

FILED  
06-09-2023  
Anna Maria Hodges  
Clerk of Circuit Court  
2023CV004291  
Honorable Kristy Yang-47  
Branch 47

STATE OF WISCONSIN : CIRCUIT COURT : MILWAUKEE

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REBECCA RODRIGUEZ

[REDACTED]  
Kenosha, WI [REDACTED]

Case No. \_\_\_\_\_  
Case Code: 30107

Plaintiff,

v.

AURORA HEALTH CARE, INC.  
750 W. Virginia Street  
Milwaukee, WI 53204

ALEXANDRA K. SMATHERS

[REDACTED]  
Kenosha, WI [REDACTED]

DEANNA GRUNDL

[REDACTED]  
Kiel, WI 53042

COUNTY OF KENOSHA  
1010 56th Street  
Kenosha, WI 53140

STATE OF WISCONSIN  
17 West Main Street  
Madison, WI 53703

JANE DOES, 1-10  
*Fictitious individuals*

Defendants.

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**SUMMONS**

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**THE STATE OF WISCONSIN**

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within (45) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes.

The answer must be sent or delivered to the **Clerk** for the **CIRCUIT COURT OF MILWAUKEE COUNTY, WI**, whose address is **901 N. 9TH STREET, MILWAUKEE, WI 53233**; and, to **JAMES M. PAYNE, R.F. Wittmeyer, Ltd.**, Plaintiff's attorneys, whose address is **520 58th Street, Suite 101, Kenosha, WI 53140**. You may have an attorney help or represent you.

If you do not provide a proper answer within (45) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint.

A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated in Kenosha, Wisconsin, this 9th day of June, 2023.

**R.F. WITTMAYER, LTD.**

*Attorneys for Plaintiff Rebecca Rodriguez*

*Electronically signed by James M. Payne*

BY:

\_\_\_\_\_  
James M. Payne  
State Bar No. 1105889  
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REBECCA RODRIGUEZ  
3517 29th Street  
Kenosha, WI 53144

Case No. \_\_\_\_\_  
Case Code: 30107

Plaintiff,

v.

AURORA HEALTH CARE, INC.  
750 W. Virginia Street  
Milwaukee, WI 53204

ALEXANDRA K. SMATHERS  
15005 73rd Street  
Kenosha, WI 53142

DEANNA GRUNDL  
13507 S. 67  
Kiel, WI 53042

COUNTY OF KENOSHA  
1010 56th Street  
Kenosha, WI 53140

STATE OF WISCONSIN  
17 West Main Street  
Madison, WI 53703

JANE DOES, 1-10  
*Fictitious individuals*

Defendants.

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**COMPLAINT**

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NOW COMES Plaintiff, Rebecca Rodriguez, by and through her counsel, R. F. WITTMAYER, LTD., James M. Payne, and as for her Complaint states as follows:

## INTRODUCTION

1. This is a civil action seeking monetary damages against Defendants for multiple tortious acts and contractual breaches against Plaintiff.

## PARTIES

2. Plaintiff, Rebecca Rodriguez, is an adult resident of the State of Wisconsin who resides at the address stated in the caption.
3. Defendant, Aurora Health Care, Inc. (“Aurora”), is a domestic non-stock corporation with a principal office of 750 West Virginia Street in Milwaukee, Wisconsin, and an address for its registered agent in the State of Wisconsin of CT Corporation System, 301. S. Bedford Street, Suite 1, Madison, WI 53703.
4. Defendant, Alexandra K. Smathers (“Smathers”), is an adult resident of the State of Wisconsin with a residential address as stated in the caption. Except where otherwise pled, at all times relevant, Smathers was an agent of the County of Kenosha and State of Wisconsin.
5. Defendant, Deanna Grundl (“Grundl”), is an adult resident of the State of Wisconsin with a residential address as stated in the caption.
6. Defendant, County of Kenosha, is subdivision of the State of Wisconsin with an address for its County Clerk as stated in the caption.
7. Defendant, State of Wisconsin, represents the citizens of Wisconsin with an address for its attorney general’s office as stated in the caption.
8. Defendant, JANE DOES, are fictitious individuals residing in or outside the State of Wisconsin. Upon information and belief, one or more JANE DOES engaged in conduct regarding the allegations below including, but not limited to, republication

or transmission of defamatory statements and may be liable for such conduct as pled herein.

