

**FILED  
03-10-2021  
CIRCUIT COURT  
DANE COUNTY, WI  
2021CV000589  
Honorable Nia Trammell  
Branch 6**

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH \_\_

DANE COUNTY

ANDREW WAITY  
7230 Colony Drive  
Madison, Wisconsin 53717

SARA BRINGMAN  
107 Sutherland Court, Unit 103  
Madison, Wisconsin 53704

MICHAEL JONES  
110 Milo Lane  
Madison, Wisconsin 53714

JUDY FERWERDA  
264 Grand Canyon Drive  
Madison, Wisconsin 53705

Plaintiffs,

v.

Case No. \_\_\_\_\_

Case Code: 30952

ROBIN VOS, in his official capacity,  
Room 217 West  
State Capitol  
Madison, Wisconsin 53702

DEVIN LEMAHIEU, in his official capacity,  
Room 211 South  
State Capitol  
Madison, Wisconsin 53702

Defendants.

**SUMMONS**

THE STATE OF WISCONSIN TO SAID DEFENDANTS:

You are hereby notified that the Plaintiffs named above have filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Dane County Clerk of Courts, Dane County Courthouse, 215 South Hamilton Street, Madison, Wisconsin 53703-3285, and to Plaintiffs' attorney, whose address is Pines Bach LLP, 122 West Washington, Suite 900, Madison, WI 53703. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real property you own now or in the future, and may also be enforced by garnishment or seizure of property.

If you require the assistance of Auxiliary Aides or Services because of a disability, call (608) 266-4678 (TDD (608) 266-2138)) and ask for the Court ADA Coordinator.

Respectfully submitted this 10th day of March, 2021.

PINES BACH LLP

*Electronically signed by Lester A. Pines*

Lester A. Pines, SBN 1016543

Tamara B. Packard, SBN 1023111

Beauregard W. Patterson, SBN 1102842

*Attorneys for Plaintiffs*

Mailing Address:

122 West Washington Ave.

Suite 900

Madison, WI 53703

(608) 251-0101 (telephone)

(608) 251-2883 (facsimile)

lpines@pinesbach.com

tpackard@pinesbach.com

bpatterson@pinesbach.com

**FILED  
03-10-2021  
CIRCUIT COURT  
DANE COUNTY, WI  
2021CV000589  
Honorable Nia Trammell  
Branch 6**

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH \_\_

DANE COUNTY

ANDREW WAITY  
7230 Colony Drive  
Madison, Wisconsin 53717

SARA BRINGMAN  
107 Sutherland Court, Unit 103  
Madison, Wisconsin 53704

MICHAEL JONES  
110 Milo Lane  
Madison, Wisconsin 53714

JUDY FERWERDA  
264 Grand Canyon Drive  
Madison, Wisconsin 53705

Plaintiffs,

v.

Case No. \_\_\_\_\_

Case Code: 30952

ROBIN VOS, in his official capacity,  
Room 217 West  
State Capitol  
Madison, Wisconsin 53702

DEVIN LEMAHIEU, in his official capacity,  
Room 211 South  
State Capitol  
Madison, Wisconsin 53702

Defendants.

**COMPLAINT FOR DECLARATORY & INJUNCTIVE RELIEF**

Plaintiffs, by Pines Bach LLP, their attorneys, as a complaint against Defendants,  
allege as follows:

## INTRODUCTION

1. This action is brought by the Plaintiffs, who are Wisconsin taxpayers, pursuant to the Uniform Declaratory Judgments Act, Wis. Stat. § 806.04. Plaintiffs seek a judgment declaring that the contracts attached hereto as Exhibits A and B are void *ab initio* because they were entered into in violation of the specific limitations, described in Wis. Stat. §§ 13.124 (1) and (2), on the ability of the Speaker of the Wisconsin Assembly and the Majority Leader of the Wisconsin Senate to engage legal counsel other than from the Wisconsin Department of Justice.

