	FEDEX 00012005 POS MEMPHIS TN 011510	12.70		5,782.24
	WI-REP-22-0109, 22-0212-A-000023			

Date	Description	Debit	Credit	Balance
Dec 24, 2021	DROPBOX*723V9MHC7ZGV POS DB.TT/CHELP DE 122208	6.29		949.86
Dec 23, 2021	RMG*REGUS POS 972-340-2021 NY 122007	704.32		956.15
Dec 22, 2021	WITHDRAWAL NORTH SHORE BAN	11,000.00		1,660.47
Dec 21, 2021	BEST BUY #44 POS BROOKFIELD WI US 473287	57.73		12,660.47
Dec 20, 2021	CHECK NUMBER 2062	4,117.73		12,718.20
Dec 20, 2021	CHECK NUMBER 2001	502.60		14,135.99
Dec 20, 2021	CHECK NUMBER 2001	2,835.94		11,728.68
Dec 16, 2021	DEPOSIT NORTH SHORE BAN		11,000.00	17,504.62
Dec 17, 2021	CHECK NUMBER 2067	1,305.23		6,364.62
Dec 17, 2021	CHECK NUMBER 2000	2,835.94		11,467.87
Dec 17, 2021	OFFICE MA 1070 POS WEST ALLIS WI US 206853	287.59		14,303.81
Dec 15, 2021	CHECK NUMBER 2066	926.04		14,594.40
Dec 15, 2021	NOTICE OF CREDIT		36.00	14,617.64
Dec 15, 2021	DEPOSIT NORTH SHORE BAN		13,000.00	14,781.64
Dec 14, 2021	CONSECUTIVE DAYS OD FEE	5.00		218.36
Dec 14, 2021	CHECK NUMBER 2067 RETURNED		4,903.25	212.36
Dec 14, 2021	CHARGE TO RETURN CK 2067	68.00		-3,116.01
Dec 14, 2021	CHECK NUMBER 2067	4,903.25		-3,088.01
Dec 13, 2021	CONSECUTIVE DAYS OD FEE	5.00		-177.36
Dec 10, 2021	OVERDRAFT NSF CHG 2066	66.00		-172.36
Dec 10, 2021	CHECK NUMBER 2066	1,007.65		-136.36
Dec 10, 2021	CHECK NUMBER 2065 RETURNED		5,671.88	951.62
Dec 10, 2021	CHARGE TO RETURN CK 2065	36.00		1,720.25
Dec 10, 2021	CHECK NUMBER 2065	5,671.88		1,684.25
Dec 10, 2021	CHECK NUMBER 2064	1,411.59		987.63

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Date	Description	Debit	Credit	Balance
Jan 19, 2022	FEDEX 00012005 POS MEMPHIS TN 011509	99.75		5,794.94
Jan 18, 2022	FEDEX OFFIC46600004663 POS BROOKFIELD WI 011508	8.75		5,894.69
Jan 18, 2022	WITHDRAWAL NORTH SHORE BAN	1,007.40		5,886.14
Jan 16, 2022	WITHDRAWAL NORTH SHORE BAN	2,006.77		7,789.51
Jan 16, 2022	WITHDRAWAL NORTH SHORE BAN	4,500.00		8,007.81
Jan 16, 2022	DEPOSIT NORTH SHORE BAN		1,007.94	1,007.94
Jan 17, 2022	PICK UP SA 22051 POS-BROOKFIELD WI US 142102	80.24		6,007.57
Jan 14, 2022	WITHDRAWAL NORTH SHORE BAN	4,440.00		8,407.59
Jan 14, 2022	WITHDRAWAL NORTH SHORE BAN	3,000.00		10,847.52
Jan 14, 2022	DEPOSIT NORTH SHORE BAN		3,000.00	13,847.52
Jan 13, 2022	CHECK NUMBER 2000	1,300.25		16,847.52
Jan 12, 2022	DOMESTIC WIRE TRANSFER	10,000.00		15,785.77
Jan 11, 2022	WITHDRAWAL NORTH SHORE BAN	7,500.00		25,785.77
Jan 11, 2022	WITHDRAWAL NORTH SHORE BAN	3,040.00		32,285.77
Jan 11, 2022	WITHDRAWAL NORTH SHORE BAN	6,500.00		38,025.77
Jan 11, 2022	WITHDRAWAL NORTH SHORE BAN	5,000.00		44,885.77
Jan 11, 2022	WITHDRAWAL NORTH SHORE BAN	5,000.00		18,885.77
Jan 11, 2022	DEPOSIT NORTH SHORE BAN		32,310.04	51,885.77
Jan 10, 2022	WALMART FAMILY MOBILE POS 877-440-9758 FL 010806	40.63		2,375.46
Jan 06, 2022	DROPBOX*KJ7NYN2VM2HZ POS DB.TT/CHELP DE 010404	75.00		2,416.09
Jan 04, 2022	NYTIMES*NYTIMES DISC POS 800-698-4637 NY 010202	4.00		2,491.09
Jan 03, 2022	THOMAS184 CORP PAY 320400 COB		1,216.25	2,405.83
Dec 28, 2021	WITHDRAWAL NORTH SHORE BAN	10,000.00		1,276.84
Dec 28, 2021	DEPOSIT NORTH SHORE BAN		15,326.98	16,276.84

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Date ▼	Description ◊	Debit ◊	Credit ◊	Balance
Dec 10, 2021	WALMART FAMILY MOBILE POS 877-440-9758 FL 120805	40.67		2,399.22
Dec 06, 2021	DROPBOX*L3H11M8H2MNV POS DB.TT/CCHELP DE 120403	60.00		2,439.89
Dec 08, 2021	CHECK NUMBER 2063	101.58		2,499.89
Dec 02, 2021	WITHDRAWAL NORTH SHORE BAN	12,500.00		2,661.27
Dec 02, 2021	WITHDRAWAL NORTH SHORE BAN	25,000.00		18,161.27

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Transaction Details

ZAKORY WADE NIEMIEROWICZ - Ending In 8331

ACCOUNT SUMMARY

Current Balance \$247.78	Pending Transactions \$0.00	Available Credit \$4,753.00
Last Statement Balance \$0.00	Statement Closing Date 02/15/2022	
Minimum Payment \$0.00	Payment Due Date 02/11/2022	

POSTED TRANSACTIONS

Start Date 11/03/21
End Date 02/01/22

TRANSACTION DATE	POST DATE	DESCRIPTION	AMOUNT
01/14/22	01/18/22	SPECTRUM 855-707-7328 MO	\$247.78
01/13/22	01/14/22	WISCONSINEYE WWW.WISEYE.OR WI	\$9.99
12/21/21	12/22/21	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$15.74
12/20/21	12/22/21	KWIK TRIP 65000006502 COTTAGE GROVE WI	\$52.80
12/20/21	12/22/21	LILYDALE LLC CHIPPEWA FLS WI	\$1.99
12/20/21	12/21/21	PARKING UTILITY SMART MADISON WI	\$3.65
12/20/21	12/21/21	MAZATLAN DELAFIELD WI	\$23.17
12/16/21	12/17/21	PRINTER WORLD LLC BROOKFIELD WI	\$110.25
12/16/21	12/17/21	BEST BUY 00000448 BROOKFIELD WI	\$2,736.48
12/15/21	12/17/21	OFFICEMAX/DEPOT 6175 WEST ALLIS WI	\$288.18
12/15/21	12/16/21	WAL-MART #5438 NEW BERLIN WI	\$98.57

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TRANSACTION DATE	POST DATE	DESCRIPTION	AMOUNT
12/13/21	12/14/21	Subway 24552 Brookfield WI	\$7.24
12/13/21	12/14/21	KEYMELOCKSMITHS.COM HTTPSKEY.ME NJ	\$68.52
12/13/21	12/14/21	WISCONSINEYE WWW.WISEYE.OR WI	\$9.99
12/13/21	12/14/21	USPS PO 5611400045 BROOKFIELD WI	\$0.73
12/10/21	12/10/21	LOU MALNATI'S BROOKFIELD BROOKFIELD WI	\$32.30
12/08/21	12/09/21	PANOS CHAR HOUSE BROOKFIELD WI	\$17.00
12/03/21	12/06/21	OFFICEMAX/DEPOT 6842 WAUWATOSA WI	\$174.34
12/01/21	12/02/21	HYATT REGENCY GREEN BA 9204321234 WI	\$225.18
11/24/21	11/26/21	MARTYS PIZZA BROOKFIELD WI	\$32.40
11/17/21	11/19/21	HYATT REGENCY GREEN FG GREEN BAY WI	\$51.22
11/17/21	11/19/21	KWIK TRIP 15900001590 SHEBOYGAN WI	\$100.00
11/17/21	11/18/21	MCDONALD'S F11364 BROOKFIELD WI	\$4.19
11/13/21	11/15/21	WALMART FAMILY MOBILE 877-440-9758 FL	\$40.67
11/13/21	11/15/21	WISCONSINEYE WWW.WISEYE.OR WI	\$9.99
11/13/21	11/15/21	KWIK TRIP 24400002444 MENOMONEE FAL WI	\$3.87
11/13/21	11/15/21	KWIK TRIP 24400002444 MENOMONEE FAL WI	\$93.66
11/10/21	11/12/21	HI WAY HARRYS JOHNSON CREEK WI	\$111.29
11/10/21	11/12/21	KWIK TRIP 65000006502 COTTAGE GROVE WI	\$4.72
11/09/21	11/09/21	PRINTER WORLD LLC BROOKFIELD WI	\$102.60

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CARDHOLDER SUMMARY

MICHAEL J GABLEMAN Card ending in 0084
 New Charges **\$2,615.01**

ACCOUNT SUMMARY

Sale Date	Post Date	Description	Amount
Payments, Credits and Adjustments			
12/20		PAYMENT THANK YOU	-\$959.26
12/28		AUTOPAY 00000000041709RAUTOPAY AUTO-PMT	-\$84.44

MICHAEL J GABLEMAN

Standard Purchases

12/08	12/08	COSTCO WHSE #1212 NEW BERLIN WI	\$141.69
12/11	12/11	KWIK TRIP 49900004994 NEW BERLIN WI	\$6.80
12/11	12/11	COSTCO GAS #1212 NEW BERLIN WI	\$55.64
12/12	12/12	KWIK TRIP 65000006502 COTTAGE GROVE WI	\$98.02
12/15	12/15	MENS HAIR HOUSE NEW BERLIN WI	\$35.50
12/17	12/17	Netflix.com 408-5403700 CA	\$18.89
12/18	12/18	LCU MALNATIS - BROOKFIELD BROOKFIELD WI	\$32.39
12/19	12/19	WALMART FAMILY MOBILE 877-440-9758 FL	\$30.57
12/21	12/21	PANOS CHAR HOUSE BROOKFIELD WI	\$52.85
12/21	12/21	CLARK 8399 MEQUON WI	\$75.00
12/21	12/21	KOPPS ON BLUEMOUND BROOKFIELD WI	\$10.50
12/21	12/21	Amazon.com*Y09RP4943 Amzn.com/billWA	\$28.67
12/21	12/21	MARK W NIEDFELDT MD LLC MEQUON WI	\$90.00
12/21	12/21	JILLY'S CAR WASH - ELM G 262-784-5523 WI	\$35.65
12/22	12/22	MSFT * E0700H3TSM MSBILL.INFO WA	\$51.20
12/22	12/22	METRO MARKET #301 BROOKFIELD WI	\$32.46
12/24	12/24	WAL-MART #4677 MUSKEGO WI	\$77.48
12/24	12/24	Whitepages 800-9529005 WA	\$4.99
12/24	12/24	COSTCO WHSE #1212 NEW BERLIN WI	\$14.56
12/24	12/24	COSTCO WHSE #1212 NEW BERLIN WI	\$344.66
12/24	12/24	COSTCO WHSE #1212 NEW BERLIN WI	\$42.98
12/30	12/30	STATE BAR OF WISCONSIN 608-2506123 WI	\$999.00
12/31	12/31	WI DFI 3SB ONESTOP ANNUAL 608-2504606 WI	\$26.00
12/31	12/31	COSTCO GAS #1212 NEW BERLIN WI	\$70.47
01/01	01/01	Amazon Prime*RP6VU5PG3 Amzn.com/billWA	\$13.04
01/03		Costco Annual Membership Renewal 1-800-774-2678	
		COSTCO *ANNUAL RENEWAL 800-774-2678 WA	\$126.00

Fees Charged

TOTAL FEES FOR THIS PERIOD \$0.00

Interest Charged

TOTAL INTEREST FOR THIS PERIOD \$0.00

2022 totals year-to-date

Total fees charged in 2022	\$0.00
Total interest charged in 2022	\$0.00

Costco Cash Rewards Summary



Total Costco Cash Rewards Balance: \$44.95

Costco Cash Rewards Summary

Costco Cash Rewards balance as of last statement +\$465.14
 Your 2021 credit card reward certificate amount -\$465.14
 Earned this period +\$44.95

Total Costco Cash Rewards Balance Year To Date: \$44.95

Costco Cash Rewards Earned This Period

4% on eligible gas worldwide, including gas at Costco¹ +\$12.24
 3% on restaurants +\$2.88
 3% on eligible travel worldwide +\$0.00
 2% on Costco and Costco.com +\$15.39
 1% on all other purchases +\$14.44

Total Earned: \$44.95

» Visit citl.com/Costco for more information

¹ Up to \$7,000 per year in purchases, then 1% cash back

204900

PAYES

AA 850

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Your payment

Credit Card (Visa ending 0418)	\$398.40
Total paid	\$398.40

Your purchase

ANDREW KLOSTER
AAAdvantage #: 685EBD6

New ticket	\$398.40
Ticket #: 0012317004989	
[\$330.23 + Taxes and fees \$68.17]	

Total **\$398.40**

Total cost (all passengers) **\$398.40**

Bag information

Checked bags

DCA - MKE

Online*

1 st bag	2 nd bag
\$30.00	\$40.00

Airport

1 st bag	2 nd bag
\$30.00	\$40.00



Sheraton Milwaukee Brookfield Hotel

375 South Moorland Road
Brookfield, WI, US 53005
+1 (262) 364-1100

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Summary of Charges

Guest Information	KLOSTER/ANDREW 8618 FALLS RD POTOMAC, MD 208541724 US	Dates Of Stay	12/20/2021 - 12/21/2021
		Room Number	239
		Guest Number	1361927W1
		Member Number	*****051
		Group Number	1361927

Date	Description	Reference	Charges	Credits
12/20/2021	ROOM CHRG - WEEKEND RETAIL/SFBT	239	105.00	
12/20/2021	STATE TAX	RT239	5.25	
12/20/2021	OCCUPANCY/TOURISM	RT239	11.03	
12/21/2021	VISA-0418	VI		121.28
Total Charges			121.28	
Total Balance				0.00 USD

Important Information

Authenticity Of Hotel Bills

Marriott retains official records of all charges and credits to your account and will honor only these records.

Privacy

Your privacy is important to us. For full details please view our [Privacy Statement](#).

Credit of Marriott Bonvoy Points

Marriott retains official records of all charges and credits to your account and will honor only these records.

Questions about your bill? Please contact your hotel directly at +1 (262) 364-1100

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Milwaukee Brookfield Hotel
1000 Woodland Road
Brookfield, WI 53005
United States Of America
Tel: 262-786-1100 Fax: 262-786-0843



ANDREW KLOSTER

Page Number : 1 Invoice Nbr : 324295
Guest Number : 1363407
Folio ID : A
Arrive Date : 20-JAN-22 11:56
Depart Date : 22-JAN-22 05:17
No. Of Guest : 1
Room Number : 238
Marnott Bonvoy Number : 7051

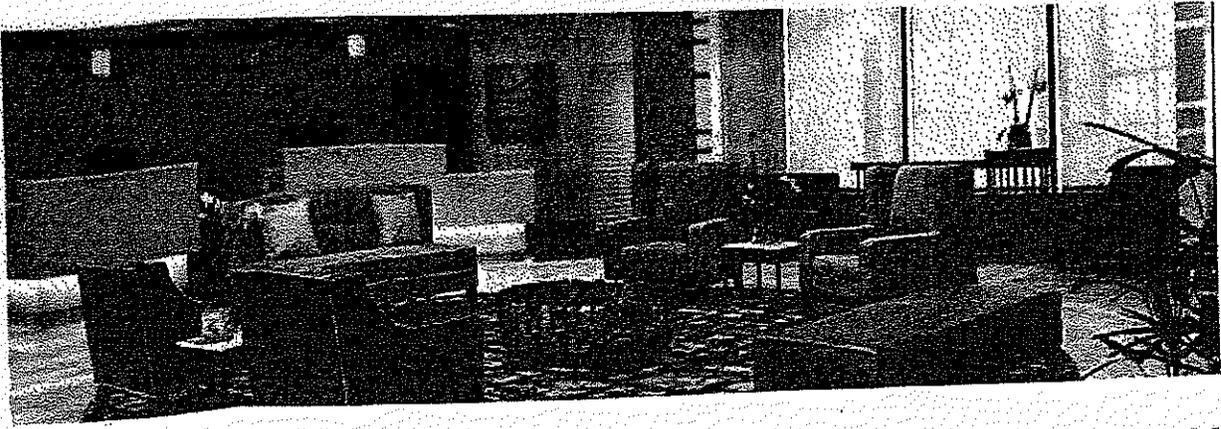
Tax ID : 20-8135606
Milwaukee Broo MKESI JAN-22-2022 05:17 PBROW416

Date	Reference	Description	Charges (USD)	Credits (USD)
20-JAN-22	DEPOSIT	Deposit-VI-416		-250.17
20-JAN-22	RT238	Room Chrg - Advance Purchase	103.55	
20-JAN-22	RT238	State Tax	5.18	
20-JAN-22	RT238	Occupancy/Tourism	10.87	
21-JAN-22	market	Market Place	6.00	
21-JAN-22	RT238	Room Chrg - Advance Purchase	113.05	
21-JAN-22	RT238	State Tax	5.65	
21-JAN-22	RT238	Occupancy/Tourism	11.87	
22-JAN-22	VI	Visa-5227		-6.00

Approve EMV Receipt for VI - 5227: Signature Captured
IAD:06010A0360000 TVR:800008000 AID:A000000031010
AID:A000000031010 Application Label VISA CREDIT
T51-6800 ARC:00 CHIP

** Total : 256.17
*** Balance : 0.00 -256.17

Continued on the next page



Check-In: Wednesday, December 8, 2021

03:00 PM

Check-Out: Friday, December 10, 2021

11:00 AM

Number of rooms

1 Room

Guests per room

1 Adult

Guarantee Method

Credit Card Guarantee, Visa

Total for Stay (all rooms)

242.55 USD

Room 1

Room Type >

1 King Bed, Traditional Guest Room

UPGRADE ROOM >

Guaranteed Requests:

None

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ALL REQUESTS >

Modify or Cancel Reservation

Total duration

2h 5m

Traveler(s)

ANDREW KLOSTER

American AAdvantage 685EBD6

Known Traveler Number 983815168

Update traveler details and make special requests. Please confirm all requests with your airline.

Price summary

Flight 1: DCA to MKE

Traveler 1: Adult

\$194.10

Flight

\$160.00

Taxes & Fees

\$34.10

Flight 2: MKE to IAD

Traveler 1: Adult

\$197.60

Flight

\$170.23

Taxes & Fees

\$27.37

Total due today

\$391.70 and 0 pts

Trip total:

\$391.70

All prices are quoted in USD.

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Rules and Restrictions

Flight 1: DCA to MKE

Additional fees

The airline may charge additional fees for checked baggage or other optional services

- Additional fees for your flight to Milwaukee

Airline rules and restrictions



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Andrew Kloster <arkloster@gmail.com>

Fwd: Your friday morning trip with Uber

Andrew Kloster <besidesthepoint@yahoo.com>
To: "arkloster@gmail.com" <arkloster@gmail.com>

Mon, Jan 31, 2022 at 10:01 PM

Sent from my iPhone

Begin forwarded message:

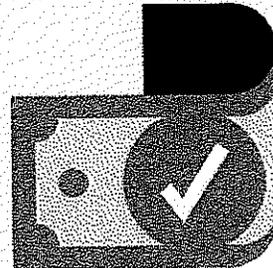
From: Uber Receipts <noreply@uber.com>
Date: December 10, 2021 at 11:20:53 AM EST
To: besidesthepoint@yahoo.com
Subject: Your friday morning trip with Uber



Total \$9.51
December 10, 2021

Thanks for tipping,
Andrew

Here's your updated Friday
morning ride receipt.



Total

\$9.51

➔ You earned 17 points on this trip

Trip fare

\$6.92



3-7

Andrew Kloster <arkloster@gmail.com>

Fwd: Your friday afternoon trip with Uber

Andrew Kloster <besidesthepoint@yahoo.com>
To: "arkloster@gmail.com" <arkloster@gmail.com>

Mon, Jan 31, 2022 at 10:01 PM

Sent from my iPhone

Begin forwarded message:

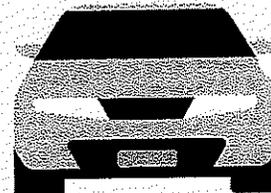
From: Uber Receipts <noreply@uber.com>
Date: December 10, 2021 at 5:13:31 PM EST
To: besidesthepoint@yahoo.com
Subject: Your friday afternoon trip with Uber

Uber

Total \$35.59
December 10, 2021

Thanks for riding, Andrew

We're glad to have you as an Uber
Rewards Gold Member.



Total

\$35.59

You earned 71 points on this trip

Trip fare

\$31.60

Subtotal

\$31.60



38

Andrew Kloster <arkloster@gmail.com>

Fwd: Your Thursday morning trip with Uber

Andrew Kloster <besidesthepoint@yahoo.com>
To: "arkloster@gmail.com" <arkloster@gmail.com>

Mon, Jan 31, 2022 at 10:04 PM

Sent from my iPhone

Begin forwarded message:

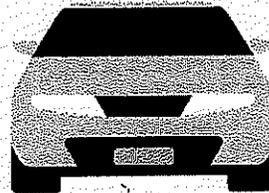
From: Uber Receipts <noreply@uber.com>
Date: January 20, 2022 at 6:09:51 PM EST
To: besidesthepoint@yahoo.com
Subject: Your Thursday morning trip with Uber

Uber

Total \$17.11
January 20, 2022

Thanks for riding, Andrew

We're glad to have you as an Uber
Rewards Gold Member.



Total

\$17.11

✦ You earned 34 points on this trip

Trip fare

\$9.55

Subtotal

\$9.55



3-9

Andrew Kloster <arkloster@gmail.com>

Fwd: Your Wednesday afternoon trip with Uber

Andrew Kloster <besidesthepoint@yahoo.com>
To: "arkloster@gmail.com" <arkloster@gmail.com>

Mon, Jan 31, 2022 at 10:01 PM

Sent from my iPhone

Begin forwarded message:

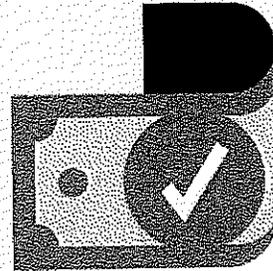
From: Uber Receipts <noreply@uber.com>
Date: January 19, 2022 at 5:45:56 PM EST
To: besidesthepoint@yahoo.com
Subject: Your Wednesday afternoon trip with Uber

Uber

Total \$35.93
January 19, 2022

Thanks for tipping,
Andrew

Here's your updated Wednesday
afternoon ride receipt.



Total

\$35.93

➔ You earned 61 points on this trip

Trip fare

\$26.48

3-10

Thanks for tipping, Andrew

We hope you enjoyed your ride this evening.

Total	\$48.07
<hr/>	
Trip fare	\$33.79
Subtotal	\$33.79
Booking Fee	\$5.03
IAD Airport Surcharge	\$5.00
Montgomery County Surcharge	\$0.25
Tips	\$4.00

Amount Charged **\$48.07**

 **** 0418

Receipt ID # 76957919-db02-4952-9938-ddea1d9c77bf

Trip ID: 76957919-db02-4952-9938-ddea1d9c77bf

[Visit the trip page](#) for more information, including invoices (where available)

You rode with Neteraru
Issued on behalf of Neteraru

UberX 21.65 miles | 32 min

 3:10 PM | 8618 Falls Rd, Potomac, MD 20854, US
 3:43 PM | Dulles, VA 20166, USA

Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.



3-11

Andrew Kloster <arkloster@gmail.com>

Fwd: Your Wednesday evening trip with Uber

Andrew Kloster <besidesthepoint@yahoo.com>
To: "arkloster@gmail.com" <arkloster@gmail.com>

Mon, Jan 31, 2022 at 10:02 PM

Sent from my iPhone

Begin forwarded message:

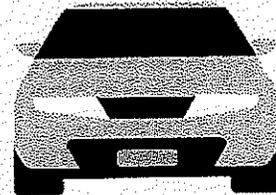
From: Uber Receipts <noreply@uber.com>
Date: December 9, 2021 at 4:46:03 AM EST
To: besidesthepoint@yahoo.com
Subject: Your Wednesday evening trip with Uber

Uber

Total \$44.86
December 8, 2021

Thanks for riding, Andrew

We're glad to have you as an Uber
Rewards Gold Member.



Total

\$44.86

You earned 89 points on this trip

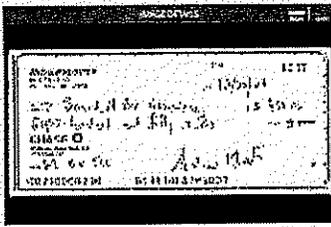
Trip fare

\$35.54

Subtotal

\$35.54

3-12



\$ 850.00 check to cover

WI Bar Application
for Andrew Kloster

For Zak's Use only

Mike =

Clint =

ZAK = 416.64

Ron = 865.31

AK = 2,563.17

Authorizations

Next >

4-1

Posting Date ▼	Description ◊	Amount ◊	R
12/18/21	CRICUT WWW.CRICUT.COUT #2449215B0JHQTD8GE	\$10.49	
12/18/21	Dropbox*535SKJW5KZ92 db.tt/cchelp DE #2444346B03ZBS7RGB	\$119.88	
12/18/21	Ariat International, Inc.877-7027428 CA #2420429B00A3X67X2	\$148.35	
12/18/21	DOUBLETREE MILWAUKEE BRO BROOKFIELD WI #2405523B011H188WD	\$114.35	
12/17/21	MCDONALD'S F22982 WATERTOWN WI #2442733AZLYTHNBMO	\$17.18	
12/17/21	EXXONMOBIL 99790636 COLGATE WI #2416405B0B019D9AB	\$57.68	
12/16/21	DOUBLETREE BROOKFIELD BROOKFIELD WI #2476501AZ60XX9HEM	\$12.99	
12/16/21	AMZN Mktp US*009YN6MH3 Amzn.com/billWA #2469216AY2XM9G44Q	\$29.44	
12/15/21	JORNS CHEVROLET OF KEW KEWAUNEE WI #7469716AY2XBE5ODA	\$67.17	



E.KASEMODEL
 200 E. Verona Ave.
 Box 76, Verona, WI 53593 United States
 kzmon@protonmail.com | 608-729-9884

5-1

Invoice #202042

Issue date
 Jan 27, 2022

Data Research/Analysis : Elder Care Facilities

For services 12/20/2021 thru 01/20/2021

Bill To

Mike Gableman
 Wisconsin Special Counsel
 Coms@wispecialcounsel.com
 155 S. Executive Drive
 Suite 212
 Brookfield, WI, WI

Invoice Details

PDF created January 27, 2022
 \$4,245.00
 Date of service January 20, 2022

Payment

Due February 3, 2022
 \$4,245.00

Item	Quantity	Price	Amount
Database load/setup and table prep	24	\$40.00	\$960.00
Individual Elder Care Facility report structure and data entry	42	\$40.00	\$1,680.00
Elder Care Facility Reports	107	\$15.00	\$1,605.00
Subtotal			\$4,245.00
Total Due			\$4,245.00



Pay online

To pay your invoice go to <https://gosq.me/u/eHNmLWQg>
 Or open your camera on your mobile device, and place the code on the left
 within the camera's view.

OFFICE LEASE

BUILDING AND ADDRESS:

Executive Center I Building
155 S Executive Drive
Brookfield, Wisconsin 53005

LANDLORD AND ADDRESS:

Executive Center I LP
150 N Sunnyslope Road Suite 240
Brookfield, Wisconsin 53005

TENANT AND ADDRESS:

Consultare LLC
155 South Executive Drive Suite 212 & 110 A
Brookfield, WI 53005

DEMISED PREMISES: An area of 2697 rentable square feet on the second floor and 869 rentable square feet on the first floor.

PARKING: Tenant shall have use of the adjoining parking lot for its employees and invitees. Tenant shall comply with all reasonable rules or regulations which Landlord shall prescribe with respect to said parking.

DATE OF LEASE: September 13, 2021

1. LEASE OF PREMISES; BASE RENT. Landlord hereby leases to Tenant and Tenant accepts the Demised Premises for the Lease Term, unless sooner terminated as provided herein, to be occupied and used by Tenant as general offices subject to the agreements herein contained. Tenant shall pay the Annual Base Rent of \$ 58,839.00 to the Landlord in equal monthly installments of \$4,903.25 at its address set forth above in advance on or before the 1st day of each month of the Lease Term. All such Rent shall be paid without any set-off, counterclaim or deduction whatsoever.

2. ADJUSTMENTS TO BASE RENT Intentionally Deleted

3. TERM. The Lease Term shall be for a period of one (1) year commencing on October 1, 2021, and ending at midnight on September 30, 2022, (the "Initial Term").

4. SERVICES. The Landlord, as long as this Lease is in effect, shall furnish:
(a) Heating and air conditioning daily on a 24 hour basis to such temperatures as are customary in office buildings in Brookfield, Wisconsin.

(b) Electricity for standard building lighting fixtures provided by Landlord and for incidental uses for standard office equipment.

(c) Water in common with other tenants or used for business purposes. Tenant shall not waste or permit the waste of water.

(d) Janitor service and customary cleaning in and about the Demised Premises after 5:00 P. M. Monday through Friday. Tenant shall not provide any janitor services or cleaning without the Landlord's written consent and then only subject to supervision by Landlord and at Tenant's sole responsibility, and by janitor or cleaning contractor or employees at all times satisfactory to Landlord. Customary cleaning services shall be deemed to be the janitorial and cleaning services presently provided to the Demised Premises.

(e) Tenant shall make no alteration or additions to the electric equipment and/or appliances without the prior written consent of the Landlord in each instance. Landlord will supply and install, at Tenant's expense, all lamps, bulbs, ballast and starters used in the Demised Premises after

Sublease Agreement

This Sublease is made and entered into by and between CONSULTARE LLC (hereinafter "Sublessor") and THOMAS MORE SOCIETY (hereinafter "Sublessee").

Recitations

0.1 Whereas, Sublessee desires to sub-lease office space from Sublessor at the offices located at 155 S. Executive Drive Suites 212 & 110A, located in Brookfield, Wisconsin.

0.2 Whereas, Sublessor has agreed to sublease 886 rentable square feet of space to Sublessee commencing October 1, 2021 through the Lease termination date of September 30, 2022.

0.3 Whereas, Sublessor and Sublessee desire to accommodate the sub-lease in accordance with the agreement below.

Agreement

Now, therefore, in consideration of the above Recitations and the promises and agreements hereinafter contained, it is agreed between Sublessor and Sublessee that:

1.1 Term. Sublessee agrees to sub-lease the 886 rentable square feet of space, shown on the attached Exhibit A as "TMS" and the common area spaces, for a period of One (1) Year, commencing October 1, 2021 and ending at midnight on September 30, 2022.

1.2 Base Rent. Sublessee will pay to Sublessor the Base Rent of \$1218.25 per month. Rent shall be paid to Sublessor on or before the first day of each month of the term. Sublessor and Sublessee acknowledge and agree, and with its consent below, the Landlord acknowledges and agrees, that Sublessee's payment of Base Rent hereunder is Sublessee's only rental obligation with respect to its use and possession of the subleased premise and such payment of Base Rent includes Sublessee's share of real property taxes, insurance, utilities, building operation expenses and other services provided by Landlord under the Lease

1.3 Agreement. Sublessee agrees to abide by all terms, rules and regulations as set forth in Landlord's original Lease Agreement which is attached hereto and made part of this agreement. With respect to the subleased premises, Sublessee shall have all rights and obligations as Tenant has to the Demised Premises under said original Lease Agreement.

1.4 Improvements. None.

1.5 Warrant of Authority. Each party warrants and represents to the other that they have the power and authority to enter into and perform all their obligations under this Sub-lease and that such party has performed all acts and obtained all approvals necessary to make this Sub-lease a valid, binding legal obligation and each person who executes this Sub-lease in a representative capacity on behalf of either party individually warrants that (s)he is duly authorized to do so.

In witness whereof, this Sub-lease is duly executed and delivered as of the date specified below.

BY: [Signature] Date: 9/27/21
Sublessor: Michael Gablemen for Consultare LLC

BY: [Signature] Date: 9/23/2021
Sublessee: Andrew Bath for Thomas More Society

Landlord Consent: [Signature]
John Hoffman, Managing Partner

Sublease Agreement

This Sublease is made and entered into by and between CONSULTARE LLC (hereinafter "Sublessor") and MOHRMAN, KAARDAL & ERICKSON, P.A. (hereinafter "Sublessee").

Recitations

0.1 Whereas, Sublessee desires to sub-lease office space from Sublessor at the offices located at 155 S. Executive Drive Suites 212 & 110A, located in Brookfield, Wisconsin.

0.2 Whereas, Sublessor has agreed to sublease 1272 rentable square feet of space to Sublessee commencing October 1, 2021 through the Lease termination date of September 30, 2022.

0.3 Whereas, Sublessor and Sublessee desire to accommodate the sub-lease in accordance with the agreement below.

Agreement

Now, therefore, in consideration of the above Recitations and the promises and agreements hereinafter contained, it is agreed between Sublessor and Sublessee that:

1.1 Term. Sublessee agrees to sub-lease the 1272 rentable square feet of space for a period of One (1) Year, commencing October 1, 2021 and ending at midnight on September 30, 2022.

1.2 Base Rent. Sublessee will pay to Sublessor the Base Rent of \$1749.00 per month. Rent shall be paid to Sublessor on or before the first day of each month of the term.

1.3 Agreement. Sublessee agrees to abide by all terms, rules and regulations as set forth in Landlord's original Lease Agreement which is attached hereto and made part of this agreement.

1.4 Improvements. None.

1.5 Warrant of Authority. Each party warrants and represents to the other that they have the power and authority to enter into and perform all their obligations under this Sub-lease and that such party has performed all acts and obtained all approvals necessary to make this Sub-lease a valid, binding legal obligation and each person who executes this Sub-lease in a representative capacity on behalf of either party individually warrants that (s)he is duly authorized to do so.

In witness whereof, this Sub-lease is duly executed and delivered as of the date specified below.

DocuSigned by:
BY: [Signature] Date: 9/22/2021
Sublessor: Michael Gablemen for Consultare LLC

DocuSigned by:
BY: William Mohrman Date: 9/21/2021
Sublessee: William Mohrman for Mohrman, Kaardal & Erickson, P.A.

DocuSigned by:
Landlord Consent: Jack Hoffman 9/22/2021
John Hoffman, Managing Partner

Milage

(Round Trip)

Mike Gableman Brookfield Office → Gen Mitchell (x5) = 120
 Office → Madison (x4) = 512
 Office → Green Bay (x3) = 768
 Office → Chippewa falls = 418

1,818 Miles
 x .56 = \$1,018.08

Ron Hever

Brookfield → Kewaunee 141
 Brookfield → Madison → Kewaunee 226
 Kewaunee → Shawano → Bonduel → Kewaunee 167
 Green Bay → Okouchee → Green Bay 242
 Kewaunee → Kenosha → Brookfield → Okouchee 245
 Brookfield → Hales Corner → Colgate → Waukegan → Kewaunee 320

1341
 \$750.96

Andrew Kloster

Schaumburg → Brookfield - Schaumburg 200 (x.56)
 \$112

Zakary Niemierowicz

Deer Park → Madison → Milwaukee 204
 Brookfield → Green Bay → Brookfield 212
 Brookfield → Madison (x2) → Brookfield (x2) 256
 Brookfield → Gen Mitchell → Brookfield (x3) 72

744 (x.56)
 \$416.64

Total Milage = \$1,018.08 + 750.96 + \$112 + \$416.64

\$2,297.68

Hale, Janine

From: Blazel, Ted
Sent: Tuesday, February 15, 2022 11:02 AM
To: Hale, Janine
Subject: FW: Mileage dates

Janine,

Here are the dates for mileage claims.

Ted

Ted Blazel
Assembly Chief Clerk
Wisconsin State Assembly

From: Coms <Coms@wispecialcounsel.org>
Sent: Tuesday, February 15, 2022 10:20 AM
To: Blazel, Ted <Ted.Blazel@legis.wisconsin.gov>
Subject: Mileage dates

Good Morning Ted,

You have asked me for dates for each milage claimed on our reimbursemnt. Some of the shorter trips like to and from the airport I do not have exact dates for, but they would match with incoming and outgoing flights for our lawyers.

Zakory (Deer Park - Madison - Milwaukee) Monday December 20th for meeting with Ted

Zakory (Brookfield to Green Bay) December 2nd

Zakory (Brookfield to Madison) Dates not certain, once in December, once in January, Estimates: December 8th, January 4th

Andrew Kloster (Schaumburg - Milwaukee) December 20-21

Ron Heuer (Brookfield - Kewaunee) December 1st

Ron Heuer (Brookfield - Madison - Kewaunee) December 6th

Ron Heuer (Kewaunee-Shawno-Bonduel-Kewaunee) December 9th

Ron Heuer (Green Bay - Okouchee - Green Bay) December 13th

Ron Heuer (Kewaunee- Kenosha- Brookfield - Okouchee) December 17th

Ron Heuer (Brookfiled- Hales Corner- Colgate- Waunekee- Kewaunee) December 18th

Mike Gableman (Brookfield - Chippewa Falls) December 20th

Mike Gableman Trips (Brookfield - Green Bay): December 1nd, December 17th, January 26th

Mike Gableman trips (Brookfiled - Madison) December 13th, January 14th, January 24th (1 unknown estimate December 28th)

Very Respectfully,

Zakory Niemierowicz
WI Special Counsel

Please be aware any communications sent to and from Wispecialcounsel.org email domains may be subject for review in response to Wisconsin open records statutes.

Invoice

Page: 1 of 1
 Run Date: 2022-02-16
 Run Time: 10:44:25

Business Unit: 76502
 Voucher Number: 00006460
 Voucher Style: SGLP
 Supplier: SINGLEPAY
 Supplier Location: 1
 Single Payment Supplier
 SINGLEPAY-001

Downstream LLC

Invoice Number: 2022-JAN-0035&0048
 Gableman
 Invoice Date: 2022-02-16
 Miscellaneous: 0
 Freight: 0
 VAT: 0

Payment Terms: NET30
 Control Group:
 Related Voucher Number:
 Lease Number:

Currency: USD
 Use Tax: 0
 VAT Not on Invoice: 0

CHK# 1002360771 2-17-22

Invoice Total: 5762.56

Voucher Line Information							Distribution Information		
Line	Item	Description	Quantity	Unit Price	Unit Of Measure	Amount	Distrib #	Account	Amount
1		WISpecCouns el data sort Jan'22	0	0		5762.56	1	7399010	2750
							2	7399010	3012.56

DOWNSTREAM LLC
 16165 N 83rd Ave, Suite 200.
 Peoria, AZ 85382
 +1 6178956615
 finance@downstream.com
 www.downstream.com

Invoice



BILL TO
Michael J Gableman Office of Special Counsel - WI P.O. Box 510766 New Berlin, WI 53151 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2022-JAN-0035	02/07/2022	\$2,750.00	03/09/2022	Net 30	

PROJECT REFERENCE
 WISC - Confidential 001

DATE	ITEM NAME	DESCRIPTION	QTY	RATE	AMOUNT
01/13/2022	1001 - Consulting Services	Conference call with case team to discuss data sources, media submission and goals/strategy/next steps.	1	275.00	275.00
01/14/2022	1002 - Forensic Collection (Remote)	Retrieve upload from Wisconsin Election Commission re: Linski Subpoena. Log submission.	0.25	275.00	68.75
01/14/2022	1002 - Forensic Collection (Remote)	Retrieve upload from City of Racine, WI. Log submission.	0.25	275.00	68.75
01/19/2022	1005 - Technical Services	Package and upload eight (8) images of thumb drive contents for ingestion into Relativity.	0.50	275.00	137.50
01/19/2022	1007 - Forensic Collection (In-Lab, Hourly)	Inventory and create forensic image of City of Madison Thumbdrive. SOURCEID_03691.	1	275.00	275.00
01/19/2022	1007 - Forensic Collection (In-Lab, Hourly)	Inventory and create forensic image of City of Milwaukee Thumbdrive. SOURCEID_03692.	1	275.00	275.00
01/19/2022	1007 - Forensic Collection (In-Lab, Hourly)	Inventory and create forensic image of City of Kenosha Thumbdrive. SOURCEID_03693.	1	275.00	275.00
01/19/2022	1007 - Forensic Collection (In-Lab, Hourly)	Inventory and create forensic image of City of Green Bay Thumbdrive. SOURCEID_03694.	1	275.00	275.00
01/19/2022	1007 - Forensic Collection (In-Lab, Hourly)	Inventory and create forensic image of City of Racine Thumbdrive. SOURCEID_03695.	1	275.00	275.00
01/19/2022	1007 - Forensic Collection (In-Lab, Hourly)	Inventory and create forensic image of WEC Blue Thumbdrive. SOURCEID_03696.	1	275.00	275.00
01/19/2022	1007 - Forensic Collection (In-Lab, Hourly)	Inventory and create forensic image of WEC Purple Thumbdrive. SOURCEID_03697.	1	275.00	275.00
01/25/2022	1001 - Consulting Services	Review letter to WisVote and Badger System. Prepare and send technical questions for clarifications.	1	275.00	275.00

N/A

BALANCE DUE

\$2,750.00

DOWNSTREAM LLC
 16165 N 83rd Ave, Suite 200
 Peoria, AZ 85382
 +1 6178956615
 finance@downstream.com
 www.downstream.com

Invoice



BILL TO
Michael J Gableman Office of Special Counsel - WI P.O. Box 510766 New Berlin, WI 53151 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2022-JAN-0048	02/07/2022	\$3,012.56	03/09/2022	Net 30	

PROJECT REFERENCE
 WISC - Confidential 001

DATE	ITEM NAME	DESCRIPTION	QTY	RATE	AMOUNT
01/19/2022	1048 - RelativityOne - Project Management	New case creation/setup; ECA database creation; Data intake, staging and processing; Imaging and OCR; Index creation/update	2	200.00	400.00
01/20/2022	1048 - RelativityOne - Project Management	Conference call with Downstream and J. Irving regarding case kick-off and data processing, hosting and investigation culling/review needs	1.50	200.00	300.00
01/20/2022	1049 - RelativityOne - Production Charges	Kickoff call with J. Irving re review workflow and case setup	1	200.00	200.00
01/21/2022	1048 - RelativityOne - Project Management	Create new Relativity user accounts with advanced permissions	0.25	200.00	50.00
01/26/2022	1048 - RelativityOne - Project Management	Email threading, Near Duplicate and Name Normalization	0.25	200.00	50.00
01/26/2022	1048 - RelativityOne - Project Management	Document specifications re creation of Review workspace and promotion of records; Create custom coding layout as requested; Run analytics for communication analysis and add users to new workspace	1	200.00	200.00
01/26/2022	1048 - RelativityOne - Project Management	Identify documents in ECA workspace for promotion to document review database; Execute document promotion	0.50	200.00	100.00
01/31/2022	1045 - RelativityOne - Processing	Data Processing	21.20	44.00	932.80
01/31/2022	1046 - RelativityOne - User Charge	Monthly User Charges for RelativityOne	5	95.00	475.00
01/31/2022	1047 - RelativityOne - Hosting Charge	Monthly Hosted Data Storage In RelativityOne for January	21.23	12.00	254.76
01/31/2022	1048 - RelativityOne - Project Management	Communication with J. Irving re new Relativity account and re-sending credentials for existing accounts; Set up new account and re-send invitations; Notify J. Irving re completion	0.25	200.00	50.00

N/A BALANCE DUE **\$3,012.56**



Please kindly note our new remittance address.

