

Subject: Fwd: Public Records Law Request (WI-REP-22-0210)
Date: Thursday, April 28, 2022 at 4:15:50 PM Eastern Daylight Time
From: Dylan Winters
To: AO Records

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From: Redell, Carol <Carol.Redell@legis.wisconsin.gov>
Sent: Wednesday, April 27, 2022 2:28:41 PM
To: Dylan Winters <dylan.winters@americanoversight.org>
Cc: Rep.Vos <Rep.Vos@legis.wisconsin.gov>; Fawcett, Steve <Steve.Fawcett@legis.wisconsin.gov>; Blazel, Ted <Ted.Blazel@legis.wisconsin.gov>
Subject: RE: Public Records Law Request (WI-REP-22-0210)

EXTERNAL SENDER

https://wilegis-my.sharepoint.com/:u:/g/personal/credell_legis_wisconsin_gov/EaR8QwjR1ztMlf_FPoZBs5ABvfoISMlsCmdHjTXwfKwMrg?email=dylan.winters%40americanoversight.org&e=wrOpBf

Dylan Winters
American Oversight
dylan.winters@americanoversight.org

Dear Mr. Winters:

Open records requests are processed through the Assembly Chief Clerk's office for billing purposes only. You submitted an open records request to Representative Vos. The records are being provided in electronic format and, thus, there is no charge for any location or reproduction costs. Accordingly, all records that are responsive to your request are attached to this email.

Carol Redell
Office of the Assembly Chief Clerk
17 West Main Street, Suite 401
Madison, Wisconsin 53703
608.266.1501
carol.redell@legis.wi.gov

From: Fawcett, Steve <Steve.Fawcett@legis.wisconsin.gov>
Sent: Wednesday, April 27, 2022 2:54 PM
To: records@americanoversight.org
Cc: Blazel, Ted <Ted.Blazel@legis.wisconsin.gov>; Redell, Carol <Carol.Redell@legis.wisconsin.gov>
Subject: FW: Public Records Law Request (WI-REP-22-0210)

Dear Mr. Winters,

This is in response to your public records request dated 3/3. Your initial request is attached.

Responsive records have been delivered to the Office of the Assembly Chief Clerk. The Assembly Chief Clerk will be in contact with you with instructions on how to retrieve those records. We now consider this matter closed. Thank you.

Sincerely,

Steve Fawcett
General Counsel
Office of Assembly Speaker Robin Vos
608.266.3387

From: Rep.Vos <Rep.Vos@legis.wisconsin.gov>
Sent: Thursday, March 3, 2022 4:41 PM
To: Fawcett, Steve <Steve.Fawcett@legis.wisconsin.gov>
Subject: FW: Public Records Law Request (WI-REP-22-0210)

From: AO Records <records@americanoversight.org>
Sent: Thursday, March 3, 2022 4:07 PM
To: Blazel, Ted <Ted.Blazel@legis.wisconsin.gov>; Rep.Vos <Rep.Vos@legis.wisconsin.gov>
Subject: Public Records Law Request (WI-REP-22-0210)

Dear Speaker Vos and Chief Clerk Blazel

Please find attached a request for records under Wisconsin's public records law.

Sincerely,
Dylan Winters (he/him)
Paralegal
American Oversight
records@americanoversight.org
www.americanoversight.org | @weareoversight

PRR: WI-REP-22-0210

WISCONSIN STATE ASSEMBLY

2021-2022 Regular Session

Assembly Committee on Campaigns and Elections

LEGISLATIVE SUBPOENA *DUCES TECUM*

State of Wisconsin)
)ss
County of Waukesha)

THE STATE OF WISCONSIN TO:

Encore Group (USA) LLC
c/o Chief Legal Officer
5100 North River Road
Suite 300
Schiller Park, Illinois 60176

PURSUANT TO LAW, YOU ARE COMMANDED TO be and appear before the Wisconsin State Assembly's designee, the **SPECIAL COUNSEL**, on **February 9, 2022, beginning at 9:30 a.m. at 200 South Executive Drive, STE. 101, Brookfield, Wisconsin**, to produce to the Assembly's designee, the **SPECIAL COUNSEL**, the documents and other items identified on the attached schedule; and you are not to depart or deviate from the terms of this subpoena without leave of the **SPECIAL COUNSEL**.

Failure to comply with this subpoena may constitute contempt of the legislature and is subject to punishment, including incarceration or the levy of attorney's fees and costs.

AUTHORIZATION

BY: 
REP. ROBIN VOS, Speaker
Wisconsin State Assembly

BY: _____
EDWARD BLAZEL, Chief Clerk
Wisconsin State Assembly

Signed at 11:30 AM,
Wisconsin on this 10th DAY of
FEBRUARY, 2022.