2. The contracts at issue were entered into by Defendant Robin Vos, in his official capacity as the Speaker of the Assembly on behalf of the Wisconsin Assembly (hereinafter “Vos” or “Robin Vos”), and Defendant Devin LeMahieu, in his official capacity as Majority Leader of the Wisconsin Senate on behalf of the Wisconsin Senate (hereinafter “LeMahieu” or “Devin LeMahieu”), with the law firms of Consovoy McCarthy PLLC (in association with Adam Mortara) (Exhibit A, hereinafter “the Consovoy contract”) and Bell Giftos St. John LLC (Exhibit B, hereinafter “the BGSJ contract”). Neither Wis. Stat. §§ 13.124 (1) and (2) nor any other statute nor any power or right granted to the legislative branch of Wisconsin government through the Wisconsin Constitution provides the Speaker of the Wisconsin Assembly or the Senate Majority Leader with the authority to engage outside counsel as they did for the services described in Exhibits A and B or to authorize payment for any services under such contracts.

3. As supplemental relief under Wis. Stat. § 806.04 (8), the Plaintiffs also seek a permanent injunction enjoining Robin Vos and Devin LeMahieu from authorizing any payment for services performed under the Consovoy and BGSJ contracts, and also enjoining Vos and LeMahieu, in their official capacities, from engaging any legal counsel other than the Wisconsin Department of Justice unless there is an existing action in which the Assembly, the Senate or the Legislature is a party or in which any of them have an interest.

### **PARTIES**

4. Plaintiff Andrew Waity is an adult resident of the State of Wisconsin and a Wisconsin taxpayer whose address is 7230 Colony Drive, Madison, Wisconsin 53717.

5. Plaintiff Sara Bringman is an adult resident of the State of Wisconsin and a Wisconsin taxpayer whose address is 107 Sutherland Court, Unit 103, Madison, Wisconsin 53704.

6. Plaintiff Michael Jones is an adult resident of the State of Wisconsin and a Wisconsin taxpayer whose address is 110 Milo Lane, Madison, Wisconsin 53714.

7. Plaintiff Judy Ferwerda is an adult resident of the State of Wisconsin and a Wisconsin taxpayer whose address is 264 Grand Canyon Drive, Madison, Wisconsin 53705.

8. Defendant Robin Vos is the Speaker of the Wisconsin Assembly whose business address is Room 217 West, State Capitol, Madison, Wisconsin 53702. He is sued in his official capacity.

9. Defendant Devin LeMahieu is the Majority Leader of the Wisconsin Senate whose business address is Room 211 South, State Capitol, Madison, Wisconsin 53702. He is sued in his official capacity.

### JURISDICTION AND VENUE

10. This Court has jurisdiction over the subject matter of this dispute pursuant to Article VII, Section 8 of the Wisconsin Constitution and Wis. Stat. § 753.03, which provide for subject matter jurisdiction over all civil matters within this state.

11. Defendants, as state officers, are subject to this Court's jurisdiction. *See Lister v. Bd. of Regents of Univ. Wis. Sys.*, 72 Wis. 2d 282, 303, 240 N.W.2d 610 (1976).

12. Venue is proper in Dane County because it is the county where the claims arose. Wis. Stat. § 801.50 (2)(a).

### FACTS

13. On or about December 23, 2020, Vos and LeMahieu entered into Exhibit A, a contract for legal services with a law firm known as Consovoy McCarthy PLLC, in association with Adam Mortara, which states, in relevant part as follows:

This Engagement Agreement sets forth the terms under which Consovoy McCarthy PLLC ("CM") in association with Adam Mortara ("Mortara") (collectively, "CM&M") will represent the Wisconsin State Assembly and Wisconsin State Senate (the "Legislature" or "you") in **possible** litigation related to decennial redistricting (the "Litigation"). CM&M's engagement hereunder is limited to representing the Legislature in the Litigation through trial and, if requested, on appeal.

**The parties currently do not know whether or in what venue the Litigation will occur.**

### Scope of Representation

The Legislature is also retaining Bell Giftos St. John LLC (“BGSJ”) to represent it in the Litigation. CM&M is being retained to work alongside BGSJ. Mortara will provide overall strategic litigation direction, take key fact and expert discovery, and serve as lead trial counsel at trial, while BGSJ and CM will provide additional day-to-day litigation resources.

Mortara hereby commits that the Litigation will take precedence over other clients as to trial scheduling matters, and that in the event of an irresolvable trial date conflict between you and another client, he will be lead trial counsel in this matter.

