

**Subject:** Fwd: Public Records Law Request (WI-REP-22-0214)  
**Date:** Thursday, April 28, 2022 at 4:16:36 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 2:31:38 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-22-0214)

EXTERNAL SENDER

[https://wilegis-my.sharepoint.com/:u:/g/personal/credell\\_legis\\_wisconsin\\_gov/ERva0-J3LTpFu-n1GvrY4Y0B3IW7rvz7nmH8jTkdW8f4CA?email=dylan.winters%40americanoversight.org&e=mT9eIW](https://wilegis-my.sharepoint.com/:u:/g/personal/credell_legis_wisconsin_gov/ERva0-J3LTpFu-n1GvrY4Y0B3IW7rvz7nmH8jTkdW8f4CA?email=dylan.winters%40americanoversight.org&e=mT9eIW)

Dylan Winters  
American Oversight  
[dylan.winters@americanoversight.org](mailto: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](mailto:carol.redell@legis.wi.gov)

**From:** Fawcett, Steve <Steve.Fawcett@legis.wisconsin.gov>  
**Sent:** Wednesday, April 27, 2022 3:11 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-22-0214)

Dear Mr. Winters,

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

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**From:** Rep.Vos <[Rep.Vos@legis.wisconsin.gov](mailto:Rep.Vos@legis.wisconsin.gov)>  
**Sent:** Thursday, March 3, 2022 5:12 PM  
**To:** Fawcett, Steve <[Steve.Fawcett@legis.wisconsin.gov](mailto:Steve.Fawcett@legis.wisconsin.gov)>  
**Subject:** FW: Public Records Law Request (WI-REP-22-0214)

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**From:** AO Records <[records@americanoversight.org](mailto:records@americanoversight.org)>  
**Sent:** Thursday, March 3, 2022 5:08 PM  
**To:** Blazel, Ted <[Ted.Blazel@legis.wisconsin.gov](mailto:Ted.Blazel@legis.wisconsin.gov)>; Rep.Vos <[Rep.Vos@legis.wisconsin.gov](mailto:Rep.Vos@legis.wisconsin.gov)>  
**Subject:** Public Records Law Request (WI-REP-22-0214)

Dear Chief Clerk Blazel and Speaker Vos,

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

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

PRR: WI-REP-22-0214



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# ROBIN J. VOS

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SPEAKER OF THE WISCONSIN STATE ASSEMBLY

March 1, 2022

FOR IMMEDIATE RELEASE

Contact: Speaker Robin Vos  
(608) 266-3387

## Speaker Vos on Election Investigation

**Madison...** Speaker Robin Vos (R-Rochester) released the following statement after Special Counsel Gableman's election investigation report.

"I'd like to thank the Office of Special Counsel for their tireless efforts in finding the truth. They've done a good job at showing there were issues in 2020, and the report is intended to 'help correct these processes for future elections.' Unfortunately, we're experiencing obstruction by litigation, and must first get through the nine separate lawsuits that have been filed to allow us to complete the review."

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# ROBIN J. VOS

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SPEAKER OF THE WISCONSIN STATE ASSEMBLY

March 8, 2022

FOR IMMEDIATE RELEASE

Contact: Speaker Robin Vos  
(608) 266-3387

## Speaker Vos on Renewed Contract

**Madison...** Speaker Robin Vos (R-Rochester) released the following statement regarding a new contract with former Justice Gableman.

“The office of Special Counsel has done an outstanding job looking into the election concerns people all across Wisconsin had. Many of the key issues were addressed with legislation that’s going to Governor Evers’ desk this week for him to sign into law. Meanwhile, Justice Gableman continues to face unwarranted resistance. We will continue to fight the obstruction and myriad of lawsuits filed by democrats and out-of-state liberal activists, questioning the legislature’s subpoena power and ultimately keeping this matter from concluding in the time frame we expected.”