Signed at _____,
Wisconsin on this _____ DAY of
FEBRUARY, 2022.

Committee Designee:
Michael Gableman,
SPECIAL COUNSEL TO THE WISCONSIN ASSEMBLY
P.O. Box 510766
New Berlin, WI, 53151
(262) 202-8722
coms@wispecialcounsel.org

WISCONSIN STATE ASSEMBLY

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SCHEDULE TO SUBPOENA *DUCES TECUM*

In accordance with the attached definitions and instructions, you, are hereby required to produce the documents and other items listed below.

In lieu of personal appearance, compliance with this subpoena may be satisfied by emailing the requested records to coms@wispecialcounsel.org or by mailing them to 200 South Executive Drive, STE. 101, Brookfield, Wisconsin (53005)

DOCUMENT PRODUCTION DEFINITIONS AND INSTRUCTIONS

1. In complying with this subpoena, produce all responsive documents that are in your possession, custody, or control, whether held by you or by your past or present agents, employees, and representatives acting on your behalf. Produce all documents that you have a legal right to obtain, that you have a right to copy, or to which you have access, as well as documents that you have placed in the temporary possession, custody, or control of any third party.
2. Requested documents, and all documents reasonably related to the requested documents, should not be destroyed, altered, removed, transferred, or otherwise made inaccessible to the Office of the Special Counsel (OSC).
3. In the event that any entity, organization, or individual denoted in this request is or has been known by any name other than that herein denoted, the request shall be read also to include that alternative identification.
4. The OSC's preference is to receive documents in a protected electronic form (i.e., password protected hard drive, password protected CD, memory stick, thumb drive, or secure file transfer) in lieu of paper productions. Electronic document productions should be prepared according to the following standards:
 - a. If the production is completed through a series of multiple partial productions, field names and file order in all load files should match.
 - b. All electronic documents produced to the OSC should include the following fields of metadata specific to each document, and no modifications should be made to the original metadata:

BEGDOC, ENDDOC, TEXT, BEGATTACH, ENDATTACH, PAGECOUNT, CUSTODIAN, RECORDTYPE, DATE, TIME, SENTDATE, SENTTIME, BEGINDATE, BEGINTIME, ENDDATE, ENDTIME, AUTHOR, FROM, CC, TO, BCC, SUBJECT, TITLE,

FILENAME, FILEEXT, FILESIZE, DATECREATED,
TIMECREATED, DATELASTMOD, TIMELASTMOD, INTMSGID,
INTMSGHEADER, NATIVELINK, INTFILPATH, EXCEPTION,
BEGATTACH.

5. Documents produced to the OSC must include an index describing the contents of the production. To the extent more than one CD, hard drive, memory stick, thumb drive, zip file, box, or folder is produced, each should contain an index describing its contents.
6. Documents produced in response to this subpoena shall be produced together with copies of file labels, dividers, or identifying markers with which they were associated when the request was served.
7. When you produce documents, identify the paragraph(s) or request(s) to which the documents respond.
8. The fact that any other person or entity also possesses non-identical or identical copies of the same documents shall not be a basis to withhold any information.
9. The pendency of or potential for litigation shall not be a basis to withhold any information.
10. If compliance with the subpoena cannot be made in full by the specified return date, compliance shall be made to the extent possible by that date. An explanation of why full compliance is not possible shall be provided along with any partial production, as well as a date certain as to when full production will be provided.
11. If you withhold a document, you must provide a log containing the following information concerning any such document: (a) the reason it is being withheld, including, if applicable, the privilege asserted; (b) the type of document; (c) the general subject matter; (d) the date, author, addressee, and any other recipient(s); and (e) the relationship of the author and addressee to each other.
12. If any document responsive to this subpoena was, but no longer is, in your possession, custody, or control, identify the document (by date, author, subject, and recipients), and explain the circumstances under which the document ceased to be in your possession, custody, or control. Additionally, identify where the responsive document can now be found including name, location, and contact information of the entity or entities now in possession of the responsive document(s).

13. If a date or other descriptive detail set forth in this subpoena referring to a document is inaccurate, but the actual date or other descriptive detail is known to you or is otherwise apparent from the context of the request, produce all documents that would be responsive as if the date or other descriptive detail were correct.
14. This subpoena is continuing in nature and applies to any newly discovered information. Any record, document, compilation of data, or information not produced because it has not been located or discovered by the return date shall be produced immediately upon subsequent location or discovery.
15. All documents shall be Bates-stamped sequentially and produced sequentially.
16. Upon completion of the production, submit a written certification, signed by you or your counsel, stating that: (1) a diligent search has been completed of all documents in your possession, custody, or control that reasonably could contain responsive documents; and (2) all documents located during the search that are responsive have been produced to the OSC.