WI-REP-22-0109, 22-0212-A-000053

Hale, Janine

From: Coms <Coms@wispecialcounsel.org>
Sent: Monday, February 7, 2022 2:54 PM
To: Hale, Janine
Subject: Fw: EXTERNAL : Invoice 2022-JAN-0035 from DOWNSTREEM LLC
Attachments: Invoice_2022JAN0035_from_DOWNSTREEM_LLC.pdf

Good Afternoon Janine,

I have sent over 2 invoices to be paid for our data sorting and storage.

Very Respectfully,

Zakory Niemierowicz
WI Special Counsel

Please be aware any communications sent to and from Wispecialcounsel.org email domains may be subject for review in response to Wisconsin open records statutes.

From: DOWNSTREEM LLC <quickbooks@notification.intuit.com>
Sent: Monday, February 7, 2022 2:39 PM
To: Coms <Coms@wispecialcounsel.org>
Subject: EXTERNAL : Invoice 2022-JAN-0035 from DOWNSTREEM LLC

INVOICE 2022-JAN-0035 DETAILS



DOWNSTREEM LLC

DUE 03/09/2022

\$2,750.00

Review and pay

Powered by QuickBooks

Invoice

Page: 1 of 1
 Run Date: 2022-02-16
 Run Time: 11:21:35

Business Unit: 76502
 Voucher Number: 00006466
 Voucher Style: SGLP
 Supplier: SINGLEPAY
 Supplier Location: 1
 Single Payment Supplier
 SINGLEPAY-001

*Consultare
 Michael Gableman*

Invoice Number: Jan'22 WISpec Counsel expenses
 Invoice Date: 2022-02-16
 Miscellaneous: 0
 Freight: 0
 VAT: 0

Payment Terms: 00
 Control Group:
 Related Voucher Number:
 Lease Number:

Currency: USD
 Use Tax: 0
 VAT Not on Invoice: 0

CHK# 1002360773

2-17-22

Invoice Total: 12934.72

Voucher Line Information						
Line	Item	Description	Quantity	Unit Price	Unit Of Measure	Amount
1		WISpec Counsel expense Jan'22	0	0		12934.72
Distribution Information						
Distrib #	Account	Amount				
1	7399006	2608.17				
2	7399018	1658.5				
3	7399018	537.52				
4	7399006	941.06				
5	8070000	458.97				
6	7399010	4245				
7	7415000	2485.5				

Dec'21 Expenses

Hotels	\$	2,496.96	7399006
Flights	\$	1,627.93	7399018
Transportation	\$	2,348.84	7399018
Food	\$	843.03	7399006
Office expenses	\$	4,359.92	8070000 (CREDIT \$0.00)
Rent	\$	2,640.32	7415000
SUBTOTAL:		\$ 14,317.00	
Office expense credit from payment 11/23/21			
	\$	4,359.92	
TOTAL Dec'21:		\$ 9,957.08	

Jan'22 Expenses

Hotels	\$	2,608.17	7399006
Flights	\$	1,658.50	7399018
Transportation	\$	537.52	7399018
Food	\$	941.06	7399006
Office Expenses	\$	1,500.15	8070000 (CREDIT \$458.97)
Data Analysis	\$	4,245.00	7399010
Rent	\$	2,485.50	7415000
SUBTOTAL:		\$ 13,975.90	
Remaining office expense credit from payment 11/23/21			
	\$	1,041.18	
TOTAL Jan'22:		\$ 12,934.72	

GRAND TOTAL: \$ 22,891.80

Expense	Documentation	Amount	Category total	Page total
Hotels				
Hilton Garden Brookfield	1-1	\$821.72		December 29th-31 January 1st-5th
Hilton Garden Brookfield	1-3	\$971.88		December 1st-7th
Hyatt Regency Green Bay	2-6	\$225.18		December 1st (two rooms)
Doubletree Brookfield	4-1	\$114.35		December 18th
Sheraton Brookfield	3-2	\$121.28		December 20th
Sheraton Brookfield	3-3	\$258.17		January 20th-22nd
Sheraton Hotel	3-4	\$242.55		December 8th-Friday 10th
Embassy Suites	1-7	\$594.85		January 25th -30th
Hilton	1-9	\$941.08		January 8th-17th
Hilton	1-11	\$816.07		December 15th-22nd
Flights				
American Airlines	1-1	\$25.92		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
American Airlines	1-1	\$457.90		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
American Airlines	1-3	\$73.38		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
American Airlines	1-3	\$630.39		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
American Airlines	1-6	\$42.64		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
American Airlines	1-6	\$397.70		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
American Airlines	3-1	\$388.40		Dulles IAD, Virginia - Gen Mitchell, Milwaukee
American Airlines	3-5	\$391.70		Dulles IAD, Virginia - Gen Mitchell, Milwaukee
American Airlines	1-7	\$206.80		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
American Airlines	1-8	\$80.00		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
American Airlines	1-9	\$394.20		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
American Airlines	1-11	187.6		Little Rock National Airport, Arkansas - Gen Mitchell, Milwaukee
Transportation				
Uber	1-1	\$34.94		
Uber	1-3	\$42.41		
Clinton NTL	1-3	\$126.44		
Uber	1-5	\$8.88		
Uber	1-5	\$9.70		
Uber	1-6	\$49.16		
Milage	See Milage form	\$2,297.68		
Uber	3-6	\$9.51		
Uber	3-7	\$35.59		
Uber	3-8	\$17.11		
Uber	3-9	\$35.93		
Uber	3-10	\$48.07		
Uber	3-11	\$44.86		
Uber	1-9	\$34.91		
Uber	1-9	\$13.55		
Uber	1-10	\$33.90		
Uber	1-11	\$43.72		

Business Meals			
Shake Shack	1-1	\$15.74	
Starbucks	1-1	\$4.77	
Hudson	1-1	\$4.46	
American Bagel	1-1	\$15.11	
Wasabi Sushi	1-2	\$38.34	
Subway	1-2	\$13.04	
Grubhub	1-2	\$34.73	
Divino	1-2	\$4.74	
Grubhub	1-2	\$39.36	2 people
SQ Tacos	1-2	\$40.13	2 people
Grubhub	1-2	\$37.76	
Chick Fil A	1-2	\$17.60	
Kwik Trip	1-2	\$8.38	
Grubhub	1-2	\$27.59	
Pappasilo	1-3	\$22.47	
Hudson	1-3	\$4.46	
Great American	1-3	\$8.28	
Grubhub	1-4	\$41.90	
Uno Chicago	1-4	\$16.33	
Lou Malnatis	1-4	\$39.25	4 people
Grubhub	1-4	\$23.29	
Walgreens	1-4	\$66.63	Groceries
Uncle Julio	1-4	\$74.09	3 people
Uncle Julio	1-4	\$32.98	
Wendys	1-5	\$16.96	
Poke	1-5	\$17.95	
Fresh Thyme	1-5	\$37.09	
Chick Fil A	1-5	\$11.43	
Charleys	1-5	\$12.90	
Grubhub	1-5	\$41.95	
Kwik Trip	1-5	\$11.59	
Gooseberry	1-6	\$4.22	
Subway	1-6	\$14.39	
Chick Fil A	1-6	\$13.63	
WallStreet	1-6	\$4.33	
Lilydale	2-5	\$1.99	
Mazatlan	2-5	\$23.17	
Grubhub	1-7	\$56.28	2 people
Great Am Bag	1-7	\$12.61	
MKE TRip Advisor	1-7	\$4.76	
Culvers	1-7	\$4.40	
Walmart	1-8	\$38.52	
Chick-fil-A	1-8	\$11.30	
Pick N Save	1-8	\$27.40	
New Fujiyama	1-8	\$42.75	
Cafe Hollander	1-8	\$27.54	
Kwik Trip	1-8	\$4.52	
Grubhub	1-8	\$31.23	

Sendiks the Corner	1-8	\$13.94	
Pappasito's Cantina	1-9	\$48.91	2 people
Great Am Bagel	1-9	\$16.23	
Cantina Laredo	1-9	\$24.39	
Wasabi Sushi Lounge	1-9	\$47.74	
Grubhub	1-9	\$18.06	
Rosatis pizza	1-9	\$15.49	
Chick Fil A	1-10	\$15.96	
Walgreens	1-10	\$38.43	
Grubhub	1-10	\$28.55	
Pick N Save	1-10	\$53.93	groceries
Grubhub	1-10	\$32.96	
Kwik Trip	1-10	\$8.93	
7 eleven	1-10	\$4.98	
Cantina Laredo	1-10	\$23.39	
MKE TRip Advisor	1-11	\$4.21	
Farmers Market	1-11	\$12.83	
Perlock Garden district	1-11	19.79	
Uncle Julio's	1-11	\$40.00	Andrew Kloster Days in Wisconsin: 8 days
Grubhub	1-12	\$34.34	December 20th, December 27-28
Grubhub	1-12	\$35.54	January 20th-22nd
Grubhub	1-12	\$24.43	December 8th-Friday 10th
Grubhub	1-12	\$24.54	Clint Lancaster days in Wisconsin: 38 days
Grubhub	1-12	\$18.79	December days: 18 days in December
Starbucks	1-12	\$4.77	January: 20 days in January
Grubhub	1-12	\$40.13	
Grubhub	1-12	\$30.39	
		\$1,784.09	
Office Expenses			
State Bar	1-4	\$250.00	Clint Lancaster admission for Pro Hoc Vice in the Waukesha County Proceedings
Microsoft License	1-6	\$99.99	Microsoft Office License
Fedex Jan 31 (7)	2-1	\$106.45	Mail Deposition Invitation Letters
NY times Subscri	2-1	\$4.00	
Fedex Jan 28	2-1	\$15.70	Mail Subpoena data to tech company in California
Fedex Jan 19 (3)	2-1	\$38.10	Mail Subpoena data to tech company in California
Fedex Jan 19	2-3	\$99.75	Mail Subpoena data to tech company in California
Fedex Jan 18	2-3	\$8.75	Mail Subpoena data to tech company in California
Walmart Family Mobile	2-3	\$40.63	Work Phone Subscription
Dropbox	2-3	\$75.00	Office Dropbox fee
NY times Subscri	2-3	\$4.00	
Walmart Family Mobile	2-4	\$40.67	Work phone Subscription
Dropbox	2-4	\$60.00	Dropbox Subscription fee
Dropbox	2-2	\$6.29	add another dropbox user
Best Buy	2-2	\$57.73	Cord to display computer monitor on large TV Screen
POS Box	2-2	\$287.59	Office P.O box costs
Spectrum	2-5	\$247.78	Office WIFI
Wisconsin eye	2-5	\$9.99	
Zoom	2-5	\$15.74	
Parking Utility Madison	2-5	\$3.65	
Printer World LLC	2-5	\$110.25	9 Ink Cartridges for HP Envy 7858 printer and Canon MB2720 printer
Best Buy	2-5	\$2,736.48	2 Computers for detectives

Office Max	2-5	\$288.18	Office Supplies and Large White Board	
Wal-Mart	2-5	\$98.57	Office Supplies	
Keylocksmiths	2-6	\$68.52	Get Office Keys Made	
Wisconsin eye	2-6	\$9.99		
USPS	2-6	\$0.73		
Office Max	2-6	\$174.34	second Large Whiteboard	
Microsoft License	2-7	\$51.20	extra users for microsoft license	
Wisconsin Bar Application	3-12	\$850.00	Andrew Kloster Application for Wisconsin State Bar Law License	
Elder care Database work	5-1	\$4,245.00	Invoice for datawork	
Office Rent				
Office Rent	Lease Contract	\$1,936.00		
Office Rent	Lease Contract	\$1,936.00		
Small Office Rent	2-1	\$549.50		
Small Office Rent	2-2	\$704.32		
	Expense Total	\$28,292.90		
	Already Paid	\$5,401.10		Already Paid
	Total Due	\$22,891.80		
Zak's Use Only				
Clint=	\$4,287.54	Spent Budget:		\$236,181.00
Andrew	\$2,563.17	Outstanding Payroll		\$51,000.00
Ron=	\$865.31	Outstanding Reimbur		\$22,891.80
Mike=	\$10,514.14	Total Outstanding Exp		\$310,072.00
Zak=	\$416.64	Total Budget		\$676,000.00
Expense Invoices=	\$4,245.00	Total Budget Remaining		\$365,928.00

Give us feedback @ survey.walmart.com
Thank you! ID #:7QFF6YIUVHST



262-796-1620 Hgr:6AYL
15205 WEST GREENFIELD AVENUE
NEW BERLIN WI 53151

ST# 05438	OP# 002566	TE# 10	TR# 08564	
STENO BOOK	084410604625			2.00 X
STENO BOOK	084410604625			2.00 X
STENO BOOK	084410604625			2.00 X
STENO BOOK	084410604625			2.00 X
STENO BOOK	084410604625			2.00 X
STENO BOOK	084410604625			2.00 X
6W TP 325	063806018098			4.24 X
OPEN STAG	088855611207			3.42 X
POST IT 2X2	063806007660			1.36 X
SH 4CT HL AS	007164125174			2.84 X
PG 6 RT GEL	081952802533			2.78 X
PG 6 RT GEL	081952802533			2.78 X
G2 PEN	007283831033			2.98 X
HD PENCILCUP	084346315392			9.58 X
STATIONERY	007033090031			2.88 X
WASTECAN	084943402897			3.98 X
WASTEBASKET	007314916178			3.42 X
LEGAL PAD	084410604155			2.54 X
LEGAL PAD	084410604155			2.54 X
POST-IT FLA	007630890779			5.68 X
PAPER CLIPS	065050572514			1.64 X
SITE MERCHANT	007471100131			5.36 X
RULER	007357710562			1.48 X
FILE FOLDER	007878745606			3.14 X
LEGAL PAD	084410604163			1.00 X
LEGAL PAD	084410604163			1.00 X
LEGAL PAD	084410604163			1.00 X
LEGAL PAD	084410604163			1.00 X
BINDER CLIPS	082665400132			8.24 X
PUSH PIN	695780720195			2.38 X
MINI STAPLER	693520535396			1.48 X
FILE FOLDER	007878745606			3.14 X
SUBTOTAL				93.88
TAX 1 5.00 %				4.69
TOTAL				98.57
VISA TEND				98.57

Welcome to Best Buy #44
1955 W BLUEMOUND RD
BROOKFIELD, WI 53045



Val:100001-619210-878830-977364-105603-4

0044 064 3308 12/16/21 15:57

*** DUPLICATE RECEIPT ***

6478305	THR-00001	1299.99
SURFACE STUDIO 14.4/15/16M/25		
1599.99 Was Price		
300.00- Sale Discount		
Serial # 0F00U9T213600C		
Sales Tax		65.00
6478305	THR-00001	1299.99
SURFACE STUDIO 14.4/15/16M/25		
1599.99 Was Price		
300.00- Sale Discount		
Pickup Order #1121350932822		
Pickup In Store: 12/16/2021		
MOUTHRIE WI (#25)		
Sales Tax		71.50

SALE	6175-1-7639-1005294-21.11	
346395	HLDR,LTR,MSH,B	
3 @ 8.19		24.67
Instant Savings		-4.86
You Pay		19.71SS
941577	SRG,6OUTLT,3'	15.69SS
Clearance		-1.78
You Pay		13.91SS
738618	MKKK,DR,7PK,H	5.99 SS
951851	BRD,MAG D/E,48	232.99 SS
Subtotal:		272.60
Sales Tax:		14.99
Total:		287.59
Debit Card 4510:		287.59

Welcome to Best Buy #44
1955 W BLUEMOUND RD
BROOKFIELD, WI 53045



Val:100001-625832-996008-051931-345393-05

0044 047 0390 12/21/21 12:54

*****8331 ChipRead USD\$ 2736.48
VISA CREDIT - VISA
NIEMIEROWICZ/ZAKORY W
Approval 516175

6201111	UCH153G	29.99
USB TYPEC TO 4K HDMI DISPLAY		
Sales Tax		1.50
6473498	NS-PCHDHNK	24.99

CARD ENTRY: Chip
MODE: Issuer
AID: A0000000031010

VISA CREDIT
APPROVAL # 415115
REF # 1042000314
TRANS ID - 381349751003552
VALIDATION - 2J42
PAYMENT SERVICE - E
ATD A0000000031010
RAC 78A92C8F06EFAE12
TERMINAL # SC010243
12/15/21 14:51:50
CHANGE DUE 0.00
ITEMS SOLD 32
TC# 6337 7264 8191 9084 5416
Low Prices You Can Trust. Every Day.
12/15/21 14:51:51
CUSTOMER COPY

Office DEPOT
OfficeMax

WALMARTOSA - (414) 607-0366

12/03/2021 10:12 AM

***** REPRINT *****

Transaction # 68421203210011486



DVPTTAYAP6Y8S4466H

SALE	6842-1-1485-283280-21.9.2	
348037	PAPER,COPY,OD,	69.99SS
Instant Savings		-23.00
You Pay		46.99SS
847622	PMR,6OUTLT,2'	16.49 SS
765737	COFFEE,GR,CL	10.49SS
Instant Savings		-3.50
You Pay		6.99SS
597821	EXTENSION,CORD	10.49 SS
738191	ORGANZ,5TIER,LT	39.89
Coupon - 87232823		-7.63
You Pay		32.26SS
207514	BRDR,ODP,RR,2"	8.79
Coupon - 87232823		-1.67
You Pay		7.12SS
170719	PPR,ASTRONEON,	21.99
Coupon - 87232823		-4.20
You Pay		17.79SS
1402912	Class Fldr Lsl	33.99
Coupon - 87232823		-6.50
You Pay		27.49SS
572398	REWARDS ENROLL	0.01
Promotion		-0.01
You Pay		0.00SS
Coupon Number - 0R6S1MXVENC5XF		
Rewards Back Coupon - KNT49RS648TOYJ		
Subtotal:		165.62
Sales Tax:		8.72
Total:		174.34
Visa 8331:		174.34
		54.98
		2.75
		7.73
		7.73

19 days

1-1



Past Payments

Account Ending in ...5940

DATE	DESCRIPTION	CATEGORY	CARD	AMOUNT
Dec 31	SHAKE SHACK	Dining	Clinton L. ...5940	\$15.74
Dec 31	Uber Technologies	Other Travel	Clinton L. ...5940	\$34.94
Dec 30	Starbucks	Dining	Clinton L. ...5940	\$4.77
Dec 30	HUDSONST2751	Merchandise	Clinton L. ...5940	\$4.46
Dec 27	American Airlines	Airfare	Clinton L. ...5940	\$25.92
Dec 27	American Airlines	Airfare	Clinton L. ...5940	\$457.90
Dec 24	GREAT AMERICAN BAGEL M	Dining	Clinton L. ...5940	\$15.11
Dec 24	Hilton Garden Inn	Lodging	Clinton L. ...5940	\$821.72

1-2

Dec 23	Wasabi Sushi Lounge	Dining	Clinton L. ...5940	\$38.34
Dec 23	Subway	Dining	Clinton L. ...5940	\$13.04
Dec 23	GrubHub	Dining	Clinton L. ...5940	\$34.73
Dec 22	Divino Gelato Cafe	Dining	Clinton L. ...5940	\$4.74
Dec 22	GrubHub	Dining	Clinton L. ...5940	\$39.36
Dec 20	SQ *TACOS EL PASTORCITO M	Dining	Clinton L. ...5940	\$40.13
Dec 20	GrubHub	Dining	Clinton L. ...5940	\$37.76
Dec 20	Chick-fil-A	Dining	Clinton L. ...5940	\$17.60
Dec 20	Kwik Trip	Gas/Automotive	Clinton L. ...5940	\$8.38
Dec 20	GrubHub	Dining	Clinton L. ...5940	\$27.59

1-3

Dec 16	Pappasito's Cantina	Dining	Clinton L. ...5940	\$22.47
Dec 16	HUDSONST2751	Merchandise	Clinton L. ...5940	\$4.46
Dec 16	Uber Technologies	Other Travel	Clinton L. ...5940	\$42.41
Dec 16	Payment from First Security BK 16626	Payment	Clinton L. ...5940	-\$490.00
Dec 15	American Airlines	Airfare	Clinton L. ...5940	\$73.38
Dec 15	American Airlines	Airfare	Clinton L. ...5940	\$630.39
Dec 14	AR.GOV/PAYMENT	Other Services	Clinton L. ...5940	\$25.00
Dec 10	CLINTON NTL AIRPORT	Gas/Automotive	Clinton L. ...5940	\$126.44
Dec 10	GREAT AMERICAN BAGEL M	Dining	Clinton L. ...5940	\$8.28
Dec 10	Hilton Garden Inn	Lodging	Clinton L. ...5940	\$971.88

Dec 09	GrubHub	Dining	Clinton L. ...5940	\$41.90
Dec 09	Uno Chicago Grill	Dining	Clinton L. ...5940	\$16.33
Dec 09	State Bar Of Wisconsin	Professional Services	Clinton L. ...5940	\$250.00
Dec 08	64 - LOU MALNATIS PIZZERI	Dining	Clinton L. ...5940	\$39.25
Dec 07	Embassy Suites	Lodging	Clinton L. ...5940	-\$1,053.36
Dec 07	CLIO.COM 888-858-2546	Merchandise	Clinton L. ...5940	\$294.30
Dec 07	GrubHub	Dining	Clinton L. ...5940	\$23.29
Dec 06	Walgreens	Healthcare	Clinton L. ...5940	\$66.63
Dec 06	UNCLE JULIO'S BROOKFIELD	Dining	Clinton L. ...5940	\$74.09
Dec 06	UNCLE JULIO'S BROOKFIELD	Dining	Clinton L. ...5940	\$32.98

Dec 06	Wendy's	Dining	Clinton L. ...5940	\$16.96
Dec 06	Uber Technologies	Other Travel	Clinton L. ...5940	\$8.88
Dec 04	Uber Technologies	Other Travel	Clinton L. ...5940	\$9.70
Dec 04	POKEWORKSNY37_36	Dining	Clinton L. ...5940	\$17.95
Dec 04	Fresh Thyme Farmers Market	Grocery	Clinton L. ...5940	\$37.09
Dec 04	Chick-fil-A	Dining	Clinton L. ...5940	\$11.43
Dec 04	CLIO.COM-888-858-2546 Merchandise		Clinton L. ...5940	\$106.20
Dec 04	Charleys Philly Steaks	Dining	Clinton L. ...5940	\$12.90
Dec 03	GrubHub	Dining	Clinton L. ...5940	\$41.95
Dec 03	Kwik Trip	Gas/Automotive	Clinton L. ...5940	\$11.59

Dec 02	PAST DUE FEE	Fee	Clinton L. ...5940	\$39.00
Dec 02	Gooseberry on the Square	Dining	Clinton L. ...5940	\$4.22
Dec 02	Microsoft	Internet	Clinton L. ...5940	\$99.99
Dec 02	Microsoft	Internet	Clinton L. ...5940	\$99.99
Dec 02	Subway	Dining	Clinton L. ...5940	\$14.39
Dec 02	Chick-fil-A	Dining	Clinton L. ...5940	\$13.63
Dec 01	WALLSTREETST2521	Merchandise	Clinton L. ...5940	\$4.33
Dec 01	Uber Technologies	Other Travel	Clinton L. ...5940	\$49.16
Dec 01	American Airlines	Airfare	Clinton L. ...5940	\$42.64
Dec 01	American Airlines	Airfare	Clinton L. ...5940	\$397.70

1-7



Past Payments

Account Ending in ...5940

DATE	DESCRIPTION	CATEGORY	CARD	AMOUNT
Pending	Embassy Suites	Lodging	Clinton L. ...5940	-\$594.85
Pending	GrubHub	Dining	Clinton L. ...5940	\$56.28
Pending	DUNTON NATIONAL AIRPORT	Gas	Clinton L. ...5940	...
Pending	GREAT AM BAG T3 RB ORD	Dining	Clinton L. ...5940	\$12.61
Pending	2533 MKE TRIP ADVISOR	Merchandise	Clinton L. ...5940	\$4.76
Pending	Chipotle	Dining	Clinton L. ...5940	\$56.54
Pending	American Airlines	Airfare	Clinton L. ...5940	\$206.60
Jan 29	Culver's	Dining	Clinton L. ...5940	\$4.40

1-8

Jan 29	Walmart	Grocery	Clinton L. ...5940	\$38.52
Jan 29	Chick-fil-A	Dining	Clinton L. ...5940	\$11.30
Jan 28	Pick N Save	Grocery	Clinton L. ...5940	\$27.40
Jan 28	NEW FUJIYAMA BROOKFIELD	Dining	Clinton L. ...5940	\$42.75
Jan 28	Cafe Hollander	Dining	Clinton L. ...5940	\$27.54
Jan 28	Kwik Trip	Gas/Automotive	Clinton L. ...5940	\$4.52
Jan 28	GrubHub	Dining	Clinton L. ...5940	\$31.23
Jan 27	SENDIK'S THE CORNER	Grocery	Clinton L. ...5940	\$13.94
Jan 27	American Airlines	Airfare	Clinton L. ...5940	\$80.00

Jan 27	Uber Technologies	Other Travel	Clinton L. ...5940	\$34.91
Jan 27	Uber Technologies	Other Travel	Clinton L. ...5940	\$13.55
Jan 26	Pappasito's Cantina	Dining	Clinton L. ...5940	\$48.91
Jan 19	Hilton Garden Inn	Lodging	Clinton L. ...5940	\$941.08
Jan 19	GREAT AMERICAN BAGEL M	Dining	Clinton L. ...5940	\$16.23
Jan 18	Cantina Laredo	Dining	Clinton L. ...5940	\$24.39
Jan 18	Wasabi Sushi Lounge	Dining	Clinton L. ...5940	\$47.74
Jan 18	GrubHub	Dining	Clinton L. ...5940	\$18.06
Jan 17	American Airlines	Airfare	Clinton L. ...5940	\$394.20
Jan 17	Rosati'S Pizza	Dining	Clinton L. ...5940	\$15.49

Jan 17	Chick-fil-A	Dining	Clinton L. ...5940	\$15.96
Jan 15	Walgreens	Healthcare	Clinton L. ...5940	\$38.43
Jan 14	GrubHub	Dining	Clinton L. ...5940	\$26.55
Jan 12	Pick N Save	Grocery	Clinton L. ...5940	\$53.93
Jan 12	American Airlines	Airfare	Clinton L. ...5940	\$187.55
Jan 12	GrubHub	Dining	Clinton L. ...5940	\$32.96
Jan 12	Kwik Trip	Gas/Automotive	Clinton L. ...5940	\$8.93
Jan 11	Uber Technologies	Other Travel	Clinton L. ...5940	\$33.90
Jan 11	7-Eleven	Gas/Automotive	Clinton L. ...5940	\$4.98
Jan 10	Cantina Laredo	Dining	Clinton L. ...5940	\$23.39

1011

Jan 10	American Airlines	Airfare	Clinton L. ...5940	\$187.60
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Jan 08	LUICIDENART.COM/CHARGE	Merchandise	Clinton L. ...5940	
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Jan 07	MKE TRIP ADVISOR SHOP	Merchandise	Clinton L. ...5940	\$4.21
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Jan 07	Farmers Market	Dining	Clinton L. ...5940	\$12.93
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Jan 07	PERLICK GARDEN DISTRIC	Dining	Clinton L. ...5940	\$19.79
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Jan 07	Hilton Garden Inn	Lodging	Clinton L. ...5940	\$816.07
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Jan 06	UNCLE JULIO`S BROOKFIE	Dining	Clinton L. ...5940	\$75.94
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40

Jan 06	Uber Technologies	Other Travel	Clinton L. ...5940	\$43.72
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1-12

Jan 05	GrubHub	Dining	Clinton L. ...5940	\$34.34
Jan 04	GrubHub	Dining	Clinton L. ...5940	\$35.54
Jan 04	GrubHub	Dining	Clinton L. ...5940	\$24.43
Jan 03	GrubHub	Dining	Clinton L. ...5940	\$24.54
Jan 03	GrubHub	Dining	Clinton L. ...5940	\$18.79
Jan 03	Starbucks	Dining	Clinton L. ...5940	\$4.77
Jan 03	GrubHub	Dining	Clinton L. ...5940	\$40.13
Jan 03	GrubHub	Dining	Clinton L. ...5940	\$30.39

CONSULTARE LLC - #####3834

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Search Transactions

Activity: Date range; Start date: Dec 01, 2021; End date: Jan 31, 2022; Type: All

Transactions

Pending Posted

Date ▼	Description ◇	Debit ◇	Credit ◇	Balance
Jan 31, 2022	THOMAS101 CORP PAY 220101 USD	1,218.95		1,444.26
● Jan 31, 2022	FEDEX 289198700711 POS MEMPHIS TN 012708	18.60		193.01
● Jan 31, 2022	FEDEX 289198615560 POS MEMPHIS TN 012707	18.60		211.61
● Jan 31, 2022	FEDEX 289198505902 POS MEMPHIS TN 012706	18.60		230.21
● Jan 31, 2022	FEDEX 289198306400 POS MEMPHIS TN 012705	16.35		248.81
● Jan 31, 2022	FEDEX 289198200729 POS MEMPHIS TN 012704	18.60		265.16
● Jan 31, 2022	FEDEX 289197926191 POS MEMPHIS TN 012703	15.70		283.76
● Jan 31, 2022	NYTIMES*NYTIMES DISC POS 800-698-4637 NY 012820	4.00		299.46
● Jan 29, 2022	FEDEX OFFIC46600004663 POS BROOKFIELD WI 012709	27.26		303.46
● Jan 28, 2022	FEDEX 289137862868 POS MEMPHIS TN 012502	15.70		330.72
● Jan 22, 2022	RMG*REGUS POS 972-340-2021 NY 012018	549.50		346.42
Jan 20, 2022	CHECK NUMBER 2080	1,060.00		895.92
● Jan 19, 2022	FEDEX 00012005 POS MEMPHIS TN 011512	12.70		5,756.84
● Jan 19, 2022	FEDEX 00012005 POS MEMPHIS TN 011511	12.70		5,769.54
● Jan 19, 2022	FEDEX 00012005 POS MEMPHIS TN 011510 WI-REP-22-0109, 22-0212-A-000074	12.70		5,782.24

Date	Description	Debit	Credit	Balance
Dec 24, 2021	DROPBOX*723V9MHC7ZGV POS DB.TT/CHELP DE 122208	6.29		949.86
Dec 23, 2021	RMG*REGUS POS 972-340-2021 NY 122007	704.32		956.15
Dec 22, 2021	WITHDRAWAL NORTH SHORE BAN	11,000.00		1,660.47
Dec 21, 2021	BEST BUY #44 POS BROOKFIELD WI US 473287	57.73		12,660.47
Dec 20, 2021	CHECK NUMBER 2062	4,117.79		10,749.00
Dec 20, 2021	CHECK NUMBER 2001	592.60		14,135.99
Dec 20, 2021	CHECK NUMBER 2001	2,835.94		14,728.68
Dec 18, 2021	DEPOSIT NORTH SHORE BAN		11,000.00	17,304.02
Dec 17, 2021	CHECK NUMBER 2067	1,500.25		6,364.80
Dec 17, 2021	CHECK NUMBER 2000	2,835.94		11,167.07
Dec 17, 2021	OFFICE MA 1070 POS WEST ALLIS WI US 206853	287.59		14,303.81
Dec 15, 2021	CHECK NUMBER 2063	999.04		14,594.40
Dec 15, 2021	NOTICE OF CREDIT		36.00	14,817.04
Dec 15, 2021	DEPOSIT NORTH SHORE BAN		15,000.00	14,781.64
Dec 14, 2021	CONSECUTIVE DAYS OD FEE	5.00		216.36
Dec 14, 2021	CHECK NUMBER 2067 RETURNED		4,903.25	212.36
Dec 14, 2021	CHARGE TO RETURN CK 2007	98.00		-5,110.01
Dec 14, 2021	CHECK NUMBER 2067	4,903.25		-3,000.01
Dec 13, 2021	CONSECUTIVE DAYS OD FEE	5.00		-177.30
Dec 10, 2021	OVERDRAFT NSF CHG 2066	98.00		-172.30
Dec 10, 2021	CHECK NUMBER 2066	1,007.00		-136.36
Dec 10, 2021	CHECK NUMBER 2065 RETURNED		6,671.00	951.62
Dec 10, 2021	CHARGE TO RETURN CK 2065	36.00		1,720.25
Dec 10, 2021	CHECK NUMBER 2065	6,671.00		1,684.25
Dec 10, 2021	CHECK NUMBER 2064	1,411.59		987.63

2-7

Date	Description	Debit	Credit	Balance
Jan 19, 2022	FEDEX 00012005 POS MEMPHIS TN 011509	99.75		5,794.94
Jan 18, 2022	FEDEX OFFIC46600004663 POS BROOKFIELD WI 011508	8.75		5,894.69
Jan 18, 2022	WITHDRAWAL NORTH SHORE BAN	1,007.40		5,894.69
Jan 18, 2022	WITHDRAWAL NORTH SHORE BAN	2,006.77		7,780.54
Jan 18, 2022	WITHDRAWAL NORTH SHORE BAN	1,500.00		6,987.84
Jan 18, 2022	DEPOSIT NORTH SHORE BAN		1,500.00	8,487.84
Jan 17, 2022	TRUCK SA 2205 POS-BROOKFIELD WI US 142102	80.84		8,987.37
Jan 14, 2022	WITHDRAWAL NORTH SHORE BAN	1,440.00		8,147.52
Jan 14, 2022	WITHDRAWAL NORTH SHORE BAN	3,000.00		10,847.52
Jan 14, 2022	DEPOSIT NORTH SHORE BAN		3,000.00	13,847.52
Jan 13, 2022	CHECK NUMBER 2000	1,900.25		16,947.52
Jan 12, 2022	DOMESTIC WIRE TRANSFER	10,000.00		15,795.77
Jan 11, 2022	WITHDRAWAL NORTH SHORE BAN	7,000.00		25,795.77
Jan 11, 2022	WITHDRAWAL NORTH SHORE BAN	3,040.00		22,985.77
Jan 11, 2022	WITHDRAWAL NORTH SHORE BAN	6,500.00		38,985.77
Jan 11, 2022	WITHDRAWAL NORTH SHORE BAN	5,800.00		44,885.77
Jan 11, 2022	WITHDRAWAL NORTH SHORE BAN	5,000.00		19,885.77
Jan 11, 2022	DEPOSIT NORTH SHORE BAN		32,310.91	54,895.77
Jan 10, 2022	WALMART FAMILY MOBILE POS 877-440-9758 FL 010806	40.63		2,375.46
Jan 06, 2022	DROPBOX*KJ7NYN2VM2HZ POS DB.TT/CHELP DE 010404	75.00		2,416.09
Jan 04, 2022	NYTIMES*NYTIMES DISC POS 800-698-4637 NY 010202	4.00		2,491.09
Jan 03, 2022	THOMAS164 CORP PAY 220103 COD		1,210.25	2,105.80
Dec 20, 2021	WITHDRAWAL NORTH SHORE BAN	15,000.00		1,276.84
Dec 20, 2021	DEPOSIT NORTH SHORE BAN		15,326.98	16,276.84

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Date	Description	Debit	Credit	Balance
Dec 10, 2021	WALMART FAMILY MOBILE POS 877-440-9758 FL 120805	40.67		2,399.22
Dec 06, 2021	DROPBOX*L3H11M8H2MNV POS DB.TT/CCHELP DE 120403	60.00		2,439.89
Dec 03, 2021	CHECK NUMBER 2063	101.38		2,499.89
Dec 02, 2021	WITHDRAWAL NORTH SHORE BAN	12,500.00		2,661.27
Dec 02, 2021	WITHDRAWAL NORTH SHORE BAN	25,000.00		18,161.27

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Transaction Details

ZAKORY WADE NIEMIEROWICZ - Ending In 8331

ACCOUNT SUMMARY

Current Balance \$247.78	Pending Transactions \$0.00	Available Credit \$4,753.00
Last Statement Balance \$0.00	Statement Closing Date 02/15/2022	
Minimum Payment \$0.00	Payment Due Date 02/11/2022	

POSTED TRANSACTIONS

Start Date 11/03/21

End Date 02/01/22

TRANSACTION DATE	POST DATE	DESCRIPTION	AMOUNT
01/14/22	01/18/22	SPECTRUM 855-707-7328 MO	\$247.78
01/13/22	01/14/22	WISCONSINEYE WWW.WISEYE.OR WI	\$9.99
12/21/21	12/22/21	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$15.74
12/20/21	12/22/21	KWIK TRIP 65000006502 COTTAGE GROVE WI	\$51.99
12/20/21	12/22/21	LILYDALE LLC CHIPPEWA FLS WI	\$1.99
12/20/21	12/21/21	PARKING UTILITY SMART MADISON WI	\$3.65
12/20/21	12/21/21	MAZATLAN DELAFIELD WI	\$23.17
12/16/21	12/17/21	PRINTER WORLD LLC BROOKFIELD WI	\$110.25
12/16/21	12/17/21	BEST BUY 00000448 BROOKFIELD WI	\$2,736.48
12/15/21	12/17/21	OFFICEMAX/DEPOT 6175 WEST ALLIS WI	\$288.18
12/15/21	12/16/21	WAL-MART #5438 NEW BERLIN WI	\$98.57

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TRANSACTION DATE	POST DATE	DESCRIPTION	AMOUNT
12/13/21	12/14/21	Subway 24532 Brookfield WI	\$7.24
12/13/21	12/14/21	KEYMELOCKSMITHS.COM HTTPSKEY.ME NJ	\$68.52
12/13/21	12/14/21	WISCONSINEYE WWW.WISEYE.OR WI	\$9.99
12/13/21	12/14/21	USPS PO 5611400045 BROOKFIELD WI	\$0.73
12/13/21	12/13/21	EGG MALVATI'S BROOKFIELD BROOKFIELD WI	\$83.20
12/08/21	12/08/21	PANOS CHAR HOUSE BROOKFIELD WI	\$17.00
12/03/21	12/06/21	OFFICEMAX/DEPOT 6842 WAUWATOSA WI	\$174.34
12/01/21	12/02/21	HYATT REGENCY GREEN BA 9204321234 WI	\$225.18
11/24/21	11/26/21	MARTY'S PIZZA BROOKFIELD WI	\$32.40
11/17/21	11/19/21	HYATT REGENCY GREEN F& GREEN BAY WI	\$51.42
11/17/21	11/19/21	KWIK TRIP 15506801550 SHEBOYGAN WI	\$100.00
11/17/21	11/18/21	MCDONALD'S 511264 BROOKFIELD WI	\$4.19
11/13/21	11/15/21	WALMART FAMILY MOBILE 877-440-9758 FL	\$40.67
11/13/21	11/13/21	WISCONSINEYE WWW.WISEYE.OR WI	\$9.99
11/13/21	11/15/21	KWIK TRIP 24400002444 MENOMONEE FAL WI	\$3.87
11/13/21	11/15/21	KWIK TRIP 24400002444 MENOMONEE FAL WI	\$93.66
11/10/21	11/12/21	HI WAY HARRYS JOHNSON CREEK WI	\$111.29
11/10/21	11/12/21	KWIK TRIP 65000006502 COTTAGE GROVE WI	\$4.72
11/09/21	11/09/21	PRINTER WORLD LLC BROOKFIELD WI	\$103.60

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CARDHOLDER SUMMARY

MICHAEL J GABLEMAN Card ending in 0084
 New Charges \$2,615.01

ACCOUNT SUMMARY

Sale Date	Post Date	Description	Amount
Payments, Credits and Adjustments			
12/20		PAYMENT THANK YOU	-\$959.26
12/28		AUTOPAY 000000000041709RAUTOPAY AUTO-PMT	-\$84.44

**MICHAEL J GABLEMAN
 Standard Purchases**

12/08	12/08	COSTCO WHSE #1212 NEW BERLIN WI	\$141.69
12/11	12/11	KWIK TRIP 49900004994 NEW BERLIN WI	\$6.80
12/11	12/11	COSTCO GAS #1212 NEW BERLIN WI	\$55.64
12/12	12/12	KWIK TRIP 65000006502 COTTAGE GROVE WI	\$98.02
12/15	12/15	MENS HAIR HOUSE NEW BERLIN WI	\$35.50
12/17	12/17	Netflix.com 408-5403700 CA	\$18.89
12/18	12/18	LOU MALNATIS - BROOKFIELD BROOKFIELD WI	\$32.39
12/19	12/19	WALMART FAMILY MOBILE 877-440-9758 FL	\$30.57
12/21	12/21	PANOS CHAR HOUSE BROOKFIELD WI	\$52.85
12/21	12/21	CLARK 8399 MEQUON WI	\$75.00
12/21	12/21	KOPP'S ON BLUEMOUND BROOKFIELD WI	\$10.50
12/21	12/21	Amazon.com*Y09RP4943 Amzn.com/billWA	\$28.67
12/21	12/21	MARK W NIEFELDT MD LLC MEQUON WI	\$90.00
12/21	12/21	JILLY'S CAR WASH - ELM.G 262-784-5523 WI	\$35.65
12/22	12/22	MSFT * E0700H3TSM MSBILL.INFO WA	\$51.20
12/22	12/22	METRO MARKET #301 BROOKFIELD WI	\$32.46
12/24	12/24	WAL-MART #4677 MUSKEGO WI	\$77.48
12/24	12/24	Whitepages 800-9529005 WA	\$4.99
12/24	12/24	COSTCO WHSE #1212 NEW BERLIN WI	\$14.56
12/24	12/24	COSTCO WHSE #1212 NEW BERLIN WI	\$344.66
12/24	12/24	COSTCO WHSE #1212 NEW BERLIN WI	\$42.98
12/30	12/30	STATE BAR OF WISCONSIN 608-2506123 WI	\$999.00
12/31	12/31	WI DFI 3SB ONESTOP ANNUAL 608-2504606 WI	\$26.00
12/31	12/31	COSTCO GAS #1212 NEW BERLIN WI	\$70.47
01/01	01/01	Amazon Prime*RP6VU5PG3 Amzn.com/billWA	\$13.04
01/03		Costco Annual Membership Renewal 1-800-774-2678	
		COSTCO *ANNUAL RENEWAL 800-774-2678 WA	\$126.00

Fees Charged

TOTAL FEES FOR THIS PERIOD \$0.00

Interest Charged

TOTAL INTEREST FOR THIS PERIOD \$0.00

2022 totals year-to-date	
Total fees charged in 2022	\$0.00
Total interest charged in 2022	\$0.00



Total Costco Cash Rewards Balance:
\$44.95

Costco Cash Rewards Summary
 Costco Cash Rewards balance as of last statement +\$465.14
 Your 2021 credit card reward certificate amount -\$465.14
 Earned this period +\$44.95

Total Costco Cash Rewards Balance Year To Date: \$44.95

Costco Cash Rewards Earned This Period
 4% on eligible gas worldwide, including gas at Costco¹ +\$12.24
 3% on restaurants +\$2.88
 3% on eligible travel worldwide +\$0.00
 2% on Costco and Costco.com +\$15.39
 1% on all other purchases +\$14.44
Total Earned: \$44.95

» Visit citi.com/Costco for more information

¹ Up to \$7,000 per year in purchases, then 1% cash back

008402

Payes

AA 850

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Your payment

Credit Card (Visa ending 0418)	\$398.40
Total paid	\$398.40

Your purchase

ANDREW KLOSTER
AAAdvantage #: 685EBD6

New ticket	\$398.40
Ticket #: 0012317004989	
[\$330.23 + Taxes and fees \$68.17]	

Total	\$398.40
--------------	-----------------

Total cost (all passengers)	\$398.40
------------------------------------	-----------------

Bag information

Checked bags

DCA - MKE

Online*

1 st bag	2 nd bag
\$30.00	\$40.00

Airport

1 st bag	2 nd bag
\$30.00	\$40.00



Sheraton Milwaukee Brookfield Hotel

375 South Moorland Road
Brookfield, WI, US 53005
+1 (262) 364-1100

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Summary of Charges

Guest Information	KLOSTER/ANDREW 8618 FALLS RD POTOMAC, MD 208541724 US	Dates Of Stay	12/20/2021 - 12/21/2021
		Room Number	239
		Guest Number	1361927W1
		Member Number	*****051
		Group Number	1361927

Date	Description	Reference	Charges	Credits
12/20/2021	ROOM CHRG - WEEKEND RETAIL/SFBT239		105.00	
12/20/2021	STATE TAX	RT239	5.25	
12/20/2021	OCCUPANCY/TOURISM	RT239	11.03	
12/21/2021	VISA-0418	VI		121.28
Total Charges			121.28	
Total Balance				0.00 USD

Important Information

Authenticity Of Hotel Bills

Marriott retains official records of all charges and credits to your account and will honor only these records.