###

From: "Rep. Vos" <Rep.Vos@legis.wisconsin.gov>  
Sent: Tuesday, March 8, 2022, 4:31 PM  
To: Undisclosed recipients;  
Subject: FOR IMMEDIATE RELEASE: Speaker Vos on Renewed Contract  
Attachments: 2022-3-8 Renewed Gableman Contract.pdf

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ROBIN J. VOS

SPEAKER OF THE WISCONSIN STATE ASSEMBLY

FOR IMMEDIATE RELEASE  
Contact: Speaker Robin Vos  
(608) 266-3387

### Speaker Vos on Renewed Contract

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“The office of Special Counsel has done an outstanding job looking into the election concerns people all across Wisconsin had. Many of the key issues were addressed with legislation that’s going to Governor Evers’ desk this week for him to sign into law. Meanwhile, Justice Gableman continues to face unwarranted resistance. We will continue to fight the obstruction and myriad of lawsuits filed by democrats and out-of-state liberal activists, questioning the legislature’s subpoena power and ultimately keeping this matter from concluding in the time frame we expected.”

###

From: "Joyce, Angela" <Angela.Joyce@legis.wisconsin.gov>  
Sent: Tuesday, March 1, 2022, 4:24 PM  
To: \*Legislative Assembly Republicans - Legislators <Legislative-Assembly-Republicans-Legislators@legis.wisconsin.gov>  
Cc: \*Legislative Assembly Republicans - Staff Members <Legislative-Assembly-Republicans-Staff-Members@legis.wisconsin.gov>  
Subject: Gableman report docs  
Attachments: Interim Report 2 Executive Summary (002).docx; 2022-3-1 Gableman Report.docx

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Attached is the speaker's statement and an executive summary of the report.

Thank you,  
Angela

**Angela Joyce**  
Communications Director  
Office of Speaker Robin Vos  
Wisconsin State Assembly  
211 West, State Capitol  
608-266-7191  
608-237-9206 (direct line)

## **Proposed Outline for Final Report**

### **WEC**

- Overview of GAB, overview of the formation of WEC + Kevin Kennedy removal and quote
- How elections work in Wisconsin (Clerk Power vs WEC)
- What is “Guidance” what are clerks’ thoughts on this “guidance”
- Quoting Meagan Wolfe “All litigation falls on the clerks (September WEC meeting)” + Meagan Wolfe claiming “I don’t have the jurisdiction or capacity to tell if clerks are acting legally” (Wolfe Testimony in front of Janel)
- 4 mil eligible voters in WI vs. 7 mil on voter rolls!
- WEC’S order of Indefinite Confinement
- Absentee Ballot Background, privilege vs right, built in security rules, Red Ink Issue, Ballot Curing
- WEC’s lack of transparency re review/ address complaints (complaints looked at and discarded by lower staff)

### **Nursing Homes**

- Special Voting Deputies (commissioner discussions of knowingly Instructing people to break the law)
- Nursing home openings for fraud
- Elder abuse because of the taking away of Special Voting Deputies
  - Videos!
- 100% voting rate at some facilities

### **Election Funding**

- Difference between private get out the vote vs. public office get out the vote
- HAVA contracts and Federal Cares Act money for COVID

### **CTCL**

- Background on Zuckerbucks
- Citizens Guide to Defeating Donald Trump
- Clawback Contract

- Covid was purported reason but see get out the vote contracts (very little money spent on COVID)
- Creates disparate treatment between citizens in Wisconsin 5 and other Wisconsin Residents
- WEC failing to monitor these grants (WEC claims they didn't know about the CTCL contracts, but Meagan introduced MSR to 4 cities, facilitated conversations between the parties, **multiple complaints sent to WEC but thrown out**). [check to see if this is from WVA litigation] CEIR and ERIC links to Wisconsin election, Election Officials Legal Defense Fund+Kathy Bernier Press Conference

### **Green Bay**

Overtaking of Clerk Teskes decisions and tasks without consideration (Clerk works for Mayor)

- Ad Hoc Committee
- Voter Navigators
- Michael Spitzer Rubenstein's actions and behavior during election day (Hotel Keys)

