

COMPLAINT

RODNEY RIGSBY  
4230 E Howe Dr Plaintiffs',  
#183  
Madison, WI 53704 v.

14CV0108

Case No:  
Code 30703  
Date: January 10, 2014

TRAVIS WEST  
U.S. Bank Plaza, Suite 301  
One South Pinckney Street  
Madison, WI 53703

JIM STATZ  
U.S. Bank Plaza, Suite 301  
One South Pinckney Street  
Madison, WI 53703

SOLHEIM, BILLINGS & GRIMMER/SBGLaw SC  
U.S. Bank Plaza, Suite 301  
One South Pinckney Street  
Madison, WI 53703

ABC INSURANCE COMPANY FOR  
SOLHEIM, BILLINGS & GRIMMER/SBG

ANDREA RUSSELL  
2811 Geneva Street  
Racine, WI 53402-4121

ELL RUSS, LLC  
2811 Geneva Street  
Racine, WI 53402-4121

ARA DESIGN COLLECTIONS, LLC  
2811 Geneva Street  
Racine, WI 53402-4121

ABC INSURANCE COMPANY FOR  
ELL RUSS, LLC

ABC INSURANCE COMPANY FOR  
ARA DESIGN COLLECTIONS, LLC  
Defendants,

CIRCUIT COURT  
14 JAN 10 PM 2:04  
DANE COUNTY, WI

THIS IS AN AUTHENTICATED COPY OF THE  
ORIGINAL DOCUMENT FILED WITH THE DANE  
COUNTY CLERK OF CIRCUIT COURT.

CARLO ESQUEDA  
CLERK OF CIRCUIT COURT

## **PARTIES**

1. Rodney Rigsby is the Plaintiff located at 4202 East Towne Blvd, Madison, WI, Madison, WI 53704. Rodney Rigsby is the CEO of RigRad Studios & Syndication, LLC and was a co-Plaintiff in Dane County case no. 13-cv-941 and a third party Defendant in case no. 13-cv-941. Mr. Rigsby is the joint-author in the Ell Russ copyright with Andrea Russell. Mr. Rigsby also privately consulted with Ms. Russell for her ARA Design collections, LLC and her Ell Russ, LLC business.

2. Travis West is a Defendant who is employed as an attorney at Solheim, Billings & Grimmer/SBG which is located at U.S. Bank Plaza, Suite 301, One South Pinckney Street, Madison, WI 53703. Travis West was the lead attorney in case no. 13-cv-941. Travis West's practice focuses entirely on litigation and dispute resolution. Although his practice involves a substantial amount of business and commercial law, he is well versed in matters related to administrative law, employment disputes, and product liability issues. He is also experienced in intellectual property litigation involving copyright, trademarks, and trade secrets.

3. Jim Statz is a Defendant who is employed as an attorney and as the managing partner at Solheim, Billings & Grimmer/SBG which is located at U.S. Bank Plaza, Suite 301, One South Pinckney Street, Madison, WI 53703. Jim Statz was also involved in case no. 13-cv-941.

4. Solheim, Billings & Grimmer/SBG<sup>law 150</sup> is a Defendant and a law firm located at U.S. Bank Plaza, Suite 301, One South Pinckney Street, Madison, WI 53703. This law firm employs Travis West and Jim Statz and was the law firm representing Andrea Russell, ARA Design Collections, LLC and Ell Russ, LLC in Dane County case no. 13-cv-941.

5. ABC Insurance Company is an insurance company whose principal place of business and actual name is unknown at this time. ABC has in force and effect a policy of professional

liability insurance with Defendants' Attorney Travis West, Jim Statz and Solheim, Billings & Grimmer/SBG that obligates them to pay for the liability of Defendants' Attorney Travis West, Jim Statz and Solheim, Billings & Grimmer/SBG.

6. Andrea Russell is a Defendant located at 2811 Geneva Street, Racine, WI 53402-4121 and is the CEO and owner of ARA Design Collections, LLC and Ell Russ, LLC and also is a Defendant in Dane County Case no. 134-cv-941. Ms. Russell is an interior designer.

7. ARA Design Collections, LLC is a Defendant located at 2811 Geneva Street, Racine, WI 53402-4121 which is owned by Andrea Russell and is also Defendant in Dane County Case no. 134-cv-941.

8. Ell Russ, LLC is a Defendant located at 2811 Geneva Street, Racine, WI 53402-4121 which is owned by Andrea Russell and is also Defendant in Dane County Case no. 134-cv-941.

9. ABC Insurance Company for ARA Design Collections, LLC whose principal place of business and actual name is unknown at this time. ABC has in force and effect a policy of professional liability insurance with Defendants' Andrea Russell and ARA Design Collections, LLC that obligates them to pay for the liability of Andrea Russell and ARA Design Collections, LLC.

