



**TED BLAZEL**  
WISCONSIN ASSEMBLY CHIEF CLERK

December 16, 2022

American Oversight  
1030 15<sup>th</sup> Street NW, Suite B255  
Washington, D.C. 20005

Dear Ms. Pintado and Ms. Colombo:

I received your September 30, 2022 open records request. I have attached request letter WI-REP-22-1064 to my response.

I have attached all records that are responsive to the request.

Sincerely,

Ted Blazel  
Assembly Chief Clerk  
Wisconsin State Assembly

## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, is made and entered into by and between Michael Gableman, in his official capacity as Special Counsel, Wisconsin State Assembly Committee on Elections and Campaigns (hereinafter "Client") and The Bopp Law Firm, P.C. (hereinafter "The Firm"). This agreement supersedes any and all previously executed agreements between the parties with respect to the services contemplated herein.

WHEREAS, Client desires to retain The Firm to represent Client in the litigation styled as *American Oversight v. Assembly Office of Special Counsel*, Case No. 2021-cv-003007 in the Wisconsin Dane County Circuit Court, and in any subsequent appellate proceedings.

THE PARTIES AGREE as follows:

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The undersigned persons represent that they are duly authorized to sign this agreement and hereby agree to the terms and conditions of legal employment, as specified above.

This Agreement may be signed in any number of counterparts. Each counterpart is an original and together, all of the counterparts form a single document. Signatures delivered by email in PDF format shall be effective.

Electronically signed: Michael J. Gableman, for Client

Michael Gableman  
Special Counsel, Wisconsin State Assembly  
Committee on Elections and Campaigns

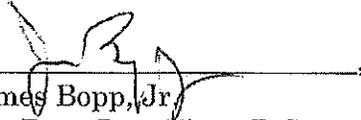
January 4, 2022

\_\_\_\_\_  
Date

As authorized and approved for payment by  
the Wisconsin State Assembly by:

\_\_\_\_\_  
Robin Vos, Speaker of the Wisconsin State Assembly

\_\_\_\_\_  
Date

  
\_\_\_\_\_, for The Firm  
James Bopp, Jr.  
The Bopp Law Firm, P.C.

1 / 4 / 22  
\_\_\_\_\_  
Date

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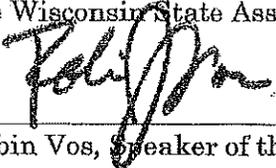
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Michael Gableman  
Special Counsel, Wisconsin State Assembly  
Committee on Elections and Campaigns

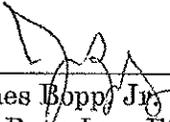
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\_\_\_\_\_  
1/4/22  
Date

  
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James Bopp Jr.  
The Bopp Law Firm, P.C.

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WHEREAS, Client desires to retain The Firm to represent Client in any case arising out of, or in regard to, the investigation being conducted by The Office of The Special Counsel. Each specific case within the scope of this Agreement shall be approved in writing by the Speaker of the Wisconsin Assembly, Robin Vos.

WHEREAS, Client also desires to retain The Firm to represent Client in *Gableman v. Rhodes-Conway*, currently pending in the Circuit Court of Waukesha County.

WHEREAS, Client further desires to retain The Firm to represent Client in providing legal services and advice to The Office of The Special Counsel regarding legal issues that arise out of, or in regard to, the investigation being conducted by The Office of The Special Counsel, upon the request of The Special Counsel.

WHEREAS, the Parties agree that this agreement shall be effective beginning March 1, 2022.

THE PARTIES AGREE as follows:

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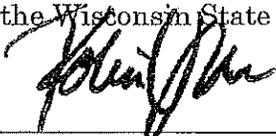
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\_\_\_\_\_, for Client  
Michael Gableman  
Special Counsel, Wisconsin State Assembly  
Committee on Elections and Campaigns

\_\_\_\_\_  
Date

As authorized and approved for payment by  
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\_\_\_\_\_  
Robin Vos, Speaker of the Wisconsin State Assembly

3/26/22  
Date

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James Bopp, Jr.  
The Bopp Law Firm, P.C.