Privacy

Your privacy is important to us. For full details please view our [Privacy Statement](#).

Credit of Marriott Bonvoy Points

Marriott retains official records of all charges and credits to your account and will honor only these records.

Questions about your bill? Please contact your hotel directly at +1 (262) 364-1100

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Milwaukee Brookfield Hotel
2500 Highland Road
Milwaukee, WI 53005
United States Of America
Tel: 262-364-1100 Fax: 262-786-0843



ANDREW KLOSTER

Page Number : 1
Guest Number : 1353407
Folio ID : A
Arrive Date : 20-JAN-22
Depart Date : 22-JAN-22
No. Of Guest : 1
Room Number : 238
Marnoll Bonvoy Number : 7051

Invoice Nbr : 324295

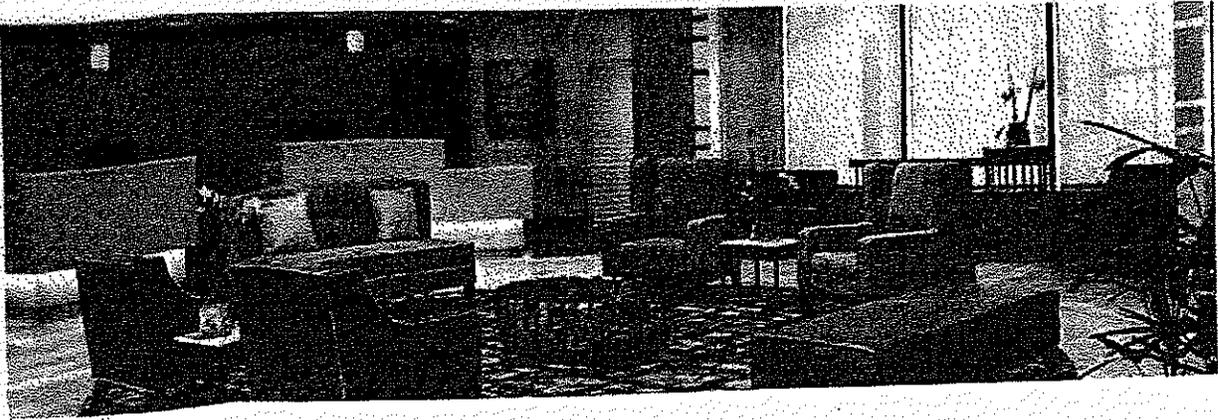
Tax ID : 20-8135606
Milwaukee Broo MKESI JAN-22-2022 05:17 PBRQW416

Date	Reference	Description	Charges (USD)	Credits (USD)
20-JAN-22	DEPOSIT	Deposit-VI-418		-250.17
20-JAN-22	RT238	Room Chrg - Advance Purchase	103.55	
20-JAN-22	RT238	State Tax	5.18	
20-JAN-22	RT238	Occupancy/Tourism	10.87	
21-JAN-22	market	Market Place	6.00	
21-JAN-22	RT238	Room Chrg - Advance Purchase	113.05	
21-JAN-22	RT238	State Tax	5.65	
21-JAN-22	RT238	Occupancy/Tourism	11.87	
22-JAN-22	VI	Visa-5227		-6.00

Approve EMV Receipt for VI - 5227: Signature Captured
IAD:06010A03600000 TVR:8000008000 AID:A0000000031010
AID:A0000000031010 Application Label:VISA CREDIT
TSI:6800 ARC:00 CHIP

** Total : 256.17
*** Balance : 0.00

Continued on the next page



Check-In: Wednesday, December 8, 2021 03:00 PM

Check-Out: Friday, December 10, 2021 11:00 AM

Number of rooms 1 Room

Guests per room 1 Adult

Guarantee Method Credit Card Guarantee, Visa

Total for Stay (all rooms) 242.55 USD

Room 1

Room Type > 1 King Bed, Traditional Guest Room

UPGRADE ROOM >

Guaranteed Requests:

None

34

ALL REQUESTS >

Modify or Cancel Reservation

Total duration

2h 5m

Traveler(s)

ANDREW KLOSTER

American AAdvantage 685EBD6

Known Traveler Number 983815168

Update traveler details and make special requests. Please confirm all requests with your airline.

Price summary

Flight 1: DCA to MKE

Traveler 1: Adult	\$194.10	35
Flight	\$160.00	
Taxes & Fees	\$34.10	

Flight 2: MKE to IAD

Traveler 1: Adult	\$197.60
Flight	\$170.23
Taxes & Fees	\$27.37

Total due today \$391.70 and 0 pts

Trip total: \$391.70

All prices are quoted in USD.

Rules and Restrictions

Flight 1: DCA to MKE

Additional fees

The airline may charge additional fees for checked baggage or other optional services

- Additional fees for your flight to Milwaukee

Airline rules and restrictions



3-6

Andrew Kloster <arkloster@gmail.com>

Fwd: Your friday morning trip with Uber

Andrew Kloster <besidesthepoint@yahoo.com>
To: "arkloster@gmail.com" <arkloster@gmail.com>

Mon, Jan 31, 2022 at 10:01 PM

Sent from my iPhone

Begin forwarded message:

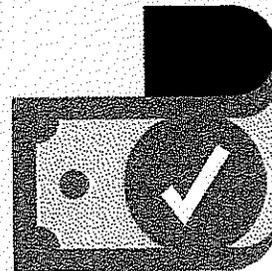
From: Uber Receipts <noreply@uber.com>
Date: December 10, 2021 at 11:20:53 AM EST
To: besidesthepoint@yahoo.com
Subject: Your friday morning trip with Uber

Uber

Total \$9.51
December 10, 2021

Thanks for tipping,
Andrew

Here's your updated Friday
morning ride receipt.



Total

\$9.51

👉 You earned 17 points on this trip

Trip fare

\$6.92



3-7

Andrew Kloster <arkloster@gmail.com>

Fwd: Your friday afternoon trip with Uber

Andrew Kloster <besidesthepoint@yahoo.com>
To: "arkloster@gmail.com" <arkloster@gmail.com>

Mon, Jan 31, 2022 at 10:01 PM

Sent from my iPhone

Begin forwarded message:

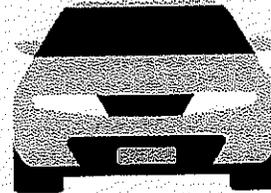
From: Uber Receipts <noreply@uber.com>
Date: December 10, 2021 at 5:13:31 PM EST
To: besidesthepoint@yahoo.com
Subject: Your friday afternoon trip with Uber

Uber

Total \$35.59
December 10, 2021

Thanks for riding, Andrew

We're glad to have you as an Uber
Rewards Gold Member.



Total

\$35.59

You earned 71 points on this trip

Trip fare

\$31.60

Subtotal

\$31.60



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Andrew Kloster <arkloster@gmail.com>

Fwd: Your Thursday morning trip with Uber

Andrew Kloster <besidesthepoint@yahoo.com>
To: "arkloster@gmail.com" <arkloster@gmail.com>

Mon, Jan 31, 2022 at 10:04 PM

Sent from my iPhone

Begin forwarded message:

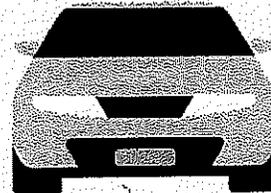
From: Uber Receipts <noreply@uber.com>
Date: January 20, 2022 at 6:09:51 PM EST
To: besidesthepoint@yahoo.com
Subject: Your Thursday morning trip with Uber

Uber

Total \$17.11
January 20, 2022

Thanks for riding, Andrew

We're glad to have you as an Uber
Rewards Gold Member.



Total

\$17.11

👉 You earned 34 points on this trip

Trip fare

\$9.55

Subtotal

\$9.55



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Andrew Kloster <arkloster@gmail.com>

Fwd: Your Wednesday afternoon trip with Uber

Andrew Kloster <besidesthepoint@yahoo.com>
To: "arkloster@gmail.com" <arkloster@gmail.com>

Mon, Jan 31, 2022 at 10:01 PM

Sent from my iPhone

Begin forwarded message:

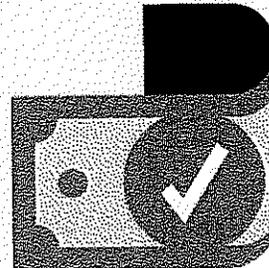
From: Uber Receipts <noreply@uber.com>
Date: January 19, 2022 at 5:45:56 PM EST
To: besidesthepoint@yahoo.com
Subject: Your Wednesday afternoon trip with Uber

Uber

Total \$35.93
January 19, 2022

Thanks for tipping,
Andrew

Here's your updated Wednesday
afternoon ride receipt.



Total

\$35.93

➔ You earned 61 points on this trip

Trip fare

\$26.48

3-10

Thanks for tipping, Andrew

We hope you enjoyed your ride this evening.

Total \$48.07

Trip fare \$33.79

Subtotal \$33.79

Booking Fee \$5.03

IAD Airport Surcharge \$5.00

Montgomery County Surcharge \$0.25

Tips \$4.00

Amount Charged \$48.07

VISA **** 0418

Receipt ID # 76957919-db02-4952-9938-ddea1d9c77bf

Trip ID: 76957919-db02-4952-9938-ddea1d9c77bf

Visit the trip page for more information, including invoices (where available)

You rode with Neteraru

Issued on behalf of Neteraru

UberX 21.65 miles | 32 min

3:10 PM | 8618 Falls Rd, Potomac, MD 20854, US

3:43 PM | Dulles, VA 20166, USA

Fare does not include fees that may be charged by your bank. Please contact your bank directly for inquiries.



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Andrew Kloster <arkloster@gmail.com>

Fwd: Your Wednesday evening trip with Uber

Andrew Kloster <besidesthepoint@yahoo.com>
To: "arkloster@gmail.com" <arkloster@gmail.com>

Mon, Jan 31, 2022 at 10:02 PM

Sent from my iPhone

Begin forwarded message:

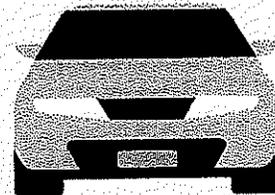
From: Uber Receipts <noreply@uber.com>
Date: December 9, 2021 at 4:46:03 AM EST
To: besidesthepoint@yahoo.com
Subject: Your Wednesday evening trip with Uber

Uber

Total \$44.86
December 8, 2021

Thanks for riding, Andrew

We're glad to have you as an Uber
Rewards Gold Member.



Total

\$44.86

*You earned 89 points on this trip

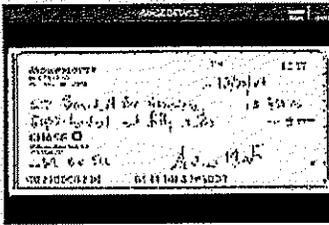
Trip fare

\$35.54

Subtotal

\$35.54

3-12



\$850.00 check to cover

WI Bar Application
for Andrew Kloster

For Zak's Use only

Mike =

Clint =

ZAK = 416.64

Ron = 865.31

AK = 2,563.17

Authorizations

Next >

4-1

Posting Date ▼ Description ▲ Amount ▲ R

actions

12/18/21	CRICUT WWW.CRICUT.COUT #2449215B0JHQTD8GE	\$10.49
12/18/21	Dropbox*535SKJW5KZ92 db.tt/cchelp DE #2444346B03ZBS7RGB	\$119.88
12/18/21	Ariat International, Inc.877-7027428 CA #2420429B00A3X67X2	\$148.35
12/18/21	DOUBLETREE MILWAUKEE BRO BROOKFIELD WI #2405523B011H188WD	\$114.35
12/17/21	MCDONALD'S F22982 WATERTOWN WI #2442733AZLYTHNBMO	\$17.18
12/17/21	EXXONMOBIL 99790636 COLGATE WI #2416405B0B019D9AB	\$57.68
12/16/21	DOUBLETREE BROOKFIELD BROOKFIELD WI #2476501AZ60XX9HEM	\$12.99
12/16/21	AMZN Mktp US*009YN6MH3 Amzn.com/billWA #2469216AY2XM9G44Q	\$29.44
12/15/21	JORNS CHEVROLET OF KEW KEWAUNEE WI #2469216AY2XBE5ODA	\$67.17



E.KASEMODEL
 200 E. Verona Ave.
 Box 76, Verona, WI 53593 United States
 kzmon@protonmail.com | 608-729-9884

5-1

Invoice #202042

Issue date
 Jan 27, 2022

Data Research/Analysis : Elder Care Facilities

For services 12/20/2021 thru 01/20/2021

Bill To

Mike Gableman
 Wisconsin Special Counsel
 Coms@wispecialcounsel.com
 155 S. Executive Drive
 Suite 212
 Brookfield, WI, WI

Invoice Details

PDF created January 27, 2022
 \$4,245.00
 Date of service January 20, 2022

Payment

Due February 3, 2022
 \$4,245.00

Item	Quantity	Price	Amount
Database load/setup and table prep	24	\$40.00	\$960.00
Individual Elder Care Facility report structure and data entry	42	\$40.00	\$1,680.00
Elder Care Facility Reports	107	\$15.00	\$1,605.00
Subtotal			\$4,245.00
Total Due			\$4,245.00



Pay online

To pay your invoice go to <https://gosq.me/u/eHNmLWQg>
 Or open your camera on your mobile device, and place the code on the left within the camera's view.

OFFICE LEASE

BUILDING AND ADDRESS:

Executive Center I Building
155 S Executive Drive
Brookfield, Wisconsin 53005

LANDLORD AND ADDRESS:

Executive Center I LP
150 N Sunnyslope Road Suite 240
Brookfield, Wisconsin 53005

TENANT AND ADDRESS:

Consultare LLC
155 South Executive Drive Suite 212 & 110 A
Brookfield, WI 53005

DEMISED PREMISES: An area of 2697 rentable square feet on the second floor and 869 rentable square feet on the first floor.

PARKING: Tenant shall have use of the adjoining parking lot for its employees and invitees. Tenant shall comply with all reasonable rules or regulations which Landlord shall prescribe with respect to said parking.

DATE OF LEASE: September 13, 2021

1. **LEASE OF PREMISES; BASE RENT.** Landlord hereby leases to Tenant and Tenant accepts the Demised Premises for the Lease Term, unless sooner terminated as provided herein, to be occupied and used by Tenant as general offices subject to the agreements herein contained. Tenant shall pay the Annual Base Rent of \$ 58,839.00 to the Landlord in equal monthly installments of \$4,903.25 at its address set forth above in advance on or before the 1st day of each month of the Lease Term. All such Rent shall be paid without any set-off, counterclaim or deduction whatsoever.

2. **ADJUSTMENTS TO BASE RENT** Intentionally Deleted

3. **TERM.** The Lease Term shall be for a period of one (1) year commencing on October 1, 2021, and ending at midnight on September 30, 2022, (the "Initial Term").

4. **SERVICES.** The Landlord, as long as this Lease is in effect, shall furnish:

(a) Heating and air conditioning daily on a 24 hour basis to such temperatures as are customary in office buildings in Brookfield, Wisconsin.

(b) Electricity for standard building lighting fixtures provided by Landlord and for incidental uses for standard office equipment.

(c) Water in common with other tenants or used for business purposes. Tenant shall not waste or permit the waste of water.

(d) Janitor service and customary cleaning in and about the Demised Premises after 5:00 P. M. Monday through Friday. Tenant shall not provide any janitor services or cleaning without the Landlord's written consent and then only subject to supervision by Landlord and at Tenant's sole responsibility, and by janitor or cleaning contractor or employees at all times satisfactory to Landlord. Customary cleaning services shall be deemed to be the janitorial and cleaning services presently provided to the Demised Premises.

(e) Tenant shall make no alteration or additions to the electric equipment and/or appliances without the prior written consent of the Landlord in each instance. Landlord will supply and install, at Tenant's expense, all lamps, bulbs, ballast and starters used in the Demised Premises after

Sublease Agreement

This Sublease is made and entered into by and between CONSULTARE LLC (hereinafter "Sublessor") and THOMAS MORE SOCIETY (hereinafter "Sublessee").

Recitations

0.1 Whereas, Sublessee desires to sub-lease office space from Sublessor at the offices located at 155 S. Executive Drive Suites 212 & 110A, located in Brookfield, Wisconsin.

0.2 Whereas, Sublessor has agreed to sublease 886 rentable square feet of space to Sublessee commencing October 1, 2021 through the Lease termination date of September 30, 2022.

0.3 Whereas, Sublessor and Sublessee desire to accommodate the sub-lease in accordance with the agreement below.

Agreement

Now, therefore, in consideration of the above Recitations and the promises and agreements hereinafter contained, it is agreed between Sublessor and Sublessee that:

1.1 Term. Sublessee agrees to sub-lease the 886 rentable square feet of space, shown on the attached Exhibit A as "TMS" and the common area spaces, for a period of One (1) Year, commencing October 1, 2021 and ending at midnight on September 30, 2022.

1.2 Base Rent. Sublessee will pay to Sublessor the Base Rent of \$1218.25 per month. Rent shall be paid to Sublessor on or before the first day of each month of the term. Sublessor and Sublessee acknowledge and agree, and with its consent below, the Landlord acknowledges and agrees, that Sublessee's payment of Base Rent hereunder is Sublessee's only rental obligation with respect to its use and possession of the subleased premise and such payment of Base Rent includes Sublessee's share of real property taxes, insurance, utilities, building operation expenses and other services provided by Landlord under the Lease

1.3 Agreement. Sublessee agrees to abide by all terms, rules and regulations as set forth in Landlord's original Lease Agreement which is attached hereto and made part of this agreement. With respect to the subleased premises, Sublessee shall have all rights and obligations as Tenant has to the Demised Premises under said original Lease Agreement.

1.4 Improvements. None.

1.5 Warrant of Authority. Each party warrants and represents to the other that they have the power and authority to enter into and perform all their obligations under this Sub-lease and that such party has performed all acts and obtained all approvals necessary to make this Sub-lease a valid, binding legal obligation and each person who executes this Sub-lease in a representative capacity on behalf of either party individually warrants that (s)he is duly authorized to do so.

In witness whereof, this Sub-lease is duly executed and delivered as of the date specified below.

BY: [Signature] Date: 9/27/21
Sublessor: Michael Gablemen for Consultare LLC

BY: [Signature] Date: 9/23/2021
Sublessee: Andrew Bath for Thomas More Society

Landlord Consent: [Signature]
John Hoffman, Managing Partner

Sublease Agreement

This Sublease is made and entered into by and between CONSULTARE LLC (hereinafter "Sublessor") and MOHRMAN, KAARDAL & ERICKSON, P.A. (hereinafter "Sublessee").

Recitations

0.1 Whereas, Sublessee desires to sub-lease office space from Sublessor at the offices located at 155 S. Executive Drive Suites 212 & 110A, located in Brookfield, Wisconsin.

0.2 Whereas, Sublessor has agreed to sublease 1272 rentable square feet of space to Sublessee commencing October 1, 2021 through the Lease termination date of September 30, 2022.

0.3 Whereas, Sublessor and Sublessee desire to accommodate the sub-lease in accordance with the agreement below.

Agreement

Now, therefore, in consideration of the above Recitations and the promises and agreements hereinafter contained, it is agreed between Sublessor and Sublessee that:

1.1 Term. Sublessee agrees to sub-lease the 1272 rentable square feet of space for a period of One (1) Year, commencing October 1, 2021 and ending at midnight on September 30, 2022.

1.2 Base Rent. Sublessee will pay to Sublessor the Base Rent of \$1749 .00 per month. Rent shall be paid to Sublessor on or before the first day of each month of the term.

1.3 Agreement. Sublessee agrees to abide by all terms, rules and regulations as set forth in Landlord's original Lease Agreement which is attached hereto and made part of this agreement.

1.4 Improvements. None.

1.5 Warrant of Authority. Each party warrants and represents to the other that they have the power and authority to enter into and perform all their obligations under this Sub-lease and that such party has performed all acts and obtained all approvals necessary to make this Sub-lease a valid, binding legal obligation and each person who executes this Sub-lease in a representative capacity on behalf of either party individually warrants that (s)he is duly authorized to do so.

In witness whereof, this Sub-lease is duly executed and delivered as of the date specified below.

DocuSigned by:
BY: [Signature] Date: 9/22/2021
Sublessor: Michael Gablemen for Consultare LLC

DocuSigned by:
BY: William Mohrman Date: 9/21/2021
Sublessee: William Mohrman for Mohrman, Kaardal & Erickson, P.A.

DocuSigned by:
Landlord Consent: Jack Hoffman 9/22/2021
John Hoffman, Managing Partner

Milage

(Round Trip)

Mike Gableman Brookfield Office → Gen Mitchell (x5) = 120
 Office → Madison (x4) = 512
 Office → Green Bay (x3) = 768
 Office → Chippewa falls = 418

1,818 Miles
 x .56 = \$1,018.08

Ron Hever

Brookfield → Kewaunee 141
 Brookfield → Madison → Kewaunee 226
 Kewaunee → Shawano → Bondel → Kewaunee 167
 Green Bay → Okouchee → Green Bay 242
 Kewaunee → Kenosha → Brookfield → Okouchee 245
 Brookfield → Hales Corner → Colgate → Waunakee 320

1341
 \$750.96

Andrew Kloster

Schaumburg → Brookfield - schauburg 200 (x.56)
 \$112

Zakory Niemierowicz

Deer Park → Madison → Milwaukee 204
 Brookfield → Green Bay → Brookfield 212
 Brookfield → Madison (x2) → Brookfield (x2) 256
 Brookfield → Gen Mitchell → Brookfield (x3) 72

744 (x.56)

\$416.64

Total Milage = \$1,018.08 + 750.96 + \$112 + \$416.64

\$2,297.68

WI-REP-22-0109, 22-0212-A-000098

Hale, Janine

From: Blazel, Ted
Sent: Tuesday, February 15, 2022 11:02 AM
To: Hale, Janine
Subject: FW: Mileage dates

Janine,

Here are the dates for mileage claims.

Ted

Ted Blazel
Assembly Chief Clerk
Wisconsin State Assembly

From: Coms <Coms@wispecialcounsel.org>
Sent: Tuesday, February 15, 2022 10:20 AM
To: Blazel, Ted <Ted.Blazel@legis.wisconsin.gov>
Subject: Mileage dates

Good Morning Ted,

You have asked me for dates for each milage claimed on our reimbursemnt. Some of the shorter trips like to and from the airport I do not have exact dates for, but they would match with incoming and outgoing flights for our lawyers.

Zakory (Deer Park - Madison - Milwaukee) Monday December 20th for meeting with Ted

Zakory (Brookfield to Green Bay) December 2nd

Zakory (Brookfield to Madison) Dates not certain, once in December, once in January, Estimates: December 8th, January 4th

Andrew Kloster (Schaumburg - Milwaukee) December 20-21

Ron Heuer (Brookfield - Kewaunee) December 1st

Ron Heuer (Brookfield - Madison - Kewaunee) December 6th

Ron Heuer (Kewaunee-Shawno-Bonduel-Kewaunee) December 9th

Ron Heuer (Green Bay - Okouchee - Green Bay) December 13th

Ron Heuer (Kewaunee- Kenosha- Brookfield - Okouchee) December 17th

Ron Heuer (Brookfield- Hales Corner- Colgate- Waunakee- Kewaunee) December 18th

Mike Gableman (Brookfield - Chippewa Falls) December 20th

Mike Gableman Trips (Brookfield - Green Bay): December 1nd, December 17th, January 26th

Mike Gableman trips (Brookfield - Madison) December 13th, January 14th, January 24th (1 unknown estimate December 28th)

Very Respectfully,

Zakory Niemierowicz
WI Special Counsel

Please be aware any communications sent to and from Wispecialcounsel.org email domains may be subject for review in response to Wisconsin open records statutes.

Invoice

Page: 1 of 1
 Run Date: 2022-02-24
 Run Time: 11:15:34

Consultare LLC
Michael Gableman

Business Unit: 76502
 Voucher Number: 00006485
 Voucher Style: SGLP
 Supplier: SINGLEPAY
 Supplier Location: 1
 Single Payment Supplier
 SINGLEPAY-001

Invoice Number: Feb'22 election contract
 Invoice Date: 2022-02-24
 Miscellaneous: 0
 Freight: 0
 VAT: 0

Payment Terms: 00
 Control Group:
 Related Voucher Number:
 Lease Number:

Currency: USD
 Use Tax: 0
 VAT Not on Invoice: 0

CHK# 1002368362 2-25-22

Invoice Total: 11000

Voucher Line Information									
Line	Item	Description	Quantity	Unit Price	Unit Of Measure	Amount	Distribution Information		
1		Election contract Feb'22	0	0		11000	<u>Distrib #</u>	<u>Account</u>	<u>Amount</u>
							1	7740000	11000

Invoice

Page: 1 of 1
 Run Date: 2022-03-02
 Run Time: 14:12:14

Business Unit: 76502
 Voucher Number: 00006503
 Voucher Style: REG
 Supplier: 0000008061
 Supplier Location: MAIN
 Bopp Law Firm, The
 BOPP LAW F-001
 1 South 6th Street

Invoice Number: WISpecCounsel legal fees
 Invoice Date: 2022-03-02
 Miscellaneous: 0
 Freight: 0
 VAT: 0

Payment Terms: Terre Haute, IN 47807-3510
 Control Group: 00
 Related Voucher Number:
 Lease Number:

Currency: USD
 Use Tax: 0
 VAT Not on Invoice: 0

CHK#1002372587

3-3-22

Invoice Total: 999

Voucher Line Information							Distribution Information		
Line	Item	Description	Quantity	Unit Price	Unit Of Measure	Amount	Distrib #	Account	Amount
1		AmOversightv sWISpecCoun Dec'21	0	0		999	1	7775000	999

JAMES BOPP, JR.
jboppjr@aol.com

THE BOPP LAW FIRM, PC
ATTORNEYS AT LAW

THE NATIONAL BUILDING
1 South Sixth Street
TERRE HAUTE, INDIANA 47807-3510
Telephone 812/232-2434 Facsimile 812/235-3685
www.bopplaw.com

2/23/22

All invoices appear
reasonable & necessary
U.I.

INVOICE
February 8, 2022

Michael Gableman
Special Counsel to the Wisconsin Assembly Committee on
Campaigns and Elections
P O Box 510766
New Berlin, WI 53151

In Reference To: Legal Representation of Special Counsel Mike Gableman in American
Oversight v. Assembly Office of Special Counsel

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
12/23/2021	JB Review email and pleading regarding suit	0.60 450.00/hr	270.00
	JB E-mail exchange with Mike Dean regarding local counsel	0.30 450.00/hr	135.00
	JB Phone conference with Mike Gableman regarding representation in suit	0.30 450.00/hr	135.00
	JB E-mail exchange with Courtney E. Milbank and Mike Dean regarding retainer agreement	0.30 450.00/hr	NO CHARGE

			<u>Hrs/Rate</u>	<u>Amount</u>
12/27/2021	JB	Research Chapter 19	0.70 450.00/hr	315.00
12/28/2021	JB	Review draft retainer agreement; forward to client	0.50 450.00/hr	NO CHARGE
	CEM	Review writ of mandamus and docket	0.30 240.00/hr	72.00
	CEM	Draft retainer and send to James Bopp, Jr.	0.50 240.00/hr	NO CHARGE
	CEM	Conference with Mike Gableman regarding petition	0.20 240.00/hr	48.00
12/30/2021	CEM	E-mails regarding other records requests cases	0.10 240.00/hr	24.00
For professional services rendered			3.80	\$999.00
Balance due				\$999.00

Attorney Summary

<u>Name</u>	<u>Hrs/Rate</u>	<u>Rate</u>	<u>Amount</u>
Courtney E. Milbank	0.60	240.00	\$144.00
Courtney E. Milbank	0.50	0.00	\$0.00
James Bopp, Jr.	1.90	450.00	\$855.00
James Bopp, Jr.	0.80	0.00	\$0.00

Invoice

Page: 1 of 1
 Run Date: 2022-03-02
 Run Time: 13:58:47

Business Unit: 76502
Voucher Number: 00006502
Voucher Style: REG
Supplier: 0000008061
Supplier Location: MAIN
 Bopp Law Firm, The
 BOPP LAW F-001
 1 South 6th Street
 Terre Haute, IN 47807-3510
Payment Terms: 00
Control Group:
Related Voucher Number:
Lease Number:

Invoice Number: WI Special Counsel legal fees
Invoice Date: 2022-03-02
Miscellaneous: 0
Freight: 0
VAT: 0

Currency: USD
Use Tax: 0
VAT Not on Invoice: 0

Chk# 1002372586

3-3-22

Invoice Total: 123585.51

Voucher Line Information									
<u>Line</u>	<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Unit Of Measure</u>	<u>Amount</u>	<u>Distribution Information</u>		
1		WISpecCoun WEC vs WAssm <i>Oct-Dec'21</i>	0	0		123585.51	<u>Distrib #</u>	<u>Account</u>	<u>Amount</u>
							1	7775000	123585.5 1

JAMES BOPP, JR.
jboppjr@aol.com

THE BOPP LAW FIRM, PC
ATTORNEYS AT LAW

THE NATIONAL BUILDING
1 South Sixth Street
TERRE HAUTE, INDIANA 47807-3510
Telephone 812/232-2434 Facsimile 812/235-3685
www.bopplaw.com

INVOICE
November 29, 2021

Michael Gableman
Special Counsel to the Wisconsin Assembly Committee on
Campaigns and Elections
P O Box 510766
New Berlin, WI 53151

In Reference To: Legal Representation of Special Counsel Mike Gableman in WEC v. Wisconsin
State Assembly

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
10/23/2021	JB E-mails with Courtney E. Milbank; review case documents; multiple phone conferences with Courtney E. Milbank regarding case	1.80 450.00/hr	810.00
	CEM Multiple conferences and emails with James Bopp, Jr. regarding new legal issue with Wisconsin election investigation	0.40 240.00/hr	96.00
	CEM Review complaint, TRO Motion	0.50 240.00/hr	120.00

			<u>Hrs/Rate</u>	<u>Amount</u>
10/23/2021	CEM	Computer assisted legal research statutes and cases from complaint and TRO	1.00 240.00/hr	240.00
	CEM	Review rules on PHV	0.50 240.00/hr	NO CHARGE
	CEM	Draft retainer agreement; send to James Bopp, Jr.	0.50 240.00/hr	NO CHARGE
	JB	Phone conference with Wisconsin counsel Steve Fawcett	0.50 450.00/hr	225.00
	JB	Phone conference with Mike Gableman	0.50 450.00/hr	225.00
	JB	Review retainer agreement	0.30 450.00/hr	NO CHARGE
10/24/2021	JB	Phone conference with client and potential local counsel	0.50 450.00/hr	225.00
	JB	Phone conference with Mike Dean	0.50 450.00/hr	225.00
	JB	Phone conference with Mike Dean and client	0.50 450.00/hr	225.00
10/25/2021	CEM	Review two emails from Mike Dean regarding update and strategy	0.20 240.00/hr	48.00
	CEM	Update retainer agreement, per James Bopp, Jr.'s request	0.20 240.00/hr	NO CHARGE
	CEM	E-mails regarding conference call today; send out call in information	0.20 240.00/hr	NO CHARGE
	CEM	E-mails with local counsel regarding PHV	0.20 240.00/hr	NO CHARGE

			<u>Hrs/Rate</u>	<u>Amount</u>
10/25/2021	CEM	Conference with James Bopp, Jr., Mike Gableman, and Mike Dean regarding hearing	1.00 240.00/hr	240.00
	CEM	E-mail from local counsel regarding file stamped pleadings; save to public	0.10 240.00/hr	NO CHARGE
	JB	Review email, court order regarding hearing; phone conference with Mike Dean, Mike Gableman, Courtney E. Milbank regarding hearing	1.10 450.00/hr	495.00
10/26/2021	CEM	E-mail to James Bopp, Jr. regarding briefing schedule; calendar the same	0.20 240.00/hr	NO CHARGE
	CEM	E-mail to Mike Dean, Mike Gableman, and James Bopp, Jr. regarding proposed conference call	0.10 240.00/hr	NO CHARGE
	CEM	Phone call to James Bopp, Jr. regarding pro hac vice's	0.10 240.00/hr	NO CHARGE
	JB	E-mail from Courtney E. Milbank regarding briefing schedule; calendar the same	0.20 450.00/hr	NO CHARGE
	JB	Phone call from Courtney E. Milbank regarding pro hac vice's	0.10 450.00/hr	NO CHARGE
10/27/2021	CEM	E-mails regarding time for conference and needs for counsel for Janel	0.20 240.00/hr	NO CHARGE
	CEM	Set up call; send out call-in information	0.10 240.00/hr	NO CHARGE
	CEM	Conference with James Bopp, Jr., Mike Gableman, and Mike Dean	1.00 240.00/hr	240.00
	JB	Review Gableman accounting documents	1.10 450.00/hr	495.00

		<u>Hrs/Rate</u>	<u>Amount</u>
10/27/2021	JB Phone conference with client, Mike Dean and Courtney E. Milbank regarding next steps	1.00 450.00/hr	450.00
10/28/2021	CEM E-mails regarding joint defense agreement	0.10 240.00/hr	24.00
	CEM E-mails regarding Racine County press conference; watch some of press conference	0.20 240.00/hr	NO CHARGE
	JB Review various emails	0.40 450.00/hr	180.00
	JB Review Mike Dean Strategy Memo	0.60 450.00/hr	270.00
	JB E-mail exchange regarding other counsel and defendants	0.40 450.00/hr	NO CHARGE
10/29/2021	CEM Phone call to Mike Dean regarding case status and needs	0.10 240.00/hr	24.00
For professional services rendered		16.40	\$4,857.00
Additional charges:			
		<u>Qty/Price</u>	
10/23/2021	Cost advanced for WestLaw computer assisted legal research--research cases and statutes cited in complaint and Temporary Restraining Order	30 \$3.00	90.00
Total costs			<u>\$90.00</u>
Total amount of this bill			<u>\$4,947.00</u>
Balance due			<u><u>\$4,947.00</u></u>

Attorney Summary

<u>Name</u>	<u>Hrs/Rate</u>	<u>Rate</u>	<u>Amount</u>
Courtney E. Milbank	4.30	240.00	\$1,032.00
Courtney E. Milbank	2.60	0.00	\$0.00
James Bopp, Jr.	8.50	450.00	\$3,825.00
James Bopp, Jr.	1.00	0.00	\$0.00

JAMES BOPP, JR.
jboppjr@aol.com

THE BOPP LAW FIRM, PC
ATTORNEYS AT LAW

THE NATIONAL BUILDING
1 South Sixth Street
TERRE HAUTE, INDIANA 47807-3510
Telephone 812/232-2434 Facsimile 812/235-3685
www.bopplaw.com

INVOICE
January 7, 2022

Michael Gableman
Special Counsel to the Wisconsin Assembly Committee on
Campaigns and Elections
P O Box 510766
New Berlin, WI 53151

In Reference To: Legal Representation of Special Counsel Mike Gableman in WEC v. Wisconsin
State Assembly

Professional Services

			<u>Hrs/Rate</u>	<u>Amount</u>
11/1/2021	CEM	Conference with James Bopp, Jr. regarding case status and needs	0.20 240.00/hr	48.00
	CEM	Phone call with Michael Massie regarding case status and needs	0.10 240.00/hr	24.00
	CEM	E-mail from James Bopp, Jr. regarding retainer	0.10 240.00/hr	NO CHARGE
	JB	Phone conference with Mike Dean	0.50 450.00/hr	225.00

		<u>Hrs/Rate</u>	<u>Amount</u>	
11/1/2021	JB	Conference with Courtney E. Milbank regarding case status and needs	0.20 450.00/hr	90.00
	MM	Phone call with Courtney E. Milbank regarding case status and needs	0.10 150.00/hr	15.00
	JB	E-mail to Courtney E. Milbank regarding retainer	0.10 450.00/hr	NO CHARGE
	MM	Phone call with Courtney E. Milbank regarding case status and needs	0.10 150.00/hr	15.00
11/2/2021	MM	Phone conference with Courtney E. Milbank to discuss case, work assignment, and projects	0.40 150.00/hr	60.00
	MM	Research local rules	0.40 150.00/hr	60.00
	CEM	Review strategy memo from Mike Dean	0.30 240.00/hr	72.00
	CEM	Conference with Michael Massie regarding assignment and project	0.40 240.00/hr	96.00
	JB	Phone conference with client regarding retainer agreement	0.30 450.00/hr	NO CHARGE
	JB	Phone conference with Steve of Wisconsin Speaker Office regarding retainer agreement	0.30 450.00/hr	NO CHARGE
	JB	Phone conference with client regarding next steps	0.40 450.00/hr	180.00
11/3/2021	MM	Review Complaint	0.20 150.00/hr	30.00
	JB	Phone conference with client regarding retainer	0.30 450.00/hr	NO CHARGE

		<u>Hrs/Rate</u>	<u>Amount</u>
11/4/2021	CEM E-mails regarding retainer	0.30 240.00/hr	NO CHARGE
	CEM Update retainer; send to James Bopp, Jr.	0.30 240.00/hr	NO CHARGE
	CEM Set up and send out call-in information for tomorrow with other counsel	0.20 240.00/hr	48.00
	CEM E-mail to Mike Dean regarding local counsel agreement	0.10 240.00/hr	NO CHARGE
	MM Review Complaint	1.10 150.00/hr	165.00
	MM Review TRO	0.90 150.00/hr	135.00
	MM Review complaint and TRO, take notes	0.90 150.00/hr	135.00
	MM Review statutes	0.60 150.00/hr	90.00
	MM Review case law	1.00 150.00/hr	150.00
	MM Review case law	1.80 150.00/hr	270.00
	MM Review case law, take notes	0.30 150.00/hr	45.00
	JB Review draft retainer agreement	0.30 450.00/hr	NO CHARGE
	JB E-mail exchange with Mike Dean regarding local counsel	0.30 450.00/hr	NO CHARGE