DEFINITIONS

- A. The term "**Office of the Special Counsel**" ("**OSC**") means Michael J. Gableman in his official capacity as the Special Counsel duly appointed by the Wisconsin State Assembly to investigate matters related to the November 3, 2020, General Election in Wisconsin and related matters, as well as individuals employed by and/or acting on behalf of that Office.
- B. The terms "**you**," "**your**," or "**yours**" means **True the Vote, Inc.**, including its owners, officers, directors, employees, former employees, and subsidiaries, or any entities that have previously acted or are presently acting on its behalf.
- C. The term "**person(s)**" means any natural person or any business, proprietorship, firm, partnership, corporation, association, organization, or other Entity. The acts of a Person include the acts of directors, officers, owners, members, employees, agents, attorneys, or other representatives acting on the Person's behalf.
- D. The term "**document**" means any written, recorded, or graphic matter of any nature whatsoever, regardless of classification level, how recorded, or how stored/displayed (e.g. on a social media platform) and whether original or copy, including, but not limited to, the following: memoranda, reports, expense reports, books, manuals, instructions, financial reports, data, working papers,

records, notes, letters, notices, confirmations, telegrams, receipts, appraisals, pamphlets, magazines, newspapers, prospectuses, communications, electronic mail (email), contracts, cables, notations of any type of conversation, telephone call, meeting or other inter-office or intra-office communication, bulletins, printed matter, computer printouts, computer or mobile device screenshots/screen captures, teletypes, invoices, transcripts, diaries, analyses, returns, summaries, minutes, bills, accounts, estimates, projections, comparisons, messages, correspondence, press releases, circulars, financial statements, reviews, opinions, offers, studies and investigations, questionnaires and surveys, and work sheets (and all drafts, preliminary versions, alterations, modifications, revisions, changes, and amendments of any of the foregoing, as well as any attachments or appendices thereto), and graphic or oral records or representations of any kind (including without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, recordings and motion pictures), and electronic, mechanical, and electric records or representations of any kind (including, without limitation, tapes, cassettes, disks, and recordings) and other written, printed, typed, or other graphic or recorded matter of any kind or nature, however produced or reproduced, and whether preserved in writing, film, tape, disk, videotape, or otherwise. A document bearing any notation not a part of the original text is to be considered a separate document. A draft or non-identical copy is a separate document within the meaning of this term.

- E. The term "**communication**" means each manner or means of disclosure or exchange of information, regardless of means utilized, whether oral, electronic, by document or otherwise, and whether in a meeting, by telephone, facsimile, mail, releases, electronic message including email (desktop or mobile device), text message, instant message, MMS or SMS message, message application, through a social media or online platform, or otherwise.
- F. The terms "**owned,**" **leased,**" and/or **used**" means their plain language, as well as the possession or control of the item.
- G. The term "**entity**" means corporation, company, firm, partnership, joint venture, association, governmental body or agency, or Persons other than a natural Person.
- H. The terms "**concerning,**" **associated with,**" **relate to,**" **related to,**" and **relating to**" mean in whole or in part concerning, reflecting, alluding to, mentioning, regarding, discussing, bearing upon, commenting on, constituting, pertaining to, demonstrating, describing, depicting, directly or indirectly relating to, summarizing, containing, embodying, showing, comprising,

evidencing, refuting, contradicting, analyzing, identifying, stating, dealing with, and/or supporting.

- I. The terms **“any” and “all”** are to be construed to mean both any and all.
- J. The terms **“and” and “or”** are to be construed conjunctively and disjunctively, whichever makes the request for documents and things most inclusive.
- K. The term **“including”** is to be construed to mean without limitation.

The use of the singular form of any word includes the plural form of that word.

- L. The term **“third party”** includes, but is not limited to, customers and potential customers, vendors, retailers, distributors, consultants, testing and/or manufacturing and testing facilities, manufacturers, and sales representatives.
- M. The term **“ballot harvesting”** means the use of a government or non-governmental employee, agent, representative,, entity, or operative who contacts an absentee voter for the purpose of canvassing that voter about the nature or status of his or her ballot, attempting to influence the voter to cast his or her ballot in a specific manner or for a specific candidate or issue, obtaining the absentee voter’s ballot for delivery to the clerk, U.S. postal facility, or ballot drop box, and/or to enticing, aiding, enabling, or causing the voter to fail to personally mail or deliver a ballot to the municipal clerk issuing the ballot in violation of Wis. Stat. § 6.87.