### **VENUE**

9. Venue is appropriate under Wis. Stat. § 801.50(2)(c) as one or more defendants reside or do substantial business in Milwaukee County.

### **FACTS COMMON TO ALL COUNTS**

10. Plaintiff incorporates all paragraphs as if set forth herein at length.
11. Ms. Rodriguez is a Registered Nurse and Sexual Assault Nurse Examiner (abbreviated, SANE).
12. Ms. Rodriguez obtained her license as a Registered Nurse in the State of Wisconsin on March 8, 2006, holding license number 153397-30.
13. Nursing licensure information in the State of Wisconsin is publicly available and can be searched and viewed online at [licensesearch.wi.gov](https://licensesearch.wi.gov).
14. Ms. Rodriguez likewise holds a certification as a Sexual Assault Nurse Examiner from the Commission of Forensic Nursing (IAFN Certified Nurses).
15. Ms. Rodriguez works in the field of Forensic Nursing. Forensic nurses work with crime victims to gather medical evidence and provide expert testimony in court.
16. SANE nursing is a limited field of work. Only a few positions are available in any given geographic area and openings for new positions occur infrequently.
17. During the relevant periods, Ms. Rodriguez was employed by Defendant Aurora at its Kenosha-area locations to as a forensic nurse, specifically a SANE nurse.
18. Prior to the subject incident, Ms. Rodriguez held the position of Forensic Program Nursing Supervisor with Aurora and her salary was \$106,500 per annum.

19. Ms. Rodriguez worked for Aurora from March 2009 until May 9, 2022 without any negative disciplinary record. She obtained favorable reviews and work performance evaluations. Ms. Rodriguez was and is well known in the community for her work as a SANE nurse including news articles describing her work. Ms. Rodriguez has received awards for her work in Forensic Nursing.
20. On or about May 9, 2022, Defendant, Alexandra K. Smathers, an Assistant District Attorney for Kenosha County, sent an email from her work email account to Defendant, Deanna Grundl, in which Smathers made numerous false and defamatory statements towards Plaintiff. See **Exhibit A**.
21. The email was made by Smathers without knowledge of the Plaintiff and, in fact, the email begins with Smathers writing, "I should note that I have not personally worked with her" indicating her complete lack of personal knowledge regarding the subject matter of the email.
22. Smathers's email was made with malice and/or the intent to harm Ms. Rodriguez's standing with her employer through the publication of unsourced, unvetted, false allegations regarding Ms. Rodriguez's conduct and including petty false gossip and attacks regarding Ms. Rodriguez's appearance.
23. Smathers concludes the email stating that she let Heather Beasy, Victim Witness Coordinator, and Rhonda Mrnak, Victim / Witness Specialist, know of the email, but suggesting through omission that she obtained no authorization or consent from any supervisor, Deputy or the District Attorney to send the email.
24. On or about May 202, 2022, Aurora terminated Ms. Rodriguez based upon the defamatory statements of Smathers.

25. Upon information and belief, Defendant Grundl continues to work for Aurora.
26. At all relevant times, unless otherwise specifically stated herein, Grundl was acting within the course and scope of her employment and Aurora is liable for the acts and omissions of Grundl under the doctrine of *respondeat superior*.
27. At all relevant times, Aurora was undergoing a reorganization of its SANE departments throughout the State of Wisconsin, which presented opportunities for existing Aurora employees involved with SANE work to receive promotions, title changes, or otherwise improve their standing at Aurora.
28. Upon information and belief, at all times relevant, Aurora through its supervisors, employees, representatives or otherwise, did not thoroughly investigate the defamatory allegations of Smathers with individuals in leadership positions at the Kenosha County District Attorney's Office or take substantive efforts to discover whether the statements contained in Smathers's email were true.
29. Upon information and belief, Aurora's investigation into the Smathers email revealed that the allegations contained therein were false.
30. Upon information and belief, at all times relevant, Smathers and Grundl had a relationship with each other preexisting the May 9, 2022 email. Smathers and Grundl worked for many years together on the Sexual Assault Response Team and interacted with each other in Smathers's previous position at the Sheboygan County District Attorney's Office.
31. Smathers and Grundl worked in concert to harm Ms. Rodriguez.
32. At all relevant times, Grundl was openly adverse to Ms. Rodriguez, acting to harm Ms. Rodriguez's interests, and had done so at times prior to the events described

herein to detriment of Ms. Rodriguez's professional career and associated contracts and work.