			<u>Hrs/Rate</u>	<u>Amount</u>
11/5/2021	CEM	E-mail from Mike Dean and from James Bopp, Jr. regarding meeting today	0.20 240.00/hr	48.00
	CEM	E-mail from Mike Dean regarding retainer	0.10 240.00/hr	NO CHARGE
	CEM	Conference with Mike Dean, James Bopp, Jr., Michael Massie, David Craig, Curt and George	1.30 240.00/hr	312.00
	CEM	Follow-up call with James Bopp, Jr. regarding case status and needs	0.20 240.00/hr	48.00
	CEM	Conference with Michael Massie regarding drafting answer	0.10 240.00/hr	24.00
	MM	Review Complaint, TRO, note cases and statutes used	0.70 150.00/hr	105.00
	MM	Review case law, take notes	0.40 150.00/hr	60.00
	MM	Review case law, take notes	1.20 150.00/hr	180.00
	MM	Research case law	0.20 150.00/hr	30.00
	MM	Review results of research	0.30 150.00/hr	45.00
	MM	Research case law and articles	0.20 150.00/hr	30.00
	MM	Review case law and articles	0.60 150.00/hr	90.00
	MM	Review case law and articles	0.40 150.00/hr	60.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/5/2021	MM	Phone conference with Courtney E. Milbank regarding Wisc.Gableman	0.20 150.00/hr	30.00
	MM	Research local rules and rules of civil procedure	0.30 150.00/hr	45.00
	MM	Phone conference with Courtney E. Milbank, James Bopp, Jr. and local counsel	1.30 150.00/hr	195.00
	MM	Review law review articles	0.10 150.00/hr	15.00
	MM	Phone conference with Courtney E. Milbank regarding drafting the answer	0.10 150.00/hr	15.00
	MM	Review law review articles and case law	0.30 150.00/hr	45.00
	MM	Draft Answer to Complaint	0.70 150.00/hr	105.00
	JB	Phone conference with Mike Dean, George and other counsel	1.30 450.00/hr	585.00
	JB	Follow-up call with Courtney E. Milbank regarding case status and needs	0.20 450.00/hr	90.00
	CEM	Phone conference with Michael Massie regarding Wisc.Gableman	0.20 240.00/hr	48.00
	JB	E-mail exchanges with Mike Dean and Courtney E. Milbank regarding meeting today	0.20 450.00/hr	90.00
11/8/2021	CEM	E-mail from Mike Dean regarding retainer agreement	0.10 240.00/hr	NO CHARGE
	CEM	Review and annotate complaint and Memo in preparation for drafting Response	1.50 240.00/hr	360.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/8/2021	CEM	E-mails with local counsel and James Bopp, Jr. regarding new deadline for Answer and calendar new dates	0.30 240.00/hr	72.00
	MM	Draft Answer	0.60 150.00/hr	90.00
	MM	Draft Answer	0.60 150.00/hr	90.00
	MM	Draft Answer	0.90 150.00/hr	135.00
	MM	Draft Answer	1.10 150.00/hr	165.00
	MM	Draft Answer	1.00 150.00/hr	150.00
	MM	Phone conference with Courtney E. Milbank regarding Answer	0.10 150.00/hr	15.00
	MM	Draft Answer	0.20 150.00/hr	30.00
	MM	Check dates for when response is due	0.10 150.00/hr	15.00
	MM	Phone conference with Courtney E. Milbank to review answer edits	0.20 150.00/hr	30.00
	JB	Review new retainer of local counsel	0.30 450.00/hr	NO CHARGE
	JB	E-mail exchange regarding Answer	0.30 450.00/hr	135.00
	CEM	Phone conference with Michael Massie regarding Answer	0.10 240.00/hr	24.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/8/2021	CEM	Phone conference with Michael Massie to review answer edits	0.20 240.00/hr	48.00
11/9/2021	CEM	Work on Preliminary Injunction Response	1.80 240.00/hr	432.00
	CEM	Draft joint defense agreement; send to James Bopp, Jr. for review and approval	0.70 240.00/hr	168.00
	CEM	E-mails with James Bopp, Jr. regarding due date of Answer and next steps	0.20 240.00/hr	48.00
	CEM	E-mails with Mike Dean and David Craig regarding related legislation	0.30 240.00/hr	72.00
	CEM	E-mail to Mike Gableman regarding time to discuss facts	0.10 240.00/hr	24.00
	MM	Edit Answer	1.00 150.00/hr	150.00
	MM	Edit Answer, review statutes	0.70 150.00/hr	105.00
	MM	Edit Answer, review statutes	0.60 150.00/hr	90.00
	MM	Edit Answer	0.40 150.00/hr	60.00
	MM	Review Strategy memo	0.20 150.00/hr	30.00
	MM	Phone conference with Courtney E. Milbank to discuss work assignments and project	0.10 150.00/hr	15.00
	MM	Review Preliminary Injunction Motion for Preliminary Injunction Sections C and D	0.50 150.00/hr	75.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/9/2021	MM	Research statutes involving legislative subpoenas	0.60 150.00/hr	90.00
	MM	Review statutes and case law involving legislative subpoenas	1.10 150.00/hr	165.00
	MM	Review case law involving legislative subpoenas	0.70 150.00/hr	105.00
	MM	Research statutes and Wisconsin Constitution, review	0.60 150.00/hr	90.00
	JB	Review email regarding Answer	0.20 450.00/hr	90.00
	JB	Review draft joint defense argument; approve	0.40 450.00/hr	180.00
	CEM	Phone conference with Michael Massie to discuss work assignments and project	0.10 240.00/hr	24.00
11/10/2021	CEM	E-mails with Mike Dean and James Bopp, Jr. regarding conference with Janel's new counsel; review email from Janel's counsel	0.30 240.00/hr	72.00
	CEM	E-mail exchange with Mike Gableman regarding time to discuss facts	0.20 240.00/hr	48.00
	CEM	Finalize joint defense agreement; send to other counsel	0.30 240.00/hr	72.00
	CEM	Review email with executed retainer	0.10 240.00/hr	NO CHARGE
	CEM	Review email with proposed retainer agreement	0.10 240.00/hr	NO CHARGE
	MM	Review case law on legislative subpoenas	0.40 150.00/hr	60.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/10/2021	MM	Research case law on subpoenas	0.30 150.00/hr	45.00
	MM	Review case law	0.90 150.00/hr	135.00
	MM	Research case law and review cases	0.90 150.00/hr	135.00
	MM	Review cases on subpoenas	1.10 150.00/hr	165.00
	MM	Review cases on subpoena	0.50 150.00/hr	75.00
	JB	E-mail exchanges with Mike Dean and Courtney E. Milbank regarding conference with Janel's new counsel; review email from Janel's counsel	0.30 450.00/hr	135.00
11/11/2021	CEM	Multiple emails with Mike Dean regarding JDA; update JDA and send to other counsel	0.40 240.00/hr	96.00
	CEM	Review articles regarding testimony; review subpoenas and new Senate subpoena; prepare for fact conference with Gableman	1.50 240.00/hr	360.00
	CEM	Conference with Michael Massie regarding upcoming Gableman conference	0.10 240.00/hr	24.00
	CEM	Conference with Mike Gableman and Michael Massie regarding facts	0.80 240.00/hr	192.00
	CEM	Conference with Michael Massie regarding email to Gableman	0.10 240.00/hr	24.00
	CEM	Draft summary of call for use in Response; send to Gableman	0.50 240.00/hr	120.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/11/2021	CEM	E-mails from other counsel regarding JDA and choice of laws; email exchange with James Bopp, Jr. regarding Mike's changes; incorporate some changes into JDA; resend to counsel	0.50 240.00/hr	120.00
	MM	Review Federal Rules of Civil Procedure subpoenas	0.30 150.00/hr	45.00
	MM	Research case law on subpoenas	0.20 150.00/hr	30.00
	MM	Review case law on subpoenas	0.30 150.00/hr	45.00
	MM	Review case law on subpoenas	0.50 150.00/hr	75.00
	MM	Review case law on subpoenas	0.20 150.00/hr	30.00
	MM	Phone conference with Courtney E. Milbank regarding conference call with Gableman	0.10 150.00/hr	15.00
	MM	Review case law on subpoenas	0.40 150.00/hr	60.00
	MM	Phone conference with Courtney E. Milbank and Gableman	0.80 150.00/hr	120.00
	MM	Review case law on legislative subpoenas	0.10 150.00/hr	15.00
	MM	Phone conference with Courtney E. Milbank regarding summary of call with Gableman	0.10 150.00/hr	15.00
	MM	Review case law on legislative subpoenas	0.60 150.00/hr	90.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/11/2021	MM	Draft summary email of conference call	0.30 150.00/hr	45.00
	MM	Review case law on legislative subpoenas	0.50 150.00/hr	75.00
	MM	Review case law on legislative subpoenas, take notes	0.50 150.00/hr	75.00
	MM	Review case law on legislative subpoenas, take notes	0.70 150.00/hr	105.00
	MM	Review case law on legislative subpoenas, take notes	0.80 150.00/hr	120.00
	JB	Review email exchange regarding revision of joint defense argument	0.30 450.00/hr	135.00
	JB	Review email exchange regarding Senate subpoena	0.30 450.00/hr	135.00
	JB	Review revision of JOA	0.10 450.00/hr	45.00
11/12/2021	CEM	Review additional edits to JDA; send redline version to counsel	0.30 240.00/hr	72.00
	MM	E-mail from Courtney E. Milbank, review vetoed election statutes	0.40 150.00/hr	60.00
	MM	Review case law on subpoenas, take detailed notes	0.50 150.00/hr	75.00
	MM	Research and review case law on authority of courts over legislative subpoenas	0.90 150.00/hr	135.00
	MM	Research case law on whether motion to quash is proper way to attack legislative subpoena	0.30 150.00/hr	45.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/12/2021	MM	Review case law on whether motion to quash is proper way to attack legislative subpoena	1.00 150.00/hr	150.00
	MM	Review case law on whether motion to quash is proper way to attack legislative subpoena, take notes	0.80 150.00/hr	120.00
	JB	Review draft JDA; review email exchange regarding JDA change	0.60 450.00/hr	270.00
	CEM	E-mail to Michael Massie regarding vetoed election bills	0.10 240.00/hr	24.00
11/16/2021	MM	Review case law on legislative subpoenas	0.90 150.00/hr	135.00
	MM	Draft memo on legislative subpoenas	0.30 150.00/hr	45.00
	MM	Phone conference with Courtney E. Milbank regarding documents needed from client	0.10 150.00/hr	15.00
	MM	Phone conference with Courtney E. Milbank regarding joint counsel and strategy for response	0.20 150.00/hr	30.00
	MM	Draft memo on legislative subpoenas	1.20 150.00/hr	180.00
	MM	Review legislature letter on power of special counsel to investigate	0.60 150.00/hr	90.00
	MM	Draft memo on legislative subpoenas	0.70 150.00/hr	105.00
	MM	Research case law on undue burden	0.10 150.00/hr	15.00
	MM	Review case law on undue burden	1.10 150.00/hr	165.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/16/2021	MM	Draft memo on legislative subpoenas	0.50 150.00/hr	75.00
	MM	Phone conference with Courtney E. Milbank to discuss state of the memo and next steps	0.10 150.00/hr	15.00
	MM	Draft memo on legislative subpoenas	0.10 150.00/hr	15.00
	MM	Research ballots adopted by Wisconsin Assembly Committee on Assembly Organization	0.60 150.00/hr	90.00
	CEM	Work on Response	1.50 240.00/hr	360.00
	CEM	E-mail exchange with Joseph Voiland regarding joint defense agreement	0.20 240.00/hr	48.00
	CEM	Phone call to Kurt Goehre	0.10 240.00/hr	24.00
	CEM	Phone call to and email with Mike Dean	0.20 240.00/hr	48.00
	CEM	E-mail to and phone call with Mike Gableman	0.20 240.00/hr	48.00
	CEM	Review emails and documents from Mike Gableman for use in facts	0.20 240.00/hr	48.00
	CEM	Conference with Mike Dean and Dave Craig regarding Response; division of tasks; and JDA	1.20 240.00/hr	288.00
	CEM	Draft outline and assignments for co-counsel; send to all co-counsel	0.30 240.00/hr	72.00
	CEM	E-mail exchange with local counsel regarding page limits	0.20 240.00/hr	48.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/16/2021	CEM	Conference with Michael Massie regarding case status and needs	0.10 240.00/hr	24.00
	JB	Review draft article for Response; phone conference with Courtney E. Milbank regarding revision	0.50 450.00/hr	225.00
	CEM	Phone conference with Michael Massie regarding documents needed from client	0.10 240.00/hr	24.00
	CEM	Phone conference with Michael Massie regarding joint counsel and strategy for response	0.20 240.00/hr	48.00
	CEM	Phone conference with James Bopp, Jr. regarding draft article Response revision	0.10 240.00/hr	24.00
	MM	Phone conference with Courtney E. Milbank regarding joint counsel and strategy for response	0.20 150.00/hr	30.00
11/17/2021	MM	Research ballots from Wisconsin Assembly Committee on Assembly Organization on authorization of legal counsel	0.70 150.00/hr	105.00
	MM	Extract and save ballots to response folder, email Courtney E. Milbank	0.30 150.00/hr	45.00
	MM	Review Wisconsin Legislative Reference Bureau Memo on legislative subpoenas	0.90 150.00/hr	135.00
	MM	Review Gableman's introduction to the assembly	0.30 150.00/hr	45.00
	MM	Phone conference with Courtney E. Milbank regarding research and drafting of standard of review for Preliminary Injunction	0.10 150.00/hr	15.00
	MM	Review response outline, memos, and documents received from Gableman	0.30 150.00/hr	45.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/17/2021	MM	Research standard for Preliminary Injunction, review cases and statutes	0.50 150.00/hr	75.00
	MM	Research standard for Preliminary Injunction, review case	0.30 150.00/hr	45.00
	MM	Draft standard for Preliminary Injunction	0.40 150.00/hr	60.00
	MM	Insert standard for Preliminary Injunction into Responsee	0.20 150.00/hr	30.00
	MM	Phone conference with Courtney E. Milbank regarding the Response and assignments	0.10 150.00/hr	15.00
	MM	Organize document folders	0.20 150.00/hr	NO CHARGE
	MM	Phone conference with Courtney E. Milbank to discuss standard of review section and assignments	0.10 150.00/hr	15.00
	MM	Review facts section and standard of review section of Response	0.10 150.00/hr	15.00
	MM	Phone conference with Courtney E. Milbank regarding memo and fixes	0.20 150.00/hr	30.00
	MM	Edit subpoena section	0.60 150.00/hr	90.00
	MM	Research case law on undue burden, review case law	1.50 150.00/hr	225.00
	CEM	Listen to Racine County Press conference in preparation for drafting facts	1.30 240.00/hr	312.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/17/2021	CEM	Brief phone conference with Mike Dean regarding case status and needs, JDA, and timeline	0.10 240.00/hr	24.00
	CEM	Phone call to Kurt regarding Response	0.10 240.00/hr	24.00
	CEM	E-mails regarding JDA	0.20 240.00/hr	48.00
	CEM	Review Michael Massie's section on subpoenas; provide feedback	0.80 240.00/hr	192.00
	CEM	Review Michael Massie's section on standard of review, make corrections	0.40 240.00/hr	96.00
	CEM	Review Michael Massie's section on Motion to Quash; provide feedback	0.10 240.00/hr	24.00
	CEM	Review email from James Bopp, Jr. regarding status of retainer	0.10 240.00/hr	NO CHARGE
	JB	Review revised draft of JDA	0.50 450.00/hr	225.00
	JB	Review revised Outline from Mike Dean; email exchange regarding assignments	0.40 450.00/hr	180.00
	JB	Review email exchanges regarding revision of JDA	0.50 450.00/hr	225.00
	JB	E-mail exchange requesting JDF by all counsel	0.40 450.00/hr	180.00
	JB	E-mail to client regarding BLF retainer agreement	0.20 450.00/hr	NO CHARGE
	JB	Review email from Steve regarding signed agreement; email client	0.30 450.00/hr	NO CHARGE

			<u>Hrs/Rate</u>	<u>Amount</u>
11/17/2021	CEM	Phone conference with Michael Massie regarding research and drafting of standard of review for Preliminary Injunction	0.10 240.00/hr	24.00
	CEM	Phone conference with Michael Massie to discuss standard of review section and assignments	0.10 240.00/hr	24.00
	CEM	Phone conference with Michael Massie regarding memo and fixes	0.20 240.00/hr	48.00
11/18/2021	MM	Review case law on undue burden	0.30 150.00/hr	45.00
	MM	Edit subpoena section of Response	0.10 150.00/hr	15.00
	MM	Edit subpoena section of Response	0.40 150.00/hr	60.00
	MM	Phone conference with Courtney E. Milbank to discuss response and assignments	0.10 150.00/hr	15.00
	MM	Edit subpoena section of Response	0.20 150.00/hr	30.00
	MM	Research articles about election irregularities in the 2020 November Election, email Courtney E. Milbank the articles	0.90 150.00/hr	135.00
	MM	E-mail from Courtney E. Milbank, research articles regarding 2020 November Election, email Courtney E. Milbank articles	0.20 150.00/hr	30.00
	MM	Insert subpoena section into Response	0.60 150.00/hr	90.00
	MM	Insert subpoena section into Response	0.30 150.00/hr	45.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/18/2021	MM	Phone conference with Courtney E. Milbank regarding the response	0.10 150.00/hr	15.00
	MM	Research articles on Wisconsin 2020 Election vote count	0.20 150.00/hr	30.00
	MM	Draft other elements of temporary injunction section of response	0.90 150.00/hr	135.00
	MM	Review Legislative Audit Bureau Report	0.20 150.00/hr	30.00
	MM	Phone conference with Courtney E. Milbank regarding Response fact section	0.10 150.00/hr	15.00
	MM	Review fact section of Response	0.30 150.00/hr	45.00
	MM	Phone conference with Courtney E. Milbank regarding the fact section of the response	0.10 150.00/hr	15.00
	MM	Review Legislative Audit Bureau Report and Kleefisch v. WEC	1.80 150.00/hr	270.00
	CEM	E-mails with Kurt Goehre regarding time to discuss response	0.20 240.00/hr	48.00
	CEM	E-mail exchange with Mike Dean regarding jurisdiction	0.20 240.00/hr	48.00
	CEM	Work on Response--Facts Section	3.70 240.00/hr	888.00
	CEM	Conference with Kurt Goehre regarding response	0.70 240.00/hr	168.00
	CEM	Conference with Mike Dean regarding Facts	0.10 240.00/hr	24.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/18/2021	CEM	Conference with Mike Gableman regarding interim report and timeline for Response	0.20 240.00/hr	48.00
	JB	Review Mike Dean research	0.40 450.00/hr	180.00
	CEM	Phone conference with Michael Massie to discuss response and assignments	0.10 240.00/hr	24.00
	CEM	Phone conference with Michael Massie regarding the response	0.10 240.00/hr	24.00
	CEM	Phone conference with Michael Massie regarding Response fact section	0.10 240.00/hr	24.00
	CEM	Phone conference with Michael Massie regarding the fact section of the response	0.10 240.00/hr	24.00
11/19/2021	MM	Review LAB Report and Kleefisch v. WEC, email results to Courtney E. Milbank	0.90 150.00/hr	135.00
	MM	Review burden of proof for Preliminary Injunction	0.30 150.00/hr	45.00
	MM	Draft other elements section of Response	0.80 150.00/hr	120.00
	MM	Research case law on irreparable harm	0.30 150.00/hr	45.00
	MM	Review case law on irreparable harm	0.90 150.00/hr	135.00
	MM	Research and review case law on irreparable harm	0.60 150.00/hr	90.00
	MM	Research burden of proof for Preliminary Injunction	0.10 150.00/hr	15.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/19/2021	MM	Review cases on burden of proof for Preliminary Injunction	0.30 150.00/hr	45.00
	MM	Research and review cases on burden of proof	0.40 150.00/hr	60.00
	MM	Research case law on irreparable harm	0.10 150.00/hr	15.00
	MM	Review case law on irreparable harm, draft irreparable harm section of response	0.80 150.00/hr	120.00
	MM	Insert irreparable harm and adequate remedy sections into response, edit response	0.70 150.00/hr	105.00
	MM	Multiple conferences with Courtney E. Milbank regarding response	1.00 150.00/hr	150.00
	MM	Edit subpoena section of response	0.10 150.00/hr	15.00
	CEM	Computer assisted legal research--Legislative authority to investigate and to issue subpoenas	4.10 240.00/hr	984.00
	CEM	Multiple conferences with Michael Massie regarding Response and Preliminary Injunction factors	1.00 240.00/hr	240.00
	CEM	E-mails with joint counsel regarding time to discuss response	0.20 240.00/hr	48.00
	CEM	E-mails with Kurt and Gableman regarding documents produced from WEC	0.30 240.00/hr	72.00
	JB	Review email exchange regarding outline and issue to be briefed	0.40 450.00/hr	180.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/19/2021	JB	Review draft of Motion to Compel; email exchange and phone conference with Courtney E. Milbank regarding response	0.50 450.00/hr	225.00
11/20/2021	JB	Review email exchange regarding outline	0.30 450.00/hr	135.00
	JB	E-mail exchange with Courtney E. Milbank regarding legal agreement	0.30 450.00/hr	135.00
	CEM	E-mail exchange with James Bopp, Jr. regarding legal agreement	0.30 240.00/hr	72.00
11/21/2021	CEM	E-mails and phone conference with James Bopp, Jr. regarding motion to compel	0.30 240.00/hr	72.00
	CEM	Work on Response--legislative authority section	3.10 240.00/hr	744.00
	CEM	Work on Response--incorporate sections from Michael Massie	1.00 240.00/hr	240.00
	JB	E-mail exchange with Courtney E. Milbank regarding Motion to Compel	0.30 450.00/hr	135.00
	JB	E-mail exchange regarding draft of Response	0.30 450.00/hr	135.00
	JB	Review email from Mike Dean regarding legal research	0.30 450.00/hr	135.00
	CEM	E-mail exchange with James Bopp, Jr. regarding Motion to Compel	0.30 240.00/hr	72.00
11/22/2021	MM	Multiple phone conferences with Courtney E. Milbank regarding the Response	1.10 150.00/hr	165.00
	MM	Review Response	0.60 150.00/hr	90.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/22/2021	MM	Review Response	0.40 150.00/hr	60.00
	MM	Research case law on status quo	0.10 150.00/hr	15.00
	MM	Review case law on status quo element	0.40 150.00/hr	60.00
	MM	Review case law on status quo law	0.30 150.00/hr	45.00
	MM	Draft status quo element of response	1.00 150.00/hr	150.00
	MM	Review fact section of response	0.20 150.00/hr	30.00
	MM	Review cases on legislative purpose in WEC's motion	1.50 150.00/hr	225.00
	MM	Draft legislative purpose section	0.10 150.00/hr	15.00
	MM	Draft legislative purpose section	1.00 150.00/hr	150.00
	MM	Draft legislative subpoena section	0.40 150.00/hr	60.00
	MM	Draft legislative subpoena section	1.30 150.00/hr	195.00
	MM	Review Justice Gableman's comments on the fact section	0.70 150.00/hr	105.00
	MM	Review James Bopp, Jr.'s edits of Response	0.40 150.00/hr	60.00

		<u>Hrs/Rate</u>	<u>Amount</u>
11/22/2021	MM Review Response and Complaint	0.20 150.00/hr	30.00
	CEM Work on Response--legislative authority section	1.60 240.00/hr	384.00
	CEM Conference with James Bopp, Jr. regarding response	0.10 240.00/hr	24.00
	CEM Work on Response--incorporate all sections; send James Bopp, Jr. draft for review	3.00 240.00/hr	720.00
	CEM Conference with Mike and Dave regarding authority to institute action	0.30 240.00/hr	72.00
	CEM Multiple conferences with Michael Massie regarding Response	1.10 240.00/hr	264.00
	JB Review email exchange setting attorney conference for Tuesday	0.20 450.00/hr	90.00
	JB E-mail exchange regarding signed retainer agreement; execute retainer agreement	0.30 450.00/hr	NO CHARGE
	JB Review email exchange regarding Status Conference	0.30 450.00/hr	135.00
	JB Review email exchange regarding attorney conference	0.30 450.00/hr	135.00
	JB Review draft Fact Section of Response	0.50 450.00/hr	225.00
	JB Review email exchange with co-counsel regarding briefing	0.50 450.00/hr	225.00
	JB Edit draft of Response; phone conference with Courtney E. Milbank regarding revisions added	2.30 450.00/hr	1,035.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/22/2021	JB	Review email exchange regarding additional revision; review revision	0.50 450.00/hr	225.00
	JB	Review email regarding additional legal argument on Irreparable harm	0.30 450.00/hr	135.00
	JB	Review Mike Dean additional legal research and argument	0.50 450.00/hr	225.00
11/23/2021	CEM	Work on Response, incorporate edits from Gableman	0.50 240.00/hr	120.00
	CEM	Work on Response--legislative action section; send draft to all counsels	2.00 240.00/hr	480.00
	CEM	Conference with joint counsel	0.80 240.00/hr	192.00
	CEM	Work on finalizing Response; conference with Mike Gableman regarding the same	3.00 240.00/hr	720.00
	CEM	E-mail exchange with joint counsel regarding Responses	0.20 240.00/hr	48.00
	MM	Review Response and Complaint	0.60 150.00/hr	90.00
	MM	Multiple phone conferences with Courtney E. Milbank regarding the response, joint counsel briefs, and research	1.00 150.00/hr	150.00
	MM	Draft and edit legislative purpose section of response	0.40 150.00/hr	60.00
	MM	Review Response and complaint	0.80 150.00/hr	120.00
	MM	Review James Bopp, Jr.'s edits, make changes to response per James Bopp, Jr.'s edits	0.60 150.00/hr	90.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/23/2021	MM	Review James Bopp, Jr.'s edits, make changes to response per James Bopp, Jr.'s edits	0.30 150.00/hr	45.00
	MM	Review Mike Dean's draft section	0.30 150.00/hr	45.00
	MM	Phone conference with joint counsel	0.80 150.00/hr	120.00
	MM	Review James Bopp, Jr. edits, make changes to response per James Bopp, Jr.'s edits	0.30 150.00/hr	45.00
	MM	Review the Response	0.20 150.00/hr	30.00
	MM	Review Response, Complaint, and WEC's Brief	0.20 150.00/hr	30.00
	MM	Review Response and WEC's Brief	1.40 150.00/hr	210.00
	MM	Review Response, Complaint, and WEC's Brief	1.50 150.00/hr	225.00
	MM	Review Response, Complaint, and WEC's Brief	0.30 150.00/hr	45.00
	MM	Review email from Gableman	0.10 150.00/hr	15.00
	MM	Research Pro Hac admission rules for Dane County	0.10 150.00/hr	NO CHARGE
	MM	Research bluebook citations for legislative hearings and facebook press release	0.50 150.00/hr	75.00
	MM	Review joint counsels brief	0.10 150.00/hr	15.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/23/2021	MM	Research bluebook citations for legislative hearings and facebook press release, email to Courtney E. Milbank	0.30 150.00/hr	45.00
	MM	Research and review case law on due process rights of agencies	0.40 150.00/hr	60.00
	MM	Draft paragraph on due process rights of governmental agencies	0.20 150.00/hr	30.00
	MM	Draft paragraph on due process rights of governmental agencies, email to Courtney E. Milbank	0.10 150.00/hr	15.00
	MM	Review Joint Counsel's brief	0.80 150.00/hr	120.00
	JB	Phone conference with Courtney E. Milbank regarding revision of Response	0.50 450.00/hr	225.00
	JB	Phone conference with co-counsel regarding Response briefing	0.80 450.00/hr	360.00
	JB	Review email exchange with co-counsel regarding additional legal research	0.70 450.00/hr	315.00
	JB	Edit revision of Response draft	1.10 450.00/hr	495.00
	JB	Prepare pro hac vice	0.20 450.00/hr	NO CHARGE
	JB	Review Mike Dean module for Response	0.30 450.00/hr	135.00
	JB	Review Michael Massie research	0.30 450.00/hr	135.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/23/2021	JB	Review draft of brief by co-counsel; review email exchange regarding draft of briefs from co-counsel	1.80 450.00/hr	810.00
	JB	Review draft response of Assembly	0.70 450.00/hr	315.00
	CEM	Multiple phone conferences with Michael Massie regarding the response, joint counsel briefs, and research	1.00 240.00/hr	240.00
	CEM	Phone conference with James Bopp, Jr. regarding revision of Response	0.50 240.00/hr	120.00
11/24/2021	CEM	Review Response brief of Vos and Assembly	0.50 240.00/hr	120.00
	CEM	E-mails with joint counsel regarding Responses	0.20 240.00/hr	48.00
	CEM	Make suggested edits to Response, finalize for filing	5.00 240.00/hr	1,200.00
	CEM	Conference with local counsel regarding filing	0.20 240.00/hr	48.00
	MM	Review Joint Counsel's brief	0.20 150.00/hr	30.00
	MM	Review and edit Response	0.30 150.00/hr	45.00
	MM	Phone conference with Courtney E. Milbank regarding the response	0.10 150.00/hr	15.00
	MM	Review and edit response	0.40 150.00/hr	60.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/24/2021	MM	Phone conference with Courtney E. Milbank regarding the response	0.10 150.00/hr	15.00
	MM	Review and edit Response	1.10 150.00/hr	165.00
	MM	Review and edit Response	1.40 150.00/hr	210.00
	MM	Phone conference with Courtney E. Milbank regarding the response edits	0.10 150.00/hr	15.00
	MM	Review discovery Section of Response	0.20 150.00/hr	30.00
	MM	Phone conference with Courtney E. Milbank regarding the response	0.10 150.00/hr	15.00
	MM	Review response	0.50 150.00/hr	75.00
	MM	Review email from Mike Dean regarding potential edits to the complaint	0.10 150.00/hr	15.00
	MM	Research Assembly ballots online	0.60 150.00/hr	90.00
	MM	Review Response	0.40 150.00/hr	60.00
	JB	Update Response; phone conference with Courtney E. Milbank regarding revision	1.10 450.00/hr	495.00
	JB	Phone conference with Courtney E. Milbank regarding revision of our Response	0.50 450.00/hr	225.00
	JB	Review email exchange regarding revision and suggestions for Response	0.40 450.00/hr	180.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/24/2021	JB	Review Mike Dean legal research; email Courtney E. Milbank regarding same	0.50 450.00/hr	225.00
	JB	Review final draft of Response	0.70 450.00/hr	315.00
	JB	Review email exchange regarding filing Response	0.40 450.00/hr	180.00
	CEM	Phone conference with Michael Massie regarding the response	0.10 240.00/hr	24.00
	CEM	Phone conference with Michael Massie regarding the response	0.10 240.00/hr	24.00
	CEM	Phone conference with Michael Massie regarding the response edits	0.10 240.00/hr	24.00
	CEM	Phone conference with Michael Massie regarding the response	0.10 240.00/hr	24.00
	CEM	Phone conference with James Bopp, Jr. regarding Response revision	0.10 240.00/hr	24.00
	CEM	Phone conference with James Bopp, Jr. -regarding revision of our Response	0.50 240.00/hr	120.00
11/25/2021	JB	Review Wisconsin Election Committee Response brief	0.70 450.00/hr	315.00
11/29/2021	CEM	E-mail executed retainer to James Bopp, Jr.; send the same to client	0.20 240.00/hr	NO CHARGE
	CEM	Review motion to compel to determine if they comply with our positions and arguments; email to James Bopp, Jr. regarding the same; email to Mike Gableman regarding the same	1.80 240.00/hr	432.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/29/2021	CEM	E-mails with local counsel regarding responses	0.20 240.00/hr	48.00
	CEM	Conference with Melena Siebert regarding Motion to Dismiss	0.40 240.00/hr	96.00
	CEM	E-mail to Mike Gableman regarding next steps	0.10 240.00/hr	24.00
	CEM	E-mail to local counsel regarding time to discuss next steps, Motion to Dismiss, and extension for Answer	0.10 240.00/hr	24.00
	MM	E-mails from local counsel	0.10 150.00/hr	15.00
	MM	Multiple phone conferences with Courtney E. Milbank regarding Gableman's motions to compel	0.50 150.00/hr	75.00
	MM	Review Courtney E. Milbank's email to Gableman, check statutes	0.10 150.00/hr	15.00
	MM	E-mail Responses to Gableman	0.20 150.00/hr	30.00
	MM	Review joint counsels responses	1.00 150.00/hr	150.00
	JB	E-mail exchange regarding hearing; review Assembly Response	1.20 450.00/hr	540.00
	JB	Review Motion to Compel; phone conference with Courtney E. Milbank review response to Gableman	0.90 450.00/hr	405.00
	MS	Conference with Courtney E. Milbank regarding Motion to Dismiss	0.40 210.00/hr	84.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/29/2021	CEM	Multiple phone conferences with Michael Massie regarding Gableman's motions to compel	0.50 240.00/hr	120.00
11/30/2021	CEM	E-mails with local counsel regarding strategy conference	0.20 240.00/hr	48.00
	CEM	E-mail from local counsel regarding PHV granting	0.10 240.00/hr	NO CHARGE
	CEM	Read and annotate responses	1.40 240.00/hr	336.00
	CEM	Conference with James Bopp, Jr., Mike Dean, Michael Massie, and Dave Craig regarding Motion to Dismiss	0.60 240.00/hr	144.00
	CEM	E-mail from Mike Dean regarding extension	0.10 240.00/hr	24.00
	CEM	E-mail from Mike Dean regarding media request	0.10 240.00/hr	NO CHARGE
	CEM	Conference with Kurt regarding motion to dismiss; follow up email regarding the same	0.40 240.00/hr	96.00
	CEM	Conference with Michael Massie regarding motion to dismiss	0.10 240.00/hr	24.00
	MM	E-mails from Courtney E. Milbank and local counsels regarding phone conference	0.10 150.00/hr	15.00
	MM	E-mail from local counsel	0.10 150.00/hr	15.00
	MM	Review joint counsels responses	0.60 150.00/hr	90.00

			<u>Hrs/Rate</u>	<u>Amount</u>
11/30/2021	MM	Videoconference with Courtney E. Milbank, James Bopp, Jr. and Local Counsel regarding case strategy and next steps	0.60 150.00/hr	90.00
	MM	Phone conference with Courtney E. Milbank regarding Motion to Dismiss	0.10 150.00/hr	15.00
	JB	Phone conference with Courtney E. Milbank, Michael Massie and Mike Dean regarding Answer	0.60 450.00/hr	270.00
	JB	Review email exchange regarding Answer	0.30 450.00/hr	135.00
		For professional services rendered	<u>197.00</u>	<u>\$43,443.00</u>
		Additional charges:		

			<u>Qty/Price</u>	
11/8/2021		Cost advanced for WestLaw computer assisted legal research--research Preliminary Injunction and legislative authority to investigate	30 \$3.00	90.00
11/10/2021		Cost advanced for WestLaw computer assisted legal research--research Case Law on Legislative Subpoenas	14 \$3.00	42.00
11/11/2021		Cost advanced for WestLaw computer assisted legal research--research Case Law on Legislative Subpoenas	6 \$3.00	18.00
11/12/2021		Cost advanced for WestLaw computer assisted legal research--research Case Law on Motion to Quash	13 \$3.00	39.00
11/17/2021		Cost advanced for WestLaw computer assisted legal research--research Preliminary Injunction standard of review	4 \$3.00	12.00

		<u>Qty/Price</u>	<u>Amount</u>
11/17/2021	Cost advanced for WestLaw computer assisted legal research--research Preliminary Injunction standard of review	3 \$3.00	9.00
	Cost advanced for WestLaw computer assisted legal research--research case law on standard for undue burden	2 \$3.00	6.00
11/19/2021	Cost advanced for WestLaw computer assisted legal research--research case law on irreparable harm	5 \$3.00	15.00
	Cost advanced for WestLaw computer assisted legal research--research case law on irreparable harm	1 \$3.00	3.00
	Cost advanced for WestLaw computer assisted legal research--research case law on irreparable harm	3 \$3.00	9.00
	Cost advanced for WestLaw computer assisted legal research--research case law on irreparable harm	3 \$3.00	9.00
	Cost advanced for WestLaw computer assisted legal research--research case law on irreparable harm	2 \$3.00	6.00
11/21/2021	Cost advanced for WestLaw computer assisted legal research--research Preliminary Injunction, legislative authority to investigate, and contempt	40 \$3.00	120.00
11/22/2021	Cost advanced for WestLaw computer assisted legal research--research Opposition to Preliminary Injunction	10 \$3.00	30.00
	Cost advanced for WestLaw computer assisted legal research--research case law on status quo element of Preliminary Injunction	2 \$3.00	6.00
11/23/2021	Cost advanced for pro hac vice for State Bar of Wisconsin for James Bopp, Jr.--Transaction # AL1E7B1AEDAB--paid online--11-23-21--MC	1 \$250.00	250.00

	<u>Qty/Price</u>	<u>Amount</u>
11/23/2021 Cost advanced for pro hac vice for State Bar of Wisconsin for Courtney E. Milbank--Transaction # AA1E5ADBED83---paid online--11-23-21--MC	1 \$250.00	250.00
Cost advanced for WestLaw computer assisted legal research--research Opposition to Preliminary Injunction, legislative authority to investigate, and due process rights of government agency	80 \$3.00	240.00
Cost advanced for WestLaw computer assisted legal research--research cases on due process rights of state agencies	3 \$3.00	9.00
Total costs		<u>\$1,163.00</u>
Total amount of this bill		<u>\$44,606.00</u>
Previous balance		<u>\$4,947.00</u>
Balance due		<u><u>\$49,553.00</u></u>

Attorney Summary

<u>Name</u>	<u>Hrs/Rate</u>	<u>Rate</u>	<u>Amount</u>
Courtney E. Milbank	64.60	240.00	\$15,504.00
Courtney E. Milbank	1.70	0.00	\$0.00
James Bopp, Jr.	29.30	450.00	\$13,185.00
James Bopp, Jr.	2.90	0.00	\$0.00
Melena Siebert	0.40	210.00	\$84.00
Michael Massie	97.80	150.00	\$14,670.00
Michael Massie	0.30	0.00	\$0.00

JAMES BOPP, JR.
jboppjr@aol.com

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INVOICE
February 8, 2022

Michael Gableman
Special Counsel to the Wisconsin Assembly Committee on
Campaigns and Elections
P O Box 510766
New Berlin, WI 53151

In Reference To: Legal Representation of Special Counsel Mike Gableman in WEC v. Wisconsin
State Assembly

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>	
12/1/2021	MM	Review statutes on defenses to pleadings	0.50 150.00/hr	75.00
	MM	Research standard of motion to dismiss	3.00 150.00/hr	450.00
	MM	Review case law on standing and due process rights of state agencies	1.80 150.00/hr	270.00
	JB	E-mail to co-counsel regarding answer	0.30 450.00/hr	135.00

			<u>Hrs/Rate</u>	<u>Amount</u>
12/2/2021	CEM	E-mails with joint attorneys regarding motion to dismiss	0.20 240.00/hr	48.00
	CEM	Work on Motion to Dismiss; review joint responses to determine whether to add arguments to dismissal motion	1.10 240.00/hr	264.00
	MM	Review case law on due process rights of state agencies	0.20 150.00/hr	30.00
	MM	Review case law on standing and motions to dismiss, take notes	1.00 150.00/hr	150.00
	MM	Review complaint	0.40 150.00/hr	60.00
	MM	Draft motion to dismiss standard memo	1.70 150.00/hr	255.00
	MM	E-mail memo to Courtney E. Milbank	0.10 150.00/hr	15.00
	JB	Review email from Mike Dean regarding additional case	0.30 450.00/hr	135.00
	JB	Review draft of Motion to Dismiss by Assembly	0.30 450.00/hr	135.00
12/3/2021	CEM	Finalize draft of Motion to Dismiss, email and phone call with James Bopp, Jr. regarding the same; send draft to client and joint counsel	1.00 240.00/hr	240.00
	CEM	Conference with Mike Dean regarding Motion to Dismiss	0.30 240.00/hr	72.00
	CEM	Register for e-file; call to clerk regarding the same; draft notices of appearance; file the same and opt-in to e-file	0.90 240.00/hr	NO CHARGE

			<u>Hrs/Rate</u>	<u>Amount</u>
12/3/2021	CEM	Conference with Mike Dean regarding motion to dismiss	0.40 240.00/hr	96.00
	CEM	Review WEC reply brief; send to client	0.40 240.00/hr	96.00
	MM	E-mail from Courtney E. Milbank regarding motion to dismiss, phone conference with Courtney E. Milbank to discuss same	0.10 150.00/hr	15.00
	MM	Review Motion to dismiss, response, and cases cited; phone conference with Courtney E. Milbank	0.90 150.00/hr	135.00
	MM	E-mail Courtney E. Milbank thoughts on the motion to dismiss	0.10 150.00/hr	15.00
	MM	Review joint counsels motion to dismiss	0.20 150.00/hr	30.00
	JB	Review Assembly Motion to Dismiss	0.30 450.00/hr	135.00
	JB	Review draft Motion to Dismiss; review Motion to Dismiss revision; email and phone conference with Courtney E. Milbank regarding same	0.80 450.00/hr	360.00
	JB	Review Plaintiffs Reply regarding Motion for Preliminary Injunction	0.50 450.00/hr	225.00
	CEM	E-mail to Michael Massie regarding motion to dismiss, phone conference with Michael Massie to discuss same	0.10 240.00/hr	24.00
12/6/2021	CEM	Finalize Motion to Dismiss, add cases regarding failure to state a claim, and send to local counsel for filing	0.70 240.00/hr	168.00

		<u>Hrs/Rate</u>	<u>Amount</u>
12/6/2021	CEM Phone call to and text with Mike Gableman regarding motion to dismiss	0.20 240.00/hr	48.00
	CEM Phone conference with Mike Dean regarding Motion to Dismiss and case status/needs	0.20 240.00/hr	48.00
	CEM Conference with Mike Gableman regarding Motion to Dismiss	0.20 240.00/hr	48.00
	CEM Conference with Mike Dean regarding Motion to Dismiss and next steps	0.50 240.00/hr	120.00
	CEM CM/ECF Committee Motion to Dismiss	0.10 240.00/hr	24.00
	MM Phone conference with Courtney E. Milbank regarding motion to dismiss	0.10 150.00/hr	15.00
	MM Review and edit motion to dismiss	0.60 150.00/hr	90.00
	MM Phone conference with Courtney E. Milbank regarding motion to dismiss	0.10 150.00/hr	15.00
	JB Review Mike Dean strategy of Memo for Motion to Dismiss	0.40 450.00/hr	180.00
	JB Review final of Motion to Dismiss by Gablemen	0.40 450.00/hr	180.00
	JB Review filed Assembly Motion to Dismiss	0.40 450.00/hr	180.00
	CEM Phone conference with Michael Massie regarding motion to dismiss	0.10 240.00/hr	24.00
	CEM Phone conference with Michael Massie regarding motion to dismiss	0.10 240.00/hr	24.00

			<u>Hrs/Rate</u>	<u>Amount</u>
12/7/2021	CEM	CM/ECF Gableman Motion to Dismiss	0.10 240.00/hr	24.00
12/10/2021	CEM	CM/ECF Letter to Judge Ramirez	0.10 240.00/hr	24.00
	CEM	CM/ECF notice of hearing	0.10 240.00/hr	24.00
	CEM	E-mails with James Bopp, Jr. and to Mike Gableman regarding documents from Waukesha proceedings	0.30 240.00/hr	72.00
	JB	Review letter to Judge; phone conference with Courtney E. Milbank regarding response	0.50 450.00/hr	225.00
	JB	Review court order regarding hearing	0.30 450.00/hr	135.00
	JB	E-mail exchange with Courtney E. Milbank regarding letter and hearing order	0.30 450.00/hr	135.00
	JB	E-mails with Courtney E. Milbank and to Mike Gableman regarding documents from Waukesha proceedings	0.30 450.00/hr	135.00
	CEM	E-mail exchange with James Bopp, Jr. regarding letter and hearing order	0.30 240.00/hr	72.00
	CEM	Phone conference with James Bopp, Jr. regarding response	0.20 240.00/hr	48.00
12/13/2021	CEM	E-mail to Andrew regarding documents from Genrich v. Gableman	0.10 240.00/hr	24.00
	CEM	Article regarding Waukesha proceedings; email from local counsel regarding the same	0.20 240.00/hr	48.00

			<u>Hrs/Rate</u>	<u>Amount</u>
12/13/2021	JB	Review email exchange regarding Gableman v. Genrich pleading	0.30 450.00/hr	135.00
12/15/2021	CEM	CM/ECF Doc. 53 Letter requesting cameras in courtroom	0.10 240.00/hr	24.00
12/16/2021	CEM	E-mail exchange with Mike regarding documents from Genrich v. Gableman	0.20 240.00/hr	48.00
12/17/2021	CEM	E-mail from Special Counsel with documents from Waukesha Cir. Ct. Proceedings; review the same	0.20 240.00/hr	48.00
	CEM	Phone conference with James Bopp, Jr. regarding oral argument folder	0.10 240.00/hr	24.00
	CEM	CM/ECF Letter to Judge	0.10 240.00/hr	24.00
	CEM	Conference with James Bopp, Jr. regarding hearing and oral argument folder	0.10 240.00/hr	24.00
	JB	Review letter to court	0.20 450.00/hr	90.00
	JB	Phone conference with Courtney E. Milbank regarding oral argument folder	0.10 450.00/hr	45.00
	JB	Conference with Courtney E. Milbank regarding hearing and oral argument folder	0.10 450.00/hr	45.00
12/20/2021	JB	Phone conference with Courtney E. Milbank regarding hearing division; review draft email to co-counsel regarding division of topics; request revision and approve	0.60 450.00/hr	270.00
	JB	E-mail exchange regarding hearing with co-counsel	0.30 450.00/hr	135.00

			<u>Hrs/Rate</u>	<u>Amount</u>
12/20/2021	JB	Review pleading and cases for hearing	2.10 450.00/hr	945.00
	CEM	Create oral argument folder; review filings; pull relevant cases; emails with joint counsel regarding oral argument	1.70 240.00/hr	408.00
	CEM	Review Waukesha documents from Gableman; brief conference with James Bopp, Jr. regarding the same	0.50 240.00/hr	120.00
	CEM	Conference with Clinton regarding Waukesha proceedings	0.10 240.00/hr	24.00
	CEM	Review documents from Clinton regarding committee change	0.30 240.00/hr	72.00
	CEM	Phone conference with James Bopp, Jr. regarding hearing	0.10 240.00/hr	24.00
	JB	Phone conference with Courtney E. Milbank regarding Waukesha documents	0.10 450.00/hr	45.00
12/21/2021	JB	Review Plaintiff's Response to Motion to Dismiss	0.60 450.00/hr	270.00
	JB	E-mail exchange with co-counsel regarding hearing conference	0.30 450.00/hr	135.00
	CEM	E-mails with joint counsel regarding oral argument	0.30 240.00/hr	72.00
	CEM	Phone call from special counsel office; review documents added to folder	0.10 240.00/hr	24.00
	CEM	CM/ECF Response to Motion to Dismiss; forward to James Bopp, Jr.	0.20 240.00/hr	48.00

			<u>Hrs/Rate</u>	<u>Amount</u>
12/21/2021	CEM	CM/ECF Media request for cameras in the courtroom	0.10 240.00/hr	24.00
12/22/2021	MM	E-mails regarding oral arguments and meeting	0.10 150.00/hr	15.00
	JB	Phone conference with Courtney E. Milbank regarding hearing; review court order	0.20 450.00/hr	90.00
	JB	Review draft oral argument; email exchange with co-counsel	0.50 450.00/hr	225.00
	JB	Travel to Madison, Wisconsin for hearing	5.00 450.00/hr	NO CHARGE
	JB	Prepare for hearing	0.80 450.00/hr	360.00
	JB	Phone conference with co-counsel regarding hearing	0.80 450.00/hr	360.00
	JB	Prepare for hearing; review various emails and cases, statutes from co-counsel and Courtney E. Milbank; research cases and statutes for hearing cited in briefing; conference with joint counsel	4.90 450.00/hr	2,205.00
	CEM	E-mails with James Bopp, Jr. regarding oral argument; check Notices of Hearing and send to James Bopp, Jr.; draft program for judge; send to James Bopp, Jr. for review	0.60 240.00/hr	144.00
	CEM	Multiple emails with joint counsel regarding oral argument; set up call in information	0.40 240.00/hr	96.00
	CEM	Review new files from special counsel in preparation for oral argument; send to James Bopp, Jr.	0.30 240.00/hr	72.00

			<u>Hrs/Rate</u>	<u>Amount</u>
12/22/2021	CEM	Brief phone conference with James Bopp, Jr. regarding oral argument	0.10 240.00/hr	24.00
	CEM	Make updates to Oral Argument topics, per James Bopp, Jr.'s request; send to joint counsel	0.30 240.00/hr	72.00
	CEM	Conference with joint counsel in preparation for oral argument	0.80 240.00/hr	192.00
	CEM	CM/ECF Media request	0.10 240.00/hr	24.00
	CEM	E-mails with James Bopp, Jr. regarding documents for oral argument	0.20 240.00/hr	48.00
12/23/2021	JB	Prepare for hearing; review various emails and cases, statutes from co-counsel and Courtney E. Milbank; research cases and statutes for hearing cited in briefing; conference with James Bopp, Jr. regarding due process rights	5.20 450.00/hr	2,340.00
	JB	Phone conference with client regarding hearing	0.60 450.00/hr	270.00
	JB	Attend hearing	3.50 450.00/hr	1,575.00
	CEM	E-mails from James Bopp, Jr. regarding request for certain statutes and rules for use in oral argument; pull and e-mail the same to him; email interim report to James Bopp, Jr.	0.40 240.00/hr	96.00
	CEM	Review email from James Bopp, Jr.; computer assisted legal research on due process rights of government employees; conference with him regarding the same	1.00 240.00/hr	240.00
	CEM	CM/ECF Ex B from Waukesha proceedings; review and send to James Bopp, Jr.	0.20 240.00/hr	48.00

		<u>Hrs/Rate</u>	<u>Amount</u>
12/23/2021	CEM Listen to oral argument	2.30 240.00/hr	552.00
12/24/2021	JB Travel back to Indianapolis, Indiana	5.00 450.00/hr	NO CHARGE
12/27/2021	JB Review letter filed in Waukesha proceeding	0.40 450.00/hr	180.00
For professional services rendered		66.40	\$17,946.00
Additional charges:			

		<u>Qty/Price</u>	
12/1/2021	Cost advanced for WestLaw computer assisted legal research--research case law on motions to dismiss	3 \$3.00	9.00
	Cost advanced for WestLaw computer assisted legal research--research case law on motions to dismiss	4 \$3.00	12.00
	Cost advanced for WestLaw computer assisted legal research--research case law on motions to dismiss	3 \$3.00	9.00
12/2/2021	Cost advanced for WestLaw computer assisted legal research--research case law on standing	2 \$3.00	6.00
12/3/2021	Cost advanced for WestLaw computer assisted legal research--research Motion to Dismiss	20 \$3.00	60.00
12/6/2021	Cost advanced for WestLaw computer assisted legal research--research Motion to Dismiss for Failure to State a Claim	20 \$3.00	60.00
12/22/2021	Travel expense for James Bopp, Jr. for December 22--24, 2021 to attend Preliminary Injunction Hearing in Madison, Wisconsin	1 \$1,370.51	1,370.51

	<u>Qty/Price</u>	<u>Amount</u>
12/23/2021 Cost advanced for WestLaw computer assisted legal research--Pull Statutes for oral argument, review cases	20 \$3.00	60.00
Total costs		<u>\$1,586.51</u>
Total amount of this bill		<u>\$19,532.51</u>
Previous balance		<u>\$49,553.00</u>
Balance due		<u><u>\$69,085.51</u></u>

Attorney Summary

<u>Name</u>	<u>Hrs/Rate</u>	<u>Rate</u>	<u>Amount</u>
Courtney E. Milbank	17.90	240.00	\$4,296.00
Courtney E. Milbank	0.90	0.00	\$0.00
James Bopp, Jr.	26.70	450.00	\$12,015.00
James Bopp, Jr.	10.00	0.00	\$0.00
Michael Massie	10.90	150.00	\$1,635.00



Office of the Special Counsel

Second Interim Investigative Report

On the Apparatus & Procedures of the Wisconsin Elections System

Delivered to the Wisconsin State Assembly on March 1, 2022

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Introduction

The Office of the Special Counsel files this Investigative Report on Wisconsin's administration of the 2020 elections as a first step to begin restoring faith in America's elections. This effort is undertaken because Americans' faith in its election system was shaken by events both before and after the November 2020 Presidential election. For example, a January 2022 ABC/Ipsos poll revealed that only 20% of the public is very confident about the integrity of our national election system. This 20% number is a significant drop from 37% from a similar ABC poll conducted one year earlier. America's doubts about its election system crosses partisan lines. Among Democrats, only 30% say they are "very confident" in the U.S. election systems overall. Among independents, only 20% consider themselves "very confident" in the nation's elections. Among Republicans, only 13% are "very confident" with America's elections.