DOCUMENTS AND RECORDS TO BE PRODUCED

- 1. For the period October 1, 2020 through December 31, 2020, any and all documents related to the provision of services related to the 2020 General Election at the Hyatt Regency Green Bay, 333 Main Street, Green Bay, WI 54301.
- 2. For the period October 1, 2020 through December 31, 2020, any and all documents related to Michael Spitzer-Rubenstein or the National Vote at Home Institute.

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THE STATE OF WISCONSIN TO:

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Wisconsin State Assembly

BY: _____
EDWARD BLAZEL, Chief Clerk
Wisconsin State Assembly

Signed at 11:30 AM,
Wisconsin on this 10th DAY of
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P.O. Box 510766
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2021-2022 Regular Session

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- C. The term "**person(s)**" means any natural person or any business, proprietorship, firm, partnership, corporation, association, organization, or other Entity. The acts of a Person include the acts of directors, officers, owners, members, employees, agents, attorneys, or other representatives acting on the Person's behalf.
- D. The term "**document**" means any written, recorded, or graphic matter of any nature whatsoever, regardless of classification level, how recorded, or how stored/displayed (e.g. on a social media platform) and whether original or copy, including, but not limited to, the following: memoranda, reports, expense reports, books, manuals, instructions, financial reports, data, working papers,

records, notes, letters, notices, confirmations, telegrams, receipts, appraisals, pamphlets, magazines, newspapers, prospectuses, communications, electronic mail (email), contracts, cables, notations of any type of conversation, telephone call, meeting or other inter-office or intra-office communication, bulletins, printed matter, computer printouts, computer or mobile device screenshots/screen captures, teletypes, invoices, transcripts, diaries, analyses, returns, summaries, minutes, bills, accounts, estimates, projections, comparisons, messages, correspondence, press releases, circulars, financial statements, reviews, opinions, offers, studies and investigations, questionnaires and surveys, and work sheets (and all drafts, preliminary versions, alterations, modifications, revisions, changes, and amendments of any of the foregoing, as well as any attachments or appendices thereto), and graphic or oral records or representations of any kind (including without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, recordings and motion pictures), and electronic, mechanical, and electric records or representations of any kind (including, without limitation, tapes, cassettes, disks, and recordings) and other written, printed, typed, or other graphic or recorded matter of any kind or nature, however produced or reproduced, and whether preserved in writing, film, tape, disk, videotape, or otherwise. A document bearing any notation not a part of the original text is to be considered a separate document. A draft or non-identical copy is a separate document within the meaning of this term.

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- F. The terms "**owned,**" **leased,**" and/or **used**" means their plain language, as well as the possession or control of the item.
- G. The term "**entity**" means corporation, company, firm, partnership, joint venture, association, governmental body or agency, or Persons other than a natural Person.
- H. The terms "**concerning,**" **associated with,**" **relate to,**" **related to,**" and **relating to**" mean in whole or in part concerning, reflecting, alluding to, mentioning, regarding, discussing, bearing upon, commenting on, constituting, pertaining to, demonstrating, describing, depicting, directly or indirectly relating to, summarizing, containing, embodying, showing, comprising,

evidencing, refuting, contradicting, analyzing, identifying, stating, dealing with, and/or supporting.

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The use of the singular form of any word includes the plural form of that word.

- L. The term **“third party”** includes, but is not limited to, customers and potential customers, vendors, retailers, distributors, consultants, testing and/or manufacturing and testing facilities, manufacturers, and sales representatives.
- M. The term **“ballot harvesting”** means the use of a government or non-governmental employee, agent, representative,, entity, or operative who contacts an absentee voter for the purpose of canvassing that voter about the nature or status of his or her ballot, attempting to influence the voter to cast his or her ballot in a specific manner or for a specific candidate or issue, obtaining the absentee voter’s ballot for delivery to the clerk, U.S. postal facility, or ballot drop box, and/or to enticing, aiding, enabling, or causing the voter to fail to personally mail or deliver a ballot to the municipal clerk issuing the ballot in violation of Wis. Stat. § 6.87.

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EDWARD BLAZEL, Chief Clerk
Wisconsin State Assembly

Signed at _____,
Wisconsin on this _____ DAY of
FEBRUARY, 2022.

Signed at _____,
Wisconsin on this _____ DAY of
FEBRUARY, 2022.

Committee Designee:
Michael Gableman,
SPECIAL COUNSEL TO THE WISCONSIN ASSEMBLY
P.O. Box 510766
New Berlin, WI. 53151
(262) 202-8722
coms@wispecialcounsel.org

SCHEDULE TO SUBPOENA *DUCES TECUM*

In accordance with the attached definitions and instructions, you, are hereby required to produce the documents and other items listed below.

