

Subject: Fwd: Public Records Law Request (WI-REP-22-0287) - ASM63 - 2022.03.21 - Am Oversight - amend contract
Date: Friday, April 22, 2022 at 5:54:09 PM Eastern Daylight Time
From: Dylan Winters
To: AO Records
Attachments: ASM63 - 2022.03.21 - Am Oversight - amend contract.zip

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From: Redell, Carol <Carol.Redell@legis.wisconsin.gov>
Sent: Friday, April 22, 2022 11:46:11 AM
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-22-0287) - ASM63 - 2022.03.21 - Am Oversight - amend contract

EXTERNAL SENDER

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: AO Records <records@americanoversight.org>

Sent: Monday, March 21, 2022 9:52 AM

To: Blazel, Ted <Ted.Blazel@legis.wisconsin.gov>; Rep.Vos <Rep.Vos@legis.wisconsin.gov>

Subject: Public Records Law Request (WI-REP-22-0287)

Dear Public Records Custodian:

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-22-0287

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

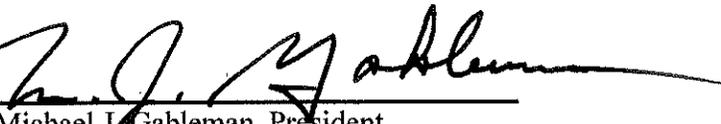
[signature page follows]

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: "Toftness, Jenny" <Jenny.Toftness@legis.wisconsin.gov>
Sent: Wednesday, April 20, 2022, 4:53 PM
To: "Toftness, Jenny" <Jenny.Toftness@legis.wisconsin.gov>

5:19 ↗



RV

SF

2 People >

SF

conservative attorney per se but I'll check

Wed, Feb 2, 1:58 PM

Steve Fawcett

[MOTION] It is now moved that the Committee approves and adopts the entirety of the Independent Contractor Agreement and the First Amendment to the Agreement, as being entered into by the Assembly itself. Such agreement shall constitute an agreement between the special counsel and the Assembly. It is furthermore moved that the Speaker of the Assembly shall notify the special counsel hired pursuant to Ballots 21-03 and 21-06 for the purpose of: investigating certain Wisconsin elections; assisting the Committee on Campaigns and Elections; and hiring staff; that: the special counsel and his staff are subject to the obligations and duties set forth in Wis. Stat. Section 12.13(5) [Unauthorized Release of Records of Investigatory Information] so that The Office of The Special Counsel is prohibited from disclosing information related to the special counsel's elections investigation. It is furthermore moved that the Speaker of the Assembly is authorized to extend the independent contractor agreement with the special counsel through August 31, 2022.

Sent from my iPhone

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RECITALS

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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.

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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.** In recognition of the fact that The Office of The Special Counsel was under its allocated budget as provided in the First Amendment, all funds including salary shall continue to be paid out of said budget. 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 expenses that exceed the individual categories listed in the Budget so long as the total Budget is not exceeded.

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. **Term.** This agreement shall continue through April 30th unless otherwise agreed to by both parties.

5. **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]

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CONTRACT CONTINUES ON THE NEXT PAGE.

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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]

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.

From: Steve.Fawcett@legis.wisconsin.gov
Sent: Monday, March 7, 2022, 2:47 PM
To: "Vos, Robin" <Robin.Vos@legis.wisconsin.gov>
Subject: FW: Wisc Gableman PRR Second Amendment to Agreement
Attachments: Gableman Second Amended, Agreement with Attachment Final.pdf

From: James Bopp Jr <jboppjr@aol.com>
Sent: Monday, March 7, 2022 2:44 PM
To: Fawcett, Steve <Steve.Fawcett@legis.wisconsin.gov>
Cc: coms@wispecialcounsel.org; cmilbank@bopplaw.com; miked@michaelddeanllc.com
Subject: Wisc Gableman PRR Second Amendment to Agreement

Steve, attached is the Second Amendment we propose be signed and filed with the court today or before the hearing tomorrow.

It is based on several discussions and my research, the results of which I have shared with the Speaker.

Once signed please pdf back to all copied here for us to file. Jim

From: James Bopp Jr <jboppjr@aol.com>
Sent: Thursday, March 3, 2022, 6:34 AM
To: rep.vos@legis.wisconsin.gov
Cc: steve.fawcett@legis.wisconsin.gov; coms@wispecialcounsel.org
Subject: Fwd: Second Amendment to Gableman Agreement
Attachments: Gableman Second Amended Agreement.pdf; Gableman Second Amended, Agreement Attachment.pdf

In addition, I will be sending you today a proposed retainer agreement regarding my representation of the Assembly in the cases related to the OSC investigation.