This shaken faith is not a result of legitimate legislative inquiries into election administration, nor is it a result of lawful contests lodged by any candidate or party. Rather, it is largely a function of opaque, confusing, and often botched election processes that could have been corrected, and still can be corrected, with concerted effort on the part of lawmakers and conscientious civil servants who work for Wisconsin State government. Helping correct these processes for future elections is the major purpose of this Report.

On November 10, 2021, the Office of the Special Counsel (OSC) outlined the preliminary steps it had taken to undertake a fully comprehensive review of the 2020 elections in the State of Wisconsin. That document outlined the constitutional authority of the people of the State of Wisconsin, through their Legislature, to investigate their own

government. That Interim Report also outlined the initial roadblocks to a full investigation, and expressed the expectation that the information necessary to provide democratic accountability for and oversight of Wisconsin election proceedings was forthcoming. As outlined in Appendix I, OSC and the Assembly continue to be blocked from investigating portions of the Wisconsin government. Not only has the Wisconsin Attorney General intervened (and lost) in court to block certain subpoenas, and not only have left-wing groups provided support adverse to Wisconsin taxpayers—for instance by providing legal support to government employees seeking to keep their work secret, filing dilatory open records requests, and advancing frivolous complaints before various boards—but the Administrator of the Wisconsin Elections Commission (WEC) has explicitly stated to the Chairwoman of the Assembly Committee on Campaigns and Elections that she is prohibited by law and by private contract from turning over certain public records. Until these lawsuits are resolved, there appears to be no way to fully vindicate the right of the people of the State of Wisconsin to know how their government is run. Such lawsuits have proved a costly and time-wasting exercise.

Nevertheless, the OSC has continued to investigate available records, interview witnesses, and make substantial headway on several issues contained in this report. Further, good work by citizens' groups has provided the Assembly and the OSC with useful leads on how best to cure various systemic problems in the State.

While WEC and the State Attorney General have refused to cooperate with the Legislature's investigation and actively obstructed it, this Report is final in the sense that

it provides a list of recommendations with enough time for the Legislature to act before the close of its session in March. However, the Assembly continues to authorize the OSC to operate past the final adjudication, on the merits, of the various legal challenges to the valid legislative subpoenas we have issued. Following any favorable adjudication, the OSC will manage and process the voluminous responsive records, and will facilitate any available audits.

Despite this cover-up, or perhaps because of it, the OSC can still reach certain conclusions about the integrity of election administration in the State of Wisconsin, and we can still make baseline recommendations. While we cannot, for example, recommend certain server protocols because we have been unable to obtain government records detailing precisely what the numerous electronic systems entail (Wisconsin uses numerous machine and system vendors) or precisely how the existing systems were used in 2020, we do have information relating to how confusing and opaque the system is. It is beyond doubt that no single governmental person or entity in the State of Wisconsin has a handle on these systems—that is a damning indictment on its own. Elections systems must be readily understandable by voters and newly elected county clerks—confusing systems harm voter confidence and tend to facilitate fraud.

The facts contained in this report are substantiated by records the OSC has made available to the Assembly and other public information. To the extent that any of these facts are disputable, the OSC encourages any individual named in this Report, any subject

of validly issued legislative subpoenas, or any other fact witness to make themselves available to the OSC for interview.

Accordingly, at this stage, the recommendations included in this Report largely fall within the umbrella of enabling oversight and transparency of our election systems. It draws no conclusions about specific, unauthorized outside interference or insider threats to machine voting, but it does provide numerous examples of security gaps that tend to enable bad actors to operate in the shadows. Absent access to these systems, it would not be unfair for any citizens to conclude the worst, however. It is a commonplace in the law for it to assume the worst about the nature and impact of hidden or destroyed evidence, and it is up to government to justify its actions to the people, not the other way around.

A few additional recommendations in this Report fall within the second umbrella—maintaining political accountability. While it is clear that the outside groups and the bureaucrats in Madison who run our elections have not been accountable to the voters or the state government, there are some measures that can help return our State to a functional democracy.

This Report has another purpose: to catalog the numerous questionable and unlawful actions of various actors in the 2020 election.

Some unlawful conduct and irregularities outlined in this Report include:

1. Election officials' use of absentee ballot drop boxes in violation of Wis. Stat. § 6.87(4)(b)1 and § 6.855;
2. The Center for Tech and Civic Life's \$8,800,000 Zuckerberg Plan Grants being run in the Cities of Milwaukee, Madison, Racine,

Kenosha and Green Bay constituting Election Bribery Under Wis. Stat. § 12.11;

3. WEC's failing to maintain a sufficiently accurate WisVote voter database, as determined by the Legislative Audit Bureau;
4. The Cities of Milwaukee, Madison, Racine, Kenosha and Green Bay engaging private companies in election administration in unprecedented ways, including tolerating unauthorized users and unauthorized uses of WisVote private voter data under Wisconsin Elections Commission (WEC) policies, such as sharing voter data for free that would have cost the public \$12,500;
5. As the Racine County Sheriff's Office has concluded, WEC unlawfully directed the municipal clerks not to send out the legally required special voting deputies to nursing homes, resulting in many nursing homes' registered residents voting at 100% rates and many ineligible residents voting, despite a guardianship order or incapacity;
6. Unlawful voting by wards-under-guardianship left unchecked by Wisconsin election officials, where WEC failed to record that information in the State's WisVote voter database, despite its availability through the circuit courts—all in violation of the federal Help America Vote Act.
7. WEC's failure to record non-citizens in the WisVote voter database, thereby permitting non-citizens to vote, even though Wisconsin law requires citizenship to vote—all in violation of the Help America Vote Act. Unlawful voting by non-citizens left unchecked by Wisconsin election officials, with WEC failing to record that information in the State's WisVote voter database; and
8. Wisconsin election officials' and WEC's violation of Federal and Wisconsin Equal Protection Clauses by failing to treat all voters the same in the same election.

It is important to state what this Report is not. This Report is not intended to re-analyze the re-count that occurred in late 2020. And the purpose of this Report is not to challenge certification of the Presidential election, though in Appendix II we do sketch how that might be done. Any decisions in that vein must be made by the elected

representatives of the people, that is, the Wisconsin Legislature. Yet it is clear that Wisconsin election officials' unlawful conduct in the 2020 Presidential election casts grave doubt on Wisconsin's 2020 Presidential election certification. This Report thus does surface very big questions: how should Presidential election certification occur in Wisconsin going forward and would the Legislature have any remedies to decertify if it wanted to do so?

In 2020 in Wisconsin, the certification of its Presidential election spanned two steps and to a large extent operated in a legal vacuum. *First*, on November 30, 2020, Wisconsin Elections Commission (WEC) Chairperson Ann Jacobs, on her own and without a full Commission vote, signed the “determination of the recount and the presidential contest.” This unilateral action led one of the sidelined Commissioners to call for Jacobs' resignation. *Second*, a few hours later, Governor Tony Evers certified the results of the state's November 3 election by signing the Certificate of Ascertainment that approved the slate of electors for President-elect Joe Biden and Vice President-elect Kamala Harris.

Neither the WEC Chairperson nor the Governor had an incentive to proceed with greater deliberation and address the serious concerns of citizens and other Commissioners. This is a serious gap in the legal structure governing elections that should be corrected as far in advance of the 2024 presidential election as possible. In the meantime, many of the doubts relating to large categories of ballots are continuing to be both broadened and deepened. Recently, a Wisconsin court invalidated the use of drop boxes. Additionally,

this Report flags systematic problems with voting in elder care facilities, an issue that was also recently blown wide open by the Racine County Sheriff.

There are other issues outlined in this Report, many of which could justify post-election administrative correction by WEC under Wis. Stat. § 5.06, which authorizes exactly such a post-certification process to correct mistakes made by election officials. Administrative corrections under Wis. Stat. § 5.06 would flush out election officials' unlawful conduct. Such a post-certification administrative correction will not de-certify the election on a self-executing basis, but these challenges, which can be filed by any voter in an election (or by district attorneys or the Attorney General of the State), are a worthwhile step to take. However, as noted, these complaints are directed *to* WEC. But complaints *about* WEC cannot fairly be adjudicated by this body—another legal gap.

It is the duty of all citizens of our State and our nation to work hard to secure our democracy for this generation and the next. This Report is one small step towards fulfilling that duty we all share. And without the tireless work of concerned citizens, and dedicated public servants such as the Sheriff of Racine County, much of what is made public in this Report would not have been exposed to the light. In our own way, we can each do our part, whether by voting, or by volunteering, or by leading campaigns to improve the integrity of our elections. The true story of the 2020 elections in Wisconsin might never be fully known—as noted, the constitutional duty of the Legislature is still imperiled in the state courts—but the recommendations in this Report constitute a good beginning.

Statement of Progress

The Special Counsel has been maintaining an active investigation and continuing to fight for the Legislature's right to conduct an election-integrity investigation. Since the first Interim report, the Special Counsel has issued 76 new subpoenas. This brings the total subpoenas issued by the OSC to 90. These subpoenas were served upon entities named in this report, including Dominion Voting Systems, Inc., Electronic System and Software, LLC (ESS), Quickbase, Inc., USDR, CTCL, NVAHI, The Elections Group, and others.

The subpoenas were also served upon or sent to some of the persons who had the most information about the role of private companies and individuals in Wisconsin's election. This included Michael Spitzer Rubenstein, Tiana Epps-Johnson, Ari Steinberg, and Harrison Hersch. Finally, the subpoenas were served on local persons such as Hannah Bubacz, a Milwaukee city employee, and Sarah Linske, an IT employee for WEC.

To the extent that individuals responded to subpoena, it was to produce documents. Some recipients, including the major private companies and individuals, did not comply at all. They either informed the OSC that they would not comply with the subpoena or attend the depositions or embroiled the OSC in litigation. As of the writing of this Report, the litigation surrounding the investigation of the 2020 election has been pervasive and time-consuming.

The Special Counsel has been sued three different times in three different cases in Dane County Circuit Court. The OSC has defended against a lawsuit brought by the Wisconsin Attorney General in which he asked the court to declare that the OSC did not have the authority to conduct the investigation. Two additional lawsuits related to open

records requests to the OSC were filed by organizations supported by Democrat-backed labor unions.

In Waukesha County, the OSC filed a petition to enforce the legislative subpoenas. Initially, the lawsuit included only four defendants. Six additional defendants were later added, bringing the total to ten. Two attorneys from the OSC are assigned to that case and briefing is underway. Prosecuting the enforcement action detracts from the OSC's ability to conduct and complete its investigation.

The OSC did receive a large quantity of documents from the Zuckerberg 5. Those documents were electronic in form. The process of organizing and reviewing them has required a significant expenditure of time and resources, and that will continue to be the case as OSC receives additional documents.

The OSC launched a major investigation into nursing home abuse. Attorneys and investigators were dispatched to multiple nursing homes across the State. They identified and met with multiple residents who voted, despite the fact they were clearly incapable of voting and/ or not legally permitted to vote because of a guardianship order. The OSC representatives made detailed notes and videos of these residents for evidentiary purposes.

The Special Counsel intended to use a professional statistician in the nursing home setting. Using a controlled environment, the OSC could take a detailed sampling of nursing home abuse and voting irregularities to determine, statewide, the number of improperly cast ballots in residential care facilities. The OSC was not able to complete this task by the time this Report was due. Instead, the personnel conducting the nursing home investigation were also repurposed to assist in the drafting of this Report.

The OSC received information that an entity had cellphone pinging data related to the City of Milwaukee and its absentee ballot drop boxes. As of the time of this Report, the OSC has not been able to run to ground all the issues relating to obtaining this data.

The OSC consulted with multiple computer security experts regarding voting machines. Two major machine manufacturers were identified in Wisconsin, Dominion Voting and ESS. The OSC viewed extensive reporting about the integrity of the machines. The OSC learned that some Dominion machines are extremely vulnerable to hacking and manipulation. These specific machines can be manipulated to alter actual votes cast—either surreptitiously or by the machine technicians.

The Special Counsel reviewed extensive reporting of a Dominion machine failure event in another State. The OSC was able to identify, through the reports of experts, that the failed machine recorded two anonymous and unauthorized access events from its VPN. This means, contrary to what Dominion has publicly stated, that at least some machines had access to the internet on election night. Shortly after the unauthorized access was recorded, the machine failed and was reset, wiping all voting history and forcing that election administrator to rely on unverifiable paper printouts from the failed machine.

ESS machines were equally problematic. The central problem is that several of the machines are made with a 4G wireless modem installed, enabling them to connect to the internet through a Wi-Fi hotspot. One municipality under investigation in Wisconsin by the OSC admitted that these machines had these modems and were connected to the internet on election night. The reason given was to “transmit data” about votes to the county clerks.

The OSC learned that all machines in Green Bay were ESS machines and were connected to a secret, hidden Wi-Fi access point at the Grand Hyatt hotel, which was the location used by the City of Green Bay on the day of the 2020 Presidential election. The OSC discovered the Wi-Fi, machines, and ballots were controlled by a single individual who was not a government employee but an agent of a special interest group operating in Wisconsin.

The OSC began a comprehensive investigation of voting machines in Wisconsin. As part of that investigation, subpoenas were sent to Dominion, ESS, and Command Central, LLC, a Dominion reseller and servicer. The information sought included information about who, when, where, and what updates the machines were provided. The OSC learned that one machine company representative stated that the voting machines were “wiped” during updates, meaning they did not retain federally required voter data.

It was discovered that Command Central, LLC, received images of cast ballots on election night using the internet. Command Central is alleged to be holding actual ballots cast on election night at its offices in Minnesota in violation of Wisconsin law. The OSC was not able to complete this portion of its investigation, however.

As of the date of this Report, the voting machine companies have refused to comply with the OSC’s legislative subpoenas, and have provided no data. The OSC considers this investigation incomplete but ongoing.

The OSC also sought information about the machines in Wisconsin used on election night from the clerks. The clerks either did not possess the data sought by the OSC or refused to provide it, with Green Bay and Madison insinuating that providing secure voting machine data to the OSC would somehow compromise election integrity. In other words,

these cities claim that it is impossible to verify the integrity of the voting machines because doing that would jeopardize the integrity of both the machines and future elections. The Special Counsel intends to resolve this issue as the investigation moves forward.

The OSC's investigation discovered the use of a ballot tracking and harvesting application in Wisconsin. An extensive amount of time and effort went into this portion of the investigation. The OSC became attuned to the possibility of an application when reviewing email exchanges between the Zuckerberg 5 and third parties. This involved tracking applications in Georgia and Pennsylvania.

The OSC discovered ballot tracking programs in both Georgia and Pennsylvania. The OSC was able to locate and identify the developer of both programs in those States. The OSC obtained the source code for the Pennsylvania application. Ultimately, that data and source code would not prove to be helpful to discovering information about the Wisconsin application.

However, the OSC still located the Wisconsin application and its developers. In the course of that investigation, the OSC documented multiple misrepresentations of material facts by WEC administrator Meagan Wolfe. For example, Ms. Wolfe told the Assembly Committee on Campaigns and Elections both that she did not know about the CTCL grants and that cities did not have access to statewide WisVote or BadgerBooks data. Both of these statements are demonstrably untrue.

Ms. Wolfe also told the Commission that there was no API (Application Programming Interface that allows direct access) into the WisVote or BadgerBooks system. Yet cities have provided information that they *do* have access to statewide WisVote and BadgerBooks data. At least one city apparently provided an API to the WisVote and

BadgerBooks systems, which provided real time, free information to special interest groups who used that information for selective, racially-targeted get-out-the-vote purposes under the contracts. That application may still have an active API and may remain viable, so that it might be used by the private groups in future elections.

Moving forward, the OSC will continue working to obtain answers to the important questions raised by these findings. The tasks remaining include:

1. Vindicating the legislature's subpoena and investigative authority through ongoing litigation;
2. Compelling witnesses (individual or institutional) with crucial information about Wisconsin elections to provide testimony. This includes Meagan Wolfe, Ann Jacobs, Michael Spitzer Rubenstein, Tiana Epps-Johnson, Trina Zanow, Sarah Linske, Hannah Bubacz, Harrison Hersch, Dominion, ESS, and the Zuckerberg 5 through ongoing litigation.
3. Determining the identities of any groups or individuals engaged in ballot harvesting in Wisconsin;
4. Verifying the integrity of Wisconsin's voting machines;
5. Identifying additional votes cast unlawfully as a consequence of WEC's directives to clerks regarding SVDs;
6. Providing additional reporting as necessary, possibly including a more robust roadmap to the outside groups and leadership that interfered with the administration of past Wisconsin elections.

Chapter 1

The Center for Tech and Civic Life’s \$8,800,000 Zuckerberg Plan Grant with the Cities of Milwaukee, Madison, Racine, Kenosha and Green Bay (the Zuckerberg 5) Facially Violates Wisconsin Law Prohibiting Election Bribery.

The Cities of Milwaukee, Madison, Racine, Kenosha and Green Bay entered into an agreement with Center for Tech and Civic Life (CTCL). In the agreement, the Cities took CTCL’s money to facilitate in-person and absentee voting within their respective city. The agreement documents included the Wisconsin Safe Voting Plan (WSVP), the CTCL worksheets and the CTCL acceptance letters, which were conditioned on the Cities spending CTCL’s transferred money in accordance with the WSVP. These documents are in the accompanying appendix: App. 7-27 (WSVP); App. 513-519, (CTCL worksheet blank form), 520-537 (Green Bay worksheet), 538-551 (Kenosha worksheet), 552-563 (Madison worksheet), 564-575 (Milwaukee worksheet), 576-587 (Racine worksheet); 588-601 (CTCL grant application acceptance letters for Milwaukee, Madison, Kenosha, Green Bay and Racine).

Any Agreement Where a City’s Election Officials Receive CTCL or Other’s Private Money to Facilitate In-Person and Absentee Voting Within a City Facially Violates Wis. Stat. § 12.11’s Prohibition on Election Bribery Under Wis. Stat. § 12.11.

The CTCL agreement facially violates the election bribery prohibition of Wis. Stat. § 12.11 because the participating cities and public officials received private money to facilitate in-person or absentee voting within such a city. Any similar agreements in the 2022 and 2024 election cycle would also be prohibited election bribery.

Wis. Stat. § 12.11, in relevant part, prohibits a city from receiving money to facilitate electors going to the polls or to facilitate electors to voting by absentee ballot:

Election bribery

(1) In this section, “anything of value” includes any amount of money, or any object which has utility independent of any political message it contains and the value of which exceeds \$1...

(1m) Any person who does any of the following violates this chapter:

1. Offers, gives, lends or promises to give or lend, or endeavors to procure, anything of value, or any office or employment or any privilege or immunity to, or for, any elector, or *to or for any other person, in order to induce any elector* *to:*
 1. *Go to ... the polls.*
 2. *Vote....*

Wis. Stat. § 12.11 (emphasis added). Although the word “person” is not defined in section 12.11, it is defined elsewhere to include “bodies politic,” which also includes municipalities. *See* Wis. Stat. § 990.01(26). Although the word “induce” is not defined in Wis. Stat. § 12.11, it is commonly defined to mean “to call forth or bring about by influence or stimulation.”

Wis. Stat. § 12.11 requires three elements for a municipality or its officials to engage in “election bribery:” (1) the definition of “anything of value” must be met; (2) the thing of value must be received by a municipality or its election officials; and (3) the municipality must receive the thing of value in order to facilitate electors going to the polls or voting by absentee ballot. With respect to the first element, Wis. Stat. § 12.11 defines “anything of value” to mean “any amount of money, or any object which has utility independent of any political message it contains and the value of which exceeds \$1.” To

meet the second element, Wis. Stat. § 12.11 requires that the item of value be received by a municipality. Finally, the city must receive the item of value in order to facilitate electors to go to the polls or in order to facilitate electors to vote.

1. Conception of the Election Bribery Scheme

The record created by public document requests shows that CTCL, a private company headquartered in Chicago^[3], engaged in an election bribery scheme. CTCL reached out to the City of Racine to allow CTCL to provide grant money to certain handpicked cities in Wisconsin to facilitate increased in-person and absentee voting in the cities. App. 402. This first grant of \$100,000 was to be split among the five largest cities in Wisconsin at \$10,000 per city, plus an extra \$50,000 to Racine for organizing the five cities. App. 402. This first grant required the mayors of the five largest cities in Wisconsin and their respective staffs to complete CTCL election administration forms, including goals and plans to facilitate increased in-person and absentee voting in their respective cities and “communities of color” and develop a joint plan for elections only in these cities and not statewide. App. 297.

Christie Baumel (a City of Madison employee) wrote on June 9, 2020, regarding CTCL and “Election Cost Grant:”

My understanding is that this is a small planning grant that Racine received from the Center for Tech & Civic Life to produce, by June 15th, a proposal for safe and secure election administration, according to the **needs identified by the five largest municipalities**. In other words, this information informs the Center for Tech & Civic Life in their consideration of where and how to support complete, safe, secure [sic] elections in Wisconsin.

App. 603 (emphasis added.)

As part of the election bribery scheme, CTCL was reaching out to the five largest cities in Wisconsin, and CTCL wanted information from those cities in determining how to provide money to those cities to facilitate increased in-person and absentee voting. *Id.* This program and the larger amount of grant money was not available to any cities or counties in Wisconsin other than the five largest cities. These five cities began to identify themselves and to be identified by CTCL as the “Zuckerberg 5,” including a letterhead with the five cities’ seals.^[4] App. 7, 141-143. Whitney May, Director of Government Services at CTCL, wrote to representatives of the other Zuckerberg 5 cities on August 18, 2020, stating, “You are the famous WI-5 ... excited to see November be an even bigger success for you and your teams.” *Id.*; App. 375-376.

The attempt of CTCL to target the five largest cities in Wisconsin for election support to facilitate increased in-person and absentee voting had been ongoing since early 2020, as indicated in emails and invitations from Vicky Selkove, a Racine employee who opposed Trump and those that voted for him,^[5] to Kenosha, Madison, Milwaukee, and Green Bay mayors, and a few other city officials from the Zuckerberg 5. App. 331-349; 392-401; 481-487. Only those four cities plus Racine were invited to “[a]pply for a COVID-19 grant” from CTCL and to thus be in on the “plan” to accept CTCL’s private money to facilitate increased in-person and absentee voting in the 2020 election. App. 603-604.

The CTCL Agreement required the Zuckerberg 5 Mayors and their respective staffs to develop a joint plan for the Zuckerberg 5’s elections pursuant to the agreement by June 15, 2020:

The City of Racine, and any cities granted funds under paragraph 4, shall produce, by June 15th, 2020, a plan for a safe and secure election

administration in each such city in 2020, including election administration needs, budget estimates for such assessment, and an assessment of the impact of the plan on voters.

App. 2. The carrot for the Zuckerberg 5 to provide this information for CTCL was to get part of a \$100,000 grant. Once the Zuckerberg 5 expressed interest in receiving the \$10,000 grants from CTCL, they quickly provided information to Ms. Selkove and CTCL on CTCL's form so they could develop a "comprehensive plan" for election administration for their "national funding partner, the Center for Tech & Civic Life" by June 15, 2020. App. 604 (emphasis added).

Following the expected "Council approval" on June 2, Ms. Selkove of Racine sought to "immediately" connect with "municipal clerks and other relevant staff" to "swiftly gather information about" the cities' "election administration needs." App. 604. Ms. Selkove obtained the information from the Zuckerberg 5 through the five completed CTCL forms, then either Racine or CTCL used that information to prepare the WSVP, as requested by CTCL. App. 513-519, (CTCL blank form), 520-537 (Green Bay), 538-551 (Kenosha), 552-563 (Madison), 564-575 (Milwaukee), 576-587 (Racine). Ms. Selkove made clear that she was the point person for communicating with the different city staffs to gather information to prepare this plan. *Id.* at 604.

2. The First Contract Between CTCL and the Zuckerberg 5

On about May 28, 2020, the Racine Common Council approved, and signed, the CTCL conditional grant in the amount of \$100,000 to recruit and later coordinate with the Zuckerberg 5 to join the WSVP 2020 submitted to CTCL on June 15, 2020. App. 325-349, 402-405. The grant and distribution to the Zuckerberg 5 was not random, rather it was the

intentional culmination of meetings or virtual meetings on May 16, 2020, June 13, 2020, and August 14, 2020. *Id.* These meetings were also secretive. The mayors and their staff were invited to the meeting. However, neither the Common Council members nor the public were informed that the meetings were even set to occur. *Id.* The Common Council members of Racine were later asked to vote only to approve what was decided at the secret meetings. App. 486-487.

It is not believed that the Common Councils of the other four cities of the Zuckerberg 5 were asked to vote on the \$100,000 grant, except perhaps long after they had already received the money and committed to accepting the larger grant and its conditions. *Id.* For example, the City of Madison received the \$10,000 even though on July 13, 2020, Maribeth Witzel-Behl, the Madison City Clerk, wrote that “Common Council has yet to accept the \$10,000” from CTCL. App. 605-606.

The grant approved by the Racine Common Council stated, “[t]he grant funds must be used exclusively for the public purpose of planning safe and secure election administration in the City of Racine in 2020 and coordinating such planning.” App. 404. Thus, the consideration for the Zuckerberg 5 to receive the first, small grant, was that they provide information for CTCL to use in preparing the WSVP for the large grant. *Id.*

3. The WSVP and CTCL’s Grant Acceptance Letter Incorporating the WSVP Is the Agreement Where the City Agreed to Take CTCL’s Private Money to Facilitate Increased In-Person Voting and to Facilitate Absentee Voting.

The WSVP and CTCL’s grant acceptance letter incorporating the WSVP is the agreement in which the City agreed to take CTCL’s private money to facilitate increased

in-person voting and to facilitate absentee voting. The WSVP was developed ostensibly “in the midst of the COVID-19 Pandemic” to ensure voting could be “done in accordance with prevailing public health requirements” to “reduce the risk of exposure to coronavirus.” Further, it was intended to assist with “a scramble to procure enough PPE to keep polling locations clean and disinfected.” App. 7-27.

However, another election purpose existed as evidenced by the documents obtained by the Special Counsel. That other election purpose was to fuse together the CTCL, their allied private corporations, the Zuckerberg 5, and \$8.8 million of private funding into joint operations in that group of cities, where the focus would be on facilitating increased in-person and absentee voting, particularly in their “communities of color.” *See, e.g., App. 7-27 (WSVP)*. From the beginning, the purpose of the WSVP contract and its private funding was for the Zuckerberg 5 to use CTCL’s private money to facilitate greater in-person voting and greater absentee voting, particularly in targeted neighborhoods.

4. Having Agreed to the Initial \$10,000 Per City Grants (Plus \$50,000 Extra for Racine), the Zuckerberg 5 Entered New Grant Agreements for Larger Grants Which Included CTCL’s “Conditions” and Performance Requirements Under WSVP.

On or about July 6, 2020, Ms. Selkove announced that the WSVP had been fully approved for funding by the Center for Tech & Civic Life; the initial \$10,000 grant was just the first step for the Zuckerberg 5 to get an even larger grant from CTCL. *See, e.g., App. 1-27*. Also, on July 6, Tiana Epps-Johnson of CTCL emailed Ms. Selkove stating CTCL intends to fund each of the Zuckerberg 5 with far larger sums of money: Green Bay—\$1,093,400; Kenosha—\$862,779; Madison—\$1,271,788; Milwaukee—

\$2,154,500; and Racine—\$942,100. App. 11. This brought the total grants to the Zuckerberg 5 to \$6,324,567.00. *Id.* Each of the Zuckerberg 5, expressly or impliedly, accepted the large grant money. For example, sometime in July 2020 the City of Madison accepted \$1,271,788 by vote of Common Council. App. 605.

Concurrently with CTCL’s plans to provide the Zuckerberg 5 with \$6,324,567.00 in grant money, CTCL agents began to inform the Zuckerberg 5 of the conditions and the consideration for that grant money. App. 588-601. In other words, the grants were not for purely altruistic purposes as “strings” were clearly attached. On July 10, 2020, Ms. Selkove started contacting each of the Zuckerberg 5 to let them know Tiana Epps-Johnson would contact them to start introducing the Zuckerberg 5 to CTCL’s “partners.” App. 463-464. “Tiana and her team have arranged for extensive expert technical assistance from fantastic and knowledgeable partners across the country, to help each City implement our parts of the Plan.” *Id.* Tiana will send a “draft grant agreement” for the city’s review and “approval on Monday.” *Id.* It was assumed that each City would vote to accept the money, and the terms of the agreement were not important. *Id.*

On July 10, 2020, Ms. Selkove sent an email to Celestine Jeffreys and copied Tiana Epps-Johnson, stating that Green Bay should work with CTCL, along with several of the other largest Wisconsin cities, to “implement our parts of the Plan,” and to allow the City of Green Bay to “understand the resources she’s [Tiana Epps-Johnson of CTCL] bringing to each of our Cities [the “cities” of Milwaukee, Racine, Madison, Kenosha and hopefully Green Bay] to successfully and quickly implement the components of our Plan.” App. 261-262. By approximately July 24, 2020, each of the Zuckerberg 5 had agreed to contracts with CTCL, along with the conditions, rules, and regulations CTCL attached to the grants.

App. 32-33 (Green Bay), 3-5 (Racine), 371-373 (Kenosha), 392-401 (Milwaukee), 406-410 (Madison).

5. The Grant Agreements and the WSVP Between CTCL and the Zuckerberg 5 Contain Conditions Regarding the City Facilitating Increased In-Person and Absentee Voting.

In addition to being informed that the Zuckerberg 5 should work with CTCL’s “partners,” the grant agreement contained express conditions that each of the Zuckerberg 5 had to follow in order to receive and keep the grant funds. *Id.* The grant agreement incorporated the WSVP and its provisions:

The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in the City of _____ in accordance with the Wisconsin Safe Voting Plan 2020.

Id. The consideration for the second contract heavily implied that the Zuckerberg 5 were to use CTCL’s “partners” for election administration. By the time the second contracts and grants came to be issued, the Zuckerberg 5 were deeply embedded in election administration, especially in Green Bay and Milwaukee. Michael Spitzer Rubenstein was listed as a “CTCL grant mentor” who was directing election administration in Green Bay. The contracts for the Zuckerberg 5 required the cities to report to CTCL its spending, not make changes to their spending, or pay the grant money back to CTCL. *Id.*

Specifically, the conditions in the second contract included:

- a. The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in the City of _____ in accordance with the Wisconsin Safe Voting Plan 2020.
- b. Requiring each city or county receiving the funds to report back to CTCL by January 31, 2021 regarding the moneys used to conduct federal elections;

- c. The City of _____ shall not reduce or otherwise modify planned municipal spending on 2020 elections, including the budget of the City Clerk of _____ ('the Clerk') or fail to appropriate or provide previously budgeted funds to the Clerk for the term of this grant. Any amount reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
- d. The City of _____ shall not use any part of this grant to give a grant to another organization unless CTCL agrees to the specific sub-recipient in advance, in writing.

App. 588-589 (Milwaukee), 591-592 (Madison), 595-596 (Kenosha), 598-599 (Green Bay), 3-4 (Racine). CTCL provided a grant tracking form to the Zuckerberg 5 to keep track of their expenditures, which they would later have to report to CTCL. App. 609.

Thus, the text of the grant document provides the conditions clearly: the grant funds had to be used for “planning and operationalizing ... election administration.” App. 3-4, 588-589, 591-592, 595-596, 598-599. The Zuckerberg 5 had to “report back to CTCL by January 31, 2021” regarding the moneys they used. Any moneys used “in contravention” of the grant agreement would have to be “repaid to CTCL” up to the whole amount of the grant. *Id.* The Zuckerberg 5 were not allowed to pay any part of the grant money to another organization “unless CTCL agrees ... in advance, in writing.” *Id.*

The Zuckerberg 5 have admitted that these were “conditions” and that generally the money from CTCL was “conditional.” To underscore the conditions on the grant money, on July 24, 2020, Dennis Granadas of CTCL wrote Celestine Jeffreys of Green Bay:

Please find attached the revised grant agreement for review and signature. Please note that we made a few edits to clean up language, but this did not change the substance of the agreement, unless an update was requested. If you have any concerns please let me know. In addition, we also updated Section 7 for clarity to the following (changes highlighted in bold): “**The City of Green Bay shall not reduce** or otherwise modify planned municipal spending on 2020 elections, including the budget of the City Clerk of Green

Bay (‘the Clerk’) or fail to appropriate or provide previously budgeted funds to the Clerk for the term of this grant. Any amount reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.” I look forward to receiving the signed agreement. Please let me know if you have any questions/concerns. Have a great weekend.

App. 611 (emphasis added).

These provisions requiring repayment of the grant moneys are referred to as “claw-back” provisions and require the Zuckerberg 5 to return the moneys to CTCL, if CTCL disagreed with how the Zuckerberg 5 spent the money and conducted their 2020 elections. App. 4, 589, 592, 596, 599. After the election in November 2020, CTCL demanded that the Zuckerberg 5 submit forms to CTCL to prove they complied with the grant conditions by January 31, 2021. App. 609. These conditions, including the WSVP provisions to facilitate increased in-person and absentee voting in each participating city, were not merely “boilerplate” provisions. Instead, CTCL intended to, and did, enforce its contractual requirements on the Zuckerberg 5. *Id.*

6. The Grant Agreements and the WSVP Between CTCL and the Zuckerberg 5 Contain Conditions Requiring Participant Cities to Place CTCL-Funded Absentee Ballot Drop Boxes in Targeted Neighborhoods, Even Though Absentee Ballot Drop Boxes Are Unlawful in Wisconsin.

The WSVP and CTCL’s grant acceptance letter incorporated the agreement where the cities agreed to take CTCL’s private money to purchase and place absentee drop boxes in targeted neighborhoods. App. 10, 16-17. The WSVP provided Green Bay \$50,000, Kenosha \$40,000, Madison \$50,000, Milwaukee \$58,500, and Racine \$18,000 for absentee ballot drop boxes. App. 17. The WSVP provided at total of \$216,500 for absentee ballot drop boxes in the Zuckerberg 5. App. 17. The use of absentee ballot drop boxes, outside

of narrow exceptions, has been successfully challenged as being a violation of Wisconsin law.

In a case in the Wisconsin Circuit Court for Waukesha County, the plaintiffs sued the WEC to challenge 2020 guidance memos that the WEC issued to municipal clerks. Complaint, *Teigen v. Wisconsin Elections Commission*, No. 21-CV-958 (Wis. Cir. Ct. for Waukesha Cnty. June 28, 2021) (under review by the Wisconsin Supreme Court), available at App. 649-660. In particular, the plaintiffs challenged a memorandum that purported to authorize unstaffed ballot drop boxes:

Despite this requirement in the statutes [i.e., the requirement that an absentee ballot either be returned by mail or be returned by the voter “in person, to the municipal clerk.” Wis. Stat. § 6.87(4)(b)1], WEC Commissioners sent a memo to municipal clerks dated August 19, 2020, (the “August 2020 WEC Memo”) stating that absentee ballots do not need to be mailed by the voter or delivered by the voter, in person, to the municipal clerk but instead could be dropped into a drop box *and that the ballot drop boxes could be unstaffed*, temporary, or permanent. (A true and correct copy of the August 2020 WEC Memo is attached hereto as Exhibit B.)

Id. ¶ 10, available at App. 651 (emphasis added).

The Waukesha County Circuit Court granted summary judgment to the plaintiffs and declared the use of ballot drop boxes, outside of narrow exceptions, to be inconsistent with Wisconsin law:

For the reasons set forth by the Court on the record at the January 13, 2022 hearing, the Court hereby declares that WEC’s interpretation of state statutes in the Memos is inconsistent with state law, to the extent they conflict with the following: (1) an elector must personally mail or deliver his or her own absentee ballot, except where the law explicitly authorizes an agent to act on an elector’s behalf, (2) the only lawful methods for casting an absentee ballot pursuant to Wis. Stat. § 6.87(4)(b)1. are for the elector to place the envelope containing the ballot in the mail or for the elector to deliver the ballot in person to the municipal clerk, (3) *the use of drop boxes, as described in the Memos, is not permitted under Wisconsin law unless the drop box is staffed*

by the clerk and located at the office of the clerk or a properly designated alternate site under Wis. Stat. § 6.855.

Order Granting Summary Judgment for Plaintiffs, *Teigen v. Wisconsin Elections Commission*, No. 21-CV-958 (Wis. Cir. Ct. for Waukesha Cnty. January 20, 2020), available at App. 66 (emphasis added). The Zuckerberg 5’s privately funded absentee ballot drop boxes in the 2020 election were legally unauthorized under Wisconsin law. This makes the Zuckerberg 5 and CTCL’s agreement for CTCL-funded purchase and placement of absentee ballot drop boxes a void contract provision as against state law and public policy.

7. Other Entities Have Reported About CTCL’s Selective Funding to the Zuckerberg 5.

It is important to note that two non-profit corporations have analyzed the Zuckerberg 5’s acceptance and use of the CTCL moneys and published analytical reports in 2021. App. 488-512. Both reports are consistent with our conclusions here. *Id. First*, the Wisconsin Institute for Law & Liberty (WILL) in a June 9, 2021, report titled “Finger on the Scale: Examining Private Funding of Elections in Wisconsin.” That report had the following “key takeaways:”

1. WILL received records from 196 communities that received a total \$10.3 million in funding from CTCL. These grants ranged from a high of \$3.4 million for the City of Milwaukee to \$2,212 for the Town of Mountain in Oconto County.
2. The largest five cities in the state (Milwaukee, Madison, Green Bay, Kenosha, and Racine) received nearly 86% of all CTCL grant funds in Wisconsin.
3. While most small towns used CTCL resources for voting equipment

and COVID-related equipment, Milwaukee, Green Bay, and Madison spent close to or above \$100,000 on ostensibly “non-partisan” voter education efforts.

4. Areas of the state that received grants saw statistically significant increases in turnout for Democrats. Increases in turnout were not seen for Donald Trump.
5. This WILL report highlights the inequitable distribution of private resources that came into the state during the 2020 election. Reforms that are designed to ensure that any grant money is distributed in a per capita manner across the state will go a long way in increasing faith that our elections are being conducted in an open and honest manner.

App. 491.

