
From: Redell, Carol <Carol.Redell@legis.wisconsin.gov>
Date: Friday, July 1, 2022 at 9:03 AM
To: Sarah Colombo <sarah.colombo@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: ASM63 - 2022.05.11 - Am Oversight - contracts - FW: Public Records Law Request (WI-REP-22-0468)

EXTERNAL SENDER

Sarah Colombo
American Oversight
sarah.colombo@americanoversight.org

Dear Ms. Colombo:

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

AGREEMENT FOR LEGAL SERVICES

This agreement for legal services is effective May 1st, 2022. This agreement is between The Wisconsin State Assembly (hereinafter referred to as "the Client") and Consultare LLC, a Wisconsin limited liability company, by and through its President Michael J. Gableman (hereinafter referred to as "Gableman").

RECITALS

- A. The parties previously entered into a series of contracts for services related to the staffing of The Office of The Special Counsel (hereinafter referred to as the "Office"). The second and final amendment to said contracts is set to discontinue after April 30th, 2022.
- B. The Parties desire to enter into a further agreement for legal services provided by Consultare, LLC so that the Office may remain open in order prosecute a series of lawsuits the Office is engaged in.

TERMS

- 1. The client desires to engage Consultare LLC and Gableman for legal services related to the prosecution of lawsuits involving the Office.
- 2. Gableman will execute his duties to the client in accordance with all standards of care, including confidentiality and attorney-client privilege, with respect to an attorney-client relationship with the Client.
- 3. Gableman will work as lead counsel at the direction of the Client in all matters and in cooperation with outside counsel James Bopp of the Bopp Law Firm in all matters in which the Bopp Law Firm is retained plus any other outside counsel retained.
- 4. The Client will pay Consultare LLC the current salary of Gableman of Five Thousand Five Hundred Dollars (\$5,500) per month for all legal services including but not limited to representation, advice, consultation, and litigation strategy, plus the current rent of Two Thousand Five Hundred Dollars (\$2,500) per month for maintaining the Office, and reasonable expenses for operating the Office. Any other expenses are subject to the original budget set forth for the Office and must be preapproved by the Client.
- 5. Gableman will continue to work on, research, and execute any other legal duties related to legal challenges to the Office for the duration of the agreement.
- 6. Other outside legal counsel with written agreements with the Client will continue to be paid for by the Client. The Client will indemnify and hold harmless Consultare LLC and Gableman

while in the Office for any legal matters or challenges relating in any way to the discharge of the duties under this agreement.

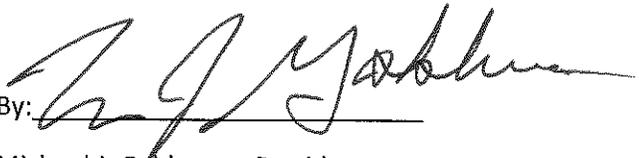
7. This agreement represents the sole agreement between Consultare LLC and Gableman and supersedes any previous agreement between the two parties.
8. Client asserts that there are no conflicts of interest and that Consultare LLC represents no other branches of Wisconsin state government, state agencies, or other entities with an interest in the lawsuits involving the Client and the Office.
9. Consultare LLC will retain and remit all documents of the Client upon the Client's (or successor counsel) request within 30 days.
10. Either party to this agreement may terminate said agreement by providing written notice to the other party. Absent termination, this agreement will terminate upon the conclusion of all outside lawsuits involving the Office or special investigator, as either plaintiff or defendant.

In Witness WHEREOF, the parties hereby enter into this agreement as of the date first written above:

By:  _____

Speaker Robin J. Vos

Wisconsin State Assembly

By:  _____

Michael J. Gableman, President

Consultare, LLC

Toftness, Jenny

From: Wolf, Jake
Sent: Friday, April 15, 2022 5:04 PM
To: Vos, Robin
Cc: Toftness, Jenny
Subject: Policy Update
Attachments: Gableman Memo April 12 2022.docx

Robin,

Joint Legislative Council Chair Vacancy – Anne called regarding Rep. Vorpagel’s retirement and his replacement as Chair of Joint Legislative Council. It is my understanding that Tyler plans to resign on June 1. Anne suggested that you take over as Chair until the start of next session. She noted that there is very little to be done as the studies will be ongoing.