In lieu of personal appearance, compliance with this subpoena may be satisfied by emailing the requested records to coms@wispecialcounsel.org or by mailing them to 200 South Executive Drive, STE. 101, Brookfield, Wisconsin (53005)

DOCUMENT PRODUCTION DEFINITIONS AND INSTRUCTIONS

1. In complying with this subpoena, produce all responsive documents that are in your possession, custody, or control, whether held by you or by your past or present agents, employees, and representatives acting on your behalf. Produce all documents that you have a legal right to obtain, that you have a right to copy, or to which you have access, as well as documents that you have placed in the temporary possession, custody, or control of any third party.
2. Requested documents, and all documents reasonably related to the requested documents, should not be destroyed, altered, removed, transferred, or otherwise made inaccessible to the Office of the Special Counsel (OSC).
3. In the event that any entity, organization, or individual denoted in this request is or has been known by any name other than that herein denoted, the request shall be read also to include that alternative identification.
4. The OSC's preference is to receive documents in a protected electronic form (i.e., password protected hard drive, password protected CD, memory stick, thumb drive, or secure file transfer) in lieu of paper productions. Electronic document productions should be prepared according to the following standards:
 - a. If the production is completed through a series of multiple partial productions, field names and file order in all load files should match.
 - b. All electronic documents produced to the OSC should include the following fields of metadata specific to each document, and no modifications should be made to the original metadata:

BEGDOC, ENDDOC, TEXT, BEGATTACH, ENDATTACH, PAGECOUNT, CUSTODIAN, RECORDTYPE, DATE, TIME, SENTDATE, SENTTIME, BEGINDATE, BEGINTIME, ENDDATE, ENDTIME, AUTHOR, FROM, CC, TO, BCC, SUBJECT, TITLE,

FILENAME, FILEEXT, FILESIZE, DATECREATED, TIMECREATED, DATELASTMOD, TIMELASTMOD, INTMSGID, INTMSGHEADER, NATIVELINK, INTFILPATH, EXCEPTION, BEGATTACH.

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7. When you produce documents, identify the paragraph(s) or request(s) to which the documents respond.
8. The fact that any other person or entity also possesses non-identical or identical copies of the same documents shall not be a basis to withhold any information.
9. The pendency of or potential for litigation shall not be a basis to withhold any information.
10. If compliance with the subpoena cannot be made in full by the specified return date, compliance shall be made to the extent possible by that date. An explanation of why full compliance is not possible shall be provided along with any partial production, as well as a date certain as to when full production will be provided.
11. If you withhold a document, you must provide a log containing the following information concerning any such document: (a) the reason it is being withheld, including, if applicable, the privilege asserted; (b) the type of document; (c) the general subject matter; (d) the date, author, addressee, and any other recipient(s); and (e) the relationship of the author and addressee to each other.
12. If any document responsive to this subpoena was, but no longer is, in your possession, custody, or control, identify the document (by date, author, subject, and recipients), and explain the circumstances under which the document ceased to be in your possession, custody, or control. Additionally, identify where the responsive document can now be found including name, location, and contact information of the entity or entities now in possession of the responsive document(s).

13. If a date or other descriptive detail set forth in this subpoena referring to a document is inaccurate, but the actual date or other descriptive detail is known to you or is otherwise apparent from the context of the request, produce all documents that would be responsive as if the date or other descriptive detail were correct.
14. This subpoena is continuing in nature and applies to any newly discovered information. Any record, document, compilation of data, or information not produced because it has not been located or discovered by the return date shall be produced immediately upon subsequent location or discovery.
15. All documents shall be Bates-stamped sequentially and produced sequentially.
16. Upon completion of the production, submit a written certification, signed by you or your counsel, stating that: (1) a diligent search has been completed of all documents in your possession, custody, or control that reasonably could contain responsive documents; and (2) all documents located during the search that are responsive have been produced to the OSC.

DEFINITIONS

- A. The term "**Office of the Special Counsel**" ("**OSC**") means Michael J. Gableman in his official capacity as the Special Counsel duly appointed by the Wisconsin State Assembly to investigate matters related to the November 3, 2020, General Election in Wisconsin and related matters, as well as individuals employed by and/or acting on behalf of that Office.
- B. The terms "**you**," "**your**," or "**yours**" means **True the Vote, Inc.**, including its owners, officers, directors, employees, former employees, and subsidiaries, or any entities that have previously acted or are presently acting on its behalf.
- C. The term "**person(s)**" means any natural person or any business, proprietorship, firm, partnership, corporation, association, organization, or other Entity. The acts of a Person include the acts of directors, officers, owners, members, employees, agents, attorneys, or other representatives acting on the Person's behalf.
- D. The term "**document**" means any written, recorded, or graphic matter of any nature whatsoever, regardless of classification level, how recorded, or how stored/displayed (e.g. on a social media platform) and whether original or copy, including, but not limited to, the following: memoranda, reports, expense reports, books, manuals, instructions, financial reports, data, working papers,