The WILL report also calculated the CTCL funding per 2016 voter in Wisconsin’s ten largest cities. It showed a huge amount of CTCL funding went to the Zuckerberg 5 per voter and in total showed only a small amount of CTCL funding went to the Wisconsin cities which were not among the Zuckerberg 5:

<u>Municipality</u>	<u>CTCL Funding Per 2016 Voter</u>	<u>Total CTCL Grant Amount</u>
Milwaukee*	\$13.82	\$3,409,500
Madison*	\$8.30	\$1,271,788
Green Bay*	\$36.00	\$1,600,000
Kenosha*	\$20.94	\$862,799
Racine*	\$53.41	\$1,699,100
Appleton	\$0.51	\$18,330
Waukesha	\$1.18	\$42,100

Eau Claire	\$2.01	\$71,000
Oshkosh	\$0.00	\$0.00
Janesville	\$6.11	\$183,292

App. 500 (“ * ” denotes a Zuckerberg 5 City).

Notably, the WILL Report concluded that the CTCL funding affected Wisconsin’s 2020 election outcomes in favor of candidate Biden over then-President Trump by at least 8,000 votes:

For candidate Biden there was a statistically significant increase in turnout in cities that received CTCL grants. In those cities, candidate Biden received approximately 41 more votes on average. While the coefficient was also positive for then-President Trump, it did not reach traditional levels of statistical significance. This means that we cannot say that turnout for Republicans in CTCL receiving areas was any different than it would have been without the grants. Given the number of municipalities in the state that received grants, this is a potential electoral impact of more than 8,000 votes in the direction of candidate Biden.

App. 503.

Second, the Foundation for Government Accountability (FGA) in a June 14, 2021 report titled “How Zuckerbucks Infiltrated the Wisconsin Election” made five key findings:

1. More than 200 Wisconsin jurisdictions received “Zuckerbucks” for the 2020 election, totaling more than \$9 million;
2. Nearly \$3.5 million was funneled into the City of Milwaukee via two grants;
3. Green Bay spent only 0.8 percent of funds on personal protective equipment—instead purchasing two new 2020 Ford 550s and paying a public relations firm nearly \$150,000 for voter outreach;

4. A representative of CTCL had behind-the-scenes access to election administration in Green Bay and Milwaukee; and,
5. A former staff member for Governor Evers worked for the grantor to coordinate grant applications in Eau Claire.

App. 508. The FGS report contends that “Wisconsin can—and should—prohibit local jurisdictions from accepting private money for election administration.” *Id.* The relative funding levels for personal protective equipment also gives the lie to a claim that the extraordinary injection of “Zuckerbucks” into this election was necessitated by or intended primarily to ensure the election did not worsen the public health as opposed to influencing voting patterns.

The Zuckerberg 5 Agreed to the Wisconsin Safe Voting Plan Which Contains Geographic and Demographic Classifications to Increase In-person Voting and Absentee Voting for Targeted Areas and Groups—the Kinds of Efforts Typically Associated with Campaigning.

According to the CTCL website, CTCL is not “a grantmaking organization” in “normal years.”^[6] The WSVP contains provisions to increase in-person voting and absentee voting for targeted areas and groups. These groups met particular demographic criteria, which not-coincidentally, matched that of the Biden-voter profile. App. 7-27. Typically, candidates and campaigns, not cities, engage in get-out-the-vote efforts targeting areas and groups; CTCL provided the Zuckerberg 5 about \$8.8 million to carry out the WSVP provisions. App. 493.

The following WSVP provisions are geographic and demographic classifications designed not for safe voting during COVID but to increase in-person voting for targeted

areas and groups, increase absentee voting for targeted areas and groups, or both. App. 7-27. Additionally, these provisions are privately funded and disfavor Wisconsinites outside of the Zuckerberg 5. *Id.*

1. “[T]o be intentional and strategic in reaching our historically disenfranchised residents and communities”

On page one, the WSVP requires the Zuckerberg 5 to “be intentional and strategic in reaching our historically disenfranchised residents and communities; and, above all, ensure the right to vote in our dense and diverse communities” within the Zuckerberg 5. App. 7. This election administration provision, promoting in-person voting and absentee voting, is privately funded, disfavors Wisconsinites outside the Zuckerberg 5, and favors black and minority voters as opposed to the rest of the residents and communities within the Zuckerberg 5. *Id.*

2. “[E]ncourage and increase ... in-person” and “absentee voting by mail and early” voting

On pages 5 and 6, the Zuckerberg Plan states that about one-half of the grant money will be used by the Zuckerberg 5 to “encourage and increase ... in-person” voting and “dramatically expand strategic voter education & outreach efforts”—“particularly to historically disenfranchised residents” within the Zuckerberg 5. App. 11-12. The remainder was slated to be used to encourage and increase absentee voting by mail and early voting” and “dramatically expand strategic voter education & outreach efforts”—“particularly to historically disenfranchised residents” as opposed to the rest of the residents and communities within the Zuckerberg 5. *Id.*; App. 11-12.

Goal	Green Bay	Kenosha	Madison	Milwaukee	Racine	Totals
Encourage and Increase Absentee Voting By Mail and Early, In-Person	\$277,000	\$455,239	\$548,500	\$998,500	\$293,600	\$2,572,839
Dramatically Expand Strategic Voter Education & Outreach Efforts	\$215,000	\$58,000	\$175,000	\$280,000	\$337,000	\$1,065,000
Totals:	\$1,093,400	\$862,779	\$1,271,788	\$2,154,500	\$942,100	\$6,324,567

One way the Zuckerberg 5 were to accomplish this feat was through a specific and targeted campaign directed at black and minority voters.

3. “Dramatically Expand Voter & Community Education & Outreach, Particularly to Historically Disenfranchised Residents”

On page fifteen, the WSVP calls for the cities to specifically target “[h]istorically [d]isenfranchised [r]esidents” within the Zuckerberg 5. The WSVP and CTCL defined “historically disenfranchised voters” to mean:

All five municipalities expressed strong and clear needs for resources to conduct voter outreach and education to their communities, with a particular emphasis on reaching **voters of color, low-income voters without reliable access to internet, voters with disabilities, and voters whose primary language is not English.**

App. 21 (emphasis added). Each of the Zuckerberg 5 had their own plans to “target” certain residents and communities for higher in-person voter turnout.

Green Bay wanted private grant funds to “be distributed in partnership with key community organizations including churches, educational institutions, and organizations serving African immigrants, “LatinX” residents, and African Americans.” App. 21-22. Green Bay wanted to reach out to the Hmong, Somali and Spanish-communities with targeted mail, geo-fencing, posters (billboards), radio, television and streaming PSAs, digital advertising, automated calls and automated texts, [sic] as well as voter-navigators. App. 544. Green Bay’s goal was to increase voter participation in these select, race-based groups by 25% for the November 2020 elections. *Id.* Green Bay’s privately funded get-out-the-vote effort did not include electors who did not live in Green Bay or electors in Green Bay who were not members of preferred racial groups.

In Kenosha, grant funds would be used “for social media advertising, including on online media like Hulu, Spotify, and Pandora (\$10,000), targeted radio and print advertising (\$6,000), and large graphic posters (\$3,000) to display in low-income neighborhoods, on City buses, and at bus stations, and at libraries (\$5000).” App. 22. Kenosha’s privately funded get-out-the-vote effort did not include electors who did not live in Kenosha or electors in Kenosha who did not live in low-income neighborhoods. *Id.*

In Madison, private funds would support partnering “with community organizations and run ads on local Spanish-language radio, in the Spanish-language newspapers, on local hip hop radio stations, in African American-focused printed publications, and in online publications run by and for our communities of color (advertising total \$100,000).” App. 22. Madison’s privately funded get-out-the-vote effort did not include electors who did not live in Madison, were not Spanish-speaking, did not listen to hip hop radio stations, read

African American-focused printed publications, or online publications run by and for Madison’s preferred racial groups. *Id.*

Milwaukee stated that it intended to use these private funds to “get-out-the-vote” based on race, criminal status, and harnessing “current protests” related to the Black Lives Matter movement. App. 571. The City used the private funds to support a “communications effort [that] would focus on appealing to a variety of communities within Milwaukee, including historically underrepresented communities such as LatinX and African Americans, and would include a specific focus on the re-enfranchisement of voters who are no longer on probation or parole for a felony.” App. 22-23. Milwaukee’s privately funded get-out-the-vote efforts did not include electors who did not live in Milwaukee or electors who are not members of preferred racial groupings. *Id.*

In Racine, the private funds supported renting “billboards in key parts of the City (\$5,000) to place messages in Spanish to reach Spanish-speaking voters” and “targeted outreach aimed at City residents with criminal records to encourage them to see if they are not eligible to vote.” App. 23. Racine’s privately funded get-out-the-vote efforts did not include either electors who did not live in Racine or electors who were not Spanish-speaking. *Id.*

Additionally, in Racine, private funds were to be used “to purchase a Mobile Voting Precinct so the City can travel around the City to community centers and strategically chosen partner locations and enable people to vote in this accessible (ADA-compliant), secure, and completely portable polling booth on wheels, an investment that the City will be able to use for years to come.” *Id.* This privately funded get-out-the-vote effort excluded

electors who did not live in Racine and those who did not live near “strategically chosen partner locations.” *Id.*

Individually and collectively, these privately funded election administration provisions promoting in-person voting classifications disfavor Wisconsinites outside the Zuckerberg 5 and favor only selectively defined minorities. App. 21-23.

4. WSVP’s “Absentee Voting” provisions.

On page four, the WSVP requires the Zuckerberg 5 to take specific actions with early voting:

Absentee Voting (By Mail and Early, In-Person)

1. Provide assistance to help voters comply with absentee ballot requests & certification requirements;
2. Utilize secure drop-boxes to facilitate return of absentee ballots;
3. Deploy additional staff and/or technology improvements to expedite & improve accuracy of absentee ballot processing; and,
4. Expand In-Person Early Voting (Including Curbside Voting)

App. 10. This election administration provision, promoting absentee voting, is privately funded and disfavors Wisconsinites outside of the Zuckerberg 5. Only electors in the Zuckerberg 5 benefit from the “assistance,” “drop-boxes,” “improvement,” and increased “early voting.” *Id.*

5. “Provide assistance to help voters comply with absentee ballot request & certification requirements”

On pages nine and ten, the WSVP requires that the Zuckerberg 5, “[p]rovide assistance to help voters comply with absentee ballot request & [sic] certification requirements.” App. 15-16. None of the private funding in this regard would benefit residents outside the Zuckerberg 5. *Id.* Instead, it targeted only the “Biden profile voter.”

In Green Bay, the City would use the private money to fund bilingual LTE “voter navigators” to help Green Bay residents properly upload a valid photo ID, complete their ballots, comply with certification requirements, offer witness signatures, and assist voters prior to the elections. App. 15. Green Bay would also utilize the private funds to pay for social media and local print and radio advertising to educate and direct Green Bay voters so they could upload photo IDs and request and complete absentee ballots. *Id.* In Kenosha, the City would use the private money to have Clerk’s staff train Kenosha library staff on how to help Kenosha residents request and complete absentee ballots. *Id.*

6. “Utilize Secure Drop-Boxes to Facilitate Return of Absentee Ballots”

On pages ten and eleven, the WSVP requires the Zuckerberg 5 to establish and use ballot drop boxes. App. 16-17. In Green Bay, the City intended to use private money to add ballot drop-boxes, at a minimum, at the transit center and two fire stations. *Id.* at 16. This was in addition to the one already in use at City Hall. *Id.* Green Bay intended to possibly use the drop boxes at its libraries, police community buildings, major grocery stores, gas stations, the University of Wisconsin Green Bay, and Northern Wisconsin Technical College. *Id.*

In Kenosha, the City intended to use the private money to install four additional internal security boxes at Kenosha libraries and the Kenosha Water Utility to provide easy access to each side of the City to ballot drop-boxes. *Id.* at 16. Madison intended to use the private money to place and maintain one secure drop box for every 15,000 voters, or twelve drop boxes total, and to provide a potential absentee ballot witness at each drop box. *Id.* at 16. Milwaukee intended to use the private money to install secure 24-hour drop boxes at all thirteen of its public library branches, while Racine intended to use the private money to have three additional drop boxes to be installed at key locations around the city. *Id.* at 16–17.

7. “Expand In-Person Early Voting (Including Curbside Voting)”

On pages twelve through fourteen, the WSVP set out the plan to expand in-person absentee voting. App. 18-20. Green Bay used private money to expand and establish at least three EIPEV sites in trusted locations, ideally on the east (potentially UWGB) and west sides (potentially NWTC or an Oneida Nation facility) of the City, as well as at City Hall. *Id.* at 18. The city also used the private money to print additional ballots, signage, and materials to have available at these early voting sites. *Id.* Kenosha used private money to offer early drive-thru voting on City Hall property and for staffing for drive-thru early voting. *Id.*

In Madison, the City intended to use private money to provide eighteen in-person absentee voting locations for the two weeks leading up to the August election and for the four weeks leading up to the November election. *Id.* The City purchased and utilized tents for the curbside voting locations in order to protect the ballots, staff, and equipment from getting wet or damaged. Additionally, it purchased and utilized large feather flags to identify the curbside voting sites. *Id.*

Milwaukee also used private money to set up three in-person early voting locations for two weeks prior to the August election and fifteen in-person early voting locations and one drive-thru location. *Id.* at 18-19. Racine used private money to offer a total of three EIPAV satellite locations for one week prior to the August election as well as offering a curbside in-person early voting option. *Id.* at 19. For the November election, Racine intended to use private money to offer EIPAV at four satellite locations two weeks prior to the election and at the Clerk's office six weeks prior. *Id.*

Chapter 2

The Motive for These Grants Was Impermissible and Partisan Get – Out-the-Vote Effort (GOTV)

While it is clear that the statute prohibiting election bribery was violated, the reader may be asking (to put it simply): “*So what? Aren’t we told all the time that voting is a good thing and that we should encourage more people to vote? Isn’t that what American democracy is all about? Why should we care if outside groups came in and used their financial resources to get more people to vote? Isn’t it just sour grapes to allege that this effort to “fortify” the election crossed over into bribery?*”

These questions, and others like it, have been presented to the Wisconsin public by the outside groups who came here and by their advocates in the press and elsewhere as a sort of prophylactic defense of the entire bribery scheme. The outside groups know that their questions act as a potent offensive weapon used to discourage the kind of public scrutiny this Report reflects. This is so because anyone who asks critical questions will immediately be put back on their heels: “Tell us why you don’t want more people to vote. What do you have against more *people of color* voting in our elections—are you *racist?*” For the record, all those concerned with this Report are, all things being equal, in favor of more people voting and no one has considered race as a factor one way or the other except to the extent necessary to determine the partisan motives of the private groups who designed and implemented this scheme and who are now cynically and hypocritically

deploying the charge of racism in an attempt to shield their misconduct from the light of day.

The scheme designed and implemented by Zuckerberg's CTCL had its origins in a man named David Plouffe. Plouffe's political track record and savvy were likely taken into account by Mark Zuckerberg and his wife Pricilla when they hired David Plouffe to run their political operation-- the [Pricilla] Chan [and Mark] Zuckerberg Initiative— for the purpose of electing Joe Biden president and defeating then-President Trump.

Writing about President-elect Trump's first public appearance after his 2016 presidential victory, Plouffe had this to say: "It's not that we were simply horrified by the reality show performer and his grifter family appearing on stage as America's next first family—though what a horrifying sight it was." (p. xiii) Writing his book in late summer of 2019, Plouffe tells the reader he does not care who the Democratic nominee will be because it does not matter: the goal for everybody should be to defeat President Trump. And Plouffe knew just how to do it: "**We'll do it through turnout**—growing the overall number of people who walk the walk and actually cast votes. Democracy isn't a metaphor or a game. This year especially it's a deadly serious test." (p. xiv (emphasis added))

Turnout, otherwise known as "getting out the vote," (GOTV) has before 2020 been an exclusively partisan phrase (CITE) used by partisan campaigns to (1) identify; (2) locate; (3) inform; (4) persuade; and, (5) facilitate increasing the number of votes for the candidate that *they favor*. The same is true of efforts to get their ballots into the hands of

a “voter navigator,” or ballot harvester, or into a drop box (another concept largely unknown prior to November 2020).

The Zuckerberg-funded CTCL/ Zuckerberg 5 scheme would prove to be an effective way to accomplish the partisan effort to “turnout” their desired voters and it was done with the active support of the very people and the governmental institution (WEC) that were supposed to be guarding the Wisconsin elections administrative process from the partisan activities they facilitated.

Chapter 3

Government Oversight Has Been Obstructed by Governmental and Outside Corporate Collusion

WEC and the State Attorney General have failed to cooperate with this investigation. In fact, WEC and the State Attorney General each have actively resisted and obstructed the investigation's search for the truth. Wisconsin law requires that actions taken by WEC be accomplished by a majority vote, at a publicly noticed meeting. Wis. Stat. 5.05 (1e); Wis. Stat. § 5.05(5s)(a). Yet WEC, aided by the State Attorney General, has impeded this investigation through obstructive litigation carried on without any record of an approval by the majority of the Commission at a public meeting of the Commission.

These actions of WEC continue a pattern of misconduct by the agency that rose to new heights during the 2020 election cycle, in which new election related policies were spread throughout the state (such as the expanded use of unlawful "drop boxes" and the fraudulent use of the "indefinitely confined" status) without having been approved by either the administrative rule-making process, ensuring that changes in law are vetted in properly noticed public meetings, or by receiving a majority vote of the Commission.

Following initial compliance with the valid Assembly subpoenas, the OSC subsequently faced numerous dilatory actions constituting obstruction of this investigation.

Such actions include:

1. Instructions by the Governor to governmental actors not to comply with Legislative oversight;

2. Frivolous and subsequently dismissed ethics complaints against OSC staff;
3. Voluminous open record requests by outside, dark money nonprofits;
4. Free, dark money attorneys provided to various governmental actors;
5. Private investigators looking into the private lives of OSC staff, and outside hacks of devices;
6. Coordinated media campaigns against Legislative oversight and the OSC;
7. Intervention in lawsuits by the Attorney General on behalf of individuals and adverse to the mission of his Office; and,
8. Withholding and destruction of evidence, often poorly justified by claimed contractual obligations with commercial vendors, placing private business ahead of the public interest.

Chapter 4

This Collusion and Entanglement Also Caused a Host of Questionable Actions by the Zuckerberg 5

Wisconsin engaged private companies in election administration in unlawful ways for the 2020 Presidential election.

1. Wisconsin law and WEC's 250-page Election Administration Manual for Wisconsin Municipal Clerks do not legally authorize CTCL and its "partners" to participate in Zuckerberg 5's election administration.
2. WEC's WisVote security policies do not legally authorize the Zuckerberg 5 election officials to share WisVote data with CTCL and its partners.
3. The security of WisVote FIDO Keys required by WEC for WisVote access is unacceptable and an invitation to fraud as the ability to properly track all of the access points and personnel is a key feature required to maintain voting integrity.
4. CTCL pushed onto the Zuckerberg 5 the CTCL "partners" who would unlawfully administer aspects of the election.
5. The projects that CTCL's partners promoted had nothing to do with Covid-19 safety.
6. After the Zuckerberg 5 agreed to the large grants, and CTCL convinced the Zuckerberg 5 to utilize CTCL's "partners," CTCL sought to unlawfully embed those "partners" into the Zuckerberg 5's election administration.
7. Given a blank check to run the election, CTCL and its "partners" took full advantage of the opportunity to administer the election in at least one of the Zuckerberg 5.
8. The "private corporate partners" were from out of state, and not necessarily knowledgeable about Wisconsin election law, or concerned about it.

9. Safe voting was a pretext—the real reason for CTCL’s WSVP grants was to facilitate increased in-person and absentee voting in specific targeted areas inside the Zuckerberg 5.
10. The Zuckerberg 5 became beholden to CTCL as a result of the WSVP’s private funding and the WSVP’s provisions.
11. The Zuckerberg 5 ceded administrative control over the election to CTCL and its private partners, including WisVote data sharing, so they could collectively facilitate increased in-person and absentee voting in the 2020 election.

1. Wisconsin Law and WEC’s 250-Page Election Administration Manual for Wisconsin Municipal Clerks Cannot Legally Authorize CTCL and Its “Partners” to Participate in Zuckerberg 5’s Election Administration.

Wisconsin’s municipal clerks are provided training on administering elections, including being provided WEC’s 250-page Election Administration Manual for Wisconsin Municipal Clerks. This Manual also illustrates why the WSVP, CTCL and its “partners” participating in the Zuckerberg 5’s election administration for the 2020 Presidential Election was not legally authorized.

According to the Manual, “The municipal clerk’s election duties include, but are not limited to, supervision of elections and voter registration in the municipality, equipping polling places, purchasing and maintaining election equipment, preparing ballots and notices, and conducting and tracking the training of other election officials.”

The Manual reserves those duties to municipal clerks, and nowhere does it authorize CTCL and its “partners,” to engage in Zuckerberg 5’s election administration. We also have seen no evidence that personnel from CTCL or its partners were trained in Wisconsin election law, as is required of the municipal clerks.

2. WEC's WisVote Security Policies Do Not Legally Authorize the Zuckerberg 5 Election Officials to Share WisVote Data with CTCL and Its Partners.

WEC's policies on WisVote security are written so that municipal clerks do not work hand-in-hand with private companies to administer the elections. So, the Zuckerberg 5's municipal clerks jeopardized WisVote security when data sharing with CTCL and its partners.

The WisVote system is the Statewide Voter Registration System (SVRS) that originated in 2006 and provided key tools for the former State Elections Board to carry out its critical election business practices. In early 2016, SVRS was replaced by WisVote, which reportedly improved usability and functionality and lowered costs.

Three fundamental goals served as the strategic vision for the WisVote system: improved usability for clerks, reduced costs, and creating a stable and supportable system.

WisVote is not simply a voter registration list, but a full elections administration package. The system is accessed by more than 1,600 users in 700 separate locations across the State. Users connect to the system using the internet. Some locations in Wisconsin do not have high-speed internet access available, in which case, the municipal clerk relies on another clerk (usually the county clerk) to perform data entry functions. The system includes several confidential fields, including driver license numbers, dates of birth, partial social security numbers and voters who are under a protective order, which must be protected by statute.

There are four security to gain access to the WisVote system:

1. User must have a viable computer that can access the internet. That computer must have a “Fast Identity Online” (FIDO) user authentication key applet downloaded to the system
2. User must have an assigned User Name
3. User must have an assigned password
4. User must possess a WEC issued FIDO Key

WEC controls the username and password access.

There are four levels of access to the WisVote system:

1. Clerk: this access certification was developed to train new staff in the complete WisVote system application. This access level allows users to perform all WisVote functions, including printing poll books, mapping, and other election administration duties.
2. Data Entry: this access certification was developed to train new staff to enter voter registration applications, update voter status, and record voter participation. This access level will not allow users to merge voters, print poll books, or perform other election administration duties unless the user completes the full WisVote system training.
3. WEDC Entry: this role does not require additional WisVote training other than the WisVote Introduction tutorials and the Security Series videos; however, the clerk, or authorized designee, must still submit the Request to Add Authorized Users form to ensure users receive the correct WisVote permissions. These users can view municipal data and Election Reconciliation information, but only have the ability to modify or edit Inspectors’ Statement and EDR Postcard data.
4. Read Only: this role does not require any additional WisVote training other than the WisVote Introduction tutorials and the Security Series videos; however, the clerk, or authorized designee, must still submit the Request to Add Authorized Users form to ensure users receive the correct WisVote permissions. These users can view municipal data, but will not have the ability to add, delete, or modify data in WisVote.

WEC's WisVote security rules do not contemplate or authorize non-governmental outside parties receiving WisVote data shared by Zuckerberg 5's election officials.

Further, WEC's rules provide a specific process to obtain access to WisVote data:

To obtain access to WisVote, the clerk, or authorized designee, will complete the following process:

- 1) Email a completed and signed copy of the Request to Add Authorized Users in The Learning Center (TLC) to Elections Help Desk (elections@wi.gov). Identify the role type for each user identified on the form. There are four user access levels in WisVote from which to choose:
- 2) Upon receipt of the completed Request to Add Authorized Users in TLC form, the Elections Help Desk will create and issue a login and password for the user to obtain access to TLC website to allow for the new users to complete the following training:
 - a. Securing WisVote: this is a series of electronic learning modules located under the Election Security Awareness tile in TLC. All WisVote users are required to complete this training regardless of their access level (please also note that this specific training may also be made available and accessed by individuals identified by the clerk, or an authorized designee, who do not require WisVote access and still wish to participate in this cybersecurity educational opportunity—indicate Requested WisVote Access Level as “Not Applicable” on the Request to Add Authorized Users in TLC form); *AND* The training associated with the access levels listed above, if applicable.
- 3) Once new users complete the Securing WisVote training series *AND* all required training related to their WisVote Access Level, if applicable, an email shall be sent to the Elections Help Desk (elections@wi.gov). The email should state that the Securing WisVote series was completed and should also contain the appropriate Access Certification document (also found on this page), as an attachment. Upon receipt, WEC staff will issue a WisVote username and password.
- 4) When logging into WisVote for the first time, new users will see the WisVote User Agreement and the WisVote Confidentiality Agreement, in electronic

format. To acknowledge and accept the terms of these agreements, the user will click the “I agree” button when prompted with each agreement.

CTCL and its partners did not follow this process and yet obtained WisVote data from Zuckerberg 5’s election officials. By contrast, the public receives WisVote only as WEC updates the information and for a charge of \$12,500 for a daily snapshot of statewide data. Accordingly, under Wisconsin Elections Commission’s security policies, CTCL’s and its partners were allowed to access to WisVote in this way, opening the system up to unauthorized uses by unauthorized users. The Zuckerberg 5’s WisVote data sharing with CTCL and its partners was thus unlawful.

5. The Security of WisVote FIDO Keys Required by WEC for Wisvote Access Is Unacceptable.

The security of WisVote FIDO Keys, required by WEC for WisVote security is unacceptable. Under WEC’s policies for a multi-factor authentication, three things are needed for WisVote access: login in name; password; and FIDO Key. The FIDO Key is contained in a flash drive that is inserted into a personal computer.

In 2018, WEC mass-issued FIDO Keys across the State to counties and municipalities. The instructions received from WEC to the key recipients were unclear as to security protocols. For example, one county indicated they had requested 2 FIDO Keys and they received 15 keys. When the clerk received the 15 keys, she called WEC and asked, “what should I do with the additional 13 keys you sent that I didn’t request?” WEC said, “hold on to them just in case you need another or one breaks.” One would think that at the time these FIDO Keys were issued, WEC would have a master record of custody as

to how many FIDO Keys had been shipped. If that was the case, WEC cannot apparently find it now.

In mid-September 2021, an open records request was sent to the WEC requesting the total number of FIDO Keys that had been issued by WEC to the various counties and municipalities across the State. The request also asked for a list of individuals to whom the keys were issued. WEC initially issued a copy of a 2020 list of FIDO Key users. Knowing this list changes monthly, a second request was made to determine how many of those users had changed. The 2020 list listed 3,137 FIDO Key users across the State. Of that list, 404 active users had been disabled leaving a balance of 2,733 active users. The updated list indicated that 205 active users had been added two weeks later and accounted for a total of 2,938 keys. Of those 2,938 active keys, 1,929, or 66% were issued with clerk access.

WEC apparently does not know how many FIDO Keys they have actually issued because individual county or municipal clerks have FIDO Keys that were not assigned or listed on WEC's list. For example, WEC issued a total of 36 FIDO Keys to the Fond du Lac County Clerk, who issued 12 keys to various municipalities and still has 24 in her possession. In contrast, WEC's list confirms 12 keys that were issued without accounting for the 24 keys that remain in the Clerk's possession. WEC's records similarly reflect two of the 15 FIDO Keys that WEC issued to the Kewaunee County Clerk and that the Clerk then issued, but they fail to reflect the other 13 FIDO Keys that WEC issued to the Clerk that remain in the Clerk's filing cabinet. Our investigation repeatedly found that counties

and municipalities have more keys than WEC can account for. Yet, the FIDO Keys are supposed to be a major part of WEC's security policy for WisVote data.

There does not seem to be a meaningful pattern as to how FIDO Keys are used to counties or municipalities. For example, as mentioned in the previous paragraphs, clerks have different methods of distributing the keys that they receive from WEC. Some clerks manage their municipality or county WisVote data entry very carefully. For example, the Kewaunee County Clerk only allows 2 people to make entries or adjustments in the WisVote system. Fond du Lac County allows 12 people in the entire County to enter data or make changes to the data. A close look at the Zuckerberg 5 cities of Madison, Milwaukee, Kenosha, Green Bay and Racine shows a remarkable array of differences in how the FIDO Keys are issued and ultimately used.

There is no known explanation as to why there is such diversity of FIDO Key distribution and accountability in the different cities. The chart below lists the Zuckerberg 5 cities where large sums of CTCL money was applied. It is unclear why 64% of FIDO Keys assigned to one city consist of keys with clerk-level access that would allow unfettered access to the entire WisVote database and enable the user to activate and deactivate voters.

FIDO Keys by Zuckerberg 5 Cities per April 2021 WEC Report

<u>City</u>	<u>Population over 18 yrs</u>	<u>Total Keys</u>	<u>Clerk Keys</u>	<u>% of Keys for Clerks</u>	<u>Data Entry Keys</u>	<u>Other Key Types</u>	<u>One Key for every X residents</u>
Madison	214,180	124	17	14%	107	N/A	1,727
Kenosha	74,766	23	6	26%	17		3,251
Milwaukee	450,233	306	196	64%	108	2	1,471
Green Bay	78,777	13	4	31%	8	1	6,060
Racine	60,123	98	22	22%	76		614

In talking to various clerks across the State, it is known that employees of municipalities that have been issued FIDO Keys will often allow other employees in their organization to use their computer, username, password, and FIDO Key to access the WisVote system and make entries. During the 2020 election, this type of usage was extended to third parties in the Zuckerberg 5 cities as further detailed below. FIDO Keys are an area of concern and require more investigation and attention overall.

1. CTCL Pushed Onto the Zuckerberg 5 the CTCL “Partners” Who Would Unlawfully Administer Aspects of the Election.

As part of the WSVP, CTCL pushed onto the Zuckerberg 5 the CTCL “partners” who would effectively administer aspects of the election in an unlawful manner. Under the WSVP, CTCL promoted to the Zuckerberg 5 numerous entities; CTCL’s “partners;” CTCL would then recommend that the Zuckerberg 5 connect with and use those partners in the administration of the election. App. 39-52, 53-69, 78-80. However, since the Zuckerberg 5 were contractually bound to use only the “organizations” that CTCL approved “in advance, in writing,” the “partner” referrals that CTCL made were more than mere “suggestions,” they were part of the CTCL’s binding contractual agreement with the Zuckerberg 5. App. 4, 589, 592, 596, 599.

In late July 2020, CTCL Director of Government Services Whitney May hosted a series of separate “kick off” calls for each of the Zuckerberg 5 city’s public officials, where she introduced and provided an overview of CTCL’s allied corporations (sometimes-called “technical partners”) to inject themselves into that city’s election administration. App. 454-459, 480. CTCL’s “partners” introduced to the Zuckerberg 5 were private corporations that would act to unlawfully aid or administer the relevant city’s election administration:

1. The National Vote At Home Institute (“VoteAtHome” or “NVAHI”) was represented by CTCL as a “technical assistance partner” that could consult about, among other things, “support outreach around absentee voting,” voting machines and “curing absentee ballots,” and to even take the duty of curing absentee ballots off the city’s hands. App. 39-52, 53-69. The NVAHI also offered advice and guidance on accepting ballots and streaming central count during election night and on the day of the count. App. 70-77.
2. The Elections Group and Ryan Chew were represented to be able to provide “technical assistance partners to support your office” and “will be connecting

with you in the coming days regarding drop boxes” and technical assistance to “support your office,” and worked on “voter outreach.” App. 78-80, 81-83, 171. Elections Group Guide to Ballot Boxes. App. 84-124.

3. Ideas42 was represented by CTCL as using “behavioral science insights” to help with communications. App. 324.
4. Power the Polls was represented by CTCL to help recruit poll workers. -App. 124.
5. The Mikva Challenge was recommended to recruit Chicago-based high school age students to be Zuckerberg 5 poll workers. App. 127.
6. US Digital Response was suggested to help with and then take over “absentee ballot curing,” and to “help streamline the hiring, onboarding, and management” of Green Bay’s poll workers. App. 130-138.
7. Center for Civic Design was tapped to design absentee ballots and the absentee voting instructions. App. 196.
8. Eric Ming, the Communications Director for CSME, was selected to serve as a “communications consultant to review your [City of Green Bay] advertising plan for November.” App. 43, 158-159.
9. The Brennan Center, which focuses on “election integrity” including “post-election audits and cybersecurity” was involved. App. 160.
10. HVS Productions added “voter navigator” FAQs and Election Countdown Copy for the city of Green Bay. App. 163-168.
11. Modern Elections was picked to address Spanish language issues. App. 169-171.

Importantly, none of the referenced “partners” mandated by CTCL were health or medical experts that one might expect for efforts allegedly tied to the COVID pandemic; rather, as the grant contracts required, these were “experts” in “election administration.” *See* App. 454-462, 480. Further, several clerks did inform the OSC that actions by these representatives adversely affected the public health safety of staff and voters.

Former Green Bay Clerk Kris Teske has described this usurpation by CTCL and its “partners” of election administration. She stated in her Answer in a prior WEC proceeding:

1. “Others in the Mayor’s office began to hold meetings and make decisions relating to the election outside of the Clerk’s office.” App. 674.
2. “This caused planning for the election to become VERY dysfunctional and caused great confusion in the Clerk’s office as many of the meetings and decisions were driven by the Mayor’s chief of staff and other senior officials without the knowledge or consent of the Clerk’s office.” *Id.*
3. “I wrote several emails outlining my concerns with meetings that excluded the Clerk’s office and decisions that were made without consulting the Clerk’s office.” App. 675.
4. “[T]he office’s [Clerk’s office] ability to fulfill the obligations for the election were greatly hindered and diminished by outside interference.” App. 677.

As Teske asserted, Wisconsin law and WEC’s Election Administration Manual for Wisconsin Municipal Clerks did not legally authorize CTCL and its partners to engage in Zuckerberg 5’s election administration.

12. The Projects That CTCL’s Partners Promoted Had Nothing to Do with Covid-19 Safety.

CTCL’s partners had nothing to do with Covid-19 safety. Neither CTCL nor its “partners” were medical or health professionals. Instead, CTCL boasted that it had a “network of current and former election administrators and election experts available” to “scale up your vote by mail processes,” and “ensure forms, envelopes, and other materials are understood and completed correctly by voters.” App. 38.

On July 31, 2020, shortly after the grant agreements were negotiated and executed CTCL’s Director of Government Services wrote to Madison employee Maribeth Witzel-Behl about the “projects” CTCL required:

Hi Maribeth:

Reflecting on your Safe Voting Plan and the kickoff call last week. I wanted to get your feedback about the **projects** our technical partners should tackle first. What are the most urgent areas where you’d like support from the partners? Here’s what we captured in our notes as the likely top 3-4:

1. **Adding satellite locations and drop boxes**—help site locations and provide tailored guidelines and implementation support (Elections Group)
2. **Printing materials for mail ballots** – redesign bilingual **absentee ballot** instruction sheet and letter (Center for Civic Design, who is working with WEC on envelope design)
3. **Targeting communities with election information** – NVAHA is launching a communications toolkit on August 5 to support **outreach** around **absentee voting** (National Vote at Home Institute), share research insights about how to engage people who might not trust the **vote by mail** process (Center for Civic Design)
4. **Training election officials**—review quick guides and other training materials (Elections Group)

App. 479 (emphasis added).

Explaining this “targeting” of communications, Celestine Jeffreys wrote to Whitney May of CTCL on August 27, 2020 that “[t]here are probably 5 organizations that are focused on working with disadvantaged populations and/or with voters directly.” App. 37, 45.

CTCL, when working with the Zuckerberg 5, had other conditions that had nothing to do with COVID prevention, including:

1. Employing “voter navigators” to help voters “complete their ballots.” App. 34-35.
2. The “voter navigators” would later be “trained and utilized as election inspectors.” App. 35.
3. “Utilize paid social media” and “print and radio advertising” to direct voters “to request and complete absentee ballots.” App. 34.
4. “enter new voter registrations and assist with all election certification tasks.” App. 34.
5. “reach voters and potential voters through a multi-prong strategy utilizing ‘every door direct mail,’ targeted mail, geo-fencing, billboards radio, television, and streaming-service PSAs, digital advertising, and automated calls and texts,” and direct mail to “eligible but not registered voters.” App. 36.
6. Assist new voters to “obtain required documents” to get valid state ID needed for voting, targeting African immigrants, LatinX residents, and African Americans. *Id.*
7. “facilitate Election day Registrations and verification of photo ID.” App. 36.

Thus, after the grant agreements commenced, CTCL promoted election activities having nothing to do with Covid-19 safety. CTCL instead focused on targeting voter outreach and absentee voting. CTCL also required the Zuckerberg 5 to target specific geographic and demographic voter characteristics. App. 7-27. Using the grant funds to target voter outreach was required by CTCL as one of the WSVP conditions. App. 3, 7-27.

Again, CTCL and its partners had no specific medical or health experience, and the WSVP “projects” had nothing to do with Covid-19 safety. App. 7-27.

- 5. After the Zuckerberg 5 Agreed to the Large Grants, and CTCL Convinced the Zuckerberg 5 to Utilize CTCL’s “Partners,” CTCL Sought to Unlawfully Embed Those “Partners” into the Zuckerberg 5’s Election Administration.**

After the Zuckerberg 5 agreed to the large grants, CTCL offered Milwaukee to provide “an experienced elections staffer [from the Elections Group] that could potentially embed with your staff in Milwaukee in a matter of days and fill that kind of a role.” App. 382 (emphasis added).

CTCL and its partners pushed to get involved with, and take over, other parts of the election administration, as well. One of CTCL’s recommended “partners” was the National Vote at Home Institute (“NVAHI”). Michael Spitzer Rubenstein, NVAHI’s employee, wrote to Claire Woodall-Vogg, the Executive Director of the City of Milwaukee Election Commission: “[C]an you connect me to Reid Magney and anyone else who might make sense at the WEC? Would you also be able to make the connection with the Milwaukee County Clerk?” App. 381.

CTCL and its “partners” made many other attempts to access information to which private entities were obviously not entitled. *Id.* The following communications demonstrate such efforts, not authorized by the governing law:

- 1. If you could send the procedures manual and any instructions for *ballot reconstruction*, I’d appreciate that.** On my end: · By Monday, **I’ll have our edits on the absentee voter instructions.** · We’re pushing Quickbase to get their system up and running and I’ll keep you updated. · I’ll revise the planning tool to accurately reflect the process. App. 381 (Michael Spitzer Rubenstein emailing to Claire Woodall-Vogg of Milwaukee).

2. I'll create a flowchart for the VBM [vote by mail] processing that we will be able to share with both inspectors and also observers. · **I'll take a look at the reconstruction process** and try to figure out ways to make sure it's followed. App. 381 (Michael Spitzer-Rubenstein emailing to Claire Woodall-Vogg of Milwaukee)
3. "That sounds like a real pain. It would be helpful to just understand the system and maybe the USDR folks can figure out a way to simplify something for you. ... if it's okay with you, **they'd also like to record the screen-share to refer back to, if needed.**" We're hoping there's an easier way to get the data out of WisVote than you having to manually export it every day or week. To that end, we have two questions: 1. **Would you or someone else on your team be able to do a screen-share so we can see the process for an export?** 2. **Do you know if WisVote has an API or anything similar so that it can connect with other software apps? That would be the holy grail** (but I'm not expecting it to be that easy). App. 389 (Michael Spitzer-Rubenstein to Claire Woodall-Vogg).
4. I know you won't have the final data on absentee ballots until Monday night but I imagine you'll want to set things up beforehand. **Just let me know your timeline for doing so and if you get me the absentee data a day ahead of time and I can set things up. And as a reminder, here's what I'll need: 1) Number of ballot preparation teams 2) Number of**

- returned ballots per ward 3) Number of outstanding ballots per ward. App. 390 (Michael Spitzer-Rubenstein to Claire Woodall-Vogg).
5. In order to get the data by ward, are you able to run a summary in WisVote or do you have to download all the active voters, absentee applications, etc. and then do an Excel pivot table or something similar? We added Census data and zip codes to the map and so now we're moving to figure out how we'll update this. Also, if you can send these reports (whether in summary form or just the raw data), we can put them in: Active voters, Absentee applications, Ballots received, Ballots rejected/returned to be cured. App. 391, Michael Spitzer Rubenstein to Claire Woodall-Vogg.
6. "I'll try and do a better job clarifying the current need. We are not actually using anything visual right now (though will in the future). In the state of affairs now, we are just looking for raw data. The end result of this data will be some formulas, algorithms and reports that cross reference information about ballots and the census data. For example, we want to deliver to Milwaukee + Voteathome answers to questions like "How many of age residents are also registered to vote?" or "what percentage of ballots are unreturned in areas with predominantly minorities?" To do that, we need a clear link between address + Census Tract. We need this for all ~300k voters and the ~200k+ absentee ballots, and it needs to be able automatic as we perform more

inserts. To accomplish this, we were making calls to the Census API. They allow you to pass in an address and get the Census Tract. That solution “works”, but is far too slow. Their batch solution isn’t working either.” App. 388 (emphasis added).

CTCL and its partners were influencing public officials while those officials were doing their jobs to administer the election. *See, e.g.*, App. 381, 383-388, 390-391. Although some of these attempts by CTCL and its partners to tamper with, or take over the Zuckerberg 5’s election administration, may have been rebuffed, others were not *Id.* The Zuckerberg 5 apparently agreed that some of CTCL’s attempts would have been too egregious. App. 389. For example, Claire Woodall-Vogg responded:

While I completely understand and appreciate the assistance that is trying to be provided, *I am definitely not comfortable having a non-staff member involved in the functions of our voter database, much less recording it.* While it is a pain to have to remember to generate a report each night and less than ideal, it takes me less than 5 minutes. Without consulting with the state, which I know they don’t have the capacity or interest in right now, I don’t think I’m comfortable having USDR get involved when it comes to our voter database. I hope you can see where I am coming from – this is our secure database that is certainly already receiving hacking attempts from outside forces.

App. 389 (Claire Woodall-Vogg to Michael Spitzer Rubenstein) (emphasis added).

Kris Teske confirmed that CTCL and its “partners” sought to improperly interject or “embed” themselves into the election administration. App. 674. She stated in her answer in a prior WEC proceeding: “A further complicating factor arose when outside (private) organizations were engaged to participate in the planning and administration of the election.” *Id.*

Another example of embedding is in Milwaukee. The Elections Group employee Ryan Chew wrote at 4:07 a.m. on November 4, 2020, the day after the Presidential election, to Milwaukee election official Claire Woodall-Vogg:

Damn Claire, you have a flair for drama, delivering just the margin needed at 3:00 a.m. I bet you had those votes counted at midnight, and just wanted to keep the world waiting.

App. 610. Woodall-Vogg responded, “LOL. I just wanted to say I had been awake for a full 24 hours.” *Id.*

1. Given a Blank Check to Run the Election, CTCL and Its “Partners” Took Full Advantage of the Opportunity to Administer the Election in at Least One of the Zuckerberg 5.

The Zuckerberg 5 used (at a minimum) the following group of CTCL’s allied corporations to engage in election administration: Center for Civic Design, App. 451-453, 467-471, 474-475, 478; Vote at Home Institute, App. 447, 449, 465-466, 477; Voter Participation Center, App. 476; healthyvoting.org, App. 445; Elections Group, App. 444; Brennan Center, App. 440; Simon and Company, Inc., App. 448, 450. CTCL and its partners assumed numerous aspects of administration of Zuckerberg 5’s election processes.