**FIRST CAUSE OF ACTION: DEFAMATION**

***Defendants Smathers, Kenosha County, State of Wisconsin***

33. Plaintiff incorporates all paragraphs as if set forth herein at length.
34. On May 9, 2022, Smathers emailed Grundl regarding Plaintiff. **Exhibit A.**
35. Smathers's email contained numerous false and defamatory statements.

*Statement Number 1*

36. Smathers's email stated: "she was not a registered nurse when she began her career as a SANE Nurse and was not a registered nurse for some time. This obviously caused credibility concerns at trial."
37. This is demonstrably false. Ms. Rodriguez has been a registered nurse since 2006, license number 153397 in the State of Wisconsin, and has always operated with the correct licensure required for the medical positions she held.
38. Upon information and belief, Ms. Rodriguez has never had a case in which there were credibility concerns based on her licensing status.

*Statement Number 2*

39. Smathers's email stated: "she has a tendency to testify as an expert in areas about which our office does not believe she is qualified. For example, she lost us a sexual assault case when, on cross examination, she testified extensively about a condition in which the blood capillaries are very near the surface of the vagina and therefore cause bleeding. Therefore, despite the allegation of very forcible



rape with tears and scars in the victim's vagina, and no indication she had this condition, there was a not guilty verdict."

40. These statements are false. Upon information and belief, there is no case where Plaintiff's alleged "blood capillaries" testimony resulted in a not guilty verdict. Upon information and belief, even assuming Smathers's recollection of a blood capillaries testimony case is true, there was a guilty verdict in that case.
41. Upon information and belief, any case to which Smathers was referring involving alleged blood capillaries testimony would have occurred prior to Smathers working at the Kenosha District Attorney's Office.
42. Smathers had no direct knowledge of any case in which Plaintiff allegedly provided blood capillaries testimony resulting in a not guilty verdict.
43. Upon information and belief, despite investigation, no such case exists involving "blood capillaries" testimony as alleged by Smathers and Smathers's statements are false.

*Statement Number 3*

44. Next, Smathers wrote, "in the middle of an adult (but developmentally delayed) sexual assault trial, she instructed her SANE Nurse to inform our office that the victim in our case had been in a SANE exam previously. Our office had no knowledge of this, which caused a mistrial, Shiffra/Green issue, and then the victim died before the case could be retried. This seems like a huge HIPAA violation on the victim's part."
45. These statements are false. At no time did Ms. Rodriguez violate HIPAA or cause a HIPAA violation. Upon information and belief, Smathers has no expertise,

knowledge, nor has she practiced law involving HIPAA issues nor did she conduct any legal or factual research to determine whether such an alleged violation did occur.

46. Smathers acted recklessly, with malice, and with disregard for the truth in conveying the statement that Ms. Rodriguez violated HIPAA when she had no idea whether such a violation could occur and, in fact, appeared to be doing nothing but spreading unsourced rumors about a situation in which Smathers had no direct involvement.
47. Smathers knew or should have known that violations of HIPAA are serious allegations for any medical professional and the conveyance of her defamatory statement would have the effect of harming Ms. Rodriguez.

*Other Statements*

48. In addition to the statements above, Smathers made uninformed comments about a cross examination involving Ms. Rodriguez's Facebook activity.
49. Smathers wrongly summarized the situation and her description is false.
50. Ms. Rodriguez was Facebook friends with ADA Binger at the time when Mr. Binger was running for DA in Racine. Unbeknownst to Ms. Rodriguez, at some point that Facebook friendship was terminated. When asked about it at trial, she believed she was still Facebook friends with ADA Binger. Unless Ms. Rodriguez had reviewed all of her Facebook contacts immediately before her testimony, she would have had no way of knowing that her Facebook connection with ADA Binger had been disconnected.