10. ABC Insurance Company for Ell Russ, LLC whose principal place of business and actual name is unknown at this time. ABC has in force and effect a policy of professional liability insurance with Defendants' Andrea Russell and Ell Russ, LLC that obligates them to pay for the liability of Andrea Russell and Ell Russ, LLC.

11. This court is the proper court in which to bring this action because Plaintiff sustained injury within its jurisdiction, events giving rise to this action occurred here, with all Defendants' located here.

## CAUSE OF ACTION

1. Paragraphs 1 through 11 are incorporated by reference.

2. Plaintiff Catherine Conrad filed a small claims suit in Dane County on 1-31-13 case no.2013sc1232 against

Andrea Russell, ARA Design Collections, LLC and Ell Russ, LLC and then amended Rodney Rigsby for claims against these Defendants' for breach of contract for cancelled consulting sessions for \$4000 and for \$2000 for these Defendants' to resolve their issues regarding the Ell Russ, LLC copyright. Ms. Russell wanted all the ownership rights to this copyright but refused to pay Conrad and Rigsby for their ideas. Ms. Russell is the one who wanted to end this relationship.

3. Ms. Russell hired Travis West from Solheim, Billings and Grimmer to represent her. Travis West filed a cross claims large claims suit case no. 13-cv-941 adding Rodney Rigsby and his business RigRad Studios & Syndication, LLC as third party Defendants' with state claims of theft, and conversion to name a few. Travis West and his firm had a duty to resolve Ms. Russell's and Plaintiff's copyright issues per Seltrecht V. Bremmer case law where the subsequent attorney is responsible to cure the previous attorney's mistakes. This case was always about the Seltrecht issues on not about theft since attorney West had all copyright content files in his possession at all times since the beginning of litigation. Ms. Russell had an intellectual property attorney before Travis West (Ariana Voight with Michael Best) as Rodney Rigsby made sure during his consulting with Ms. Russell and her businesses had a reputable intellectual law firm to go to in case she had problems. Travis West ignored "curing" Ms. Russell's issues with Plaintiff Conrad and Rigsby and instead knowingly launched a frivolous defense and a harassment campaign to destroy Rigsby and Conrad. Travis West, Jim Statz and Solheim, Billings and Grimmer have engaged in misconduct as officers of the law continuously lying to the courts as well as violating SCR codes because they have cannot represent Ms. Russell and her two companies in the same lawsuit as it is a conflict of interest. Travis West, Jim Statz and Solheim, Billings and Grimmer have breached their

fiduciary duty to Ms. Russell and to Mr. Rigsby and Ms. Conrad as it was their job to focus on the issues Rigsby and Russell had and not serve their own interests of delaying litigation for their own fees and costs. After a year of litigation none of the parties are any farther along. Travis West, Jim Statz and Solheim, Billings and Grimmer and Ms. Russell and her two businesses have done everything to squash Rigsby and Conrad's due process rights including convincing the courts that discovery was not necessary, filing false contempt motions and refusing to settle issues.

4. All parties are jointly and severally liable.

**CLAIM ONE - VIOLATION OF WIS. STAT. 893.53**

**(ALL DEFENDANTS')**

5. Plaintiff re-alleges and incorporate in this Complaint each preceding paragraph, and further allege as follows:

6. All Defendants' violated Mr. Rigsby's character and other rights per Wis. Stat. 893.53: *"Action for injury to character or other rights. An action to recover damages for an injury to the character or rights of another, not arising on contract, shall be commenced within 6 years after the cause of action accrues, except where a different period is expressly prescribed, or be barred."* From Defendants' actions and words they have been in bad faith and malpracticed throughout case no. 13-cv-941 harassing Rigsby and Conrad injuring their character and violating their rights and due process. Defendants' never had the right to destroy Rigsby, Conrad's and their business' character, life and violate their rights for their own personal gain and interests, especially when they have had no proof to win their own case.

**CLAIM TWO - UNDER WISCONSIN STATUTES 995.50  
VIOLATION OF RIGHT OF PRIVACY  
(ALL DEFENDANTS)**

7. Plaintiff re-alleges and incorporate in this Complaint each preceding paragraph, and

further allege as follows:

8. Section 995.50(2)(a) intrusion upon the privacy of another of a nature highly offensive to a reasonable person, in a place that a reasonable person would consider private or in a matter which is actionable for trespass.

All Defendants' violated Mr. Rigsby's rights and privacy by pursuing and obtaining personal and private information in a supplemental exam that had no grounds in the first place legally to obtain. Travis West and his law firm submitted Rigsby and his business's bank statements, personal information and the exam deposition transcript on the record as an exhibit for their third false contempt motion. This transcript had trade secret and proprietary information on it.

