

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

RODNEY RIGSBY, CATHERINE CONRAD
and QUINCY M. NERI,

Plaintiff,

v.

CHRIS MISCIK, BRUCE BERNDT, BERNDT, CPA,
MICHAEL RILEY and AXLEY BRYNELSON, LLP,

Defendants.

ORDER

14-cv-23-bbc

Pro se plaintiffs Rodney Rigsby, Catherine Conrad and Quincy Neri are proceeding on the following claims in this case: (1) defendants Axley Brynson, LLP, Michael Riley and Chris Miscik infringed plaintiffs' copyright related to litigation documents that they drafted for Miscik's state court case involving injuries he sustained in a car accident; (2) defendant Miscik breached his contract with plaintiffs by failing to pay them for their legal assistance; and (3) defendants Bruce Berndt and Berndt, CPA, breached their fiduciary duty to plaintiffs by hiding the settlement money that defendant Miscik received for his car accident. All other claims in plaintiff's complaint have been dismissed. Dkt. ##72, 103 and 156.

Defendants Axley Brynson, Riley and Miscik have filed a motion for a protective order under Fed. R. Civ. P. 26(c), which is ready for review. Dkt. #170. In their motion,

defendants ask for an order from the court stating that they need not respond to plaintiff Conrad's November 5, 2014 interrogatories and requests for production of documents. I am granting the motion because it is obvious that none of the discovery requests are relevant to the claims in this case and they are not reasonably calculated to lead to the discovery of relevant evidence. Fed. R. Civ. P. 26(b)(1).

Most of the November 5, 2014 requests relate to the question whether defendant Miscik should have gotten a larger settlement for his car accident. E.g., dkt. #172-1 ("Did Attorney Riley or anyone else at Axley Brynelson, LLP explain to you that you were entitled to policy limits? If so explain."). Although information related to the settlement that Miscik *actually* received could be relevant to plaintiffs' breach of contract claim, any information about an amount that plaintiff Conrad believes that Miscik *should have* received has nothing to do with any of the claims in this case. This is because plaintiffs' breach of contract claim is that Miscik failed to share his settlement with them as he allegedly promised; plaintiffs have not alleged that Miscik ever promised to obtain a settlement of a particular amount or to take any particular actions in an attempt to obtain a larger settlement. To the extent Conrad is trying to determine whether defendants or Miscik's insurers somehow violated Miscik's rights in the context of settlement negotiations, I have explained to plaintiffs multiple times throughout this case that they do not have standing to assert Miscik's rights.

The remaining requests relate to the representation of defendant Miscik by the other defendants in the state court case. Id. ("Did attorney Riley explain any conflict of interest Axley Brynelson, LLP had with your Case? If so explain how."). Again, I see no relevance

that those issues have with respect to plaintiffs' claims in this case.

In her opposition brief, plaintiff Conrad does not explain how any of the information she is seeking relates to plaintiffs' claims. Instead, she says that she is "ask[ing] basic questions of any personal injury case." Dkt. #173 at 1. The obvious problem with this argument is that plaintiffs are not litigating a personal injury case on behalf of Miscik.

Plaintiffs must accept the limited scope of their case. If they believe that the court erred in dismissing any of their claims, they are free to raise those arguments on appeal. However, if plaintiffs continue to attempt to broaden their claims beyond the three identified in this order, I will not hesitate to consider appropriate sanctions requested by defendants. Particularly in light of the harsh language used by the court of appeals in Conrad v. AM Community Credit Union, 750 F.3d 634, 638 (7th Cir. 2014), plaintiff Conrad should consider carefully whether the arguments she is making have any legal merit and are consistent with the orders of this court.

ORDER

IT IS ORDERED that the motion for a protective order filed by defendants Axley Brynselson, LLP, Michael Riley and Chris Miscik, dkt. #175, is GRANTED. Defendants

may disregard plaintiff Catherine Conrad's November 5, 2014 discovery requests.

Entered this 29th day of December, 2014.

BY THE COURT:

/s/

BARBARA B. CRABB

District Judge