

**From:** Marley, Patrick  
**Sent:** Monday, November 29, 2021 12:58 PM  
**To:** 1; Coms  
**Subject:** EXTERNAL : Open records request for legal contracts

Justice Gableman:

Under the state's open records law, I am requesting:

- Copies of all contracts and subcontracts between the Office of Special Counsel and the Thomas More Society;
- Copies of all contracts and subcontracts between the Office of Special Counsel and the Amistad Project;
- Copies of all contracts and subcontracts between the Office of Special Counsel and Mohrman, Kaardal and Erickson;
- Copies of all contracts and subcontracts between the Office of Special Counsel and attorney Jim Bopp and/or his firm;
- Copies of all contracts and subcontracts between the Office of Special Counsel and the James Madison Center for Free Speech.

I am seeking contracts and subcontracts that are made directly with the Office of Special Counsel, as well as contracts and subcontracts that are made with any of the office's contactors, including but not limited to Michael Dean.

If you have questions about this request, please let me know. Thank you.

**Patrick Marley**

State Capitol reporter

**journal sentinel**

Mobile: [608.235.7686](tel:608.235.7686)  
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Sublease Agreement

This Sublease is made and entered into by and between CONSULTARE LLC (hereinafter "Sublessor") and THOMAS MORE SOCIETY (hereinafter "Sublessee").

Recitations

0.1 Whereas, Sublessee desires to sub-lease office space from Sublessor at the offices located at 155 S. Executive Drive Suites 212 & 110A, located in Brookfield, Wisconsin.

0.2 Whereas, Sublessor has agreed to sublease 886 rentable square feet of space to Sublessee commencing October 1, 2021 through the Lease termination date of September 30, 2022.

0.3 Whereas, Sublessor and Sublessee desire to accommodate the sub-lease in accordance with the agreement below.

Agreement

Now, therefore, in consideration of the above Recitations and the promises and agreements hereinafter contained, it is agreed between Sublessor and Sublessee that:

1.1 Term. Sublessee agrees to sub-lease the 886 rentable square feet of space, shown on the attached Exhibit A as "TMS" and the common area spaces, for a period of One (1) Year, commencing October 1, 2021 and ending at midnight on September 30, 2022.

1.2 Base Rent. Sublessee will pay to Sublessor the Base Rent of \$1218.25 per month. Rent shall be paid to Sublessor on or before the first day of each month of the term. Sublessor and Sublessee acknowledge and agree, and with its consent below, the Landlord acknowledges and agrees, that Sublessee's payment of Base Rent hereunder is Sublessee's only rental obligation with respect to its use and possession of the subleased premise and such payment of Base Rent includes Sublessee's share of real property taxes, insurance, utilities, building operation expenses and other services provided by Landlord under the Lease

1.3 Agreement. Sublessee agrees to abide by all terms, rules and regulations as set forth in Landlord's original Lease Agreement which is attached hereto and made part of this agreement. With respect to the subleased premises, Sublessee shall have all rights and obligations as Tenant has to the Demised Premises under said original Lease Agreement.

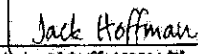
1.4 Improvements. None.

1.5 Warrant of Authority. Each party warrants and represents to the other that they have the power and authority to enter into and perform all their obligations under this Sub-lease and that such party has performed all acts and obtained all approvals necessary to make this Sub-lease a valid, binding legal obligation and each person who executes this Sub-lease in a representative capacity on behalf of either party individually warrants that (s)he is duly authorized to do so.

In witness whereof, this Sub-lease is duly executed and delivered as of the date specified below.

BY:  Date: 9/27/21  
Sublessor: Michael Gablemen for Consultare LLC

BY:  Date: 9/23/2021  
Sublessee: Andrew Bath for Thomas More Society

Landlord Consent:   
John Hoffman, Managing Partner

Sublease Agreement

This Sublease is made and entered into by and between CONSULTARE LLC (hereinafter "Sublessor") and MOHRMAN, KAARDAL & ERICKSON, P.A. (hereinafter "Sublessee").

Recitations

0.1 Whereas, Sublessee desires to sub-lease office space from Sublessor at the offices located at 155 S. Executive Drive Suites 212 & 110A, located in Brookfield, Wisconsin.