records, notes, letters, notices, confirmations, telegrams, receipts, appraisals, pamphlets, magazines, newspapers, prospectuses, communications, electronic mail (email), contracts, cables, notations of any type of conversation, telephone call, meeting or other inter-office or intra-office communication, bulletins, printed matter, computer printouts, computer or mobile device screenshots/screen captures, teletypes, invoices, transcripts, diaries, analyses, returns, summaries, minutes, bills, accounts, estimates, projections, comparisons, messages, correspondence, press releases, circulars, financial statements, reviews, opinions, offers, studies and investigations, questionnaires and surveys, and work sheets (and all drafts, preliminary versions, alterations, modifications, revisions, changes, and amendments of any of the foregoing, as well as any attachments or appendices thereto), and graphic or oral records or representations of any kind (including without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, recordings and motion pictures), and electronic, mechanical, and electric records or representations of any kind (including, without limitation, tapes, cassettes, disks, and recordings) and other written, printed, typed, or other graphic or recorded matter of any kind or nature, however produced or reproduced, and whether preserved in writing, film, tape, disk, videotape, or otherwise. A document bearing any notation not a part of the original text is to be considered a separate document. A draft or non-identical copy is a separate document within the meaning of this term.

- E. The term "**communication**" means each manner or means of disclosure or exchange of information, regardless of means utilized, whether oral, electronic, by document or otherwise, and whether in a meeting, by telephone, facsimile, mail, releases, electronic message including email (desktop or mobile device), text message, instant message, MMS or SMS message, message application, through a social media or online platform, or otherwise.
- F. The terms "**owned,**" "**leased,**" and/or "**used**" means their plain language, as well as the possession or control of the item.
- G. The term "**entity**" means corporation, company, firm, partnership, joint venture, association, governmental body or agency, or Persons other than a natural Person.
- H. The terms "**concerning,**" "**associated with,**" "**relate to,**" "**related to,**" and "**relating to**" mean in whole or in part concerning, reflecting, alluding to, mentioning, regarding, discussing, bearing upon, commenting on, constituting, pertaining to, demonstrating, describing, depicting, directly or indirectly relating to, summarizing, containing, embodying, showing, comprising,

evidencing, refuting, contradicting, analyzing, identifying, stating, dealing with, and/or supporting.

- I. The terms **“any” and “all”** are to be construed to mean both any and all.
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The use of the singular form of any word includes the plural form of that word.

- L. The term **“third party”** includes, but is not limited to, customers and potential customers, vendors, retailers, distributors, consultants, testing and/or manufacturing and testing facilities, manufacturers, and sales representatives.
- M. The term **"ballot harvesting"** means the use of a government or non-governmental employee, agent, representative,, entity, or operative who contacts an absentee voter for the purpose of canvassing that voter about the nature or status of his or her ballot, attempting to influence the voter to cast his or her ballot in a specific manner or for a specific candidate or issue, obtaining the absentee voter's ballot for delivery to the clerk, U.S. postal facility, or ballot drop box, and/or to enticing, aiding, enabling, or causing the voter to fail to personally mail or deliver a ballot to the municipal clerk issuing the ballot in violation of Wis. Stat. § 6.87.

DOCUMENTS AND RECORDS TO BE PRODUCED

- 1. For the period October 1, 2020 through December 31, 2020, any and all documents related to the provision of services related to the 2020 General Election at the Hyatt Regency Green Bay, 333 Main Street, Green Bay, WI 54301.
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From: "Fawcett, Steve" <Steve.Fawcett@legis.wisconsin.gov>
Sent: Thursday, February 10, 2022, 11:13 AM
To: "Richter, Alex" <Alex.Richter@legis.wisconsin.gov>
Subject: FW: Signature Needed
Attachments: Encore Subpoena 02_08_2022.docx

From: Coms <Coms@wispecialcounsel.org>
Sent: Thursday, February 10, 2022 10:39 AM
To: Fawcett, Steve <Steve.Fawcett@legis.wisconsin.gov>
Subject: Signature Needed

Good Morning Steve,

We need this subpoena signed for our interview of Trent James of the Hyatt of Green Bay. We need this ASAP. Please let me know if you have any questions.

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.

Sent: Thursday, February 10, 2022, 12:10 PM
To: "'Coms@wispecialcounsel.org'" <Coms@wispecialcounsel.org>
Subject: RE: Signature Needed
Attachments: 202202101119.pdf

Hi Zakory,

Please see the attached file.