(emphasis added)

14. There is currently no action pending in any court in Wisconsin or in the federal courts of the United States related to the State of Wisconsin’s decennial redistricting, a fact which the parties to the Consovoy contract recognize because the contract refers to “possible litigation” about Wisconsin’s redistricting plan, and notes that the parties to the contract do not know whether there will be any such litigation. Consequently, there currently is no “action” to which either the Wisconsin Assembly or Wisconsin Senate is a party, or in which either has an interest.

15. On or about January 6, 2021, Vos and LeMahieu entered into Exhibit B, a contract for legal services with a law firm known as Bell Giftos St. John LLC, which states, in relevant part, as follows:

The purpose of this letter is to confirm the scope and terms of representation.

Identity of the Clients. Our clients in this matter are the Wisconsin State Senate, by and through Senator Devin LeMahieu, and the Wisconsin State Assembly, by and through Representative Robin Vos. It is our understanding that each of you is authorized to retain counsel on behalf of your respective legislative houses.



Unless and until the Wisconsin State Senate and Wisconsin State Assembly designate otherwise, we will take direction on this matter through those organizations' duly authorized agents: Senator LeMahieu as it relates to the Wisconsin State Senate; Representative Vos as it relates to the Wisconsin State Assembly.

**Scope of Representation. Bell Giftos St. John LLC agrees to provide legal advice to, represent, and appear for and defend the Wisconsin State Senate and Wisconsin State Assembly on any and all matters relating to redistricting during the decennial period beginning on January 1, 2021. Services within the scope include all services in furtherance of this attorney-client relationship relating to redistricting. Such services include, for example, providing legal advice to the client (through its members or staff as designated by Senator LeMahieu and Representative Vos) regarding constitutional and statutory requirements and principles relating to redistricting. It also includes appearing for clients in judicial or proceedings relating to redistricting, should such an action be brought, or administrative actions relating to redistricting, such as the rule petition currently pending before the Wisconsin Supreme Court. It also includes providing legal advice about the validity of any draft redistricting legislation if enacted. It does not include, however, the drawing of redistricting maps.**

(emphasis added)

16. The scope of the BGSJ contract is broader than the Consovoy contract because it not only provides for representation in theoretical redistricting litigation, but also for services to the Senate and Assembly regarding the redistricting process itself. The parties to the BGSJ contract, too, recognize that there currently is no "action" in which the Assembly or the Senate is a party or in which either has an interest.

17. Neither the Consovoy contract nor the BGSJ contract recite any statutory authority for either Vos and LeMahieu to enter into either contract for services with a private law firm on behalf of the Assembly and the Senate. Nor does either contract state any statutory authority through which public funds may be used to pay for the legal services described in them.

18. There is no section of the Wisconsin Constitution that authorizes the Speaker of the Assembly, like Vos, or the Majority Leader of the Senate, like LeMahieu, in their official capacities, to enter into contracts for legal services with private law firms. Nor is there any Wisconsin constitutional authority that allows them to direct that public funds be used to pay for such services.

19. In 2017, however, the Legislature enacted through 2017 Act 369, Section 3, Wis. Stat. § 13.124, which is entitled “Legal Representation.” It is the sole statute that provides any authority for the Speaker of the Assembly and the Majority Leader of the Senate, to “obtain legal counsel other than from the department of justice with the cost of representation paid from the appropriation under s. 20.765 (1) [(a) or (b)].” Wis. Stat. § 13.124 (1)(b) and (2)(b). Wis. Stat. § 20.765 (1) (a) and (b) appropriates a “sum sufficient” only for the functions of the Assembly and Senate respectively (hereinafter referred to as “sum sufficient appropriation”).<sup>1</sup>

20. Specifically, Wis. Stat. §§ 13.124 (1)(b) and (2)(b) allow the Speaker of the Assembly, in this case Vos, and the Senate Majority Leader, in this case LeMahieu, to obtain legal counsel “outside of the department of justice”<sup>2</sup> and use the sum sufficient appropriation to pay such counsel only: “in any action in which the [Assembly or Senate, respectively] is a party or in which the interests of the [Assembly or Senate, respectively] are affected, as determined by the [Speaker of the Assembly or the Senate

---

<sup>1</sup> Wis. Stat. § 13.124(3)(b) allows the cochairpersons of the Joint Committee on Legislative Organization (JCLO) to obtain counsel “other than from the department of justice” in “any action in which the legislature is a party or in which the interests of the legislature are affected” and provides that the cost of such representation be paid from the appropriation under § 20.765 (1)(a) or (b).