\_\_\_\_\_  
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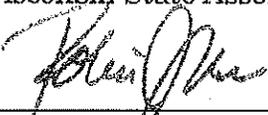
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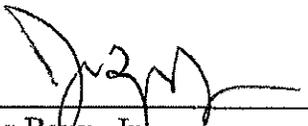
\_\_\_\_\_, for Client  
Michael Gableman  
Special Counsel, Wisconsin State Assembly  
Committee on Elections and Campaigns

\_\_\_\_\_  
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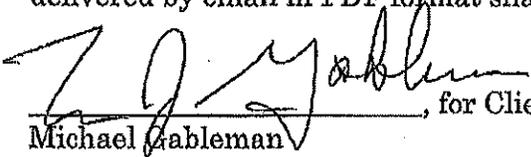
7-6-22  
\_\_\_\_\_  
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7/7/22  
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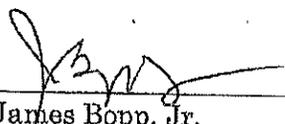
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8-18-22  
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Date

## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT ("Agreement"), is made, and is effective on August 12, 2022, by and between Wisconsin State Assembly, by Assembly Speaker Robin Vos (hereinafter "Assembly"), and The Bopp Law Firm, P.C. (hereinafter "The Firm") to provide legal representation to the Assembly Office of Special Counsel (hereinafter "Client"). This agreement supersedes any and all previously executed agreements between the parties with respect to the services contemplated herein.

WHEREAS, Assembly desires to retain The Firm to represent Client, and any agents, employees, or contractors in connection with their official duties for the Office, in any legal matters, including, but not limited to, the litigation styled as *Wisconsin Elections Commission v. Wisconsin State Assembly*, Case No. 2021-cv-002552 in the Wisconsin Dane County Circuit Court; *American Oversight v. Assembly Office of Special Counsel*, Case No. 2021-cv-003007 in the Wisconsin Dane County Circuit Court; *Gableman v. Genrich*, Case No. 2121-cv-001710 in the Wisconsin Waukesha County Circuit Court; and *American Oversight v. Office of Special Counsel*, Case No. 2022-cv-001583 in the Wisconsin Dane County Circuit Court, and in any subsequent appellate proceedings, including, but not limited to, Cases No. 2022AP0636, 2022AP1030, 2022AP1290, and 2022AP1423, and any public records requests ("Matter(s)").

WHEREAS, The Firm has previously represented the Client in relation to the Matters pursuant to The Firm's retainer agreements with Michael Gableman, as Special Counsel for the Client, which were approved by the Assembly and dated November 17, 2021, January 4, 2022, April 26, 2022, July 7, 2022, respectively.

WHEREAS, Assembly desires that with respect to The Firm's performance of its responsibilities and duties under this Agreement, the person designated by the Assembly as Special Counsel shall direct and be the Client's principal contact person in relation to the Matters. If at any time no person is presently designated as Special Counsel, the Speaker of the Assembly, or his designee, shall direct and be the Client's principal contact person in relation to the Matters.

WHEREAS, having been fully informed and having authorized and approved of all actions taken by The Firm in continuing its representation of the Client following the termination of the prior Special Counsel Gableman, the Speaker of the Assembly hereby confirms and ratifies on behalf of the Client all such actions, including, without limitation, appearances and proceedings in circuit court, the filing of appeals, the filing of any motions in connection with any pending or new appeal, notifying the courts of the withdrawal of the subpoenas, and any other actions associated with The Firm's representation.

THE PARTIES AGREE as follows:

Section 1 Hourly Rates. Assembly will pay the following hourly rates for attorneys: \$450/hour for James Bopp, Jr., \$240/hour for Courtney Turner Milbank, and \$240/hour for Melena S. Siebert. Other attorneys may assist at The Firm's discretion at their corresponding hourly rates charged by The Firm. Hourly rates for attorneys undergo periodic review and may increase during the term of this Agreement upon notice to Assembly.