Thank you,

Alex Richter

Office of Assembly Speaker, Robin Vos

Alex.Richter@legis.wisconsin.gov

(608) 266-9171

From: Coms <Coms@wispecialcounsel.org>
Sent: Thursday, March 3, 2022, 1:44 PM
To: "Fawcett, Steve" <Steve.Fawcett@legis.wisconsin.gov>
Subject: February Staff Payment

Good Morning Steve,

I just talked with Ted Blazel on the phone. He said he is waiting on a sign off by the Office of the Speaker to pay our salary for the staff for the month of February. Can you please have someone give him the go ahead to write those checks or contact me to give me an update.

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.

Sent: Friday, February 4, 2022, 3:26 PM
To: "Vos, Robin" <Robin.Vos@legis.wisconsin.gov>; "Toftness, Jenny" <Jenny.Toftness@legis.wisconsin.gov>
Subject: FW: Second Amendment to Contract
Attachments: second amend signed by Mike Gableman.pdf

Gableman amendment. See attached.

From: Coms <Coms@wispecialcounsel.org>
Sent: Friday, February 4, 2022 11:41 AM
To: Fawcett, Steve <Steve.Fawcett@legis.wisconsin.gov>
Subject: Second Amendment to Contract

Good Morning Steve,

I have attached the proposed second amendment contract. Please review it with Speaker Voss and let me know your thoughts.

Very Respectfully,

Mike Gableman
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.

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (this "Second Amendment") is effective as of _____, 2022, by and among **THE WISCONSIN STATE ASSEMBLY** (the "Assembly"), and **CONSULTARE LLC**, a Wisconsin limited liability company, by and through its President, Michael J. Gableman ("Gableman", and together with the Assembly, the "Parties" and each a "Party").

RECITALS

A. The Parties entered into that certain Independent Contractor Agreement effective July 1, 2021 as amended by that certain First Amendment to Agreement (collectively, the "IC Agreement").

B. The Parties desire to further amend the IC Agreement in accordance with this Second Amendment.

C. Capitalized terms used and not defined herein shall have the meaning given the same in the IC Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the IC Agreement is amended and/or supplemented as follows:

1. **Incorporation of Recitals.** The recitals set forth in the section entitled "Recitals" above are hereby incorporated into this Second Amendment as if set forth in full herein.

2. **Budget.** The Assembly shall pay Special Counsel Gableman his monthly salary of \$11,000.00 for the months of January, February and March 2022 and, beginning in April 2022, the Assembly shall continue to pay Special Counsel Gableman a reduced salary of \$5,500.00 per month to lead, direct, and/or assist ongoing litigation related to the Special Counsel's Investigation (the "Ongoing Litigation"). The Assembly shall continue to pay such reduced salary until the Ongoing Litigation is concluded and/or until either party terminates the IC Agreement. It is acknowledged by the parties hereto, that (i) the Budget approved by the First Amendment to the IC Agreement (the "Budget") only allocated funds for Special Counsel Gableman's salary through December of 2021 and therefore the salary amounts pursuant to this Paragraph are in addition to funds allocated in such Budget and (ii) costs and expenses resulting from the Ongoing Litigation shall be paid for by the Assembly separate and apart from such Budget. Except for the additional amounts pursuant to this Paragraph, The Office of The Special Counsel (the "Office") shall not exceed its Budget unless otherwise approved by the Assembly; provided, however, that unused funds allocated to certain categories in the Budget may be used for other expenses incurred by the Office.

3. **Report.** The Office shall prepare and deliver a report of its Investigation jointly to the Assembly and the Assembly's Committee on Campaigns and Elections on or before February 28, 2022 (the "Report"). It is acknowledged by the parties hereto that the Ongoing Litigation has prevented the Office from fully and properly completing its Investigation and therefore, depending upon the outcome of the Ongoing Litigation, the Report may be updated, supplemented or amended. Upon the conclusion of the Ongoing Litigation the parties shall discuss whether additional resources will be necessary for the Office to fully and properly complete its Investigation.

4. **Miscellaneous.** In the event of any conflict between the terms and provisions of this Second Amendment and the IC Agreement, the terms and provisions of this Second Amendment shall control. If any provision of this Second Amendment or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Second Amendment nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law. This Second Amendment may be executed in multiple counterpart signature pages, all of which taken together shall be construed as one and the same document. Facsimile and electronic (i.e., “.pdf”) signatures of this Second Amendment shall be treated as original signatures to this Second Amendment and shall be binding on the Parties.

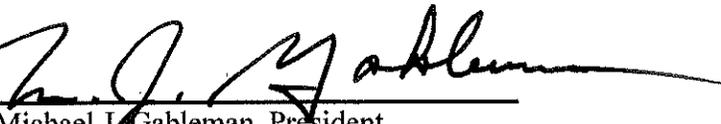
[signature page follows]

IN WITNESS WHEREOF, the Parties hereby enter into this Second Amendment as of the date first written above.