<sup>2</sup> In Wis. Stat. 13.124, “department of justice” means the “Wisconsin Department of Justice.”

Majority Leader, respectively].” Those statutory sections do not allow the Speaker of the Assembly or the Senate Majority Leader to engage legal counsel “outside of the department of justice” in anticipation of an action that does not yet exist.

21. Nor do Wis. Stat. §§ 13.124 (1)(b) and (2)(b) give either the Speaker of the Assembly or the Senate Majority Leader the authority to “obtain legal counsel other than from the department of justice, with the cost of representation paid from the [sum sufficient appropriation]” for general representation and legal advice regarding a matter such as redistricting.

#### **Claim for Declaratory Judgment**

22. Plaintiffs reallege paragraphs 1 through 21 above as if fully set forth herein.

23. In Wisconsin, an “action” is a civil proceeding that is commenced when a summons and complaint are filed and timely served or, for certain common law claims such as mandamus or certiorari, when a writ is filed and timely served. *See* Wis. Stat. §§ 801.02 (1), (2) and (5).

24. There is no action pending in any Wisconsin or federal court regarding the upcoming decennial redistricting. Thus, there is no action regarding redistricting in which either the Assembly or the Senate are a party or in which the interests of either the Assembly or Senate are affected.

25. There is no Wisconsin constitutional or statutory provision that allows the Speaker of the Assembly or Senate Majority Leader to obtain general representation from private legal counsel relating to a “possible action” about redistricting. Nor is

there a Wisconsin constitutional provision or statute that allows the Speaker of the Assembly or Senate Majority Leader to engage legal counsel outside of the Department of Justice to provide advice and services about redistricting generally.

26. Nevertheless, Vos and LeMahieu entered into the Consovoy and BGSJ contracts for legal services and representation of the Assembly and Senate in a possible future action about redistricting and, additionally, entered into a contract with BGSJ for advice to the Assembly and Senate about redistricting generally.

27. Because neither Vos nor LeMahieu had any Wisconsin constitutional or statutory authority to enter into any contract for legal representation of the Assembly and Senate in a possible future action about redistricting, such as the Consovoy and BGSJ contracts, those contracts are unlawful and, therefore, void *ab initio*.

28. Likewise, because neither Vos nor LeMahieu had any Wisconsin constitutional or statutory authority to enter into a contract for legal representation of the Assembly and Senate regarding redistricting generally, as they did in the BGSJ contract, that contract is unlawful and, therefore, void *ab initio*.

29. At least \$30,000 of taxpayer funds have been paid unlawfully on the Consovoy contract and, on information and belief, taxpayer funds have been paid unlawfully on the BGSJ contract as well.

30. Consequently, the Plaintiffs as taxpayers have suffered a pecuniary loss and have thereby established taxpayer standing to bring this declaratory judgment claim and be awarded the relief they seek. *S.D. Realty Co. v. Sewerage Comm'n of City of Milwaukee*, 15 Wis. 2d 15, 21-22, 112 N.W.2d 177 (1961) (“In order to maintain a

taxpayers' action, it must be alleged that the complaining taxpayer and taxpayers as a class have sustained, or will sustain, some pecuniary loss... Any illegal expenditure of public funds directly affects taxpayers and causes them to sustain a pecuniary loss."); *see Hart v. Ament*, 176 Wis. 2d 694, 699, 500 N.W.2d 312 (1993) (Even an "infinitesimally small" pecuniary loss is sufficient to confer standing upon the taxpayer).

WHEREFORE, Plaintiffs request relief from the Court as follows:

- A. A judgment declaring that the Consovoy contract and the BGSJ contract are void *ab initio*.
- B. An injunction permanently enjoining the Defendants from authorizing any further payment on the Consovoy and BGSJ contracts for any services performed pursuant to them.
- C. An injunction permanently enjoining Vos in his official capacity as the Speaker of the Assembly or in any other role in his official capacity as a member of the Assembly or as chairperson or cochairperson of any committee, from obtaining legal counsel other than from the Department of Justice with the cost of representation paid from the appropriation under Wis. Stat. § 20.765 (1)(a) or (b) for representation of the Assembly or the Legislature, or either one of them, unless an action has been commenced or initiated in which the Assembly or the Legislature is a party or in which any of them has an interest that is affected by such action.