Memo – I’ve attached a very rough draft of the memo discussed in leadership this week. I have asked Steve to elaborate a bit more on the final section discussing his transition to legal counsel. If you have a few minutes, please read through this and let me know if this is the direction you would like this to go. As an additional note, you mentioned in the leadership meeting that you would like to request that WEC maintain election records longer than the statutory required window. Election records are housed primarily at the municipal and county level. Any records that WEC possesses (very few) would be subject to state open records law. I don’t think asking WEC to maintain these records would be beneficial.

WEDC Board – You have a WEDC board meeting coming up on Tuesday, April 26th. As we’ve discussed before you can step away from the board and nominate someone to fill your spot. I spoke with Tyler about this and he mentioned having Dave Armstrong fill in. Is this something you would like to move forward with?

Happy Easter,

Jake Wolf
Office of Assembly Speaker Robin Vos
608-266-9171

Following the 2020 presidential election, allegations of fraud and misconduct echoed throughout our state casting doubt on our elections. In hopes to restore this trust, the legislature hired former Supreme Court Justice Michael Gableman to conduct an independent investigation into what occurred throughout the election year. His investigation was complimented by an elections audit conducted by the non-partisan Legislative Audit Bureau as well as other reviews sponsored by independent organizations hoping to document the fraud and misconduct that occurred.

The Legislative Audit Bureau's analysis along with the Wisconsin Institute for Law and Liberty's Election Review uncovered significant concerns with how the 2020 election was conducted. Many of these findings required action by the legislature while others were the result of election officials overstepping their authority or simply ignoring the law.

The legislature acted quickly to pass over twenty bills to remedy the issues identified in these reports. Unfortunately, Governor Evers has shown little interest in the integrity of our elections or upholding the rule of law. He has vetoed reforms that would have prohibited private funds and personnel in elections administration, closed voter ID loopholes, reformed the indefinitely confined status, cleaned voter rolls, protected voters in care facilities from undue outside influence, and held state agencies accountable for election law violations.

Most recently, Justice Gableman released his report diving deep into the most egregious instances of fraud that occurred focusing on oversight, transparency, and political accountability. Thank you to Justice Gableman for your important work and detailed report including the following issues:

Center for Tech and Civic Life

The Center for Tech and Civic Life, funded in large part by Facebook CEO Mark Zuckerberg, made grants in excess of \$10 million to municipalities across Wisconsin to aid in the administration of their elections. Justice Gableman cites in his report that \$8.8 million was provided to Wisconsin's five most populous cities. These funds are described as having "strings attached" and were used to facilitate voter turnout in targeted neighborhoods. Areas that received these funds saw statistically significant increases in turnout for Democrats. Regardless of political affiliation, this is unacceptable.

Further, Gableman reports that CTCL partner organizations embedded themselves in local election administration. The report cites statements made by City of Green Bay Clerk Kris Teske alluding to this: "Others in the Mayor's office began to hold meetings and make decisions relating to the election outside of the clerks office." These partners were also granted access to WisVote data that would have otherwise cost a member of the public over \$12,000 to access.

Special Voting Deputies

Statutes clearly define a voting process to protect vulnerable populations from undue influence during our elections. Special Voting Deputies are required under statute to be sent to care facilities to supervise the absentee voting procedure.

On June 24, 2020, WEC issued a memo to all clerks directing them not to send Special Voting Deputies to care facilities and instead mail ballots to these voters. The memo further stated that regular rules for absentee voting by mail will apply. Gableman reports that these instructions were a direct violation of Wisconsin law and resulted in voter fraud.

Gableman's report identifies that WEC was aware that their direction was in violation of statute. A training document issued by WEC to clerk states "Normally, care facility staff are restricted from assisting voters, but this restriction is not in effect because the voter is casting their ballot by mail."

Failure to follow the process prescribed in law has led to reports that care facility staff and directors pressured residents to vote and forged signatures of residents. To quantify this, Special Counsel vetted voter turnout rates in five counties. His analysis shows that of the nursing homes analyzed, those in Milwaukee, Racine, Dane, and Kenosha had a 100% turnout rate. It is clear the WEC's unlawful activities facilitated and encouraged possible widespread criminality and election fraud.