Section 2 Local Counsel. Pursuant to SCR 10.03(4), a non-resident attorney seeking admission to practice in Wisconsin courts must associate with a member of the State Bar of Wisconsin. Upon being retained by The Firm, such resident counsel shall represent the Client and be vested by the Assembly with the same authorization as The Firm in relation to the Matters. Accordingly, Assembly and Client authorize The Firm to enter into or continue agreements with Michael D. Dean, LLC to serve as local counsel. Assembly will pay the following hourly rates for local counsel: \$275/hour for Michael D. Dean, and Michael D. Dean, LLC will monthly invoice Assembly for their services, once approved by The Firm. If circumstances so require in The Firm's reasonable discretion, The Firm is authorized to retain additional or successor resident counsel, who shall likewise represent the Client and be vested by the Assembly with the same authorization as The Firm in relation to the Matters.

Section 3 Costs and Expenses. Costs and expenses are in addition to the hourly charges for legal services. Costs and expenses include, but are not limited to, court charges, copies, postage, telephone, fax, travel, parking, special materials, exhibits, photographs, investigators, experts, computer assisted legal research and all other disbursements, costs, or expenses attributable to said legal services. Assembly agrees to pay for computer assisted legal research at \$3.00 per minute. Assembly agrees to pay for copies and facsimiles (incoming or outgoing) at the rate of \$.25 per page for 1-25 total pages, \$.15 per page for 26-100 total pages, and \$.10 per page for more than 100 total pages. Total pages are those copied or facsimiled during a copying or facsimiling event.

Section 4 Invoices. The Firm shall invoice Assembly monthly for any fees, costs, or expenses incurred under this Agreement. All invoices are due and payable within 30 days of receipt. Each invoice shall constitute an account stated and objections must be made in a reasonable time. Interest accruing at 1.5% per month will be applied to past due accounts until paid. Assembly agrees to pay all attorney fees, costs, and expenses of collecting Assembly's account if legal action is taken to collect fees, costs, and expenses due The Firm.

Section 5 Client's Cooperation. By this Agreement, Client agrees to cooperate with

The Firm and provide all information known to Client or available to Client, which in the opinion of The Firm would aid in its representation of Client in this matter. Notices to Client shall be provided to Speaker Vos or his designated recipient. Client further agrees to notify The Firm immediately of any change in Client's designated address or contact information, to review all documentation sent to Client by The Firm, and to promptly and thoroughly participate in the preparation and/or production of any documents that we request of Client.

Section 6 Termination by Assembly. This Agreement may be terminated only by the Assembly. The Firm will be obligated to honor any instructions of the Assembly requesting termination of The Firm's representation, only if such instructions are delivered to The Firm in writing bearing the Assembly's signature. If the Assembly elects to terminate The Firm's representation, Assembly is responsible for all fees, costs, and expenses incurred pursuant to this Agreement. Should The Firm be required to perform any services or functions after receipt of such instructions, Assembly is responsible for any fees, cost, and expenses for these services.

Section 7 Withdrawal by The Firm. In any matter involving representation of the Client in a pending lawsuit, the Firm may terminate this Agreement and withdraw from the representation of Client upon Assembly's failure to make payments in accordance with this Agreement, failure to cooperate with the agreed provisions of representation, or failure to follow the advice of The Firm, or under any circumstances permitted by or required by the Indiana Rules of Professional Conduct. Any termination of The Firm's representation would be subject to the approval of the tribunal and will only be done after reasonable written notice has been provided. Withdrawal by The Firm shall constitute withdrawal by Michael D. Dean, and Michael D. Dean, LLC, and by any other resident counsel then retained by The Firm.

Section 8 Termination by The Firm. With respect to The Firm's representation of the Client regarding matters not in litigation, The Firm may also terminate this Agreement for any reason. Any termination of The Firm's representation will only be done after reasonable written notice has been provided and be effective at the time specified in such notice. Termination by The Firm shall constitute termination by Michael D. Dean, and Michael D. Dean, LLC, and by any other resident counsel then retained by The Firm.