- D. An injunction permanently enjoining LeMahieu in his official capacity as the Majority Leader of the Senate, or in any other role in his official capacity as a member of the Senate, or chairperson or cochairperson of any committee, from obtaining legal counsel other than from the Department of Justice with the cost of representation paid from the appropriation under s. 20.765 (1)(a) or (b) for representation of the Senate or the Legislature, or either one of them, unless an action has been commenced or initiated in which the Senate or the Legislature is a party or in which either of them has an interest that is affected by such action.
- E. A judgment for the statutory fees, costs, and disbursements of this action.
- F. Such other relief as the Court may deem just and proper.

Respectfully submitted this 10<sup>th</sup> day of March, 2021.

PINES BACH LLP

*Electronically signed by Lester A. Pines*

Lester A. Pines, SBN 1016543

Tamara B. Packard, SBN 1023111

Beauregard W. Patterson, SBN 1102842

*Attorneys for Plaintiffs*

Mailing Address:

122 W. Washington Ave., Ste. 900

Madison, WI 53703

(608) 251-0101 (telephone)

(608) 251-2883 (facsimile)

lpines@pinesbach.com

tpackard@pinesbach.com

bpatterson@pinesbach.com

*Privileged & Confidential*

### **Engagement Agreement**

This Engagement Agreement sets forth the terms under which Consovoy McCarthy PLLC (“CM”) in association with Adam Mortara (“Mortara”) (collectively, “CM&M”) will represent the Wisconsin State Assembly and Wisconsin State Senate (the “Legislature” or “you”) in possible litigation related to decennial redistricting (the “Litigation”). CM&M’s engagement hereunder is limited to representing the Legislature in the Litigation through trial and, if requested, on appeal.

The parties currently do not know whether or in what venue the Litigation will occur

#### Scope of Representation

The Legislature is also retaining Bell Giftos St. John LLC (“BGSJ”) to represent it in the Litigation. CM&M is being retained to work alongside BGSJ. Mortara will provide overall strategic litigation direction, take key fact and expert discovery, and serve as lead trial counsel at trial, while BGSJ and CM will provide additional day-to-day litigation resources.

Mortara hereby commits that the Litigation will take precedence over other clients as to trial scheduling matters, and that in the event of an irresolvable trial date conflict between you and another client, he will be lead trial counsel in this matter.

This representation and engagement agreement is entered into jointly and severally – should one client terminate this engagement it will continue with the remaining client with all of its terms fully enforceable as to that remaining client.

#### Fees

This engagement will be charged on a flat fee basis based on the anticipated scope of work. At this time that anticipated scope of work includes taking and defending fewer than 10 fact and 6 expert depositions, and a single trial that lasts less than 10 trial days.

Absent your consent, in no event will total fees invoiced in 2021 exceed \$965,000.

For pre-litigation consulting, beginning January 1, 2021 CM&M will charge \$30,000 / month.

From the commencement of litigation activity or July 1, whichever is earlier, CM&M will charge a flat monthly fee as follows during active litigation through the end of the trial. (Active litigation is a case where substantial activity is occurring – *i.e.* not a matter that is stayed.)

Until the setting of a trial date, CM&M will charge \$200,000/month.

After the trial date is set, CM&M will set a new, prorated, flat monthly fee equal to \$(965,000 - (total fees invoiced)) / by number of months to trial.

Should there be a substantial ~~change~~ increase or decrease in the scope of work then CM&M and you will negotiate in good faith any modifications necessary to reflect that substantial change of work, to revise the flat fees outlined above.

By signing this agreement, CM and Mortara agree to apportion the above fees such Mortara receives 20% and CM 80%. By signing this agreement you acknowledge you have read and understand the above and confirm your consent to the division of fees between Mortara and CM. The above-quoted fees do not change as a result of this fee sharing agreement between Mortara and CM.