51. Regardless of Smathers's incorrect description of the situation, the case involving the Facebook friends testimony, 2015CF001234, resulted in a guilty verdict and had no substantive effect on the outcome of the trial.
52. Finally, Smathers repeated malicious rumors that Ms. Rodriguez was dressed inappropriately for Court. This is false and it is evidence of the personal and non-professional intention of Smathers in defaming Ms. Rodriguez.
53. At all relevant times, Smathers's statements and communication in her email caused Plaintiff to suffer harm to her reputation, to lower her in the estimation of the community, and to deter third persons from associating or dealing with Plaintiff.
54. At all relevant times, Smathers's statements and communication in her email were made intentionally and were made with malice – implied, express, or actual. At all times Smathers was acting recklessly with an utter disregard as to the truth or falsity of the statements she communicated.
55. At all relevant times, Smathers statements and communication in her email were made without any privilege to do so or, if such privilege existed, the privilege was abused by Smathers.
56. As a direct and proximate result of Smathers's defamation, Plaintiff was fired from her job with Aurora.
57. As a direct and proximate result of Smathers's defamation, Plaintiff sustained damages including loss of wages, loss of earning capacity, and injury to her reputation, business, and professional career.

58. Plaintiff has been unable to find comparable work as a SANE nurse in Southeastern Wisconsin due to the acts of Smathers. In fact, the scarcity of SANE work means that Plaintiff will not be able to continue her career in this field without relocating outside of Southeastern Wisconsin.
59. Smathers failed to investigate the statements contained in her defamatory email, lacked personal knowledge of the information contained in the email, and made such statements she knew to be false or for which she recklessly disregarded the truth or falsity of the statements.
60. Smathers acted with deliberate indifference and reckless disregard of the truth through intentional conduct intended to hurt Plaintiff and disregard her rights and/or acted maliciously with intent to harm Plaintiff supporting punitive damages against Smathers.
61. The State of Wisconsin and County of Kenosha are liable for the acts or omissions of Smathers under the doctrine of *respondeat superior*.

**SECOND CAUSE OF ACTION: TORTIOUS INTERFERENCE WITH CONTRACT**

***All Defendants***

62. Plaintiff incorporates all paragraphs as if set forth herein at length.
63. At all relevant times, Plaintiff had a contract for employment with Aurora, as set forth orally and in writing, in which Plaintiff performed the role of Forensic Program Nursing Supervisor in exchange for a salary of \$105,000 per year and associated employee benefits.

64. At all relevant times, Grundl and Smathers acted in concert for Smathers to provide statements against Plaintiff, with the intent to interfere with Plaintiff's employment contract with Aurora.
65. Defendants' actions did, in fact, interfere with Plaintiff's contract and cause Plaintiff to be terminated from her position.
66. Smathers's actions were based on false information, made without verification, research, or firsthand knowledge with the intent to deprive Ms. Rodriguez of her position with Aurora, to the benefit of Grundl.
67. Plaintiff sustained damages as a result of the Defendants' conduct including pecuniary loss, consequential damages, and emotional distress.
68. The State of Wisconsin and County of Kenosha are liable for the acts or omissions of Smathers under the doctrine of *respondeat superior*.
69. Aurora is liable for the acts or omissions of Grundl under the doctrine of *respondeat superior*.

### **THIRD CAUSE OF ACTION: CIVIL CONSPIRACY**

#### ***All Defendants***

70. Plaintiff incorporates all paragraphs as if set forth herein at length.
71. At all relevant times, Grundl solicited Smathers to publish the statements contained in her defamatory email including by direct text message communication from Grundl to Smathers on May 9, 2022.
72. Upon receiving Smathers's defamatory email, Grundl text messaged Smathers "This [the email] was very helpful in fixing this problem." This problem ostensibly meaning Ms. Rodriguez and her employment with Aurora.

73. Upon information and belief, Smathers and Grundl have a preexisting relationship dating back to Smathers's time at the District Attorney's office in Sheboygan.
74. Grundl and Smathers conspired to use unlawful means including but not limited to defamation to accomplish the purpose of harming Ms. Rodriguez
75. Smathers and Grundl acted with malicious intent to harm Plaintiff's reputation and deprive her of gainful employment.
76. Smathers and Grundl knew that the statements contained in Smathers's email were false or were otherwise utterly reckless in investigating the truth or falsity of such statements.
77. Plaintiff sustained damages as a result of the Defendants' conduct including economic losses, loss of earning capacity, professional and reputational damage, and emotional distress.
78. Smathers and Grundl acted with deliberate indifference and reckless disregard of the truth through intentional conduct intended to hurt Plaintiff and disregard her rights and/or acted maliciously with intent to harm Plaintiff supporting punitive damages against the Defendants.
79. The State of Wisconsin and County of Kenosha are liable for the acts or omissions of Smathers under the doctrine of *respondeat superior*.
80. Aurora is liable for the acts or omissions of Grundl under the doctrine of *respondeat superior*.