See, e.g., App. at 451-453, 467-471. For example, in Green Bay, the private corporations and their employees engaged in the following aspects of election administration:

- a. Vote at Home volunteered to take the curing of ballots off of a municipality's plate; (*id.* at 172-174);
- b. Elections Group offered to "lend a hand" to Central Count stations (*id.* at 175-76);
- c. Offered to connect a municipality to "partners like Power the Polls" to recruit poll workers and to partner with CTCL to send out e-mails to recruit poll workers; (*id.* at 177);
- d. Advised the City as to using DS200 voting machines; (*id.* at 178);
- e. Provided a "voter navigator" job description; (*id.* at 182);
- f. Advised a municipality regarding moving the "Central Count" from City Hall to a different location, which was wired to provide election results directly to private corporate employees; (*id.* at 262);
- g. The Center for Civic Design offered a municipality to design the absentee voting instructions and the absentee envelopes; (*id.* at 184-196);
- h. The Elections Group issued a Guide to Ballot Drop Boxes, a report on Planning Drop Boxes, Voter Outreach, and Communication; (*id.* at 197-236);
- i. Provided advice about procedures for challenging an elector's ballot; (*id.* at 232-236); and

j. Conservation Voices and curing. (*id.* at 237-240).

Whitney May of CTCL advised Milwaukee's Information Coordinator, Michelle Nelson, on how to request additional funding for election administration from the City and encouraged her to consult with other Zuckerberg 5 clerks:

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

App. 377. This email raises the concern that CTCL was drafting documents regarding municipal funding for election administration for the Zuckerberg 5. *Id.* Based on CTCL contact with the Commission, the CTCL and its partners may have drafted documents for Commission staff as well. *Id.*

Kris Teske saw these acts of usurpation as well, describing them in her communications. App. 318-319. As early as July, she claimed that the Mayor's office was diverting her authority as a result of the CTCL Contract. She wrote in an e-mail:

I haven't been in any discussions or emails as to what they are going to do with the money. I only know what has been on the news/in the media... Again, I feel I am being left out of the discussions and not listened to at the meetings.

Id. at 318. Kris Teske also wrote, "Celestine also talked about having advisors from the organization giving the grant who will be 'helping us' with the election and I don't know anything about that." *Id.* at 319. "I don't understand how people who don't have the

knowledge of the process can tell us how to manage the election.” *Id.* Teske expressed concern that voting laws may be being broken. She wrote:

I just attended the Ad Hoc meeting on Elections.... I also asked when these people from the grant give us advisors who is going to be determining if their advice is legal or not...I don't think it pays to talk to the Mayor because he sides with Celestine, so I know this is what he wants. I just don't know where the Clerk's Office fits in anymore.

Id. at 318-319.

Some of the most aggressive and egregious usurpation of election administration was performed by Michael Spitzer Rubenstein of NVAHI. Mr. Spitzer Rubenstein performed tasks such as:

- a. Providing instructions to the Central Count workers (App. 241-242);
- b. Augmenting the City of Green Bay's "guide with the DS450" voting machine instructions; issuing a purchase order (*id.* at 49); asking about 62001 openers (*id.* at 243);
- c. Corresponding with the Green Bay City Attorney and other employees to interpret Wisconsin law and even to develop absentee voting protocols potentially inconsistent with Wisconsin Law (App. 73);
- d. Offering to take "curing ballots" off of the City of Green Bay's plate (*id.* at 135, 137, 138, 172-173);
- e. "[H]elping Milwaukee assign inspectors to Central Count stations," and offering to do the same for Green Bay (*id.* at 244);
- f. Setting up the voting machines and patterns in the Central Count location (App. 175, 178, 179-195);

- g. Offering “additional resources” such as “funding available, both from ourselves, and the Center for Tech and Civic Life (thanks to Priscilla Chan and Mark Zuckerberg)” (*id.* at 124);
- h. Determining whether to accept ballots after the deadline of 8 pm (*id.* at 291-292);
- i. Allocating poll workers on election day (App. 252);
- j. Teske stating finance person does not want NVAHI person in office, but Chief of Staff is running show (*id.* at 249-251);
- k. Sharing Central Count guidance # of poll workers (*id.* at 252).

Further: “Michael Spitzer Rubenstein will be the on-site contact for the group [on Election Day].” App. 257-261. Mr. Spitzer Rubenstein was one of three people providing “supervision and check-in duties” for workers on the days of the election and subsequent vote counting. App. 306.

One of the functions of Mr. Spitzer Rubenstein’s service as “on-site contact” was to coordinate with the contractor staff at the Hyatt Regency and KI Convention Center to set up wireless networks for Election Day operations. At Mr. Spitzer Rubenstein’s instruction, there were three WiFi networks available. One was the general conference facility public network that would be available to members of the press and others. That network was password-protected, but the password was widely available. A second password-protected WiFi network was created for Central Count staff. Mr. Spitzer Rubenstein also directed that a third WiFi network be established, but that network was to be hidden and it was not

to be password-protected. Spitzer Rubenstein also ensured that “both networks reach[ed] [his] hotel room on the 8th floor” (App. 262-266).

Spitzer Rubenstein had unfettered access to the Central Count, ballots, and ballot counting:

1. Spitzer Rubenstein developed a diagram and map of the “Central Count” area of the election and developed roles for the staff to handle and count ballots, and Central Count procedures (App. 267-288);
2. Assigned inspectors for vote counting and polling places (App. 244);
3. Pushed for control of ballot curing process (App. 172-173);
4. Provided advice to Green Bay’s City Attorney regarding interpretation of Wis. Stat. governing the timing and receipt of ballots (App. 289-292);
5. Instructed “pull the numbers on the absentee ballots returned and outstanding per ward” information on vote results so he could determine which wards were on which voting machines (App. 293-295);
6. Created a “poll worker needs” spreadsheet (App. 296-298);
7. Put himself in charge of transporting ballots to City Hall and then to Central Count on election day; and then counting them. (Discussion of “moving ballot boxes in the morning and evening.” November, 2, 2020 (App. 280, 299-301);
8. Stated “I’m putting together instructions for the Central Count

workers, ...” (App. 302);

9. Corresponded with Saralynn Flynn, also of Vote at Home, who wrote: “here is the document I made to hand out to central count observers.” (App. 241) The “document” he created warned Election Observers to “NOT interfere in any way with the election process,” while CTCL personnel, partners, “pollworkers” and others deputized by CTCL, transported ballots, counted ballots, and “cured” defective mail in and absentee ballots, and otherwise exercised considerable control over the election process (App. 303);
10. Had unrestricted access on election day to the Central Count floor (App. 304).

On election day, Spitzer Rubenstein had access to ballots and determined which ones would be counted or not counted. Spitzer Rubenstein wrote to Vanessa Chavez, Green Bay City Attorney, on November 3, 2020 at 9:29 pm: “Be prepared: ballots delayed.” The text stated: “I think we’re probably okay; I don’t think anyone challenged the ballots when they came in.” App. 304 (emphasis added). Spitzer Rubenstein explained that someone “prevented one of the drop box deliveries from getting to City Hall by 8 PM,” so the ballots were “delayed,” i.e., did not arrive on time as required by law. Forty-seven boxes of ballots were expected to be delivered and apparently, according to Spitzer Rubenstein’s email, some of them were late but he decided that despite some of them being late, they were to be counted anyway because no one “challenged them.” *Id.*

1. The “Private Corporate Partners” Were from Out of State, and Not Necessarily Knowledgeable About Wisconsin Election Law, or Concerned About It.

Notably, CTCL’s “private corporate partners” were from out of State, and not necessarily knowledgeable about Wisconsin election law, or concerned about it. Ryan Chew of the Elections Group was located outside of Wisconsin. Further, Chew was described by Whitney May of CTCL as having “decades of election experience working with the Cook County Clerk in Illinois. They [Mr. Chew and Gail, also from the Elections Group] are available to discuss your drop box plans (and more!).” App. 374. CTCL is headquartered in Illinois. Spitzer Rubenstein is a lawyer who lives in Brooklyn. Kris Teske stated in her answer that “[m]any of these [election administration] decisions were made by persons who were not authorized to do so and some were made by people not qualified to make them as, again, election laws need to be followed to ensure the integrity of the election.” App. 676.

2. Safe Voting Was a Pretext—The Real Reason for CTCL’s WSVP Grants was to Facilitate Increased In-Person and Absentee Voting in Specific Targeted Areas Inside the Zuckerberg 5.

The real reason for CTCL’s WSVP grants was to facilitate increased in-person and absentee voting in specific targeted areas inside the Zuckerberg 5. App. 7-27. Safe voting was merely a pretext.

On June 10, 2020, Vicky Selkove informed the representatives of the other Zuckerberg 5 that: “[o]ur national funding partner, the Center for Tech & Civic Life, has one additional question area they’d like answered: “What steps can you take to update

registered voters' addresses before November? What steps can you take to register new voters? How much would each cost?" App. 604.

3. The Zuckerberg 5 Became Beholden to CTCL as a Result of the WSVP's Private Funding and the WSVP's Provisions.

The documents show that the Zuckerberg 5 became beholden to CTCL as a result of the WSVP's private funding and the WSVP's provisions.

On August 1, 2020, Maggie McClain of Madison emailed Maribeth Witzel-Behl stating: "is there an approval/letter giving the go-ahead for this? Or an okay from CTCL saying the *grant funds could be used for this?* I need something to attach to the requisition." App. 607.

On August 31, 2020, Kenosha sought and obtained CTCL permission for purchasing 3 DS450 high speed ballot tabulators for use at absentee central count locations at an amended cost of \$180,000 instead of \$172,000. App. 378-380. Madison sought similar approval from CTCL regarding election administration financing. App. 437-439, 441-443, 446, 450, 472-473.

On September 22, 2020, Karalyn Kratowitz, the interim deputy mayor of Madison, asked CTCL for instruction on and permission as to how to spend the money. App. 446.

On January 7, 2021, pursuant to the agreement, CTCL told Madison to report by January 31, 2021. App. 609.

The Zuckerberg 5 were periodically required to report to CTCL on election administration. All the Zuckerberg 5 were required to report to CTCL on their expenditures

by January 31, 2021. App. 4 (Racine), 589 (Milwaukee), 592 (Madison), 596 (Kenosha), 599 (Green Bay).

4. The Zuckerberg 5 Ceded Administrative Control Over the Election to CTCL and its Private Partners, Including WisVote Data Sharing, so they Could Collectively Facilitate Increased In-Person and Absentee Voting in the 2020 Election.

As set forth above, CTCL’s stated and implied conditions led to the Zuckerberg 5’s municipal clerks and other staff to sometimes eagerly step aside, and other times to be pushed aside, to let CTCL and its private corporate partners engage in aspects of election administration—including exclusive free access to WisVote data not available to the public and not for free (e.g., \$12,500 for copy of statewide WisVote data). *See, e.g.*, App. 7-27. CTCL and the private corporations, as revealed by the documents, had an ulterior motive in the WSVP to facilitate increased in-person and absentee voting in the Zuckerberg 5 and among their preferred racial groups. *Id.*

Chapter 5

Corporate Legal Defense to Facilitate Obstruction Might Violate the Wisconsin Ethics Code

The unlawful actions of various Wisconsin election officials has opened them up to legal liability. In certain contexts, Wisconsin's election officials can enjoy legal immunity; in others, they can be represented by government attorneys or government-financed attorneys. Finally, in some contexts, unlawful actions of officials can place them in a position where they-- just like any other members of the public-- may have to hire and pay their own attorneys to defend themselves.

CEIR's Election Officials Legal Defense Network (EOLDN), announced in December of 2021, provides legal services for government officials on the hook for misconduct. In Wisconsin, this is not a solution to these election officials' legal problems. In fact, accepting EOLDN's legal services may get these election officials into more jeopardy, because the EOLDN system facially violates Wis. Stat. § 19.59 (1)(b), prohibiting such transactions. Wis. Stat. § 19.59 (1)(b) provides:

(b) No person may offer or give to a local public official, directly or indirectly, and no local public official may solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the local public official's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the local public official.

The problem is that CTCL and CEIR are Zuckerberg-Chan financed entities that worked together as a joint venture in the 2020 election. CTCL received \$350 million for the 2020 election. CEIR received \$69 million for the 2020 election. CTCL funded the \$8.8

million Wisconsin Safe Voting Plan (WSVP), which the cities of Milwaukee, Madison, Green Bay, Racine and Kenosha used to purchase illegal drop boxes and the provision of those funds constitutes election bribery under Wis. Stat. § 12.11.

EOLDN's three leaders: David Becker, Bob Bauer and Ben Ginsberg have different roles regarding the Zuckerbergs' CTCL and WSVP. Becker, as President of CEIR, received \$69 million from Zuckerberg-Chan. Bauer and Ginsberg are election law attorneys who likely represent-- or are being paid by-- CEIR, CTCL, or related entities. Not surprisingly, all three—Becker, Bauer and Ginsberg—have publicly supported CTCL's distributions in Wisconsin as lawful.

EOLDN should know that CTCL and CEIR are potential parties or witnesses to future illegal drop box or election bribery litigation or prosecutions. In turn, CEIR and related entities are disqualified from providing attorneys for Wisconsin election bribery defendants because they are potential parties, potential witnesses or biased due to previous representation of related parties. Further, it appears, EOLDN, on behalf of Zuckerberg and Chan, are improperly coordinating legal defenses of election officials to protect CTCL, CEIR, Zuckerberg, Chan and related entities and individuals.

By providing free legal defense services for election officials in these subject areas, EOLDN may be violating the first part of Wis. Stat. § 19.59 (1)(b), which prohibits such transactions:

No person may offer or give to a local public official, directly or indirectly, and no local public official may solicit or accept from any person, directly or

indirectly, anything of value if it could reasonably be expected to influence the local public official's vote, official actions or judgment.

The law applies to these circumstances as follows. The "person" is EOLDN or their attorney. The local public official is the election official receiving free EOLDN legal services. The "anything of value" provided is the free legal defense services provided by EOLDN. The gift of the free legal services could reasonably be expected to influence the election officials' official actions or judgment. Since EOLDN's free legal services will have foremost in mind protecting the interests of CTCL, CEIR, Zuckerberg and Chan, it will influence the election officials' official actions and judgment in defending Wis. Stat. § 5.06 administrative corrections and related criminal prosecutions. So, all the elements are satisfied for the transaction to be deemed prohibited.

By providing free legal defense services for election officials in these subject areas, EOLDN may be violating the second part of Wis. Stat. § 19.59 (1)(b) prohibiting such transactions:

No person may offer or give to a local public official, directly or indirectly, and no local public official may solicit or accept from any person, directly or indirectly, anything of value if it ...could reasonably be considered as a reward for any official action or inaction on the part of the local public official

The law applies to the circumstances as follows. The "person" is EOLDN or their attorney. The local public official is the election official receiving free EOLDN legal services. The "anything of value" provided is the free legal defense services provided by EOLDN. EOLDN or its attorney's gift of the legal services could reasonably be considered a reward for the official's actions regarding the illegal drop boxes, election bribery and/or violating

the special voting deputies law. Recall CTCL, Zuckerberg and Chan financed the illegal drop boxes and election bribery, so EOLDN's free legal services to the election officials could be reasonably seen as a "reward" for their participation in unlawful actions related to the election.

Chapter 6

Wisconsin Election Officials' Widespread Use of Absentee Ballot Drop Boxes

Facially Violated Wisconsin Law

In Wisconsin, election officials' unprecedented use of absentee ballot drop boxes facially violated Wisconsin law. This practice of unlawful absentee ballot drop boxes was particularly pervasive in the cities of Milwaukee, Madison, Kenosha, Racine and Green Bay. These bulk absentee ballot drop boxes were privately financed by Center for Tech and Civic Life (CTCL). The WSVP and CTCL's grant acceptance letter incorporating the WSVP is the agreement in which the city agreed to take CTCL's money to purchase and place absentee drop boxes in targeted neighborhoods. App. 10, 16-17.

In total, the WSVP provided \$216,500 for unlawful absentee ballot drop boxes in the Zuckerberg 5. App. 17. The WSVP provided Green Bay \$50,000 for absentee ballot drop boxes. App. 16. The WSVP provided Kenosha \$40,000 for absentee ballot drop boxes. App. 16. The WSVP provided Madison \$50,000 for absentee ballot drop boxes. App. 16. The WSVP provided Milwaukee \$58,500 for absentee ballot drop boxes. App. 16. The WSVP provided Racine \$18,000 for absentee ballot drop boxes. App. 17.

The use of absentee ballot drop boxes has been successfully challenged in state court as being unlawful. In a case in the Waukesha County Circuit Court, the plaintiffs sued the WEC to challenge 2020 guidance memos that the WEC issued to municipal clerks. Complaint, Teigen v. Wisconsin Elections Commission, No. 21-CV-958 (Wis. Cir. Ct. for Waukesha Cnty. June 28, 2021) (under review by the Wisconsin Supreme Court), available

at App. 649-660. In particular, the plaintiffs challenged a memorandum that purported to authorize unstaffed ballot drop boxes:

Despite this requirement in the statutes [i.e., the requirement that an absentee ballot either be returned by mail or be returned by the voter “in person, to the municipal clerk.” Wis. Stat. § 6.87(4)(b)1], WEC Commissioners sent a memo to municipal clerks dated August 19, 2020, (the “August 2020 WEC Memo”) stating that absentee ballots do not need to be mailed by the voter or delivered by the voter, in person, to the municipal clerk but instead could be dropped into a drop box and that the ballot drop boxes could be unstaffed, temporary, or permanent. (A true and correct copy of the August 2020 WEC Memo is attached hereto as Exhibit B.).

Id. ¶ 10, available at App. 651.

The court granted the plaintiffs motion for summary judgment and declared the use of ballot drop boxes, outside of narrow exceptions, to be inconsistent with Wisconsin law:

For the reasons set forth by the Court on the record at the January 13, 2022 hearing, the Court hereby declares that WEC’s interpretation of state statutes in the Memos is inconsistent with state law, to the extent they conflict with the following: (1) an elector must personally mail or deliver his or her own absentee ballot, except where the law explicitly authorizes an agent to act on an elector’s behalf, (2) the only lawful methods for casting an absentee ballot pursuant to Wis. Stat. § 6.87(4)(b)1. are for the elector to place the envelope containing the ballot in the mail or for the elector to deliver the ballot in person to the municipal clerk, (3) the use of drop boxes, as described in the Memos, is not permitted under Wisconsin law unless the drop box is staffed by the clerk and located at the office of the clerk or a properly designated alternate site under Wis. Stat. § 6.855.

Order Granting Summary Judgment for Plaintiffs, *Teigen v. Wisconsin Elections Commission*, No. 21-CV-958 (Wis. Cir. Ct. for Waukesha Cnty. January 20, 2020), available at App. 66.

Accordingly, the Zuckerberg 5’s privately funded absentee ballot drop boxes in the 2020 election were unlawful under Wis. Stat. § 6.87(4)(b)1 and § 6.855. Thus, the

Zuckerberg 5 and CTCL's agreement for CTCL-funded purchase and placement of absentee ballot drop boxes was also unlawful and contrary to public policy. We suggest below legislative action that would make this prohibition even more clear.

Chapter 7

The Wisconsin Elections Commission (WEC) Unlawfully Directed Clerks to Violate Rules Protecting Nursing Home Residents, Resulting in a 100% Voting Rate in Many Nursing Homes in 2020, Including Many Ineligible Voters

Contrary to statements made by several groups and media sources over the past months, the OSC has uncovered evidence of election fraud in the November 2020 election. Rampant fraud and abuse occurred statewide at Wisconsin’s nursing homes and other residential care facilities in relation to absentee voting at these facilities. This fraud and abuse was the ultimate result of unlawful acts by WEC’s members and its staff, the end results being:

1. Residents were illegally assisted with “marking” their ballots by nursing home staff and administrators;
2. Absentee ballots for residents were illegally handled by facility staff and administrators;
3. Resident absentee ballots were illegally “witnessed” by nursing home staff and administrators;
4. Suspected forger of resident signatures by nursing home staff and administrators;
5. Improbably high voting rates for residents at nursing homes; and
6. Ballots cast by residents—
 1. Where those residents were unaware of their surroundings, with whom they are speaking at any given time, or what year it is; and/or

2. Where those residents’ right to vote had been taken away by court order because they have been adjudicated as mentally incompetent.

Through these acts, the members and staff of WEC mandated widespread election fraud to take place where our most vulnerable adult citizens reside.

The OSC has spent significant time and resources investigating the fraud and abuse that occurred at Wisconsin’s nursing homes. However, that part of the investigation is nowhere near complete. While the OSC has been able to audit the votes of several nursing homes in five counties, and has interviewed the families of many residents who have been abused, the OSC believes a state-wide, complete audit of all absentee votes from all facilities governed by Wis. Stat 6.875 is necessary. The OSC is continuing to pursue this avenue of the investigation with an eye towards completing that audit.

There are four distinct types of Elderly Care Facilities in Wisconsin, Assisted Living (including assisted living apartments), Adult Day Care Centers, Nursing Homes and Memory Care Units. Many of the memory care units are operated within the Nursing Home environment. In total, there are about 92,000 people in Wisconsin who reside in these facilities.

Wisconsin law defines “election fraud” at Wis. Stat. § 12.13. That section provides in pertinent part—

“12.13 Election Fraud

(1) ELECTORS. Whoever intentionally does any of the following violates this chapter:

...

(h) Procures, assists or advises someone to do any of the acts prohibited by this subsection.

(2) ELECTION OFFICIALS.

...

(b) No election official may:

...

3. Permit registration or receipt of a vote from a person who the official knows is not a legally qualified elector or who has refused after being challenged to make the oath or to properly answer the necessary questions pertaining to the requisite requirements and residence; or put into the ballot box a ballot other than the official's own or other one lawfully received.

4. Intentionally assist or cause to be made a false statement, canvass, certificate or return of the votes cast at any election.

...

7. In the course of the person's official duties or on account of the person's official position, intentionally violate or intentionally cause any other person to violate any provision of chs. 5 to 12 or which no other penalty is expressly prescribed.

(3) PROHIBITED ACTS. No person may:

...

(L) When not authorized, during or after an election, break open or violate the seals or locks on a ballot box containing ballots of that election or obtain unlawful possession of a ballot box with official ballots; conceal, withhold or destroy ballots or ballot boxes; willfully, fraudulently or forcibly add to or diminish the number of ballots legally deposited in a ballot box; or aid or abet any person in doing any of the acts prohibited by this paragraph.

...

(N) Receive a ballot from or give a ballot to a person other than the election official in charge.

...

(P) Receive a completed ballot from a voter unless qualified to do so.”

Wisconsin has enacted rules specifically related to the conduct of absentee voting in nursing homes and other residential care facilities. These rules are found in Wis. Stat. § 6.875. Wis. Stat. § 6.875(2)(a) specifically states—

Absentee voting in person inside residential care facilities and qualified retirement homes shall be conducted by municipalities only in the manner prescribed in this section. At any residential care facility or qualified retirement home where a municipality dispatches special voting deputies to conduct absentee voting in person under this section, the procedures prescribed in this section are the exclusive means of absentee voting in person inside that facility or home for electors who are occupants of the facility or home.

Among the rules that must be followed are that municipal clerks or boards of election commissioners must designate “Special Voting Deputies” (SVDs) for the purpose of supervising absentee voting in qualified retirement homes and residential care facilities, and that these SVDs must be dispatched to nursing homes to supervise absentee voting in those facilities, except in very limited circumstances.

If a resident at a nursing home or other residential care facility requests an absentee ballot, and SVDs are dispatched to that facility (which again must happen except in very limited circumstances) the law provides that the clerks or the board of electors must give the ballot to the SVDs “who shall personally deliver the ballot to the elector” when the SVDs visit the facility.

Once the ballot is delivered, the SVDs may assist the resident with “marking” the ballot. Importantly, the only people authorized by Wisconsin law to assist a resident in

“marking” an absentee ballot are SVDs and “immediate family members.” It is illegal for anyone else under any circumstances to do so. Further, the law specifically provides that “the [SVDs] **shall not accept** an absentee ballot submitted by an elector whose ballot was not issued to the elector by the [SVDs]” and that “[a]ll voting shall be conducted in the presence of the [SVDs].”

Once voting is complete on the day of an SVD’s visit to the facility, Wisconsin law provides—

(d) Upon completion of the voting on each day at each residential care facility or qualified retirement home, the deputies shall seal the absentee ballot envelopes and any absentee ballot applications inside a carrier envelope and shall seal the carrier envelope and sign their names to the seal. The deputies shall place the envelope inside a ballot bag or container. As soon as possible after visiting each residential care facility or retirement home, but not later than 18 hours after the visit, the deputies shall deliver the ballot bag or container to the clerk or board of election commissioners of the municipality in which the elector casting the ballot resides.

There is no provision in Wis. Stat. § 6.875 for absentee ballots from nursing home residents to be returned by mail, except in the case of a voter that “maintains a residence outside the facility or home” in which case the voter may request and return an absentee ballot in the standard manner as provided for elsewhere in the statutes. Wis. Stat. § 6.875(ar)2.

Despite the clear mandates of Wisconsin law, in a June 24, 2020 memorandum directed to all clerks of the state, WEC directed clerks not to send SVDs to facilities, and to instead mail ballots to voters in those facilities. WEC further stated that “The regular rules for absentee voting by mail will apply to ballots sent by mail to care facility voters.”

On September 25, 2020, WEC forwarded to all clerks of the State two documents, a “Sample Nursing Home and Care Facility Letter” (the “Facility Letter”) and a training document entitled “Absentee Voting at Nursing Homes and Care Facilities” (the “Training Document”).

The Facility Letter was provided to clerks as a template for letters to be sent by the clerks to nursing homes in their jurisdiction, directing those facilities as to the purported new rules for absentee voting for the November 2020 election. In the Facility Letter, WEC told the clerks to advise facilities that the normal restrictions against facility staff assisting residents with voting will not be in place “because of SVDs being restricted from visiting.” It further provided that “[r]esidents who receive ballots will have to vote their ballot, have a witness provide required information on the return envelope, and return their ballot by mail in order to participate.” The letter also stated that facility staff may assist residents in “completing the information required on the voter registration form” and completing absentee ballot request forms.

In addition to providing further details as to how facility staff could assist residents with registration, absentee ballot application, and voting, the Training Document stated—

As a care facility administrator or staff member, you are able to:

1. Assist residents in filling out their ballots or certificate envelopes.
2. Assist residents in completing voter registration forms and absentee requests.
3. Sign the special certificate envelope (EL-122sp) if necessary (see below for explanation).
4. Witness ballots.

The Training Document also provided certain “Absentee Voting FAQs” with answers thereto, including—

Q: How do residents of my facility return their ballot? We used to have people (SVDs) come to the facility and administer the voting and take the ballots back. Now what is expected?

A: Ballots should be mailed back to the clerk using the postage-paid return envelope provided by the clerk with the voter’s ballot. They can also be returned to the clerk’s office in-person at the request of the voter.

Q: Who can assist the voter in voting their ballot?

A: Anyone can assist the voter in reading and/or marking their ballot, except the voter’s employer, including care facility staff and family. Normally, care facility staff are restricted from assisting voters, but this restriction is not in effect because the voter is casting their ballot by mail. Wis. Stat. § 6.87(5)

Q: Can a resident’s ballot be returned using a drop box at the Town/Village/City Hall?

A: Yes, the ballot may be returned to a drop box or directly to the clerk’s office at the request of the voter. All ballots must be received by 8:00 PM on election day in order to be counted. Not all municipalities offer drop boxes, so you should check with the clerk to see if one is available for ballot return.

Each and every WEC directive identified above in regard to absentee voting in nursing homes and other resident care facilities is a direct violation of Wisconsin law, and ultimately encouraged widespread fraud in regard to absentee voting at these facilities.

In addition to other violations, WEC’s directives were illegal in the following ways:

1. Directing that facility staff may assist voters in registering to vote, applying for an absentee ballot and/or assisting the voter in marking the ballot are all violations of provisions of Wis. Stat. § 6.875;
2. Directing that clerks not send SVDs to any facilities violated the basic tenets of Wis. Stat. § 6.875 that absentee voting in nursing homes “shall” be conducted in compliance with that statute and that all absentee voting at nursing homes must be conducted “in the presence of [SVDs];”

3. Directing clerks to mail ballots directly to nursing home residents violated the rule that absentee ballots requested by facility residents must be given first to SVDs, and then the SVDs are the only persons authorized to then give those ballots to the residents;
4. Directing that absentee ballots may be returned by mail, by placing them in a ballot drop box, and/or by returning them directly to the clerk (by someone other than an SVD) “at the request of the voter” all violate the rule that these absentee ballots are to be returned only to an SVD, who then must place them in a ballot bag or container and return them to the clerk within 18 hours.

Ultimately, WEC’s directives mandated that widespread “election fraud” be undertaken in relation to the November 2020 election. As is noted above, “election fraud” occurs when ballots are given to, or received by anyone other than “the election official in charge” or when a person receives a completed ballot from a person “unless qualified to do so.”

WEC’s directives caused ballots to be mailed directly to nursing home residents rather than the “election officials in charge”—who would have been the SVDs. By the same token, it caused completed ballots to be illegally given to facility staff or returned by mail rather than the SVDs, violating both the rule that ballots cannot be given to anyone other than the “election official in charge” as well as the prohibition against receiving a completed ballot from someone “unless qualified to do so.”

The only persons qualified to receive completed ballots from nursing home residents are, and were, SVDs. The law did not change before or after the November 2020 election, and WEC’s directives were in direct violation thereof. As a result, WEC’s directors and

staff committed election fraud themselves by mandating and/or encouraging others to commit acts prohibited by the election fraud statute.

The OSC has evidence that facility staff and directors—

1. Assisted residents in completing ballots;
2. Assisted residents in obtaining absentee ballots;
3. Pressured residents to vote;
4. Collected completed ballots from residents;
5. Forged signatures of residents;
6. Illegally returned residents' ballots to the municipal clerks by mail, by placing the ballots in drop boxes, and/or delivering them directly to the clerks;
7. Pressured and/or assisted incompetent persons to complete and cast ballots in the November 2020 election, up to and including persons who have had their right to vote take away by court order due to mental incompetence.

Not only did WEC's directives mandate and/or encourage violations of Wis. Stat. § 6.875 and the election fraud statute: it led to absurd results relating to nursing home voting in the November 2020 election. The following chart shows the registered voting rates in the November 2020 election for nursing homes that were vetted by the OSC in Milwaukee, Racine, Dane, Kenosha, and Brown Counties:

County	# of Nursing Homes Vettted	# of Registered Voters	# of Voters Nov 2020	% of Registered Voters that Voted
Milwaukee	30	1084	1084	100%
Racine	12	348	348	100%
Dane	24	723	723	100%
Kenosha	9	866	841	97%
Brown	16	280	265	95%

It is important to note that the above chart only reflects voting at the nursing homes that the OSC has been able to vet to this juncture. There are more facilities in these counties, and after auditing the votes from other facilities, the above percentages may change. Further, as is noted above, the OSC believes a complete state-wide audit of absentee ballots sourced from nursing home and other residential care facility residents is necessary.

Election fraud is a crime. The Racine County Sheriff’s Office recommended criminal prosecution of certain members of WEC relating to their instructions to municipal clerks not to send SVDs to nursing homes for the November 2020 Presidential election. Specifically, the Sheriff recommended charges for WEC Commissioners Margaret Bostelmann, Julie Glancey, Ann Jacobs, Dean Knudson, and Mark Thomsen. The recommended charges are the same for each Commissioner, and include:

1. Misconduct in Public Office in violation of Wis. Stat. § 946.12(2) (Felony);
2. Election Fraud—Election Official Assisting with Violations in violation of Wis. Stat. § 12.13(2)(b)7 (Felony);
3. Party to the Crime of Election Fraud—Receive Ballot Non-Election Official

- in violation of Wis. Stat. § 12.13(3)(n) (Misdemeanor);
4. Party to the Crime of Election Fraud—Illegal Ballot Receipt in violation of Wis. Stat. § 12.13(3)(p) (Misdemeanor);
 5. Party to the Crime of Election Fraud—Solicit Assistance in violation of Wis. Stat. § 12.13(3)(s) (Misdemeanor)

In a recent letter, Racine County District Attorney Patricia Hanson, after stating she did not have jurisdiction to prosecute, stated to Sheriff Christopher Schmaling that, in her expert legal opinion, multiple members of WEC acted “contrary” to Wisconsin Elections laws. District Attorney Hanson stated:

Despite knowing that what they were doing was contrary to law and despite being told by the Governor’s Office that they were exceeding their authority, the WEC instructed municipal and county clerks to eliminate the SVD process for elections in 2020. Proof of this comes directly from the recordings of the WEC meetings that can be found on their website and their recorded meetings.

District Attorney Hanson further stated:

It is appalling to me that an appointed, unelected group of volunteers, has enough authority to change how some of our most vulnerable citizens access voting. Dispensing with the mandatory process created by the legislature of using sworn and trained SVDs to assist citizens in nursing homes, directly led to what occurred at Ridgewood Care Center in Racine County. Residents who did not request ballots voted because someone else made a request for a ballot on their behalf and then voted on their behalf. If even one person’s right to freely choose to vote or not to vote was diminished, then a travesty of justice has occurred.

While the Racine County District Attorney has decided not to prosecute on jurisdictional grounds, the OISC has learned that the Racine County Sheriff’s Office has forwarded referrals to the District Attorneys for the resident counties of the above-noted

WEC members—St. Croix, Sheboygan, Green Lake and Milwaukee Counties. No decision has been made by those District Attorneys regarding prosecution as of this writing.

In an October 28, 2021 press release, WEC Chairman Ann Jacobs inaccurately denied that anyone at WEC broke the law and attempted to justify WEC’s possibly unlawful acts by stating that had they not performed them, “many residents in Wisconsin care facilities could have and would have been disenfranchised and not able to vote in the 2020 elections.” The OSC finds this statement to be no excuse.

WEC’s solution to the potential “disenfranchisement” of nursing home residents who wished to vote absentee (a privilege under the law) was to completely strip away the protections afforded to those persons by Wisconsin law and allow nursing home residents to be subjected to undue influence, overzealous solicitation, and outright fraud.

Under Wisconsin law, while voting is a right, voting by absentee ballot is a privilege. Wisconsin law specifically provides that “the privilege of voting by absentee ballot must be carefully regulated to prevent the potential for fraud or abuse; to prevent overzealous solicitation of absent electors who may prefer not to participate in an election; to prevent undue influence on an absent elector to vote for or against a candidate or to cast a particular vote in a referendum; or other similar abuses.” Beyond the stringent safeguards of absentee voting in general, absentee voting in nursing homes requires specialized supervision precisely because those facilities house our state’s most vulnerable residents.

In stark contrast to what Wisconsin law seeks to prevent, WECs directives led to the abuse of some of our State’s most vulnerable citizens. Many residents were pressured

to vote when there is no scenario under which that should have ever happened legally or morally. The OSC conducted interviews with the families of several facility residents who were extremely vulnerable, and yet cast ballots in the November 2020 election. Among the stories we were told were—

1. In Brown County Facility 1, 20 absentee ballots were cast. A study of the Absentee Ballot Envelopes obtained through open records request revealed all 20 of the envelopes were witnessed by the same person. At this facility, Resident A voted, and Resident A's family provided copies of that resident's signature against the signature on the absentee envelope, and they do not match. Further, Resident A does not have the mental capacity to vote as is evinced in a video interview.
2. At the same facility, Resident B, according to WisVote data, voted twice, both by absentee ballot.
3. In Brown County Facility 2, Resident C voted in 2020. According to family, Resident C was not of sound mind for over 10 years. This is documented in a video interview;
4. In Brown County Facility 3, Resident D was taken from the facility to vote by family and guardian to Resident D's assigned polling location. Resident D had registered to vote at this location on Oct 29th as well. When Resident D presented herself to vote on election day, the Resident D was told that Resident D had already voted. After questioning from family, Resident D recollected that someone at the nursing home had come around talking about voting at the nursing home, however, Resident D denied voting at the home. WisVote shows her voting absentee;
5. In Dane County Facility 1, Resident E, who has been adjudicated incompetent since 1972, voted in 2020. Video of Resident E shows Resident E is clearly not mentally capable of voting;
6. In Dane County Facility 2, Resident F never requested an absentee ballot for the November 2020 election, yet received one. Resident F's guardian intercepted the ballot and subsequently Resident F did not vote. The guardian notified the nursing home that Resident F was no longer going to be voting yet in the Spring of 2021, WisVote records reveal that Resident F voted again;

7. In Kenosha Facility 1, Resident G voted absentee in the Nov 2020 election. Resident G was interviewed on video and it shows she is clearly incapable of voting;
8. In Kenosha Facility 2, Resident H voted absentee in November of 2020. Resident H's guardian reported it as Resident H is incapable of voting as Resident H suffered from severe dementia. However, WisVote records indicate Resident H voted throughout the calendar year 2020;
9. In Milwaukee County Facility 1, WisVote data shows 3 adjudicated incompetent voters voted in the November 2020 election. However, it was actually 2 individuals with one casting two ballots;
10. In Milwaukee County Facility 2, Resident I is 104 years old and clearly incompetent. Resident I's family indicated Resident I had been incompetent for several years. This is an extremely egregious case as shown by video of Resident I with family. Resident I cannot comprehend anything;
11. In Outagamie County facility 1, Resident J, who has been adjudicated incompetent not only voted in the November 2020 election, but she also voted in February 2021. The video of Resident J verifies the fact that Resident J is incompetent.
12. In Washington County Facility 1, Resident K was found incompetent in 2018 by two separate doctors. Resident K cast a ballot in the November 2020 Presidential election. Resident K passed in November of 2021.

It is “disenfranchisement” when electors are pressured to fill out ballots they did not wish to or in a way they don't desire or even understand. It is “disenfranchisement” when ballots are illegally cast on behalf of persons who have had their right to vote taken away by the courts of this State due to their mental incompetence. In no way was WEC's mandating illegal activity a “solution” to “disenfranchisement” and to suggest that WEC's actions were a good faith effort at doing so ignores the facts and the law.

WEC's unlawful activities facilitated and encouraged possible widespread criminality and election fraud. Aside from the fact that they were legally and morally

wrong, these acts led to 100% voting rates in many nursing homes in Brown, Dane, Kenosha, Milwaukee and Racine Counties and incapacitated people voting statewide. Given that there are approximately 92,000 residents of facilities governed by Wis. Stat. § 6.875 statewide, the fact that tens of thousands of illegal ballots from these facilities were counted casts doubt on the 2020 Presidential election result.

Chapter 8

WEC Also Unlawfully Encouraged Evasion of Ballot Security Measures Related to “Indefinitely Confined” Voters at the Behest of Outside Corporations

Wisconsin, like many States, has strict absentee voting laws. These laws are designed to avoid the many prevalent dangers of fraud or abuse that are inherent in an absentee setting. It was never the intention of the Legislature to make absentee voting easily accessible from one’s home without meeting voting identification requirements and complying with stringent voter protection laws. However, the Legislature made a special, narrow exception for indefinitely confined voters.

This exception for voting absentee applies when voters are confined to their homes and declare themselves to be indefinitely confined. An elector who is indefinitely confined because of age, physical illness, or infirmity, or is disabled for an indefinite period may, by signing a statement to that effect, require that an absentee ballot be sent to the elector automatically for every election. There are two requirements to vote indefinitely confined. The voter must be indefinitely confined to their home, and the reason for this confinement must be the voter’s age, physical illness, sickness, or disability. While one can indefinitely confine themselves to their home for any reason, that confinement does not qualify for an absentee ballot unless the confinement is for a statutory reason—not including a reasonable or unreasonable fear of becoming ill from COVID.

This statute was grossly misconstrued by the Dane and Milwaukee County clerks. Both clerks issued statements that they would send absentee ballots to voters who were indefinitely confined to their homes because of a fear of contracting COVID. The Wisconsin Supreme Court corrected this legally erroneous statement. However, during the time the clerks made their announcement until the judiciary forced the clerks to stop their announcements, the number of newly designated indefinitely confined voters skyrocketed. The clerks did nothing to remove these voters or determine which voters met the true legal definition of “indefinitely confined.” Instead, the clerks sent these registrants absentee ballots. In doing so, they not only gave ballots to unqualified indefinitely confined voters but skirted a very important protection for election fraud.

Voter identification is required for every ballot issued in Wisconsin except to the indefinitely confined voter.

Instead, the voter “may, in lieu of providing proof of identification, submit with his or her absentee ballot a statement . . . which contains the name and address of the elector and verifies that the name and address are correct.” Wis. Stat. § 6.87. This feature of indefinitely confined voting was also abused. In one documented incident from the Dane County recount, a voter reported that he called the clerk’s office and requested an absentee ballot. He was asked if he had identification that had his current address. Having just moved to the city, he responded that he had not obtained a new identification card. He was told not to worry, that he could still get a ballot by declaring himself to be indefinitely confined. Then, he was instructed to say that he would provide proof of his address by statement.

The clerk's office said not only would it send him a ballot for the 2020 general election, but they would send him a ballot to his home every year after without his having to request the ballot and without the necessity for identification until he stopped voting or reported that he was no longer indefinitely confined. The voter, an honest individual, declined the clerk's suggestion and reported his experience.

This was not the only abuse of the indefinitely confined voting law. A flagrant example is that of State Senator Patricia Schachtner. Schachtner and her husband signed statements indicating that they were indefinitely confined voters for the November 2020 election and opted to receive absentee ballots pursuant to Wis. Stat. § 6.87(2). However, social media showed the Schachtner family to be active outside their home in the months prior to and during the election both for personal recreation and as Schachtner campaigned for reelection. Additionally, Schachtner was named to be a Presidential elector to cast electoral college votes for Biden at the Wisconsin Capitol on December 14, 2020, approximately one month after the election for which she was indefinitely confined.

This is an egregious violation of the indefinitely confined status. One cannot be confined to one's home for a length of time with no definite end because of age, physical illness or infirmity, or disability and also campaign for reelection, enjoy social and family life, and appear at the Wisconsin Capitol to vote. Clearly, Schachtner and her husband were not indefinitely confined to their home when she requested and cast her ballot in the 2020 election. Schachtner and many others failed to follow our election law and no enforcement action was taken.

Our Republic and way of life is in danger if we fail to follow and enforce the law. The rule of law requires that legal rules be publicly known, consistently enforced, and even-handedly applied. Violating the rule of law can lead to uncertainty. Uncertainty provides opportunities for arbitrary power. Without the rule of law, citizens may be tempted to take justice into their own hands.

My investigation will determine why the clerks failed to act on their obligation to review and expunge from the voter rolls those claiming to be indefinitely confined voters when the clerk has “reliable information that [the] . . . elector no longer qualifies for the service.” Wis. Stat. § 6.86(2)(b). I am concerned that the electors who claimed they were indefinitely confined, but were not physically ill, infirm, elderly, or disabled failed to take steps to remove themselves from that status prior to the November 3, 2020, election. *See* Wis. Stat. § 6.86(2)(a). I am even more concerned that ineligible voters might have taken advantage of that status in order to vote without the need to properly identify themselves. I expect to issue another report that includes the impact of indefinitely confined voting abuses and how the Legislature can prevent these abuses in the future to restore confidence in the rule of law.

Chapter 9

Wards Under Guardianship Order Voted Unimpeded by Wisconsin's Election Officials as They Are Not Recorded in the WisVote Voter Database, Even Though the Circuit Courts Have This Information.