#### Cooperation

It is understood and agreed that you will fully cooperate with CM&M at all times and will promptly provide all information, support and access to personnel that CM&M reasonably requests or that is otherwise necessary for CM and Mortara's representation of you in this matter.

#### Advance Waiver of Potential Future Conflicts

It is possible that during the course of this representation, one or more of CM&M's present or future clients will have disputes or transactions with you or otherwise engage in activity that conflicts with your interests. Except as to matters that are substantially related to our work for you, you agree that we may continue to represent or may undertake future representations of current or new clients, even if the interests of those clients are directly adverse to your own interests.

#### Termination

You may terminate this engagement for this representation in writing, at any time for any reason, provided that you may not terminate CM or Mortara's representation solely for purposes of avoiding payment of any fee owed. In the event of termination of this engagement by you, CM&M shall be entitled to reimbursement of all unreimbursed out of pocket costs and expenses incurred in connection with the case.

Upon written notice to you, and subject to applicable rules of professional conduct, CM or Mortara may withdraw from this representation under the circumstances and pursuant to the terms set forth below:

- A. CM or Mortara may withdraw from this representation and terminate the engagement if you breach this Engagement Agreement. If either withdraws from this representation of you due to such breach, CM or Mortara, as applicable, will be entitled to reimbursement of all unpaid fees and unreimbursed out of pocket costs and expenses incurred in connection with the case, and payment of all fixed fees incurred through the date of withdrawal.
- B. CM or Mortara also may withdraw from this engagement if they determine in good faith that any claim or position that you seek to pursue or take is without



merit, or where continuing with such representation (1) would give rise to a conflict of interest, (2) would or might reasonably be expected to cause a violation of any applicable ethical rule or rule of professional conduct, or (3) would otherwise present or threaten to present an appearance of impropriety. In the event of such a withdrawal from this representation on any of these bases, the withdrawing party will be entitled to receive prompt payment of all unreimbursed out of pocket costs and expenses incurred on your account in the course of the representation, and payment of all contingent fees incurred through the date of withdrawal.

Should you or CM&M elect to discontinue this representation, CM&M will take reasonable steps to protect your interests, including by providing pleadings, briefs or other such filings, as well as memoranda and other such substantive work product in CM&M's possession relating to the representation, provided however that internal CM&M emails and other such communications shall be deemed the property of CM&M and shall not be provided.

#### Integration

It is agreed that this Engagement Agreement sets forth completely the terms of the agreement between you and CM and Mortara and no other agreements, promises, understandings, guidelines or representations have been provided or relied upon in reaching this agreement. This Engagement Agreement cannot be modified in any respect, including by tender of guidelines from you or insurance carriers or any other source, without a writing signed by both CM, Mortara, and you.

#### Other Important Terms

- This engagement does not cover fees beyond the proceedings through conclusion of the trial. Should you wish to retain CM&M for any appeal, you and CM&M will work in good faith to establish the fees related to any such appeal.
- Out-of-pocket costs will be passed through to you dollar for dollar. "Out-of-pocket costs" include normal expenses such as printing, transcripts, travel, demonstrative exhibits, fees of consultants and experts, etc. CM&M personnel will fly coach class for domestic air travel. If CM&M personnel incur flight expenses in excess of the published fares for such travel, you will be invoiced only for the published price of the appropriate coach ticket.
- Expert fees and other expenses in excess will be invoiced directly from the provider to you, and paid directly to the provider.
- You agree that you will directly retain and pay any local counsel and other counsel involved in this matter. CM&M shall not be deemed to have retained such other counsel, and shall have no responsibility for those firms' fees or expenses.
- The scope of representation set forth above is intended as descriptive only and is not intended as an agreement that each and every task listed shall be performed. The fact that

the case, or any phase ends before CM&M has performed any one of the tasks listed above, or the fact that a certain task may not be performed for other reasons, is not in and of itself grounds for reduction of any portion of the fees set forth above.