0.2 Whereas, Sublessor has agreed to sublease 1272 rentable square feet of space to Sublessee commencing October 1, 2021 through the Lease termination date of September 30, 2022.

0.3 Whereas, Sublessor and Sublessee desire to accommodate the sub-lease in accordance with the agreement below.

Agreement

Now, therefore, in consideration of the above Recitations and the promises and agreements hereinafter contained, it is agreed between Sublessor and Sublessee that:

1.1 Term. Sublessee agrees to sub-lease the 1272 rentable square feet of space for a period of One (1) Year, commencing October 1, 2021 and ending at midnight on September 30, 2022.

1.2 Base Rent. Sublessee will pay to Sublessor the Base Rent of \$1749 .00 per month. Rent shall be paid to Sublessor on or before the first day of each month of the term.

1.3 Agreement. Sublessee agrees to abide by all terms, rules and regulations as set forth in Landlord's original Lease Agreement which is attached hereto and made part of this agreement.

1.4 Improvements. None.

1.5 Warrant of Authority. Each party warrants and represents to the other that they have the power and authority to enter into and perform all their obligations under this Sub-lease and that such party has performed all acts and obtained all approvals necessary to make this Sub-lease a valid, binding legal obligation and each person who executes this Sub-lease in a representative capacity on behalf of either party individually warrants that (s)he is duly authorized to do so.

In witness whereof, this Sub-lease is duly executed and delivered as of the date specified below.

DocuSigned by:  
BY: [Signature] Date: 9/22/2021  
Sublessor: Michael Gablemen for Consultare LLC

DocuSigned by:  
BY: William Mohrman Date: 9/21/2021  
Sublessee: William Mohrman for Mohrman, Kaardal & Erickson, P.A.

DocuSigned by:  
Landlord Consent: Jack Hoffman 9/22/2021  
John Hoffman Managing Partner

## 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 *Wisconsin Election Commission, et al. v. Wisconsin State Assembly, et al.*, Case No. 2021-cv-002552 in the Wisconsin Dane County Circuit Court, and in any subsequent appellate proceedings.

THE PARTIES AGREE as follows:

Section 1 Hourly Rates. Client will pay the following hourly rates for attorneys: \$450/hour for James Bopp, Jr. and \$240/hour for Courtney Turner Milbank. 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 Client.

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. Accordingly, Client authorizes The Firm to enter into an agreement with Michael D. Dean, LLC to serve as local counsel. Client will pay the following hourly rates for local counsel: \$275/hour for Michael D. Dean and \$175/hour for David J. Craig and Michael D. Dean, LLC will monthly invoice Client for their services, once approved by The Firm.

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. Client agrees to pay for computer assisted legal research at \$3.00 per minute. Client 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 Client 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. Client agrees to pay all attorney fees, costs and expenses of collecting Client'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. Client further agrees to notify the Firm immediately of any change in Client's 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 Client. The Firm will be obligated to honor any instructions of Client requesting termination of the Firm's representation, only if such instructions are delivered to The Firm in writing bearing the Client's personal signature. If Client elects to terminate The Firm's representation, Client 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, Client is responsible for any fees, cost, and expenses for these services.

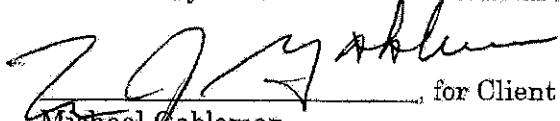
Section 7 Withdrawal by The Firm. The Firm also may withdraw from the representation of Client upon Client's failure to make payments in accordance with this Agreement, failure to cooperate with the agreed provisions of representation, or failure to follow the advice of the Firm, or under any circumstances 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 notice has been provided.

Section 8 File Retention and Destruction. At the conclusion of the matter addressed in this Agreement, documents and property that Client has provided to us will, at Client's request, be returned to Client. The Firm shall retain Client's legal files for an indefinite period. At any time after five years have elapsed since the conclusion of the matter, 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 9 Disputes. This Agreement shall be governed by Indiana law and courts in the State of Indiana. Any dispute arising under or in connection with the Agreement or related to any 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.

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 Client

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

11/17/21  
Date

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

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

11/17/21  
Date

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

\_\_\_\_\_  
Date