Section 9 Document and Records Management, Retention, and Destruction. In the absence of designated Special Counsel, the Assembly shall be responsible to direct management and disposition of any documents, records or other property of the Client. To the extent permitted by canons of professional responsibility or applicable law, The Firm shall comply with any direction of the Assembly in relation to the documents, records or other property, but shall not be a custodian of

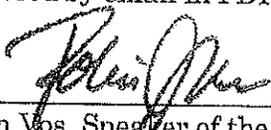
Client records for purposes of the Wisconsin Open Records Law or Wisconsin public records retention law. At the conclusion of any of the Matters, the documents, records and property that Client has provided to The Firm will, at Client's request, be returned to Client, Assembly, or other recipient as the Assembly may direct. The Firm shall retain Client's legal files for an indefinite period. At any time after five years have elapsed since the conclusion of all of the Matters, after ten business days of notifying Client in writing, which includes by electronic mail sent to Client's last known electronic mail addresses, The Firm may destroy these files unless Client notifies The Firm in writing that it wishes to take possession of them. The Firm reserves the right to charge administrative fees and costs associated with researching, retrieving, copying, and delivering such files.

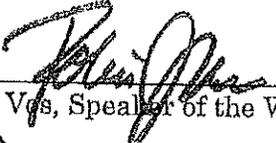
Section 10 Disputes. This Agreement shall be governed by Indiana law and courts in the State of Indiana. Any dispute arising under or in connection with this Agreement, related to any act or omission of The Firm in relation to any Matter(s), or involving any other matter which is the subject of this Agreement shall be resolved on the basis of Indiana law without giving effect to Indiana's conflict of law principles and brought in a court located in Indiana.

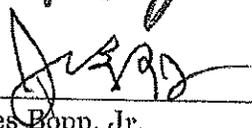
Section 11 Recitals. The recitals to this Agreement are incorporated and made contractual.

The undersigned persons represent that they are duly authorized to sign this agreement and hereby agree to the terms and conditions of legal employment, as specified above.

This Agreement may be signed in any number of counterparts. Each counterpart is an original and together, all of the counterparts form a single document. Signatures delivered by email in PDF format shall be effective.

  
\_\_\_\_\_, for Assembly  
Robin Vos, Speaker of the Wisconsin State Assembly  
Date 9-7-22

  
\_\_\_\_\_, for Client  
Robin Vos, Speaker of the Wisconsin State Assembly  
Date 9-7-22

  
\_\_\_\_\_, for The Firm  
James Bopp, Jr.  
The Bopp Law Firm, P.C.  
Date 9/7/22

MICHAEL D. DEAN, LLC  
ATTORNEY AT LAW

MAILING ADDRESS:  
P.O. BOX 2545  
BROOKFIELD, WI 53008

350 BISHOPS WAY  
Suite 201  
BROOKFIELD, WI 53005

Telephone: (262) 798-8044  
Telefax: (262) 798-8045  
Email: miked@michaelddeanllc.com

November 7, 2021

BY EMAIL ONLY

James Bopp, Esq.  
The Bopp Law Firm, PC  
1 South 6th Street  
Terre Haute, IN 47807

Re: *Elections Commission et al vs. Wisconsin State Assembly et al*  
Dane County Case Number 2021CV002552 Wisconsin

Dear Mr. Bopp:

Thank you for the opportunity to work with you again representing Hon Michael Gableman and the Office of the Special Counsel in the above action.

As we discussed, I will be retained by you and serve as Wisconsin state counsel. While you will be lead counsel and I will submit billing statements in care of your firm, the Office of Special Counsel is directly responsible for payment of my fees.

I will bill for my services at the rate of \$275.00 per hour. Services of my associate, David J. Craig, will be billed at \$175.00 per hour. (Attorney Craig has over 20 years experience in Wisconsin politics, including serving on the staff of Speaker Paul Ryan and, most recently, 10 years serving in both the Wisconsin Assembly and Senate, including chairing several relevant committees.) I will also bill for reimbursement of customary costs, including service fees, filing fees, reporter fees, travel and mileage, copies, Westlaw or other contract research, courier and overnight delivery, etc. I bill at the end of the month, payment is due upon receipt.