9. Section 995.50(2)(c) Publicity given to a matter concerning the private life of another, of a kind highly offensive to a reasonable person, if the defendant has acted either unreasonably or recklessly as to whether there was a legitimate public interest in the matter involved, or with actual knowledge that none existed. All Defendants' acted with recklessly and harmed Rigsby and Conrad's reputation and violated their rights.

### **CLAIM THREE – INVASION OF PRIVACY (ALL DEFENDANTS')**

10. Plaintiff re-alleges and incorporate in this Complaint each preceding paragraph, and further allege as follows:

11. Wisconsin law recognizes Intrusion in solitude - intruding upon another's solitude or private affairs, physically or otherwise, is subject to liability if this intrusion would be considered highly offensive to a reasonable person. Travis West illegally recorded a phone call he had with Mr. Rigsby violating his rights as Travis West did not tell Mr. Rigsby he was recording him. This is memorialized in an email from Travis West admitting he illegally recorded the conversation (See Ex.

A). Pursuant to Wis. Stat. 885.365 notice must be given. Travis West, Jim Statz and Solheim, Billings & Grimmer never gave Rigsby a copy of the illegal recording per Rigsby's request so there is no verification about the content of the conversation.

12. Wisconsin law recognizes Public disclosure of private facts – if the individual publicly reveals truthful information that is not of public concern and which a reasonable person would find offensive if made public legal action may be taken, hence this lawsuit.

#### **CLAIM FOUR – BREACH OF FIDUCIARY DUTY (ALL DEFENDANTS)**

13. Plaintiff re-alleges and incorporate in this Complaint each preceding paragraph, and further allege as follows:

14. Fiduciaries can include business advisors, attorneys, guardians, estate executors, bankers, real estate agents, title companies, stock brokers, husbands, wives, or anyone who accepts your complete confidence and trust. A fiduciary duty can be either express or implied from the specific factual situation surrounding the transaction and the relationship of the parties. An implied fiduciary relationship will lie when there is a degree of dependency on one side and an undertaking on the other side to protect and or benefit the dependent party. A fiduciary duty existed between Andrea Russell, ARA Design Collections, LLC and Ell Russ, LLC as these parties are in business together sharing joint authorship rights of the Ell Russ, LLC and breached their duty to Rigsby by not being in good faith and serving a loyalty to Mr. Rigsby as a joint author in the Ell Russ, LLC copyright to resolve their dispute. Ms. Russell wanted all the Ell Russ, LLC copyright rights from Mr. Rigsby but refused to pay him for his ideas. Ms. Russell had no ideas of her own. Mr. Rigsby is a business partner with Ms. Russell in all avenues of business compensation earned from the Ell Russ, LLC copyright also per copyright law as a joint author. Mr. Rigsby in person with Ms. Russell applied for the ell Russ, LLC copyright on September 27, 2012 to help fight Ms. Russell

if there was ever an infringement and because she did not want to pay for his ideas for the Ell Russ, LLC copyright content/ideas. You either buy someone's ideas or if there is non-payment, as the alternative make that creative person a joint author which is in this case Mr. Rigsby. Ms. Russell in this case, months after the joint copyright application in person with Rodney Rigsby and RigRad Studios & Syndication, LLC for Ell Russ, LLC changed her mind and did not want Mr. Rigsby as a business partner so wanted all his copyright rights. She refused to pay Mr. Rigsby for his ideas so when Rigsby sued her for a joint author dispute for payment of his ownership in Ell Russ she hired Travis West and Solheim, Billings & Grimmer/SBG as her counsel.

15. Travis West, Jim Statz and Solheim, Billings & Grimmer/SBG had an existing fiduciary duty to their clients to serve their needs and protect them and breached this duty by launching a frivolous defense adding Mr. Rigsby and RigRad Studios & Syndication, LLC as third party Defendants' acting in bad faith conduct and malpracticing to induce unduly burdensome delay and costs on the Plaintiff to get his sanctions and fees and continuously harassment for future work for himself. Attorney West has never had any proof for his case or disproved Mr. Rigsby did anything to harm Ms. Russell (See Ex. B). The email and attachments in Exhibit B confirm that All Defendants' at all times had in their possession all the copyright files and Rigsby and Conrad stole nothing. Mr. Rigsby was harmed by the frivolous cross claim lawsuit launched against him which damaged his reputation both personally and professionally and has wasted his time and cost him money fighting a frivolous defense.