### **Machines**

- WisVote vs My Vote vs Badger Books
- Ways to vote in Wisconsin and the types of voting machine equipment used
- Per Janel, Online Voter Registration; data must be accurate while in-person; clerks get 45 days after election to correct
- Outdated Voter Rolls + data inconsistencies with birthdays, phone numbers, zip codes
- Active vs inactive voters
- How FIDO Keys work (WisVote Handbook says it's possible to activate any number of devices with the same FIDO key, although doing so may compromise security of voter data
- Anyone with a FIDO key can activate a voter, request that a ballot be sent to a voter, and deactivate a voter
- Updates to Machines wipe data (Quote from machine representative Sep. WEC meeting)
- Paywall of \$12,500 per day to get info

- API given to nonprofits and QuickBase to develop app: **Harrison Hersch video. Very important video.**
- App created by QuickBase (number of downloads, app capabilities, real time data)
- How app allowed for Ballot Harvesters in Black neighborhoods
- Dropbox lack of security, video surveillance, chain of custody
- True the Vote data or reference GA info if we do not get it for WI

### **Recommendations**

#### **Dismantle WEC**

Change the policy of this state to maintenance of **accurate** voter rolls + clean up and update Felon, guardianship, non-citizen lists

- Get rid of drop boxes. If this is not possible add security measures
- Ban Private money spent on the administration of public elections
- **Enforce absentee voting laws** to ensure privilege is maintained (esp. important given Ann Jacobs' recent comments that "we can't let little things" like laws get in the way of peoples' right to vote)
- Enforce Training practices for clerks, install system to notify and fine municipalities for clerks not completing training
  - Uniform and secure ballots
  - Deposition clauses with any election vendor so that any suppliers of machines, etc., agree to submit to depositions in exchange for doing business with state *price or does not - if the leg wants to do that only*
  - Train nursing home staff on election rules and criminal penalties for voter fraud
  - Printed names and signatures of voter and witness on absentee ballot envelope, signatures cross checked with DOT database that is shared with election officials. *- Signature verification requirement.*
  - Photographs of ballots put in machine by voters go up on the internet in (almost) real time; staggered only so that observers physically present at polling location can't tell how someone voted
  - The names and addresses of everyone who voted is put on the internet within 24 hours of the polls closing
  - In-person only absentee voting and/or shorten the time for mail-in **absentee voting to the same two weeks prior to the election as in-person**

## Updated Interim Report and Final Legislative Recommendations for 2022

### I. Letter from the Special Counsel

- a. Unprecedented Obstruction
- b. Need to vindicate right of legislature via litigation
- c. OSC waiting to reopen if courts allow investigation
  - i. Technical audit of machines
  - ii. Sample handcount
  - iii. Just how embedded was CTCL

### II. Introduction and Executive Summary

### III. Citizens Guide to Wisconsin Elections in 2020

- a. What is secure voter registration?
  - i. How many ways to register and vote in 2020
  - ii. Need for single data set
- b. What is secure voting?
  - i. What is Election Day?
    1. What does a messy election look like, and why? 2020.
    2. What should we have? Voting in-person, civic participation, single day
  - ii. Who runs the elections?
    1. What does it look like when nobody is in charge? WEC. 2020.
    2. Who should be in charge? County clerks, by law.
    3. Need for single system, transparent, accountable to elected officials
  - iii. What rights do the public have?
    1. Observers and volunteers turned away, COVID rules in 2020.
    2. What should be non-negotiable voter rights?
- c. What is a transparent system?
  - i. What does an opaque system look like and why is it bad? 2020.
    1. \$12,500 and other barriers
    2. Numerous systems
    3. Low voter confidence
    4. Legal costs
    5. Administrative costs
    6. Capture by special interests
  - ii. Need for transparency
- d. What is the proper role of outside money?
  - i. Hijacking in 2020, meet David Becker et al
  - ii. Proper role of parties, nonprofits, and government.
  - iii. Need for banning outside money

#### IV. Recommendations

- a. Abolish WEC, empower clerks with funding
- b. Centralized, public database, with single vendor or in-house
- c. Voting day
- d. Strengthen voter rights against COVID or other excuses.

#### V. Conclusion

#### Appendix I: Special Counsel Litigation Summary

1. Need to vindicate legislative subpoena
2. Need for data in order to fully audit

#### Appendix II: Nationwide Survey of Investigations and Legislation

1. What are some pitfalls and criticisms of investigations
2. Who has done a good job, and why?
3. Lessons for future investigations
4. Examples of proposed legislation and systems in other states.