Wis. Stat. § 6.03 disqualifies from voting those citizens who are incapable of understanding the voting process or are under court-ordered guardianship, unless the court has determined that the right to vote is preserved. The statute states:

6.03 Disqualification of electors.

- (1) The following persons shall not be allowed to vote in any election and any attempt to vote shall be rejected:
 - (a) Any person who is incapable of understanding the objective of the elective process or who is under guardianship, unless the court has determined that the person is competent to exercise the right to vote.
 - (b) Any person convicted of treason, felony or bribery, unless the person's right to vote is restored through a pardon or under s. 304.078 (3).
- (2) No person shall be allowed to vote in any election in which the person has made or become interested, directly or indirectly, in any bet or wager depending upon the result of the election.
 - (3) No person may be denied the right to register to vote or the right to vote by reason that the person is alleged to be incapable of understanding the objective of the elective process unless the person has been adjudicated incompetent in this state. If a determination of incompetency of the person has already been made, or if a determination of limited incompetency has been made that does not include a specific finding that the subject is competent to exercise the right to vote, and a guardian has been appointed as a result of any such determination, then no determination of incapacity of understanding the objective of the elective process is required unless the guardianship is terminated or modified under s. 54.64.

The Help America Vote Act, section 21083, provides “if a State is described in section 4(b) of the National Voter Registration Act of 1993 (42 U.S.C. §§ 1973gg–2(b))

[now 52 U.S.C. § 20503(b)], that State shall remove the names of ineligible voters from the computerized list in accordance with State law.” Wisconsin is described in section 20503(b); so, section 21083 requires the state’s election officials to follow state law on removal of ineligible voters from the computerized list. Accordingly, section 21083 requires that WEC remove the names of ineligible voters from the computerized list, WisVote, in accordance with Wisconsin law.

In Wisconsin, ineligibility information about wards under guardianship without the right to vote is available from the circuit courts. Information about persons who are incapable of understanding the objective of the elective process is available from family, friends, medical authorities and nursing homes.

Under federal law, WEC is legally required to include in WisVote ineligibility information about ineligible wards and incapacitated persons. WEC is also legally required under federal law to distribute to the State’s municipal clerks lists of wards and incapacitated person so as to prevent these ineligible non-citizens from election day registration and voting.

In violation of its federal and state legal duties, Wisconsin election officials failed to prevent wards and incapacitated persons from voting in the 2020 Presidential election—casting doubt on the election result.

Chapter 10

Non-citizens Voted Unimpeded by Wisconsin’s Election Officials, as They Are not Recorded in the WisVote Voter Database, Even Though Wisconsin Law Requires Citizenship to Vote.

Wis. Stat. § 6.02 requires citizenship to be qualified as an elector. The statute states:

6.02 Qualifications, general.

- (1) Every U.S. citizen age 18 or older who has resided in an election district or ward for 28 consecutive days before any election where the citizen offers to vote is an eligible elector.
- (2) Any U.S. citizen age 18 or older who moves within this state later than 28 days before an election shall vote at his or her previous ward or election district if the person is otherwise qualified. If the elector can comply with the 28-day residence requirement at the new address and is otherwise qualified, he or she may vote in the new ward or election district.

Section 21083 of the Help America Vote Act provides “if a State is described in section 4(b) of the National Voter Registration Act of 1993 (42 U.S.C. §§ 1973gg–2(b)) [now 52 U.S.C. § 20503(b)], that State shall remove the names of ineligible voters from the computerized list in accordance with State law.” Wisconsin is described in section 20503(b); so, section 21083 requires the state’s election officials to follow state law on removal of ineligible voters from the computerized list. Accordingly, section 21083 requires that WEC remove the names of non-citizens, who are by definition ineligible voters, from the computerized list, WisVote, in accordance with Wisconsin law.

In Wisconsin, ineligibility information about non-citizens is available from the Department of Transportation. The Department of Transportation issues driver licenses to non-citizens who qualify. Under federal law, WEC is legally required to include in

WisVote ineligibility information about non-citizens from the Department of Transportation. WEC is also legally required under federal law to distribute to the state’s municipal clerks lists of non-citizens so as to prevent these ineligible non-citizens from election day registration and voting.

In violation of its federal and state legal obligations, Wisconsin election officials failed to prevent non-citizens from voting in the 2020 Presidential election—casting doubt on the election result.

Chapter 11

Milwaukee, Madison, Racine, Kenosha, and Green Bay Election Officials May Have Violated the Federal and Wisconsin Equal Protection Clauses by Not Treating All Voters Equally in the Same Election.

Importantly, the Zuckerberg 5 election officials violated Federal and Wisconsin Equal Protection Clauses by not treating all voters the same in the same election. Treating all voters equally in the same election is a bedrock principle of election law.

The public record shows that the public's right to vote was unjustifiably burdened by the Zuckerberg 5 targeting geographic and demographic groups for increased voting. The Zuckerberg 5's conduct promoting voting for certain voter groups affected election outcomes—as concluded by WILL's 2021 analytical report. The Zuckerberg 5 in the WSVP crossed the line between election administration and campaigning and that never should have never occurred.

The appropriate standard of review for Equal Protection Clause analysis is Anderson-Burdick scrutiny for the disparate treatment of voters and, also, here, strict scrutiny of the government's rationale. When a plaintiff alleges that a state has burdened voting rights through the disparate treatment of voters, the legal standard used is generally found in *Anderson v. Celebrezze*, 460 U.S. 780 (1983) and *Burdick v. Takushi*, 504 U.S. 428 (1992). See also *Clements v. Fashing*, 457 U.S. 957, 965

(1982). Although *Anderson* and *Burdick* were both ballot-access cases, the Supreme Court has confirmed their vitality in a much broader range of voting rights contexts. See *Crawford v. Marion Cnty. Election Bd.*, 553 U.S. 181, 204 (2008) (Scalia, J., concurring.) (“To evaluate a law respecting the right to vote—whether it governs voter qualifications, candidate selection, or the voting process—we use the approach set out in *Burdick*....”). The *Burdick* Court stated the standard as follows:

A court considering a challenge to a state election law must weigh “the character and magnitude of the asserted injury to the rights protected by the First and Fourteenth Amendments that the plaintiff seeks to vindicate” against “the precise interests put forward by the State as justifications for the burden imposed by its rule,” taking into consideration “the extent to which those interests make it necessary to burden the plaintiffs’ rights.”

Burdick, 504 U.S. at 434, (quoting *Anderson*, 460 U.S. at 789). This standard is sufficiently flexible to accommodate the complexities of state election regulations while also protecting the fundamental importance of the right to vote. *Obama for America v. Husted*, 697 F.3d 423, 428–30 (6th Cir. 2012). There is no “litmus test” to separate valid from invalid voting regulations; courts must weigh the burden on voters against the State’s asserted justifications and “make the ‘hard judgment’ that our adversary system demands.” *Crawford*, 553 U.S. at 190 (Stevens, J., announcing the judgment of the Court).

Similar to the federal constitution, Wisconsin’s Constitution requires equality from the government, including the Zuckerberg 5 when it takes on a government function:

Equality; inherent rights. Section 1. All people are born equally free and independent, and have certain inherent rights; among these are life, liberty

and the pursuit of happiness; to secure these rights, governments are instituted, deriving their just powers from the consent of the governed.

Art. I, sec. 1. The same legal standard of review applies for state constitutional claims.

The *Anderson–Burdick* standard, therefore, applies.

Additionally, when a state’s classification “severely” burdens the fundamental right to vote, strict scrutiny is the appropriate standard. *Burdick*, 504 U.S. at 434 (1992). The federal courts “have long been mindful that where fundamental rights and liberties are asserted under the Equal Protection Clause, classifications which might invade or restrain them must be closely scrutinized and carefully confined.” *Harper v. Va. Bd. of Educ.*, 383 U.S. 663, 670 (1966). Here, it is the CTCLs private funding of the Zuckerberg Plan’s governmental classifications that treat voters differently in the same elections, which triggers strict scrutiny.

Nothing could be more repugnant to democracy than private corporations paying to increase voting access for targeted demographic groups, so that they can manipulate election outcomes—something that will occur repeatedly under the auspices of the WSVP provisions. Private corporations were paying money to affect the election outcome. So strict scrutiny must apply when private funding of election administration targeting voter groups is involved—because the credibility of our federal elections is at stake

Additionally, in *Bush v. Gore*, the U.S. Supreme Court emphasized that equal protection restrictions apply not only to the “initial allocation of the franchise,” but “to the manner of its exercise” as well. *Bush*, 531 U.S. 98, at 104 (2000). The State may not subject voters to “arbitrary and disparate treatment” that “value[s] one person’s vote over that of

another.” *Id.* This equal protection prohibition on “arbitrary and disparate treatment” of different voters participating in the same election is what at least one commentator calls *Bush’s* “Uniformity Principle.” Michael T. Morley, *Bush v. Gore’s Uniformity Principle and the Equal Protection Right to Vote*, 28 Geo. Mason L. Rev. 229 (Fall 2020).

Courts have applied the Uniformity Principle to intentional discrimination concerning in-person voting opportunities. For example, in *Obama for America v. Husted*, 697 F.3d 423 (6th Cir. 2012), the Sixth Circuit held that it was unconstitutional for the State of Ohio to allow only domestic military voters to cast ballots in person over the weekend before Election Day. *Id.* at 437. The court noted that, although military voters can face unexpected emergencies that prevent them from voting in person on Election Day, other voters may face similar contingencies:

At any time, personal contingencies like medical emergencies or sudden business trips could arise, and police officers, firefighters and other first responders could be suddenly called to serve at a moment's notice. There is no reason to provide these voters with fewer opportunities to vote than military voters *Id.* at 435. The court concluded that the Equal Protection Clause therefore prohibited the state from making special accommodations only for military voters. *Id.* at 436. The court added that it would be “worrisome ... if states were permitted to pick and choose among groups of similarly situated voters to dole out special voting privileges.”

Id. at 435.

Similarly, the Zuckerberg 5’s WSVP was their collective effort “to pick and choose among groups of similarly situated voters to dole out special voting privileges”—which, when the Zuckerberg 5 is taking on a government function, violates the Equal Protection

Clause. *Id.* at 435. Accordingly, a post-certification administrative correction for the 2020 Presidential election should be made that the Zuckerberg 5 violated the federal and state Equal Protection Clauses.

Chapter 12

Recommendations

As noted above, OSC respectfully submits the following recommendations to the Wisconsin Assembly for its consideration, and its staff is pleased to provide additional information, testimony, and technical assistance. These recommendations fall into two categories: those facilitating transparency, and those facilitating political accountability. However, there is a strong positive synergy between the two goals: *i.e.*, the more transparent a process, the more politically accountable, and vice versa.

The OSC also submits a number of recommendations for WEC, as currently constituted, and for clerks. As the Administrator of WEC has noted, however, advice from WEC does not provide a legal safe harbor for clerks, and neither does advice from the OSC or any other merely persuasive authority in this area. Ultimately, it is incumbent upon the approximately 1,852 municipal clerks, the primary agents of election supervision in the State, to consult with their available counsel and make their own independent legal determinations in every case.

Legislative Recommendations to Serve Transparency

1. **Eliminate the Wisconsin Elections Commission.** As outlined in the Interim Report and above, replacing the disgraced and abolished Government Accountability Board with WEC has continued many of the same abuses of secrecy and confusion. The staff remains deeply connected to special interest groups and fails to adequately respond to voter and clerk complaints. Its biennial appropriation is over \$10 million, money which could be spent to

support municipal and county clerk operations. In addition, as its Administrator has noted, WEC provides no authoritative legal safe harbor for clerks: eliminating WEC would help clarify the constitutional and statutory authority of popularly elected officials and the voters in handling election matters. Any functions of WEC that might arguably be required by various federal laws could lawfully be handled by an empowered executive branch office of the Secretary of State, or by a collective body of county clerks themselves, or by some other structure. Currently, Wisconsin is only one of two States with a politically unaccountable bureaucracy tasked with providing guidance in election administration.

2. **Eliminate or Reduce Fees for Voter Registration Data.** Currently, voter registration information, including addresses, names, and voter history, are available for purchase. WEC sells that information for \$12,500. However, this information is not available in real-time and, worse yet, the fees are waived by contract with special interest groups. This fee should be eliminated or reduced by statute to a token fee (say, \$40 as it is in Arizona) to put all citizens on equal footing, and to allow for citizens to help keep the system up-to-date. It is important that the names and addresses of those who voted—with certain exceptions—are made freely available so that anyone so interested could compare, at no, or low cost, the names and addresses of those eligible to vote with those who, in fact voted. This would remove much of the opacity of the current system and bolster public faith in elections.

3. **Maintain a Single Statewide Voter Registration Database, and Make it Publicly Available and Secure.** As it stands, Wisconsin maintains several competing sets of interlocking databases and access systems. Clerks have noted that they were often given

superfluous sets of access keys, and that these systems are theoretically accessible out of state or out of the United States. WEC has also complained to the Assembly that providing comparisons between data sets on certain dates is extremely expensive. Making the information publicly available would place all individuals and parties on an equal footing and allow academic institutions (for example) to compare data sets over time. This would facilitate data quality and transparency with no cost to voter privacy.

1. **Set Up An Office to Engage in Auditing and Oversight of Elections.** Currently, there is no office in the State of Wisconsin with an ongoing charge to audit elections, or to systematically intake and respond to citizen complaints. The Legislature could consider setting up an office whose role is distinct from the Legislative Audit Bureau (LAB) and which merely undertakes periodic and random auditing of elections in various jurisdictions and delivering those results to the Legislature. This should professionalize and standardize oversight and facilitate long-term improvement and data quality. In addition, the Legislature could consider appropriating funds to enable the Attorney General to vigorously engage in investigation and prosecution of election law violations.
2. **Standardize a Process for Post-Election Contest.** Inevitably, elections will be contested. The Legislature should consider reviewing remedies to enable losers of elections to audit a small number of wards for a nominal cost, or for free. It should consider other remedies, including injunctive relief, to preserve the *status quo* while electoral contests are investigated.
3. **Prohibit Certain Contractual Terms in Government Contracts.** The Legislature should consider prohibiting certain vendor contractual terms as a matter of public policy.

For example, it should limit the use and release of sensitive voter data by vendors. It should prohibit terms that block Wisconsin governmental entities from obtaining or releasing data they paid for. And it should prohibit contracting with entities that do not timely respond to governmental requests for information, such as valid criminal or legislative subpoenas.

4. **Minimize Pre-Voting.** It is evident that widespread use of absentee and absentee-in-person voting renders public participation and oversight of counting impossible. Guidance by WEC “enabling” clerks to open envelopes prior to the statutorily mandated deadline denies citizens their right to observe that process. If public oversight of absentee voting is too burdensome, a better option is to prioritize traditional, in-person voting.
5. **Encourage In-House Technical Support.** Each clerk OSC spoke with made clear that their office simply does not have the technical ability to service various electronic voting machines. They simply do not and cannot understand how the various machines work. In the past, municipal public works departments maintained expertise in servicing analog machines. The Legislature should consider funding a program to bring technical expertise in-house, including considering a single state-wide machine system or single-client vendor.
6. **Exit the Electronic Registration Information Center (ERIC).** The State of Wisconsin pays this outside group six figures per year to assist it in cleaning up our voter rolls, but receives little to no benefit from it. In fact, as was recently noted in testimony before the Assembly, the contract with ERIC ties the hands of election officials in numerous ways. The State can seek lawful, bilateral agreements with States to ensure only lawful voters are on the rolls, without the concerns about partisanship.

Legislative Recommendations to Serve Political Accountability

1. **Provide a Method in Law for Private Challenge to Wisconsin Voter Rolls.** As it stands, there is no clear method for individuals with facial evidence of inaccurate voter rolls to enter state court and seek to fix that problem. The Assembly could consider various legal methods to enable citizens or civil rights groups to help maintain election database integrity in this way. Such a cause of action should take into account administrative burdens, and could even provide nominal rewards for successful voter roll challenges.
2. **Locate Certification of Presidential Electors in a Politically Accountable Body.** In 2020, the presidential electors were certified by a single member of WEC and the Governor. As a political action, certification of electors cannot be subject to the whim of the courts, or purely legal processes. Legitimate contests have occurred in the past and will occur again. To ensure widespread bipartisan confidence in the system, state law should explicitly authorize the contingent creation by campaigns of alternative slates of electors, and could consider penalties for certain actions of those alternates if results are not contested. In the event of widespread contest, the thumb should be on the scale in favor of withholding certification of electors. As noted in the Interim Report, “Hasty certification of electors in a tightly contested election may disenfranchise voters to the same extent as missing a deadline and failing to certify electors at all. While hasty certification may violate the state constitutional duties of the Legislature, delaying certification of electors until resolution of relevant issues does no such violence to our legal system.” Finally, placing certification of electors in a politically accountable body, such an association of elected county clerks, could restore confidence in the results of even a closely contested

presidential contest in the State.

3. **Provide a Method for Pre- and Post-Certification Challenges to Presidential Elections.** As noted in Appendix II, certification of electors in a Presidential election is a quintessentially political act, delegated by the state and federal constitutions to our elected state Legislature. However, the Legislature can consider establishing processes for standardizing challenges both pre-and post-certification. Such processes might establish administrative or legal rights, or establish opportunities to raise or expedite decertification procedures on the floor of the Assembly or Senate. The Legislature might also consider formalizing the ability of candidates to assemble alternative slates of electors, to ratify an already lawful process.
4. **Prohibit Outside Funding and Staff in Elections Administration.** OSC concurs in the recommendation of numerous clerks that outside money be prohibited in the administration of Wisconsin elections. Our State has a deep, progressive history and is suspicious of private entities engaging in governmental activity. Clerk's offices should be (and in 2020 were) adequately funded by state and federal entities, as appropriate, but outside grants should be disfavored or prohibited, especially where those grants have any conditions on them. Further, outside volunteers and observers should all be treated on equal footing.

Recommendations for the Wisconsin Elections Commission

(as currently constituted)

1. **Comply with Legislative Audit Bureau Recommendations.** In particular, promulgate statutorily required administrative rules prescribing the contents of training that municipal clerks provide to special voting deputies and election inspectors; eliminate all statutorily non-compliant guidance.
2. **Enter Into Data-Sharing Agreement with Wisconsin Department of Transportation.**
In particular, execute with the Department of Transportation a new written data-sharing agreement that includes provisions for verifying the information provided by individuals who register to vote by all methods and that specifies the procedures for verifying this information; establish a system to regularly review and update the data-sharing agreement; and comply with statutes by working with the Department of Transportation to obtain the electronic signatures of individuals who register online to vote. An enforcement mechanism to align the data, such as by citizen suit, perhaps accompanied by a small monetary bounty, would also be a useful supplement to this reform.
1. **Enter Into Data-Sharing Agreement with Wisconsin Department of Health Services.**
In order to ensure that our most vulnerable are not exploited, and to facilitate accurate voter rolls, WEC should work to execute a new written data-sharing agreement with the Department of Health Services and establish a system to regularly review and update the data-sharing agreement. Again, a citizen suit and bounty reform could be added on here as well to ensure data-sharing occurs properly.

2. **Enter Into Data-Sharing Agreement with Wisconsin Department of Corrections (DOC).** In order to ensure that only eligible voters are registered, WEC should work with DOC to execute a new data-sharing agreement and implementation system. Again, a citizen suit and bounty reform could be added on here as well to ensure data-sharing occurs properly.
3. **Provide Additional Training to Clerks.** If there is one function that an independent election administration can perform well, it is training. WEC should consider providing additional training to clerks along several dimensions: providing training for clerks related to machine certification, security, and statutorily mandated pre-election testing; training related to reviewing Election Day forms after each election and investigating relevant issues, including those related to tamper-evident seals; and training on ensuring that ballots are counted accurately when paper jams occur in electronic voting equipment.

Recommendations for Clerks

1. **Familiarize Yourself with Your Wisconsin Code Authority.** Surprisingly, many clerks have expressed to the OSC that they are under the impression that WEC guidance is binding, even when they believe such guidance (say, on drop boxes) is unlawful. Clerks and whatever counsel they have available should review their authority ahead of any conflict.
2. **Make Independent Assessments.** In circumstances where WEC guidance is contrary to law, clerks are empowered to make independent assessments, as they are the elected officials responsible for elections administration. As the Administrator of WEC has noted,

WEC guidance provides no legal safe harbor or immunity for clerks: it is true that clerks are on the legal hook for their own assessments, and should develop good relationships with corporate or outside counsel.

3. **Carefully Review Outside Contracts.** Clerks and other election officials should be careful not to enter into contractual arrangements with outside groups that do not serve the public interest, even when these agreements sound attractive or come with funding grants. As we saw in 2020, these contracts can be leveraged to coerce election officials and cause them to violate their oaths of office. When clerks do enter into outside contracts, they should endeavor to make those contracts public in their entirety. In the interests of transparency, clerks should endeavor to obtain comparable contracts, and donor lists, from nonprofits before engaging them.
4. **Explicitly Prohibit Your Staff from Engaging in Get-Out-The-Vote (GOTV) Operations.** In 2020, we did see widespread GOTV operations engaged in by municipal clerk's offices. This is inappropriate, as GOTV is a partisan activity, historically (and currently) engaged in by candidates and their parties. Staff should be apprised that even when described as "voter education," encouraging voting by any group is not the duty of a busy and potentially underfunded clerk's office.
5. **Consider Robust Voter Roll Review in Your Jurisdiction.** County and municipal clerks are responsible for maintaining the integrity of the voting rolls. Even in election years, federal law does not prohibit Wisconsin officials from removing ineligible voters from the rolls.

6. **Maintain An Exhaustive and Clear List of Election Day Personnel.** Under Wisconsin law, there are two classes of person on election day: election workers, and the general public. There is no third category. Election workers are bound by legal and ethical norms. Do not permit unauthorized individuals to operate under the color of state law.
7. **Catalog All Absentee Ballots Sent Out and Match These with Ballots Returned.** Some voters have reported receiving as many as four absentee ballots leading up to the November 3, 2020 election.
8. **Do Not Engage in Ballot Curing for Absentee Ballots Missing Requisite Voter Data.** Neither state nor federal law mandate curing ballots that are legally incomplete: clerks can take reasonable efforts to contact voters to remedy seemingly minor defects, but should be mindful of their own resources and state law.

Chapter 13

Conclusion

As noted at the outset, this Report by no means represents a “full audit” of the 2020 elections in the State of Wisconsin. Instead, it represents a snapshot of various issues identified by the OSC, other governmental actors, and citizens in the State, and makes a number of recommendations to fix them. Without full transparency by governmental actors, without a fully equipped office to investigate, and without time, some degree of triage by OSC was necessary. A full audit would undoubtedly take a look not just at evidence of major issues and draw inferences, but would take a comprehensive look at election processes, contracts, and machines, to stress test and run other technical reviews. This office has engaged with outside contractors and entered preliminary steps in the government procurement process. However, these auditors have let us know that without full access to information, they are unable to provide robust conclusions.

Again, as discussed by the Committee of Jurisdiction and the Speaker in public, the work of the Office of the Special Counsel is just getting started. The Office will remain authorized during the pendency of litigation to ensure that once the Wisconsin Supreme Court vindicates the right of the people to know what their own government is up to, we can expeditiously run necessary tests.

In the meantime, the major issues identified with compliance and oversight, especially at a time when the federal Congress is making known that legislative oversight is critical to lawmaking, are themselves cause for concern. The Special Counsel hopes that

the Assembly and the public can continue to fight to hold our election administration accountable and to ensure it is secure and efficient.

Finally, the Special Counsel would like to thank the concerned citizens and citizen groups, the numerous clerks and other public servants who have cooperated with the investigation, and the staff, contractors, and partners of the OSC and Assembly for their hard work and dedication to improving our democratic system.

Appendix I: Litigation Summary

As noted throughout, this Report regarding the administration of the 2020 election in Wisconsin is incomplete because the Office of the Special Counsel has received little to no cooperation in its investigation from the government officials and others that were responsible for conducting the election. As part of its investigation, the OSC has sent out ninety subpoenas for witness testimony. While we have conducted numerous interviews with voluntary witnesses, including governmental witnesses, due to public pressure from the Governor and out-of-state actors, word has gone out that the government does not need to respond to the elected Assembly. Instead, the OSC has been embroiled in litigation relative to those subpoenas since late 2020.

1. **Dane County Case Number 2021CV002552, *Wisconsin Elections Commission et al. vs. Wisconsin State Assembly et al.***

On October 21, 2020 WEC and its Administrator—Meagan Wolfe—sued the OSC and the Wisconsin Assembly in Dane County Circuit Court seeking an order that OSC subpoenas with which they had been served were invalid as impinging upon her personal rights. In doing so, WEC aims at the authorized mission of the OSC to investigate whether officials “have failed to adhere to our election laws by, at various times, ignoring, violating, and encouraging noncompliance with bright-line rules established by the statutes and regulations governing the administration of elections in Wisconsin.”

Notably, WEC took the unprecedented step of employing the Wisconsin Department of Justice as its attorneys in the lawsuit against the OSC and the Assembly.

Until this lawsuit, never before in the history of the State had one arm of the executive branch of Wisconsin's state government (WEC) used another arm of the executive branch (the DOJ) to seek a ruling from a separate branch (the judiciary) that an action by a third branch of state government was invalid and unenforceable (the subpoenas issued by OSC via the Assembly). In short, taxpayer money is being used by the Attorney General to block routine oversight by the duly-elected legislative body in the State, leading to a great waste of taxpayer money.

On October 25, 2021, the Attorney General lost, as Dane County Circuit Court Judge Rhonda Lanford ruled that WEC was not entitled to an emergency injunction invalidating the subpoenas or preventing OSC from seeking to enforce them. After further litigation, on January 10 2022, Judge Lanford ruled that while WEC did have the authority to bring the lawsuit and it would not be dismissed outright, WEC had not established that it was entitled to a temporary or permanent injunction against enforcement of the subpoenas. The matter was held open for further proceedings to address the WEC's overall complaint that the subpoenas are an invalid exercise of legislative authority.

Since that time, WEC has filed an Amended Complaint setting forth additional facts in support of its claims that the subpoenas are invalid, and other parties have sought to intervene and participate in the matter. A hearing is scheduled for March 17, 2022 on the proposed intervention of these other parties, but there is no other scheduled court activity.

In the meantime, neither WEC or Ms. Wolfe have voluntarily agreed to present their testimony to the OSC. It is likely that unless and until the matter is resolved by the Dane

County Circuit Court (and then all potential appeals are exhausted) the subpoenas for WEC and Ms. Wolfe will remain unsatisfied.

2. Waukesha County Case Number 2021CV001710, *Michael J. Gableman vs. Eric Genrich et al.*

Among the parties that have been subpoenaed for their testimony are the Mayor of Green Bay—Eric Genrich—and the Mayor of Madison—Satya Rhodes-Conway. In response to subpoenas with which they were served, the mayors did provide some documents that were requested, but at the same time neither agreed to appear to testify as required by the subpoenas. As a result, the OSC was put in a position of having to seek judicial assistance to direct that the mayors provide that testimony.

To do so, the OSC filed petitions for “writs of assistance” from the Waukesha County Circuit Court to require the mayors to appear and give the required testimony. A judicial writ of assistance is provided for by Wisconsin’s statutes. When a judge issues one, a witness must appear for testimony required by a subpoena. If the witness does not, the judge may order that the recalcitrant witness be subjected to punitive action, up to and including incarceration. However, before that can happen, the witness has the opportunity to appear before the court and argue that he or she is excused from appearing because the subpoena is invalid or for any number of other reasons.

The OSC filed for writs of assistance in Waukesha County Circuit Court as the statute setting forth the procedure for obtaining such writs commands that the writ be

sought “in the county where the person was obliged to attend.” Wis. Stat. § 885.12. As the mayors’ testimony was compelled by the subpoenas to occur in Waukesha County, the OSC was mandated to seek writs of assistance from the Waukesha County Circuit Court.

Before there was any substantive court appearance or action of any kind, Mayor Genrich appeared in the action represented by two law firms—Stafford Rosenbaum. LLP and Law Forward, Inc. Stafford Rosenbaum is a Madison-based law firm with over 50 attorneys, and Law Forward is an “impact litigation firm committed to protecting and advancing democracy and to restoring Wisconsin’s pragmatic progressive tradition.” Law Forward has a “Legal Advisory Council” that is comprised of, among others, prominent Democrat politicians, including former United States Senator Russ Feingold, and former Lt. Governor Barbara Lawton. There are no current or former elected officials on Law Forward’s advisory council that identified as Republican over the course of their respective careers. There are also several attorneys on the Council that have written about, and advocated for, progressive political causes, but none that appear to have ever advocated for conservative ones.

Mayor Genrich is now additionally represented by two more attorneys—Aaron Scherzer and Christine P. Sun. Mr. Scherzer and Ms. Sun are associated with the “States United Democracy Center,” an organization whose professed mission is “advancing free, fair, and secure elections,” focusing on “connecting State officials, law enforcement leaders, and pro-democracy partners across America with the tools and expertise they need to safeguard our democracy.”

Mayor Rhodes-Conway appeared by two lawyers for the City of Madison.

At the very outset, the mayors' attorneys portrayed the actions of the OSC as—

3. “lacking in legal merit;”
4. a “gross distortion of the relevant facts” and “a gross mischaracterization of the facts;”
5. “departing so greatly from legal standards” so that the Special Counsel should be sanctioned by the Court;
6. “an abuse of process;” and
7. “a bad-faith effort to publicly harass local officials with no legal basis.”

None of these statements are remotely true, of course, but the OSC has been forced to respond to these scurrilous accusations both in the press and in court.

Shortly afterward, the representatives of WEC and the mayors began “cross-pollinating” the Dane County matter with the Waukesha County matter by filing letters with the respective courts smearing the OSC and improperly attempting to influence the respective judges. The Wisconsin Department of Justice filed a letter in the Waukesha County matter, arguing that the subpoenas were invalid and that the validity of the subpoenas addressed to the mayors would be addressed in large part by the court in the Dane County matter discussed above. In addition, mayor Genrich’s representatives attempted to influence the outcome of the Dane County matter by filing a letter with that court arguing that the OSC had made “misrepresentations” to the Waukesha County court and that the subpoenas were “unauthorized, quasi-depositions of mayors and elections officials throughout Wisconsin.”

As of this writing, written briefs are being submitted to the Court regarding the following inquiries submitted by the Court:

1. The Court's authority to issue the writs;
2. The correct procedure to follow; and
3. The factual basis of the writs.

A hearing is scheduled on those issues on April 22, 2022. While the Court has asked that these issues be addressed, it is only a preliminary inquiry. The Court has additionally stated that it will not be addressing the actual issuance of the writs or whether the mayors have a reasonable excuse for their failure to comply with the subpoenas. Those issues will be addressed subsequently.

As with the Dane County matter, the Waukesha County matter is nowhere near resolution. First, all issues will need to be addressed by the Circuit Court judge, and then it is likely that any decision will be appealed up to the Wisconsin Supreme Court (and potentially the United States Supreme Court). In the meantime, as with WEC and Ms. Wolfe, neither mayor has voluntarily agreed to give testimony, and it is likely their subpoenas will remain unsatisfied until the conclusion of all litigation.

1. Dane County Case Number 2021CV003007, *American Oversight vs. Assembly Office of Special Counsel et al.*

In addition to the above, the OSC has been forced into litigation over issues surrounding the voluminous requests for documents it has received pursuant to Wisconsin's Open Records law. While these requests and the attendant litigation have not

directly affected the OSC’s ability to obtain necessary information—as the lack of cooperation and litigation over the subpoenas has done—at the same time, it has strained the OSC’s resources and indirectly affected the OSC’s work in a very significant way.

In Dane County Case Number 2021CV003007, a group called American Oversight has sued the OSC, along with the Wisconsin State Assembly, Speaker of the Assembly Robin Vos, and Wisconsin State Senate Sergeant-at-Arms Edward Blazel over purportedly insufficient responses to requests made to the OSC and the other defendants under Wisconsin’s Open Records law.

Before the work of the OSC has finished, or even begun in large part, American Oversight has referred to the OSC’s efforts on behalf of the Assembly as “baseless,” that the OSC is “perpetuating Trump’s big lie that the election was somehow stolen,” and that the real purpose of the OSC’s work is to “create a pretext for enacting new restrictions on voting rights.”

Pursuant to their efforts to establish their narrative prior to the work of the OSC coming to fruition, American Oversight has served numerous open records requests upon the OSC, including the following—

2. A September 15, 2021, demand for all “organizing materials,” of the OSC, including contracts, agreements, scopes of work, and other documents related to the “scope of investigative authority” of the OSC;
3. A September 15, 2021, demand for all “work product” materials, including “interim reports, analyses, notifications, or other work product produced or collected by individuals or entities under contract to investigate” the November 2020 election, or any other;

4. A September 15, 2021, demand for all “communications” between “former justice Michael Gableman, or anyone communicating on his behalf, such as an administrative assistant, or any individual designated or engaged as an investigator, including, but not limited to Steven Page, and (ii) any other contractor or agent of the Wisconsin Assembly charged with investigating the November 2020 election,” as well as all “calendar entries” maintained by any investigators;
5. An October 15, 2021 demand for “external communications” between the OSC and a list of 30 individuals and/or entities;
6. An October 26, 2021, demand for “organizing materials” similar to the one served in September of 2021;
7. An October 26, 2021, demand for “work product” similar to the one served in September of 2021; and
8. An October 26, 2021, demand for “communications” similar to the one served in September of 2021.

All of the above open records requests are currently part of the litigation pending in Dane County.

In addition, American Oversight has served four additional open records requests, dated January 18, 2022, and February 1, 2022, that are still being processed by the OSC, and are not part of any litigation as of yet.

Beyond those served by American Oversight, the *Milwaukee Journal Sentinel*, via reporter Patrick Marley, served an open records request dated February 7, 2022, in which the following records were demanded:

- The call log showing all calls to and from all cell phones used by Gableman;
- The call log showing all calls to and from all cell phones used by any of Gableman’s staff (including direct employees, contractors and subcontractors);
- All paper and electronic calendars for Gableman;

- All emails and/or text messages between Gableman and Rudy Giuliani;
- All emails and/or text messages between Gableman and John Eastman;
- All emails and/or text messages between Gableman and Phill Kline;
- All emails and/or text messages between Gableman and Erick Kaardal;
- All emails and/or text messages between Gableman and Phil Waldron;
- All emails and/or text messages between Gableman and James Troupis;
- All emails and/or text messages between Gableman and Kenneth Chesebro;
- All emails and/or text messages between Gableman and David Clarke;
- All emails and/or text messages between Gableman and Rep. Janel Brandtjen;
- All emails and/or text messages between Gableman and Rep. Timothy Ramthun;

In addition, I am requesting the following documents since Sept. 28, 2021:

- All emails and/or text messages between Gableman and Robin Vos;
- All emails and/or text messages between Gableman and Reince Priebus;
- All emails and/or text messages between Gableman and Nick Boerke;
- All emails and/or text messages between Gableman and Andrew Kloster;
- All emails and/or text messages between Gableman and Harry Wait;
- All emails and/or text messages between Gableman and Gary Wait;
- All emails and/or text messages between Gableman and Peter Bernegger;
- All emails and/or text messages between Gableman and Jefferson Davis;
- All emails and/or text messages between Gableman and Mike Lindell;
- All emails and/or text messages between Gableman and Steve Bannon;
- All emails and/or text messages between Gableman and Seth Keshel;
- All emails and/or text messages between Gableman and Shiva Ayyadurai;

- All emails and/or text messages between Gableman and Ron Heuer;
- The computer security protocols for the Office of Special Counsel;
- Transcripts of witness interviews;
- Audio and/or video recordings of witness interviews;
- All submissions to wifraud.com.

The Special Counsel believes in governmental transparency and is making every effort to comply with the above demands.

However, including the Special Counsel himself, the OSC has a full-time staff of two persons. It also has five part-time staff members consisting of four attorneys and an investigator. Simply responding to these voluminous open records requests is a task that has taken up a tremendous amount of staff time. In addition, the Assembly has engaged outside counsel to defend the American Oversight lawsuit and will likely have to hire counsel to defend further lawsuits if the responses provided to the outstanding demands do not satisfy American Oversight or the *Milwaukee Journal Sentinel*.

While the OSC will continue to see that its duties under Wisconsin's open records law are fulfilled, doing so has, and will continue to materially hamper the ability of the OSC staff to address the substantive issues with which it was charged with investigating and reporting upon to the Wisconsin State Assembly.

Appendix II: Decertification and the Electoral Count Act

Certification of electors in a state is a quintessentially political act, delegated by the United States Constitution to state legislatures, which may voluntarily adopt revocable and defeasible rules to guide the process. Wisconsin election law does not explicitly authorize the decertification of electors. But neither does it prohibit it. For this reason, the U.S. Constitution and the gap-filling common law against which backdrop the federal and Wisconsin Constitutions were adopted provide the ultimate guidance. And under those two documents, it is clear that the Wisconsin Legislature could lawfully take steps to decertify electors in any Presidential election, for example in light of violations of state election law that did or likely could have affected the outcome of the election. Furthermore, notwithstanding the current debate over amending the federal Electoral Count Act, the supreme responsibility for running state elections in Wisconsin is vested in our state Legislature—not any other state instrumentality, and not the federal government.

The U.S. Constitution provides in relevant respect that “Each State shall appoint, *in such Manner as the Legislature thereof may direct, a Number of Electors, equal to the whole Number of Senators and Representatives to which the State may be entitled in the Congress ...*” U.S. Const., art. II., § 1, cl. 2. This is a direct delegation to each state legislature. It is not a delegation to the Wisconsin Governor (or WEC) *and* its Legislature. The Framers knew how to delegate to, respectively, state legislatures or state executives, or to both acting concurrently. *Compare, e.g., id. with id.* at art. IV, § 4 (“The United States shall guarantee to every State in this Union a Republican Form of Government, and shall

protect each of them against Invasion; and on Application of the Legislature, or of the Executive (when the Legislature cannot be convened) against domestic Violence.”) (emphasis added) and *id.* at XVII amend. (“When vacancies happen in the representation of any State in the Senate, *the executive authority of such State* shall issue writs of election to fill such vacancies: *Provided, That the legislature of any State may empower the executive thereof* to make temporary appointments until the people fill the vacancies by election as the legislature may direct.”) (emphases added).

The direct constitutional delegation to state legislatures here operates as a “plenary” power. See *McPherson v. Blecker*, 146 U.S. 1, 35 (1892); see also *Bush v. Gore*, 531 U.S. 98, 104 (2000) (“The State, of course, after granting the franchise in the special context of Article II, can take back the power to appoint electors.”). Pursuant to that plenary power, it is true that after 1824 most state legislatures began to delegate, in effect, their plenary power to *a process of popular selection of the presidential electors* carried out under a suite of state law provisions. Yet, as applied here, these delegations and self-imposed statutory processes by the Wisconsin legislature are not irrevocable. An election of presidential electors that violates Wisconsin (or any other state legislature’s relevant laws) is both void and voidable.

This Report has documented not just one, but a great collection of Wisconsin election law violations. As a political matter, the actions of state actors certifying electors in any Presidential election can be reconsidered as the Wisconsin Legislature sees fit using its plenary power under Article II of the federal Constitution, as recognized in *McPherson*

and *Bush v. Gore*. Indeed, *McPherson* noted that “there is no doubt of the right of the legislature to resume the power *at any time*.” *McPherson*, 146 U.S. at 35 (emphasis added).

The process of presidential elections can be conceived of as having five steps: (1) certification pursuant to state law; (2) the arrival of the “safe harbor” date specified in the Electoral Count Act (“ECA”), 3 U.S.C. § 5, purporting to make “conclusive” the determination of election contests in the courts “or other methods and procedures” before that date; (3) the date when state-certified electors meet and cast their votes in their respective States; (4) the opening by the Vice President and counting of electoral votes pursuant to the ECA, 3 U.S.C. § 15, on January 6 of the year following a presidential election; and (5) the inauguration of the President on January 20 of that same year at noon, per the Twentieth Amendment to the Constitution. However, that Article II of the U.S. Constitution assigns to Congress only the power to “determine the Time of chusing the Electors, and the Day on which they shall give their Votes; which Day shall be the same throughout the United States.” Hence, the relevance of the ECA should not be overstated. The powers to set the time for choosing electors and the day thereof is not the power for Congress to override the plenary power of state legislators to select the State’s electors or to act to correct mistakenly certified electors who were certified only because state law was violated in the process.

Two legal analyses from Legislative Council and the Legislative Reference Bureau argue that various events on that five-step process timeline, coupled with silence or the lack of specificity in various sources of law, means that state legislatures cannot decertify.

This logic of those pieces is defective. They ignore the full logical implications of the “plenary” power of the state legislatures to act “at any time” to determine proper electors. For example, when electors were wrongly certified in Hawaii in the 1960 presidential election for Vice President Nixon, that problem was retroactively corrected and Hawaii’s electoral votes were counted for John F. Kennedy.

As to the initial method for selecting the President, it matters what system of state law is put in place to select electors and when, relative to that system, new election laws are adopted. No one would support the Wisconsin Legislature allowing an election to be run using one set of election laws and then, just because a majority of both houses thereof did not like the tally of the people’s votes occurring within the proper confines of Wisconsin law, adopting a new set of legislative rules and applying them to an already conducted popular election as if that had always been the law.

But the premise of the use of the method of popularly electing elections is inherently, and unavoidably, that such elections be conducted *without violation* of the relevant State’s election laws to the extent that the outcome of the election did or likely could swing based on such violations of state law. If an election were purportedly run using the *ex ante* set of legislative election rules (or some of those rules), but *in reality*, the election was run in flat violation of those laws, then the decision of which set of electors to certify (or decertify) devolves back upon the Wisconsin Legislature, where the plenary power to select electors was initially reposed. This is particularly true when the courts do not reach the merits of election disputes brought to them for resolution of whether the *ex*

ante rules were actually followed, dismissing challenges, for instance, on grounds of lack of standing, laches, and the like, as is the case in Wisconsin regarding numerous legal challenges.

The ECA is not constitutional law and it cannot be used to strip state legislatures of their Article II plenary power over elector selection, especially when evidence of widespread violations of state election law become clear only late in an election cycle or even after an election cycle is over. At that point, the principle that comes into play is the common law principle that fraud or illegality vitiates results rendered under an illegal or fraudulent process. *See, e.g., United States v. Throckmorton*, 98 U.S. 61, 64 (1878) (“Fraud vitiates even the most solemn contracts, documents, and even judgments.”); *see also United States v. Bradley*, 35 U.S. 343, 360 (1836) (citing *Pigot’s Case*, 11 Co. Lit. 27b (1614)). To take just one example, the Third Circuit recognized more than a quarter century ago that an illegally certified candidate who was already sitting in the Pennsylvania Legislature and had been sworn in must be stripped of his office based on violations of that State’s election laws. *See Marks v. Stinson*, No. Civ. A. 93-6157, 1994 WL 47710, at *15-16 (E.D. Pa. Feb. 18, 1994), *vacated in part*, 19 F.3d 873 (3d Cir.), *aff’d after remand*, 37 F.3d 1487 (3d Cir.). And this occurred where there was no mechanism in the Pennsylvania Constitution for explicitly applying such a remedy. The Legislative Council and Reference Bureau do not take account of this precedent, logic, or history.

Thus it is clear that the Wisconsin Legislature (acting without the concurrence of the Governor, *see supra*), could decertify the certified electors in the 2020 presidential

election. Two steps would be required for it to do so. *First*, the Legislature would need a majority in both houses to pass a resolution concluding that the 2020 election was (a) held in violation of state law, as detailed in this Report (or other sources), in one or more respects; and (b) the degree of violation of state law in place on November 3, 2020 rose to the level that fraud or other illegality under Wisconsin law could have affected the outcome, using any evidentiary test for certainty the Legislature agreed should apply (for instance, a preponderance, etc.). And *second*, the Legislature would need to invoke and then exercise its plenary power to designate the slate of electors it thought best accorded with the outcome of the election, had it been run legally in accord with the state election laws in effect on November 3, 2020. This would lead to decertifying the relevant electors, if the Legislature concluded that they were not the slate of electors that best accorded with the election if run consistent with all relevant Wisconsin laws in effect on election day.

However, this action would not, on its own, have any other legal consequence under state or federal law. It would not, for example, change who the current President is.