16. All Defendants' have breached their fiduciary duties in multiple ways as supported in this complaint. At all times knew she was a joint author with Mr. Rigsby and RigRad Studios & Syndication, LLC and as joint authors it was impossible to steal anything let alone stop either joint authors for making monies. Ms. Russell with this knowledge willfully acted in breach of her fiduciary duty harming Mr. Rigsby as a business partner and joint author. To this day Ms. Russell

has not provided a Wisconsin State 1099 for Mr. Rigsby's consulting services for ARA Design Collections, LLC or for Ell Russ, LLC or reported to Mr. Rigsby per copyright law her accounting of what she made from the Ell Russ, LLC copyright.

17. Travis West and his law firm should have addressed Ms. Russell's concerns of "not getting her ARA Design Collections copyright" per her small claims answer. Her counsel should have called the US Copyright Office if there was a problem with that copyright because they are the only ones who can issue a certificate a copyright. Mr. Rigsby gave Travis West a copy of what he had received in the mail regarding the ARA Design Collections copyright application as the art was not copyrightable when he accepted personal service at the Solheim, Billings & Grimmer law. Ms. Russell, Rigsby and Conrad together in person all filed for both the ARA Design Collections and Ell Russ copyrights on September 27, 2012 at a Perkins Restaurant, the East location on Hayes Road in Madison, Wisconsin. Rigsby made sure all correspondence on both copyright application went to Ms. Russell. This is where Mr. West should have started to resolve his clients issues, not spin it that Rigsby, Conrad and their business "stole" any copyrights. It was impossible because they are all joint authors with Ms. Russell so per federal copyright law she had a right to go and make money from the copyrights so Rigsby, Conrad and their business never stopped her from doing anything.

18. All Defendants' reversed the facts and lied to the courts saying that were damages of 100% on the business RigRad Studios & Syndication n 98% and then submitted evidence for their judgment on Rigsby and Conrad's business that only proved that Rigsby was the one who received 98% of all monies Russell paid for services and not the RigRad business. Ms. Russell also received a benefit from her paid consulting sessions so there was never any damages there.

19. At all times Defendants' have had no evidence to prove their case and no evidence to disprove Rigsby, Conrad and RigRad's case. Attorney West and his law firm purport that they are intellectual property attorneys yet this counsel continuously avoided arguing all copyright issues to

keep this case in the state verses federal court. Counsel couldn't win this case and had no defense because they and their clients had copies of all copyright files at all times in their possession and since Plaintiff were joint authors with Russell there could never be any theft yet the courts sided 100% of the time with Plaintiffs' having zero wins. Therefore it was impossible for Plaintiffs' to delay anything when it was counsel who dragged out litigation for their own interests. Travis West, Jim Statz and their law firm cannot even prove that they have ever been in "good faith" for their clients.

### **CLAIM FIVE – UNJUST ENRICHMENT**

20. Plaintiff re-alleges and incorporate in this Complaint each preceding paragraph, and further allege as follows:

21. Unjust enrichment has three elements. First, the plaintiff must have provided the defendant with something of value while expecting compensation in return. Second, the defendant must have acknowledged, accepted, and benefited from whatever the plaintiff provided. Third, the plaintiff must show that it would be inequitable or unconscionable for the Defendant to enjoy the benefit of the plaintiff's actions without paying for it.

First, Rigsby, Conrad's and RigRad's provided something of value to Ms. Russell and her businesses and received compensation in return. Second Ms. Russell and her businesses acknowledged, accepted and benefitted from Plaintiffs' consulting and creative services and from the joint authorship of the Ell Russ copyright. Since Plaintiffs' expertise was creating and building brands and helping to educate clients on how to protect themselves and their intellectual properties it was only going to help Ms. Russell that they were joint authors. inequitable and unconscionable that Ms. Russell and her businesses would enjoy the benefit without paying for it. Ms. Russell was not a creative person and wanted Plaintiffs' ideas for free. It doesn't work that way in the intellectual property world for ideas. If you don't want to

pay for someone else's ideas such as in this case with the Ell Russ property than you become joint authors as the alternative. Travis West, Jim Statz and Solheim, Billings benefitted because the monies that were due to Rigsby and for their creative ideas went to them instead.

#### **PRAYER FOR RELIEF**

Wherefore, Plaintiff respectfully requests judgment against Defendants' and relief as follows:

- A. For all damages suffered by Plaintiff for unjust enrichment
- B. For all costs, disbursements, expert fees and attorney fees, available under Wis. Stat. 995.50 and Wis. Stat. 885.365 and Wis Stat. 893-53.
- C. For all costs, disbursements, expert fees and attorney fees, and all available remedies for Beach of Fiduciary duty,

Respectfully submitted,



Rodney Rigsby  
4230 East Towne Blvd., #183,  
Madison, WI 53704