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January 25, 2012

Via E-Mail Only at peter@wolffsonderhouse.com

Attorney Peter M. Wolff
 Wolff & Sonderhouse L.L.P.
 400 West Moreland Boulevard
 Waukesha, WI 53188-2412

Re: Negotiated Issuance of Criminal Charges

Dear Attorney Wolff:

Please accept this letter as an offer to negotiate the issuance of criminal charges against Ms. Wink. Kindly keep the settlement information that may be exchanged between us in confidence. I would ask that you communicate this request for confidentiality to Ms. Wink as well.

As you know, it is the position of the Milwaukee County District Attorney's Office that Ms. Wink's political activities as an employee within the Milwaukee County Executive's Office would support charges of felony Misconduct in Public Office. This conduct took the form of working on fundraising events together with the Friends of Scott Walker, denominated as the "Happy Birthday Scott" event and the "Holiday Gala" event. Ms. Wink worked on other political matters as well, including: (1) the drafting and issuance of press releases for the Republican Party of Milwaukee County (RPMC); (2) phone banks for Scott Walker; (3) the Reagan Day Dinner event; (4) the purchase of RPMC political merchandise for resale at public events like the state Republican Convention and the State Fair; and (5) assorted other matters of general business for the RPMC. Our office is nevertheless interested in pursuing a negotiated issuance of misdemeanor charges alleging violations of Wisconsin Statutes §11.36. We are so motivated for a for a variety of reasons. First, Ms. Wink's misconduct, in terms of ongoing contact with political organizations, was materially less extensive than others working for the Milwaukee County Executive's Office. Second, Ms. Wink has provided information concerning a related investigation involving the destruction of digital evidence. Third, Ms. Wink is in possession of valuable information as it relates to possible future prosecution(s) and proceeding(s). Her truthful testimony in this regard is a thing of value to the State of Wisconsin.

For these reasons, the State of Wisconsin will entertain an agreement with Ms. Wink along the following lines. The State will charge Ms. Wink with two counts of Political Solicitation by a Public Employee in violation of Wisconsin Statutes §11.36(4). These are punishable as misdemeanors under §11.61 of the Wisconsin Statutes. The maximum possible punishment for these offenses is a \$1,000 fine or a term of six months imprisonment or both, as to each count.

In exchange for her plea of guilty to these offenses, and further provided that Ms. Wink abides by the other terms and conditions of this agreement as set forth below, the State will take the following positions at the time of Ms. Wink's sentencing. The State will be free to argue for any disposition that it sees fit, except that the State will agree not to make a recommendation for confinement. The State will not seek any form of confinement in recognition of Ms. Wink's cooperation with this investigation and in recognition of her promise to provide truthful testimony in the context of possible future prosecutions and proceedings. Ms. Wink should be advised that the State may seek restitution to Milwaukee County for the value of her time spent on political matters and which should not have been paid for by Milwaukee County taxpayers.

In addition to the conditions set forth below, it is the expectation of the parties that Ms. Wink will continue to cooperate in the investigation of the destruction of digital evidence. The parties also intend that Ms. Wink will cooperate as a witness in any future proceedings where the Milwaukee County District Attorney (or any designee of the Milwaukee County District Attorney's Office) deems it advisable to request her testimony. Without limiting the proceedings in which Ms. Wink may be requested to serve as a witness, the State identifies the following possible matters: (1) the prosecution of Mr. Tim Russell in Milwaukee County Case No. 12CF000053; (2) proceedings of any kind involving the destruction of digital evidence; (3) proceedings of any kind involving the persons identified in the Wink criminal complaint; and (4) proceedings of any kind involving the persons identified in Discovery materials that will be turned over to Ms. Wink in the course of these criminal proceedings.

This settlement offer is intended as a full and final settlement of all criminal and civil forfeiture charges that are either contained in the complaint or could have been contained in the complaint based on the factual allegations contained in that document. Ms. Wink acknowledges that, notwithstanding the fact that the misdemeanor charges embrace only a portion of the conduct set forth in the complaint, the complaint is an accurate summary of the types of political activity she engaged in while working as a Milwaukee County employee. In exchange for the promise of the District Attorney's Office that no further charges will be filed based on this conduct, Ms. Wink agrees that the sentencing judge may consider all such information in the criminal complaint at the time of sentencing.

In addition, this offer is based upon the following terms and conditions:

1. Ms. Wink agrees to appear at all court proceedings in ~~any case to be charged.~~ ^{12CM000579 BJL 1-26-2012}
2. Ms. Wink agrees she will abide by all conditions of her bail, as ordered by the court in the future.
3. Ms. Wink agrees that she has not been and will not become involved in any further criminal conduct. For purposes of this paragraph, "criminal conduct" is defined as any activity in contravention of a criminal statute that rises to the level of probable cause supporting the issuance of a criminal complaint. It is immaterial whether or not criminal charges are actually filed.

4. This offer is made in reliance upon the fact that Ms. Wink has no criminal record. The prosecution's obligation to make the recommendations at sentencing, as set forth in this letter, is contingent upon the absence of any such criminal record. Ms. Wink represents that she has no criminal record and Ms. Wink acknowledges that the State is relying on that representation in the context of this negotiation.
5. The state will request restitution in an amount that remains to be determined.
6. This offer is accepted by Ms. Wink's entry of a guilty plea. Ms. Wink must plead guilty promptly before the trial court on or before June 1, 2012.
7. In the event that there is a breach of this agreement by Ms. Wink under paragraphs 1, 2 or 3 above, or in the event there is a breach of this agreement in the form of a failure to cooperate with the State as outlined above, which breach occurs after Ms. Wink has entered a plea of guilty but before sentencing, the State of Wisconsin shall be relieved of its obligations to make the recommendations set forth in this letter and will be free to either: (1) commence felony proceedings as may be supported by the evidence or (2) maintain these misdemeanor proceedings and argue for any disposition that it sees fit.

If you have questions about this offer, kindly contact me at 278-2178. Thank you for your attention to this matter.

Very truly yours,


Bruce J. Landgraf
Assistant District Attorney

BJL/bl