Indefinitely Confined

The law creates a special exemption to voter ID requirements for indefinitely confined voters. This classification is defined as a voter who is indefinitely confined because of age, physical illness, infirmity, or is disabled for an indefinite period. For the 2016 election, WEC reports that there were approximately 66,000 indefinitely confined voters in Wisconsin.

In March of 2020, Dane and Milwaukee County Clerks grossly misconstrued the indefinitely confined statute by issuing statements allowing those who were indefinitely confined due to fear of contracting COVID to be designated as indefinitely confined. The Supreme Court later requested relief on the basis that these statements were inconsistent with WEC guidance, however, the announcement led to a 400% increase in the number of indefinitely confined individuals who would not be required to provide identification to receive their ballot.

Gableman reports that the indefinitely confined designation allows potential ineligible voters to take advantage of the status to vote without the need to properly identify themselves. This must be reformed to prevent future abuses.

Gableman Appointed as Legal Counsel

In the introduction of his report, Justice Gableman outlines the many significant roadblocks that have interfered with his investigation. Among them are the more than 90 subpoenas that have been issued to gain access to key witnesses in charge of our elections. Many of these subpoenas remain unfulfilled and embroiled in costly and time consuming litigation. Without the ability to execute these subpoenas, Justice Gableman's investigation is unable to move forward. Today, I am announcing that Justice Gableman will be retained by the Assembly as legal counsel as we continue to fight to execute these subpoenas and for the legislature's fact-finding powers... (Steve elaborate)

Toftness, Jenny

From: Fawcett, Steve
Sent: Tuesday, April 26, 2022 4:38 PM
To: Coms
Cc: Vos, Robin
Subject: RE: Continuing OSC
Attachments: 202204261602.pdf

Dear Mr. Gableman,

Thank you for your confidential memorandum regarding the Office of Special Counsel. Please find attached a contract for legal services between the Assembly and Consultare LLC that will allow you and the Assembly to keep the Office of Special Counsel open in order to fully prosecute the lawsuits identified in your memo. Please return to me at your convenience.

Best regards,

Steve Fawcett
General Counsel
Office of Assembly Speaker Robin Vos
608.266.3387

From: Coms <Coms@wispecialcounsel.org>
Sent: Monday, April 25, 2022 4:10 PM
To: Vos, Robin <Robin.Vos@legis.wisconsin.gov>
Cc: Fawcett, Steve <Steve.Fawcett@legis.wisconsin.gov>
Subject: Continuing OSC

Good Afternoon,

I have attached three documents in regard to the necessity of keeping the Office of the Special Counsel open.

Very Respectfully,

Mike Gableman
Special Counsel

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2. Gableman will execute his duties to the client in accordance with all standards of care, including confidentiality and attorney-client privilege, with respect to an attorney-client relationship with the Client.
3. Gableman will work at the direction of the Client in all matters and at the joint direction of the Client and lead outside counsel James Bopp of the Bopp Law Firm in all matters in which the Bopp Law Firm is retained.
4. The Client will pay Consultare LLC the current salary of Gableman of Eleven Thousand Dollars (\$11,000) per month for all legal services including but not limited to representation, advice, consultation, and litigation strategy, plus the current rent of Two Thousand Five Hundred Dollars (\$2,500) per month for maintaining the Office. All other expenses are subject to the original budget set forth for the Office and must be preapproved by the Client.
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In Witness WHEREOF, the parties hereby enter into this agreement as of the date first written above:

By: 
Speaker Robin J. Vos
Wisconsin State Assembly

By: _____
Michael J. Gablerman, President
Consultare, LLC

From: "Fawcett, Steve" <Steve.Fawcett@legis.wisconsin.gov>
Sent: Tuesday, May 10, 2022, 4:36 PM
To: "Blazel, Ted" <Ted.Blazel@legis.wisconsin.gov>
Cc: Coms <Coms@wispecialcounsel.org>
Subject: Contract
Attachments: 202205101616.pdf

Dear Chief Clerk,

Please find attached a contract in regards to the Office of Special Counsel.

Best,

Steve Fawcett
General Counsel
Office of Assembly Speaker Robin Vos
608.266.3387