Since I need a local counsel, the proposed Second Amendment Attachment provides, in paragraph 4, for the OSC to be authorized to provide legal services to the Assembly under its current budget, and thus can serve as local counsel.

We think that these two proposed agreements meets the requirements we discussed and accomplishes the Assembly's objectives.

I am happy to explain at your convenience. Jim

From: jboppjr@aol.com
To: rep.vos@legis.wisconsin.gov
Cc: steve.fawcett@legis.wisconsin.gov, coms@wispecialcounsel.org
Sent: 3/2/2022 3:33:56 PM US Eastern Standard Time
Subject: Second Amendment to Gableman Agreement

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 | www.bopplaw.com

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](#)

SECOND AMENDMENT TO AGREEMENT

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[signature page follows]

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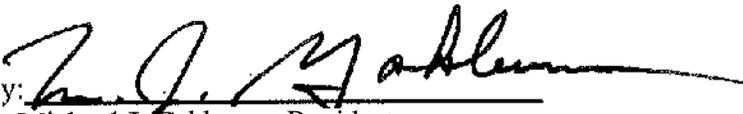
CONTRACT CONTINUES ON THE NEXT PAGE.

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THE WISCONSIN STATE ASSEMBLY

By: _____
Robin J. Vos, Speaker

CONSULTARE LLC

By: 
Michael J. Gableman, President

Second Amendment to Agreement, cont.

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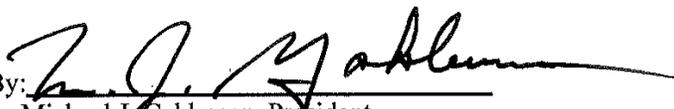
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THE WISCONSIN STATE ASSEMBLY

By: _____
Robin J. Vos, Speaker

CONSULTARE LLC

By:  _____
Michael J. Gableman, President

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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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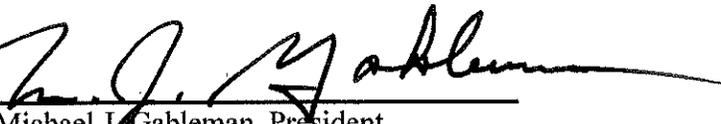
CONTRACT CONTINUES ON THE NEXT PAGE.

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, 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.
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[END OF ATTACHMENT A]

From: Steve.Fawcett@legis.wisconsin.gov
Sent: Tuesday, March 8, 2022, 8:49 AM
To: 'Courtney Milbank' <cmilbank@bopplaw.com>
Subject: RE: Wisc Gableman PRR Second Amendment to Agreement
Attachments: Gableman Second Amended Agreement with Attachment Final Lang.docx

Here is the revised version with changes to a date and the budget language made in red. This is consistent with what James and I spoke about. Assuming it is good with your client, we will get this signed at your convenience. You'll see because of the conversion to Word, the formatting is still messed up so I did not affix a signature.

From: Courtney Milbank <cmilbank@bopplaw.com>
Sent: Tuesday, March 8, 2022 8:17 AM
To: James Bopp Jr <jboppjr@aol.com>; Fawcett, Steve <Steve.Fawcett@legis.wisconsin.gov>
Cc: coms@wispecialcounsel.org; miked@michaelddeanllc.com
Subject: RE: Wisc Gableman PRR Second Amendment to Agreement

Please see attached for Microsoft Word Version of the Agreement.

Courtney Turner Milbank, JD, MBA
Attorney

THE BOPP LAW FIRM, PC | www.bopplaw.com
The National Building | 1 South 6th Street | Terre Haute, Indiana 47807
voice: (812) 232-2434, ext. 42 | fax: (812) 235-3685 | cmilbank@bopplaw.com

NOTICE AND DISCLAIMERS:

The preceding message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you believe that this message has been sent to you in error, please (1) do not read it, (2) reply to the sender that you have received the message in error, and (3) erase or destroy the message. To the extent this e-mail message contains legal advice, it is solely for the benefit of the client(s) of The Bopp Law Firm, P.C. represented by the Firm in the particular matter that is the subject of this message and may not be relied upon by any other party.

Internal Revenue Service regulations require that certain types of written advice include a disclaimer: To the extent the preceding message contains written advice relating to a Federal tax issue, the written advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purposes of avoiding Federal tax penalties, and was not written to support the promotion or marketing of the transaction or matters discussed herein.