- To the extent possible within CM&M's shared capabilities, CM&M will reasonably comply with the requirements of electronic billings systems that you choose to employ in connection with this matter, provided that CM&M will not be required to pay any fee or incur any deduction for the use of such systems.
- CM will invoice you for the above-described fees and out-of-pocket costs, and then remit to Mortara his share of the fees based on the apportionment described above, as well as reimburse any out-of-pocket costs Mortara has incurred.
- This agreement is not time based. CM&M shall have no responsibility to record or to supply time records to you, your agents, your insurance carriers, or others.
- It is understood and agreed that CM&M does not represent, and owes no attorney-client duty to, any insurance carrier or other indemnitor having any involvement with this matter, and it is further agreed that CM&M may represent clients or otherwise act in a manner directly adverse to such carriers or indemnitors in any other matter. CM&M will reasonably cooperate with those representing you in connection with insurance coverage or indemnity issues or disputes, including such matters as deductibles, exclusions, scope of insurance, reservation of rights, etc., but absent a specific engagement to do so, it is agreed that Mortara does not undertake to represent you in coverage or indemnity matters.
- You acknowledge that communications by cellular telephone, facsimile transmission, WiFi, cloud computing, and email pose risks to confidentiality. Nevertheless, you consent to use of such means of communication by CM&M in this matter.
- For purposes of negotiating and finalizing the fee arrangements, the parties agree that Mortara is acting on his own behalf in arms-length discussions with you, and CM is acting on its own behalf. During these discussions, and for purposes of this engagement agreement, neither CM nor Mortara is acting as your lawyer or fiduciary representative. You have the right to consult with counsel of your choosing before executing this agreement.

Dated: 12-23, 2020

CONSOVOY MCCARTHY PLLC

  
By: J. O. Harris, Partner


Dated: 12-23, 2020

ADAM K. MORTARA

  
\_\_\_\_\_

Dated: 12-22, 2020

The Wisconsin State Assembly

  
By: Robin Vos  
Its: Speaker

Dated: \_\_\_\_\_, 20\_\_

The Wisconsin State Senate

\_\_\_\_\_  
By:  
Its:

Dated: \_\_\_\_\_, 20\_\_

CONSOVOY MCCARTHY PLLC

\_\_\_\_\_  
By: Jeff Harris, Partner

Dated: \_\_\_\_\_, 20\_\_

ADAM K. MORTARA

\_\_\_\_\_

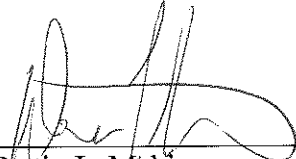
Dated: \_\_\_\_\_, 20\_\_

**The Wisconsin State Assembly**

\_\_\_\_\_  
By:  
Its:

Dated: 12/23, 2020

**The Wisconsin State Senate**



\_\_\_\_\_  
By: Devin LeMahieu  
Its: Majority-Leader Elect



BELL GIFTOS  
ST. JOHN LLC

Writer's Direct Line: (608) 216-7995  
Writer's Fax: (608) 216-7999  
Writer's E-mail: kstjohn@bellgiftos.com

January 6, 2021

The Honorable Devin LaMahieu  
Majority Leader of the Wisconsin State Senate  
State Capitol  
Room 211 South  
Madison, WI 53707

The Honorable Robin J. Vos  
Speaker of the Wisconsin State Assembly  
State Capitol  
Room 211 West  
Madison, WI 53707

**Re: Engagement Agreement: Counsel to the Wisconsin State Assembly and the Wisconsin State Senate Relating to *Whitford***

Dear Senator LaMahieu and Representative Vos,

Bell Giftos St. John LLC is pleased to confirm our engagement to represent the Wisconsin State Senate and the Wisconsin State Assembly, by and through the Speaker, on matters relating to redistricting during the decennial beginning January 1, 2021.

The purpose of this letter is to confirm the scope and terms of representation.

**Identity of the Clients.** Our clients in this matter are the Wisconsin State Senate, by and through Senator Devin LaMahieu, and the Wisconsin State Assembly, by and through Representative Robin Vos. It is our understanding that each of you is authorized to retain counsel on behalf of your respective legislative houses.

Unless and until the Wisconsin State Senate and Wisconsin State Assembly designate otherwise, we will take direction on this matter through those organizations' duly authorized agents: Senator LeMahieu as it relates to the Wisconsin State Senate; Representative Vos as it relates to the Wisconsin State Assembly.