#### Appendix III: Nationwide Survey of Litigation and Fraud Claims

1. Explain national and state litigation on COVID, absentee voting, other issues
2. Technology-related claims of fraud
  - a. Summary, including an overview of the claims being made in various lawsuits to date (Appendix – list of lawsuits and current status)
  - b. Brief descriptions of the top five allegations about a lack of voting machine integrity and responses.
    - i. Data was erased from voting machines that would have identified fraud (including data deletion and software updates)
      1. Counter-argument (including WEC statements)
      2. OSC Observations
    - ii. Voting machines were connected to the internet and hacked to flip votes
      1. Counter-argument (including WEC statements)
      2. OSC Observations
    - iii. Voting machines are programmed with an algorithm to flip votes
      1. Counter-argument (including WEC statements)
      2. OSC Observations
    - iv. Tablets were used by non-governmental actors to access WEC data in real time and to activate and deactivate voters
      1. Counter-argument (including WEC statements)
      2. OSC Observations

#### Appendix IV: Survey of Voting Machines and Vendors Used in Wisconsin

1. Quotes from longtime clerks about how things used to be in-house
2. Quotes about how clerks are not equipped to handle data systems

**Introduction:** The purpose of this report is not to challenge the certification of the presidential election but rather produce recommendations to correct certain processes for future elections. These recommendations focus largely on enabling oversight and transparency of election systems and maintaining political accountability. Special Counsel notes that the investigation is not yet complete due to pending legal roadblocks.

The Special Counsel report discusses the following findings:

**Chapter 1 - The \$8.8M Provided to Wisconsin by the Center for Tech and Civic Life (CTCL) should be considered as bribery under the law:** WI Stat 12.11 prohibits a city from receiving money to facilitate electors going to the polls or voting by absentee ballot. Grants provided by CTCL to Madison, Milwaukee, Racine, Kenosha, and Green Bay (Zuckerberg 5) were meant to facilitate voter turnout in targeted neighborhoods – particularly to historically disenfranchised residents. The report details the ways the Zuckerberg 5 utilized grant funds to accomplish these goals. References are made to the WILL election review which found that these funds led to a statistically significant increase in turnout for cities that received CTCL grants.

**Chapter 2 – The motive for private funding was impermissible and a partisan get-out-the-vote effort.**

**Chapter 3 – Government oversight has been obstructed by governmental and outside corporate collusion:** Counsel reports WEC, the State Attorney General, the Governor, and private organizations have actively resisted and obstructed the investigation. The report details the methods of obstruction.

**Chapter 4 – The Zuckerberg 5 engaged in questionable actions as a result of private funds:** Counsel reports on ways private companies engaged in unlawful election administration practices. Various concerns are raised including a report that WEC sent out more FIDO (Fast ID Online) keys to local governments than were requested and records were not accurately maintained. These keys allow the user to access the Statewide Voter Registration system (WisVote). CTCL did not follow WEC’s rules to obtain WisVote data. Further, Counsel reports that CTCL “approved organizations” including the National Vote at Home Institute, were engaged in election administration duties. This delegation of duties led to Green Bay’s former clerk Kris Teske testifying that election administration decisions were made “outside of the Clerk’s office.”

**Chapter 5 – Corporate legal defense for clerks might violate the Wisconsin Ethics Code:** Providing free legal defense services for election officials may violate WI State. 19.59 (1)(b). Counsel reports that the Center for Election Innovation and Research (CEIR), funded by Zuckerberg, provided these services to clerks.

**Chapter 6 - Use of Absentee Ballot Drop Boxes violated the law:** The procurement of drop boxes was facilitated by private funds provided to Wisconsin by the Center for Tech and Civic Life (CTCL). The Circuit Court ruled in *Teigen v. WEC* that the use of these boxes is not permitted under Wisconsin Law.

**Chapter 7 - Special Voting Deputies were unlawfully restricted from entering care facilities resulting in suspicious rates of voting:** Counsel reports on facilities that saw voting rates of 100% of registered voters. Due to guardianship orders or incapacity, this turnout rate is unlikely. Counsel details several care facility residents who voted despite being deemed incompetent or incapable of voting.

