

Revised draft plan for "Election Observer Program" as of July 14, 5:00pm:

1. Voter Roll Cleanup:
 - A. Initial Mailing groups by AFP and return of undeliverable mail (expect up to 20 day delay) to WiGOL and then to District Attorneys. AFP is preparing first 500 (update: list derived from voter role in 16th district and will be mailed by July 16). Additional mailing as funding is obtained.
 - B. Second mailing after Jim K compiles state-wide list of suspect registrations. RPW to finance this process; RPW may coordinate with AFP. The sequence to investigate thereafter is:
 - a. Liberty/Tea Party groups investigate in field.
 - b. Report findings to Jim K. to eliminate legitimate errors such as transposed address numbers.
 - c. Jim checks double-entries.
 - d. Submit to local DAs and GAB.
 - C. Utilize "ping Letter" process from GAB. Advise local clerks to send follow-up "ping letter" for final check and status change to "inactive". If they do not, report to GAB. If GAB does not respond, RPW will consider legal challenge to enforce law.
 - D. Consider another mailing to college campuses after primary elections.
 - E. Publicity for VPA; AFP will send email blast regarding the Voter Public Access(VPA). AFP will forward VPA info to Vicki McKenna. AFP will feature VPA message on billboard. (Consider "Did your deceased uncle vote in 2008?")
2. Special Registration Deputies (SRDs)
 - A. These people can be challenged to show their certification. Request a list of SRDs from clerks.
 - B. Link SRD to fraudulent registrations
 - C. Contact Sue Edmund in Milwaukee(We're Watching in process)
 - D. Will be correlated with Jim K's list of questionable registrations.
3. Thwarting New Fraudulent Registrations - Volunteer Observers needed at:
 - A. Nursing homes- City Clerks have list and dates so observers can participate.
 - B. Polls
 - C. Open registrations - Clerks' offices 20 days before election.
 - D. Event pre voting registrations
4. On-Site Absentee Voting
 - A. Volunteer observers needed
 - B. Good place for on-site training
 - C. Milwaukee area among top targets.
5. Poll Watching
 - A. Volunteers needed
 - B. Be there when ballots are counted
 - C. RPW to train the trainers
 - D. Practice in primary

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6. Recruiting Volunteers
 - A. Utilize Republican list
 - B. Liberty and tea party groups
7. Bipartisan vs. Partisan
 - A. DPW invited.
 - B. Rules require partisan participation
8. Training:
 - A. Use We're watching materials
 - B. RPW to set up training and train-the-trainer sites, dates and times
 - C. Consider video recording of training to give everyone who asks. Funded by WiGOL if implemented. There is concern about misuse of excerpts out of context)
9. Communication of program to participants
 - A. Central website with links to materials, list photos of
 - B. We're Watching email flier
 - C.
10. Public Exposure of Problem –
 - A. Identified later
11. Public Exposure of Problem –
 - A. Participants in plan must sign a non-disclosure agreement to be drafted by Jon W. and Jim K.
12. Concerns and deadlines:
 - A. Must register as groups 45 days before the election. (Not necessary per Jon W)

Next Meeting: At MDM - August 2, 7:00pm
At MAC – approximately 2 weeks

Mark Musselman
262- [REDACTED]

VERIFICATION PROCESS USED FOR IDENTIFYING QUESTIONABLE ADDRESSES

STEP 1

- 1) Look up the registered voter by name in the white pages at www.whitepages.com
- 2) If the person is located at that address, note it as directed and move on to the next voter address..
- 3) If the person is located at an address that appears to be a typo, note it as directed and move on to the next voter address.
- 4) If not in the white pages, go on to Step 2

STEP 2

- 1) Check www.assessordata.org for the address. (An alternate site to locate your assessor data if the county or municipality is not listed at www.assessordata.org)
<http://indorgs.virginia.edu/portico/assessors.html#wi>) If your county or municipality is not listed at this site check with your county or municipal clerk to find out where to access the assessor information.
- 2) If the address is located, note it as directed and move on.
- 3) If not found at assessordate.org, go to Step 3

STEP 3

- 1) In your browser window, type in <http://maps.google.com/> then the address, be sure to separate the street address from the city and state with a comma.
- 2) If the address is located (the map will likely point to the exact property), note it and move on.
- 3) If not found there (the map will likely point to the street), note it and mark it for a drive-by visual check.

STEP 4

- 1) Do a drive-by of the location in question
- 2) If found, note it
- 3) If not, if possible, take a photo of the location where the address should be located. (Be sure to keep a log of the photo numbers for each specific location. An affidavit will be completed later to affirm that physical inspection was made and the location not found.)