THE WISCONSIN STATE ASSEMBLY

By: _____
Robin J. Vos, Speaker

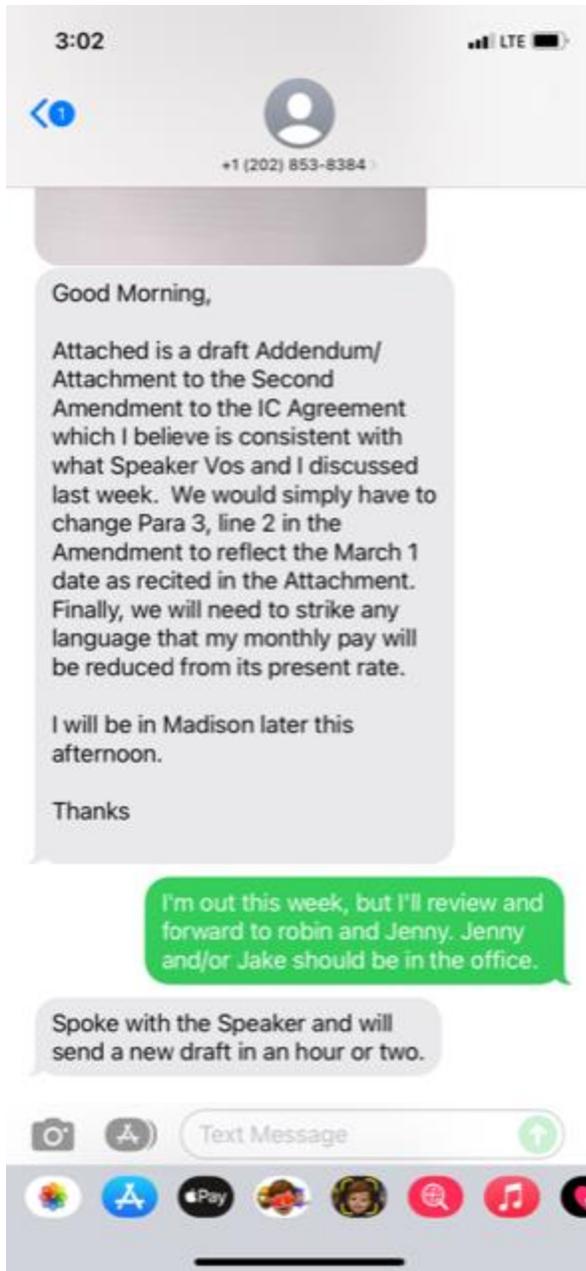
CONSULTARE LLC

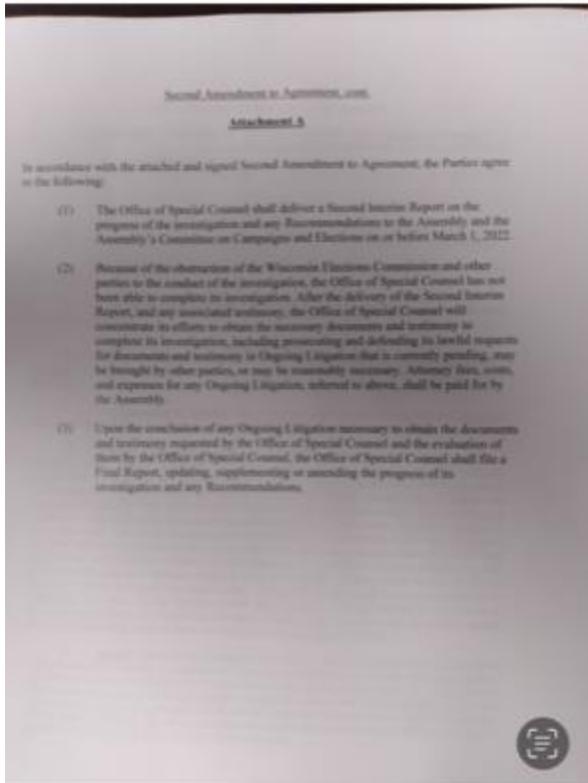
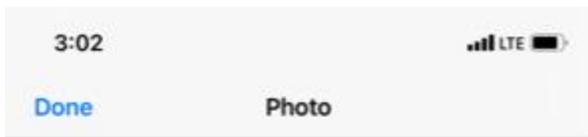
By:  _____
Michael J. Gableman, President

From: "Fawcett, Steve" <Steve.Fawcett@legis.wisconsin.gov>

Sent: Wednesday, April 27, 2022, 3:03 PM

To: "Fawcett, Steve" <Steve.Fawcett@legis.wisconsin.gov>





Sent from my iPhone