From: James Bopp Jr <jboppjr@aol.com>
Sent: Monday, March 7, 2022 3:44 PM

To: steve.fawcett@legis.wisconsin.gov

Cc: coms@wispecialcounsel.org; Courtney Milbank <cmilbank@bopplaw.com>;
miked@michaelddeanllc.com

Subject: Wisc Gableman PRR Second Amendment to Agreement

Steve, attached is the Second Amendment we propose be signed and filed with the court today or before the hearing tomorrow.

It is based on several discussions and my research, the results of which I have shared with the Speaker.

Once signed please pdf back to all copied here for us to file. Jim

From: Steve.Fawcett@legis.wisconsin.gov
Sent: Tuesday, March 8, 2022, 9:21 AM
To: 'Courtney Milbank' <cmilbank@bopplaw.com>; 'James Bopp, Jr.' <jboppjr@aol.com>
Subject: RE: Wisc Gableman PRR Second Amendment to Agreement
Attachments: 202203080904.pdf

See attached.

From: Courtney Milbank <cmilbank@bopplaw.com>
Sent: Tuesday, March 8, 2022 9:15 AM
To: Fawcett, Steve <Steve.Fawcett@legis.wisconsin.gov>
Cc: coms@wispecialcounsel.org; James Bopp Jr <jboppjr@aol.com>
Subject: RE: Wisc Gableman PRR Second Amendment to Agreement

Steve and Mike,

See attached for final version for signature. Updates to the budget paragraph and term were incorporated, per Steve's request.

Please return ASAP so we can get this submitted to the Court.

Courtney

Courtney Turner Milbank, JD, MBA
Attorney

THE BOPP LAW FIRM, PC | www.bopplaw.com
The National Building | 1 South 6th Street | Terre Haute, Indiana 47807
voice: (812) 232-2434, ext. 42 | fax: (812) 235-3685 | cmilbank@bopplaw.com

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From: Fawcett, Steve <Steve.Fawcett@legis.wisconsin.gov>
Sent: Tuesday, March 8, 2022 9:50 AM
To: Courtney Milbank <cmilbank@bopplaw.com>
Subject: RE: Wisc Gableman PRR Second Amendment to Agreement

Here is the revised version with changes to a date and the budget language made in red. This is consistent with what James and I spoke about. Assuming it is good with your client, we will get this signed at your convenience. You'll see because of the conversion to Word, the formatting is still messed up so I did not affix a signature.

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Sent: Tuesday, March 8, 2022 8:17 AM
To: James Bopp Jr <jboppjr@aol.com>; Fawcett, Steve <Steve.Fawcett@legis.wisconsin.gov>
Cc: coms@wispecialcounsel.org; miked@michaelddeanllc.com
Subject: RE: Wisc Gableman PRR Second Amendment to Agreement

Please see attached for Microsoft Word Version of the Agreement.

Courtney Turner Milbank, JD, MBA
Attorney

THE BOPP LAW FIRM, PC | www.bopplaw.com
The National Building | 1 South 6th Street | Terre Haute, Indiana 47807
voice: (812) 232-2434, ext. 42 | fax: (812) 235-3685 | cmilbank@bopplaw.com

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From: James Bopp Jr <jboppjr@aol.com>
Sent: Monday, March 7, 2022 3:44 PM
To: steve.fawcett@legis.wisconsin.gov
Cc: coms@wispecialcounsel.org; Courtney Milbank <cmilbank@bopplaw.com>;
miked@michaelddeanllc.com
Subject: Wisc Gableman PRR Second Amendment to Agreement

Steve, attached is the Second Amendment we propose be signed and filed with the court today or before the hearing tomorrow.

It is based on several discussions and my research, the results of which I have shared with the Speaker.

Once signed please pdf back to all copied here for us to file. Jim

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.

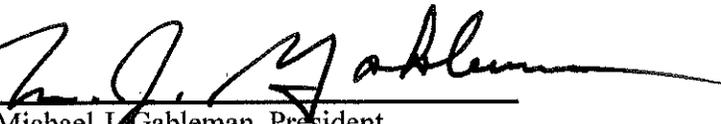
[signature page follows]

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: Tuesday, March 15, 2022, 3:12 PM
To: steve.fawcett@legis.wisconsin.gov
Subject: Wisc Gableman

Are you available to discuss with me final arrangements for Office of Special Counsel and my representation of the OSC and the Assembly going forward? I am wide open Thurs afternoon and Friday. Jim