STEP 5

- 1) Every effort should be made to complete the verifications within 10-14 days.
- 2) Upon completion of the above mentioned steps, compile notes and information into a single spreadsheet with following the format in which the information was provided
- 3) Send completed information to RPW via Jon Waclawski (jwaclawski@wisgop.org)
- 4) When you receive confirmation from Jon Waclawski that he has received the data, delete any and all copies of the data. Wait for further instructions.

Affidavit

I, _____, am a resident at _____
_____ and do hereby certify on this _____ day of
_____, 2010:

- 1) That I have reviewed the document above entitled "Verification Process Used for Identifying Questionable Addresses."
- 2) That I agree to follow the 5 steps outlined in the document above.
- 3) That I have read the Nondisclosure and Confidentiality Agreement attached hereto.
- 4) That I agree to abide by the Nondisclosure and Confidentiality Agreement.
- 5) That I am a volunteer on this project and am in no way "officially" employed by the Republican Party of Wisconsin.

(Signature)

Dated this day of _____,

at _____, Wisconsin.

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure/Confidentiality Agreement (hereinafter "Agreement") is entered into this ____ day of _____, 2010 by and between the Republican Party of Wisconsin (hereinafter "Discloser"), and _____ (hereinafter "Recipient").

WHEREAS, Discloser possesses certain lists and personal information relating to voters in the state of Wisconsin that is Proprietary and Confidential Information to Discloser; and

WHEREAS, Recipient is willing to receive disclosure of Proprietary and Confidential Information pursuant to the terms of this Agreement for the purposes laid out below.

NOW THEREFORE, in consideration for the mutual undertakings of Discloser and Recipient under this Agreement, the parties agree as follows:

1. **Proprietary and Confidential Information.** For purposes of this Agreement, Proprietary and Confidential Information shall include any information (either written, oral, electronic, or communicated/held in any other fashion) that relates to voter identities in which Discloser has legally obtained. Such Proprietary and Confidential Information includes, but is not limited to; voter lists, voter identities, voter contact information, or other documents in tangible form which were developed based upon, or otherwise contain or reflect, Proprietary and Confidential Information.
2. **Purpose for Agreement.** Discloser is revealing to Recipient the above described Proprietary and Confidential Information for the purpose of investigating the accuracy of voter lists throughout Wisconsin. Recipient will have limited use of the Proprietary and Confidential Information. Such use will primarily be for investigating and verifying the validity of registrations. Other uses may be derived by the needs of Discloser. Because of the unique value and sensitive nature of the Proprietary and Confidential Information, use and disclosure of any said Proprietary and Confidential Information must be restricted.
3. **Obligations of Receiving Party.** Recipient shall hold and maintain the Proprietary and Confidential Information in strictest confidence for the sole and exclusive benefit of Discloser. Recipient shall carefully restrict access to Proprietary and Confidential Information from third parties. Recipient shall not, without prior written approval of Discloser, use for Recipient's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Discloser, any Proprietary and Confidential Information. **Recipient shall return to Discloser any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Proprietary and Confidential Information immediately upon completion of use and/or if Discloser so requests.**
4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement. Recipient's duty to hold Proprietary and Confidential Information in confidence shall remain in effect until Discloser sends Recipient written notice releasing Recipient from this Agreement.
5. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
6. **Breach.** The Parties acknowledge that Proprietary and Confidential Information is unique and valuable, and that disclosure in breach of this Agreement will result in irreparable injury to Discloser for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Discloser shall be entitled to specific

performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

7. **Assignment.** Neither Party shall assign this Agreement or any of its rights or obligations hereunder, without the prior, written consent of the other Party.

8. **Integration.** This Agreement: (a) is the complete agreement of the Parties concerning the subject matter hereof and supersedes any prior written or oral agreements with respect to further disclosures concerning such subject matter; (b) may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both Discloser and Recipient; and (c) shall be governed and construed in accordance with the laws of the State of Wisconsin without regard to its conflicts of laws provisions. The Parties agree that any action brought to enforce any provision of this Agreement or arising out of this agreement in any way shall only be brought in a federal or state court located in the State of Wisconsin.

9. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

DISCLOSER (RPW)

RECIPIENT (_____)

Signed: [Signature]

Signed: _____

Print Name: JONATHAN WALLAWSKI

Print Name: _____

Title: FINANCE DIRECTOR & CHIEF COUNSEL

Title: _____

Date: 4/17/2010

Date: _____