**Chapter 8 – WEC encouraged evasion of ballot security measures related to “Indefinitely Confined” Voters:** The Indefinitely Confined statutes were misconstrued by Dane and Milwaukee County Clerks who issued statements that they would send ballots to voters who were indefinitely confined due to a fear of contracting COVID-19.

**Chapter 9 - Incapacitated persons were allowed to vote unimpeded:** WI Stat 6.03 disqualifies citizens from voting who are incapable of understanding the voting process. Wisconsin election officials did not list ineligibility information on WisVote, nor did they distribute a list of ineligible voters to clerks to prevent Election Day registration.

**Chapter 10 - Non-citizens voted unimpeded by Election Officials:** WI Stat 6.02 requires citizenship to be qualified as an elector. Election Officials did not list ineligibility information about non-citizens, nor did they distribute a list of ineligible voters to municipal clerks to prevent Election Day registration.

**Chapter 11 - Zuckerberg 5 Election Officials violated the equal protection clause by not treating voters equally:** Private funds were used to increase voting access for targeted demographic groups to affect election outcomes. In *Obama for America v Husted*, the court ruled 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.”

**Chapter 12** of Special Counsel’s report details a number of recommendations for legislative consideration. These include:

- **Eliminate the Wisconsin Elections Commission** – the Secretary of State could handle elections or a collective body of county clerks.
- **Eliminate or Reduce Fees for Voter Registration Data**
- **Maintain a Single Statewide Voter Registration Database, and Make it Publicly Available and Secure**
- **Create an Office to Engage in Audit and Oversight of Elections**
- **Prohibit Certain Contractual Terms in Government Contracts** – example: prohibit terms which block WI government entities from obtaining or releasing data that they paid for.
- **Minimize Pre-Voting** – widespread absentee and absentee in-person voting makes oversight nearly impossible. Instead, in-person voting should be prioritized.
- **Encourage In-House Tech Support** – consider a single statewide machine system or single-client vendor.
- **Exit the Electronic Registration Information Center (ERIC)**

Legislative Recommendations to Serve Political Accountability:

- **Provide a Method for Private Challenge to WI Voter Rolls**
- **Locate Certification of Presidential Electors in a Politically Accountable Body** – such as the association of elected county clerks.
- **Provide a Method for Pre and Post-Certification Challenge to Presidential Elections**

- **Prohibit Outside Funding and Staff in Elections Administration**

Recommendations for the Wisconsin Elections Commission:

- **Comply with Legislative Audit Bureau Recommendations**
- **Enter Into Data-Sharing Agreement with the Wisconsin Department of Transportation, Health Services, and Corrections.**
- **Provide Additional Training to Clerks**

Recommendations for Clerks:

- **Familiarize Yourself with Your Wisconsin Code Authority** – many clerks believe WEC guidance is binding, even if they believe the guidance is unlawful.
- **Make Independent Assessments** – if they believe WEC guidance is contrary to law, clerks should make an independent assessment as they are the elected official responsible for elections administration.
- **Carefully Review Outside Contracts**
- **Explicitly Prohibit Staff from Engaging in Get Out the Vote Operations**
- **Consider Robust Voter Roll Review in Your Jurisdiction**
- **Maintain an Exhaustive and Clear List of Election Day Personnel**
- **Catalog All Absentee Ballots Sent Out and Returned**
- **Do Not Engage in Ballot Curing**

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

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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

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Gableman amendment. See attached.

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**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 continue to pay Special Counsel Gableman his monthly salary of \$11,000.00 for the months of January, February and March 2022 and the Assembly shall continue to pay Special Counsel Gableman his salary every month thereafter 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 salary monthly 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 March 1, 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. Attachment “A” is hereby incorporated by reference as if fully set forth herein.

**[signature page follows]**

**[attachment "A" follows]**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

**CONTRACT CONTINUES ON THE NEXT PAGE.**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

**CONTRACT CONTINUES ON THE NEXT PAGE.**

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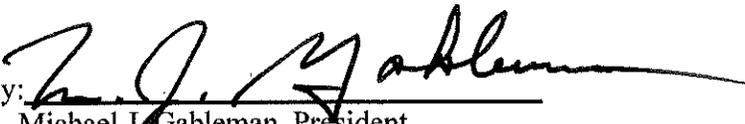
**CONTRACT CONTINUES ON THE NEXT PAGE.**

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

Second Amendment to Agreement, cont.

