

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

ONE WISCONSIN INSTITUTE, INC., *et al.*,

Plaintiffs,

v.

Case No. 15-CV-324

GERALD C. NICHOL, *et al.*,

Defendants.

**JOINT MOTION TO STAY MOTION TO QUASH SUBPOENA PURSUANT
TO STIPULATION OF RELEVANT PARTIES**

Plaintiffs One Wisconsin Institute, *et al.*, and third-party Jamie Feuerhelm, Clerk of Pierce County, Wisconsin (the "County"), agree and stipulate that Mr. Feuerhelm's Motion to Quash Subpoena (ECF No. 53) should be stayed pending the continuing negotiations between Plaintiffs and the County to clarify and narrow the scope of the Subpoena. Plaintiffs and the County stipulate as follows:

1. Joseph Wenzinger, Attorney for Plaintiffs, served a Subpoena to Produce Documents, Information, or Objects (the "Subpoena") pursuant to Federal Rule of Civil Procedure 45 on Mr. Feuerhelm on October 7, 2015.
2. On October 19, Mr. Wenzinger sent a letter to Mr. Feuerhelm, attached as Exhibit A, clarifying and prioritizing the requests in the Subpoena.
3. On October 20, Bradley Lawrence, Pierce County Corporation Counsel, filed a Motion to Quash Subpoena on behalf of Mr. Feuerhelm.

4. On that same day, Mr. Lawrence sent a letter with objections to Mr. Wenzinger, attached as Exhibit B, providing that he and Mr. Feuerhelm would work with Plaintiffs to comply with the Subpoena as clarified and in accordance with the topics as prioritized in Mr. Wenzinger's letter. Mr. Lawrence's letter also stated that the objections and Motion to Quash were intended to protect the interests of Mr. Feuerhelm.
5. On October 22, Mr. Wenzinger and Mr. Lawrence conferred by telephone. Mr. Lawrence agreed to produce the materials that Plaintiffs designated as being their top priority (GAB-104 forms), as well as to work in good faith to produce the other priority documents, as soon as reasonably practicable.
6. In return, Mr. Wenzinger agreed to stipulate to and file, together with Mr. Lawrence, a joint motion requesting that this Court issue an order staying the Motion to Quash while the parties confer on clarifying and narrowing the requests in the Subpoena.
7. Mr. Wenzinger and Mr. Lawrence further agreed to maintain open lines of communication and to confer to further clarify and narrow the requests as necessary and practicable in the hopes of avoiding the need for the Court to ultimately rule on the Motion to Quash.
8. In addition, the County agrees not to object to the Subpoena on the ground that it seeks compliance in violation of the geographical limits of Federal Rule of Civil Procedure 45(c)(2)(A) based on the Plaintiffs' agreement, as set

forth in Mr. Wenzinger's letter of October 19, to accept electronic productions or productions at a location of the County's choosing.

Accordingly, the undersigned jointly request that this Court stay the Motion to Quash Subpoena pending the parties' continued negotiations in clarifying and narrowing the scope of the Subpoena. Should the Court grant this joint motion, the parties propose to provide this Court with a status report, or a Joint Motion to Withdraw the Motion to Quash Subpoena, within 60 days from the date of the Order granting this Motion. If the communications between the parties breaks down prior to then, the parties agree to extend the Plaintiffs' response deadline to two weeks after counsel for the County notifies an attorney of record for Plaintiffs in writing that the issue is now ripe for review.

A Proposed Order consistent with the foregoing is attached.

STIPULATED AND AGREED.

Dated this 23rd day of October, 2015

Dated this 23rd day of October, 2015

s/ Joseph P. Wenzinger
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