Also as we discussed, I am retaining several investigative sources contracted directly with my firm to assist with various matters, which may include consultation in relation to the above action. Those sources are retained as consulting experts, not as experts for purposes of trial preparation or trial testimony, and my agreements with them contain restrictions on use and disclosure of information they provide. Accordingly, any information from those sources provided to you or the Office of the Special Counsel is privileged, and may not be disclosed to third parties or used in the above action without my written consent.

If these terms are acceptable, please sign on the following page and return.

As always, I look forward to working with you and your team. Thank you again.

James Bopp, Esq.  
November 7, 2020  
Pate Two

Sincerely,



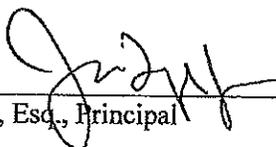
Michael D. Dean

MDD:jm  
cc: Hon. Michael Gableman  
5552.001.100

On behalf of the Office of the Special Counsel, the undersigned accepts the foregoing terms of representation by Attorney Michael D. Dean.

THE BOPP LAW FIRM, PC

By:

  
\_\_\_\_\_  
James Bopp, Esq., Principal

Date: November 10, 2021

MICHAEL D. DEAN, LLC  
ATTORNEY AT LAW

MAILING ADDRESS:  
P.O. BOX 2545  
BROOKFIELD, WI 53008

350 BISHOPS WAY  
Suite 201  
BROOKFIELD, WI 53005

Telephone: (262) 798-8044  
Telefax: (262) 798-8045  
Email: miked@michaelddeanllc.com

December 23, 2021

BY EMAIL ONLY

James Bopp, Esq.  
The Bopp Law Firm, PC  
1 South 6th Street  
Terre Haute, IN 47807

Re: *American Oversight vs. Assembly Office of Special Counsel et al*  
Dane County Case Number Case 2021CV003007

Dear Mr. Bopp:

Thank you for the opportunity to work with you again representing Hon. Michael Gableman and the Office of the Special Counsel in the above action.

Consistent with our existing arrangement representing Mr. Gableman, I will be retained by you and serve as Wisconsin state counsel. While you will be lead counsel and I will submit billing statements in care of your firm, the Office of Special Counsel is directly responsible for payment of my fees.

I will bill for my services at the rate of \$275.00 per hour. Services of my associate, David J. Craig, will be billed at \$175.00 per hour. (Attorney Craig has over 20 years experience in Wisconsin politics, including serving on the staff of Speaker Paul Ryan and, most recently, 10 years serving in both the Wisconsin Assembly and Senate, including chairing several relevant committees.) I will also bill for reimbursement of customary costs, including service fees, filing fees, reporter fees, travel and mileage, copies, Westlaw or other contract research, courier and overnight delivery, etc. I bill at the end of the month, payment is due upon receipt.

In the event I retain any investigators or other providers contracted directly with my firm to assist with consultation and other matters in relation to the above action, those sources will be retained as consulting experts, not as experts for purposes of trial preparation or trial testimony, and my agreements with them contain restrictions on use and disclosure of information they provide. Accordingly, any information from those sources provided to you or the Office of the Special Counsel is privileged, and may not be disclosed to third parties or used in the above action without my written consent.

If these terms are acceptable, please sign on the following page and return.

As always, I look forward to working with you and your team. Thank you again.

James Bopp, Esq.  
December 23, 2021  
Pate Two

Sincerely,



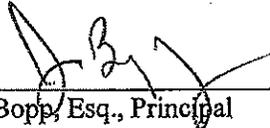
Michael D. Dean

MDD:jm  
cc: Hon. Michael Gableman  
5552.002.100

On behalf of the Office of the Special Counsel, the undersigned accepts the foregoing terms of representation by Attorney Michael D. Dean.

THE BOPP LAW FIRM, PC

By:



James Bopp, Esq., Principal

Date: December 25, 2021