**FOURTH CAUSE OF ACTION: INJURY TO BUSINESS (WIS. STAT. § 134.01)**

***All Defendants***

81. Plaintiff incorporates all paragraphs as if set forth herein at length.

82. Upon information and belief, at all relevant times, Smathers and Grundl had a preexisting relationship and had such a relationship dating back years.
83. Upon information and belief, at all relevant times, Smathers and Grundl acted in concert to maliciously harm Plaintiff for personal reasons and for the anticipated benefit to Grundl.
84. Smathers and Grundl acted with the intent to harm Plaintiff's professional reputation with her employer, to impair Plaintiff's relationship with her employer, and to cause the employer to terminate Plaintiff.
85. The conduct of Smathers and Grundl did directly and proximately cause Aurora to terminate Plaintiff's employment causing Plaintiff substantial financial injury.
86. As a result of Smathers and Grundl's conduct, Plaintiff sustained damages including loss of wages, loss of earning capacity, and suffered injury to her reputation, business, and professional career.
87. Smathers and Grundl acted with deliberate indifference and reckless disregard of the truth through intentional conduct intended to hurt Plaintiff and disregard her rights and/or acted maliciously with intent to harm Plaintiff supporting punitive damages against the Defendants.
88. The State of Wisconsin and County of Kenosha are liable for the acts or omissions of Smathers under the doctrine of *respondeat superior*.
89. Aurora is liable for the acts or omissions of Grundl under the doctrine of *respondeat superior*.

**FIFTH CAUSE OF ACTION: BREACH OF CONTRACT – IMPLIED DUTY OF GOOD****FAITH AND FAIR DEALING*****Defendant Aurora***

90. Plaintiff incorporates all paragraphs as if set forth herein at length.
91. At all times relevant, Plaintiff had a contract of employment with Aurora by which Plaintiff would work for Aurora as a Forensic Program Nursing Supervisor in exchange for a salary, benefits, and all other terms of her employment as set forth in the applicable company handbook, policies and procedures, and associated manuals.
92. Plaintiff and Aurora had at all times a duty under Wisconsin law to act in good faith towards the other party and deal fairly with that party when performing the contract.
93. In breach thereof, Aurora failed to act in good faith for among other acts and omissions:
- a. Failed to thoroughly investigate the defamatory allegations of Smathers which would have revealed that such allegations had no basis in fact;
  - b. Failed to properly investigate and review the motivations behind the Smathers defamatory email and the consider reasonable alternatives;
  - c. Failed to take corrective action against the appropriate person(s) for the Smathers defamatory email; and
  - d. Terminated Ms. Rodriguez's employment in bad faith on the basis of such defamatory allegations which were revealed to be false.



94. As a direct and proximate result of Aurora's breach of contract, Aurora terminated Ms. Rodriguez's employment.
95. Ms. Rodriguez has sustained damages as a result of the breach including but not limited to compensatory, incidental, and consequential damages.

**SIXTH CAUSE OF ACTION: ALTERNATE PLEADING – INDIVIDUAL LIABILITY OF SMATHERS**

***Defendant Smathers***

96. Plaintiff incorporates all paragraphs as if set forth herein at length.
97. In the alternative, upon information and belief, at all times relevant, Defendant Smathers was acting outside the course and scope of her employment as an Assistant District Attorney for the County of Kenosha.
98. Plaintiff repeats all allegations contained in causes of action one (1) through four (4) and restates such allegations against Defendant Smathers in her individual capacity under alternate pleading.
99. Upon information and belief, at all times relevant, Defendant Smathers was acting outside the scope of her employment and therefore is individually liable to Plaintiff under causes of action one (1) through four (4) for the damages as stated therein.