**Attachment A**

In accordance with the attached and signed Second Amendment to Agreement, the Parties agree to the following four Paragraphs:

- (1) The Office of Special Counsel shall deliver a Second Interim Report on the progress of the investigation and any Recommendations to the Assembly and the Assembly's Committee on Campaigns and Elections on or before March 1, 2022.
- (2) Because of the obstruction of the Wisconsin Elections Commission and other parties to the conduct of the investigation, the Office of Special Counsel has not been able to complete its investigation. After the delivery of the Second Interim Report, and any associated testimony, the Office of Special Counsel will concentrate its efforts to obtain the necessary documents and testimony to complete its investigation, including prosecuting and defending its lawful subpoenas for documents and testimony in Ongoing Litigation that is currently pending, may be brought by other parties, or may be reasonably necessary to be brought by the Office of Special Counsel. Attorneys' fees, costs, and expenses for any Ongoing Litigation, referred to above, shall be paid for by the Assembly.
- (3) Upon the conclusion of any Ongoing Litigation necessary to obtain the documents and testimony requested by the Office of Special Counsel and the evaluation of them by the Office of Special Counsel, the Office of Special Counsel shall consult with the Speaker of the Assembly on (1) whether any additional investigation should be conducted, (2) whether a Final Report, updating, supplementing, or amending the progress of its investigation and any Recommendations, should be prepared, and (3) whether the investigation should be concluded. The Office of Special Counsel shall perform such tasks as approved by the Speaker of the Assembly.
- (4) In addition to the forgoing, the Office of Special Counsel shall be authorized to provide, upon the request of the Speaker of the Assembly, legal representation for the Assembly, the Speaker of the Assembly, and/or any party designated by the Speaker of the Assembly, regarding any matter related to the activities of the Office of Special Counsel. Regarding any such representation, upon the request of the Office of Special Counsel and with the approval of the Speaker of the Assembly, additional counsel may be retained by the Office of Special Counsel to provide the requested legal representation. Attorneys' fees, costs, and expenses for any additional counsel shall be paid for by the Assembly.

[END OF ATTACHMENT A]

## 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.

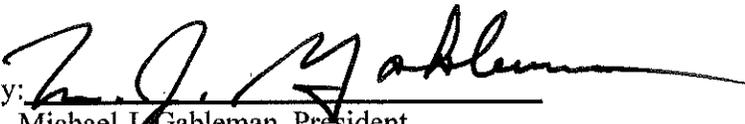
**[signature page follows]**

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: James Bopp Jr <jboppjr@aol.com>  
Sent: Wednesday, March 2, 2022, 2:33 PM  
To: rep.vos@legis.wisconsin.gov  
Cc: steve.fawcett@legis.wisconsin.gov; coms@wispecialcounsel.org  
Subject: Second Amendment to Gableman Agreement  
Attachments: Gableman Second Amended Agreement.pdf; Gableman Second Amended, Agreement Attachment.pdf

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Speaker Vos, thank you for your call yesterday.

Attached is a proposed Second Amendment to Justice Gableman's Agreement, and an Attachment to it, which sets out a process to complete the Office of Special Counsel's investigation under the current budget.

Mike and I would like to discuss this proposal with you at your convenience. Could you propose a time for a conf call? Jim

**James Bopp, Jr.**

Attorney

The Bopp Law Firm, PC | <https://smex-ctp.trendmicro.com:443/wis/clicktime/v1/query?url=www.bopplaw.com&umid=52c3200a-cd69-4230-98c8-0887cdb6f602&auth=8b8f40db557e52f063d04ff28867775c2b1419fe-bf4fee8a953a00c1445d1e1944d9b492b26ddc86>

The National Building | 1 South 6th Street | Terre Haute, IN 47807

voice: (812) 232-2434 ext. 22 | fax: (812) 235-3685 | cell: (812) 243-0825 |  
jboppjr@aol.com

Sent from [AOL Desktop](#)