**Scope of Representation.** Bell Giftos St. John LLC agrees to provide legal advice to, represent, and appear for and defend the Wisconsin State Senate and Wisconsin State Assembly on any and all matters relating to redistricting during the decennial period beginning on January 1, 2021. Services within the scope include all services in furtherance of this attorney-client relationship relating to redistricting. Such services include, for example, providing legal advice to the client (through its members or staff as designated by Senator LeMaheiu and Representative Vos) regarding constitutional and statutory requirements and principles relating to redistricting. It also includes appearing for clients in judicial or proceedings relating to redistricting, should such an

The Hon. Devin LaMahieu  
The Hon. Robin J. Vos  
January 6, 2021  
Page 2

action be brought, or administrative actions relating to redistricting, such as the rule petition currently pending before the Wisconsin Supreme Court. It also includes providing legal advice about the validity of any draft redistricting legislation if enacted. It does not include, however, the drawing of redistricting maps.

**Client Obligations.** Bell Giftos St. John LLC will consult with you and members of your office to establish a strategy for effectively conducting the tasks within the scope of our representation. We, of course, require your cooperation to adequately do so. Promptly providing information, making available your staff, locating and providing documents, and executing necessary documents in a timely manner are some of the tasks you may be required to undertake as part of this representation.

**Common Interest and Joint Representation.** Accompanying this engagement letter is a memorandum addressing the Wisconsin Senate and Wisconsin Assembly's common interests with respect to this representation. By signing that memorandum, you each acknowledge this representation involves interests common to each house and that this representation will not adversely affected by joint representation.

**Attorneys, Fees, and Costs.** The Wisconsin State Senate and the Wisconsin State Assembly will be charged an hourly rate for legal services. Each entity will receive a monthly bill detailing the services provided as well as all actual and necessary costs relating to the provision of legal services. Such costs and disbursements include such items as necessary travel expenses, reproduction costs, fees (such as fees associated with requests for public records or filing fees), and postage costs. Unless you instruct otherwise, the bills will be sent to your office.

Each entity will be jointly and severally responsible for the charges. However, it is anticipated that each entity will cover 50% of the charges that are in the nature of joint services and this will be reflected on each bill. Specific legal services may be billed to a single client where appropriate. Payment is due on receipt.

Attorney work will be billed at \$375/hour. Should paralegal services be required, they will be billed at \$125/hour. This amount is subject to change with prior notice.

**Third Party Retention.** Should it be necessary for Bell Giftos St. John LLC to retain other professional services in furtherance of the representation, such as a litigation consulting expert, Bell Giftos St. John LLC may require a retainer in an amount reasonably calculated by Bell Giftos St. John LLC to cover the anticipated costs of those professional services. Any retainer would be placed in a trust account to be used for the purposes of paying for such professional services. Any unencumbered amounts remaining in the trust account at the conclusion of the representation will be returned, unless there are past due invoices, in which case such funds may be applied against any past due charges.

The Hon. Devin LaMahieu  
The Hon. Robin J. Vos  
January 6, 2021  
Page 3

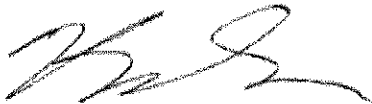
**Initiation and Termination of Representation.** Bell Giftos St. John's representation of each legislative house on matters relating to the 2010 redistricting decennial has been ongoing for several years; representation on the terms stated in this letter began on January 1, 2021. To confirm our ongoing representation, please execute and return a copy by PDF of this agreement to me by email at [kstjohn@bellgiftos.com](mailto:kstjohn@bellgiftos.com).

You may at any time terminate the representation. Bell Giftos St. John LLC reserves the right to terminate this representation at any time in a manner consistent with the Rules of Professional Conduct.

Thank you very much for choosing Bell Giftos St. John LLC to represent you in this matter. We look forward to being of service.

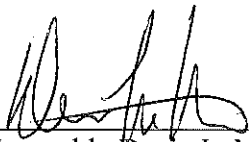
Sincerely,

**BELL GIFTOS ST. JOHN LLC**



Kevin M. St. John

Acknowledgment of representation:



\_\_\_\_\_  
The Honorable Devin LaMahieu  
Majority Leader of the Wisconsin State Senate

\_\_\_\_\_  
The Honorable Robin J. Vos  
Speaker of the Wisconsin State Assembly