**SEVENTH CAUSE OF ACTION: DEFAMATION – REPUBLICATION**

***Defendant Jane Does***

100. Plaintiff incorporates all paragraphs as if set forth herein at length
101. Upon information and belief, certain unidentified individuals, JANE DOES, did obtain or otherwise receive Smathers's defamatory email. **Exhibit A.**

102. Upon information and belief, certain unidentified individuals, JANE DOES, did forward or republish the email, with or without modification, causing the defamatory material to spread through the community.
103. As a direct and proximate result of Smathers's defamation, and through republication, Plaintiff sustained damages including loss of wages, loss of earning capacity, and suffered injury to her reputation, business, and professional career.
104. As a direct and proximate result of Smathers's defamation, and through republication, Plaintiff was fired from her job with Aurora.
105. JANE DOES are liable for the defamation of Smathers through their republication and for said damages as pled herein.

**RELIEF**

WHEREFORE, Plaintiff Rebecca Rodriguez demands judgment against the Defendants Smathers, Grundl, Aurora, County of Kenosha, State of Wisconsin, and JANE DOES as follows:

- I. On behalf of Plaintiff, for a monetary award on all causes of action in an amount to be determined;
- II. For an award of punitive damages against the Defendants for their intentional acts;
- III. For an award of actual and statutory attorney's fees, costs, pre- and post judgment interest, and disbursements; and
- IV. For all other relief the Court finds just and equitable.

**TRIAL BY JURY OF TWELVE (12) IS HEREBY DEMANDED**

Dated in Kenosha, Wisconsin, this 9th day of June, 2023.

**R.F. WITTMAYER, LTD.**

*Attorneys for Plaintiff Rebecca Rodriguez*

*Electronically signed by James M. Payne*

BY:

\_\_\_\_\_  
James M. Payne

State Bar No. 1105889

[JMP@InjuryLawAttys.com](mailto:JMP@InjuryLawAttys.com)

**Mailing Address**

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Kenosha, WI 53140

(847) 357-0403

(847) 357-0417 (facsimile)

# EXHIBIT A

Kenosha County Eye

**Smathers, Alexandra**

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**From:** Smathers, Alexandra  
**Sent:** Monday, May 9, 2022 4:53 PM  
**To:** deanna.grundl@aah.org  
**Subject:** Rebecca Rodriguez

Good afternoon,

Since I transferred to Kenosha County, I have learned of some issues our office has had working with Ms. Rodriguez. I should note that I have not personally worked with her, but this is information I have learned from our head victim witness coordinator Heather Beasy, my victim witness coordinator Rhonda Mrnak, and attorneys who have worked with her in the past, including ADAs James Kraus and Thomas Binger.

First, it is my understanding she was not a registered nurse when she began her career as a SANE Nurse and was not a registered nurse for some time. This obviously caused credibility concerns at trial.

Second, she has a tendency to testify as an expert in areas about which our office does not believe she is qualified. For example, she lost us a sexual assault case when, on cross examination, she testified extensively about a condition in which the blood capillaries are very near the surface of the vagina and therefore causes bleeding easily. Therefore, despite the allegation of very forcible rape with tears and scars in the victim's vagina, and no indication she had this condition, there was a not guilty verdict.

Third, just last week, she was cross examined at trial about a public Facebook post she made while on jury duty, indicating that she did not think she would be chosen for the Kyle Rittenhouse case because she is friends with many people in the DA's Office. During her cross examination, she clarified that she meant Facebook friends, not friends in real life, and said that she is Facebook friends with the ADA (although she was not).

Fourth, in the middle of an adult (but developmentally delayed) sexual assault trial, she instructed her SANE Nurse to inform our office that the victim in our case had been in for a SANE exam previously. Our office had no knowledge of this, which caused a mistrial, Shiffra/Green issue, and then the victim died before the case could be retried. This seems like a huge HIPA violation on the victim's part.

Finally, there has been ongoing concerns about her appearance in court. She apparently dresses inappropriately for trial, including tight fitting, low cut clothing, and lots of makeup.

I hope this information helps. If you need more details, I can get more information for you from ADAs Binger or Kraus, or you can reach out to them directly. I did let Heather Beasy and Rhonda Mrnak know that I was providing this information. Please let me know if there is anything else I can to help.

Thank you,

Alexandra K. Smathers  
Assistant District Attorney  
Kenosha County  
(262) 653-2400