

**STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL  
DISTRICT BOONE COUNTY, ILLINOIS**

**RMS INSURANCE SERVICES, INC., )  
an Illinois corporation d/b/a FLANDERS )  
INSURANCE AGENCY, INC., and )  
OWEN G. COSTANZA, an individual, )**

**Plaintiffs )**

**v. )**

**N2021L30**

**DONALD G. SATTLER, an individual, )  
MARION THORNBERRY, an individual, )  
ELISABETH M. RODGERS, an individual, and )  
CHERYL RUSSELL-SMITH, an individual, )**

**Defendants. )**

**JURY DEMAND**

**COMPLAINT AT LAW**

NOW COME the Plaintiffs, RMS Insurance Services, Inc., an Illinois corporation d/b/a, Flanders Insurance Agency, Inc., and Owen G. Costanza, an individual (hereinafter individually and collectively referred to as the "Plaintiffs"), by and through their attorneys, TIMOTHY P. DONOHUE and JOSEPH J. MADONIA & ASSOCIATES, and, complaining of the Defendants DONALD G. SATTLER, individually; MARION THORNBERRY, individually; ELISABETH M. RODGERS, individually; and CHERYL RUSSELL-SMITH, individually (hereinafter individually and collectively referred to as the "Defendants"); and state as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff Owen G. Costanza ("OWEN") resides in Boone County, Illinois.

OWEN is the former Village President of Poplar Grove, Illinois.

2. Plaintiff RMS Insurance Services, Inc., an Illinois corporation d/b/a, Flanders Insurance Agency, Inc. ("FLANDERS") is a corporation formed under the laws of the State of Illinois and domiciled in Illinois with its principal place of business located in Rockford, Winnebago County, Illinois.

3. Defendant Donald G. Sattler ("SATTLER") resides in Boone County, Illinois. SATTLER is the current Village President of Poplar Grove, Illinois and was previously terminated from the Poplar Grove Planning and Zoning Commission (the "Planning Commission") by OWEN. SATTLER has been a vocal and constant antagonist to OWEN since SATTLER's termination from the Planning Commission.

4. Defendant Marion Thornberry ("THORNBERRY") resides in Boone County, Illinois. THORNBERRY is a former employee of OWEN's at a trucking company. THORNBERRY has been a vocal and constant antagonist to OWEN since THORNBERRY's termination from the trucking company.

5. Defendant Elisabeth M. "Lisa" Rodgers ("RODGERS") resides in Boone County, Illinois. RODGERS is the owner of a weblog called "The Rhubarb Report." RODGERS has been a vocal and constant antagonist to OWEN on The Rhubarb Report. Upon information and belief, after OWEN, through one of his attorneys, made several Freedom of Information ("FOIA") requests regarding RODGERS, RODGERS discontinued The Rhubarb Report.

6. Defendant Cheryl Russell-Smith ("SMITH") resides in Boone County, Illinois. SMITH is also an Illinois attorney and a licensed insurance agent. SMITH previously made statements and circulated written material regarding OWEN that are untrue and inflammatory, and in violation of Illinois Statutes.

7. Jurisdiction is proper in this Court pursuant to 735 ILCS 5/2-209 (a) because all

Defendants are residents of this State and because the tortious acts alleged herein were committed in this State.

8. Venue is proper in this Court pursuant to 735 ILCS 5/2-101 because all Defendants reside in Boone County, Illinois and a substantial portion of the events giving rise to Plaintiffs' cause of action occurred in Boone County.

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

#### **SATTLER'S UNLAWFUL ACTS**

9. Defendant SATTLER has made statements, created and circulated written material in person and online to members of the public regarding OWEN that are untrue, deceptive, misleading and inflammatory, including, without limitation, a widely-disseminated flyer falsely attributing a "criminal record" to OWEN and falsely accusing him of fraudulent and criminal acts and being a "repeat criminal," in violation of Illinois Statutes. *See* **EXHIBIT 1 - False Flyer**, attached hereto,.

10. Upon information and belief, SATTLER is the operator and/or controller of, without limitation, the (i) Belvidere Township Watch Facebook page, (ii) Boone County Republicans For Better Government Facebook page, (iii) Boone County Conservatives Facebook page, (iv) Donald Sattler For Village President Facebook page, (v) Donald Sattler Facebook page, and (vi) the Donald Sattler YouTube channel (hereinafter individually and collectively referred to as the "Sattler-Controlled Social Media"), on all of which Sattler-Controlled Social Media SATTLER has posted statements, flyers, and/or videos regarding OWEN that are untrue and inflammatory, and in violation of Illinois Statutes.

11. SATTLER has repeatedly posted statements on third party Facebook pages regarding OWEN that are untrue, deceptive, misleading and inflammatory, and in violation of



Illinois Statutes.

12. On or about May 1, 2019, SATTLER served on the Village of Poplar Grove Planning Commission. Plaintiff OWEN, then Village President of Poplar Grove, appointed SATTLER to that position.

13. During SATTLER's tenure on the Planning Commission, SATTLER repeatedly made public comments about "hanging Democrats" and posted an actual photo from President Lincoln's assassination case which showed several people being hanged both on the SATTLER-controlled Boone County Republicans For Better Government Facebook page, and shared and posted on the SATTLER-controlled Boone County Conservatives Facebook page.

14. After repeated complaints were received by Village of Poplar Grove officials from members of the public objecting to SATTLER's offensive posts, SATTLER reacted furiously to official requests to remove said offensive posts and refused to refrain from such further action. With the advice and consent of the Village of Poplar Grove Board of Trustees, SATTLER was removed from his position on the Village Planning Commission by then-Village President OWEN.

15. Subsequent to OWEN removing SATTLER from the Board position, SATTLER filed a false police report with the Boone County Sheriff's Department claiming OWEN was threatening and harassing SATTLER. No action, however, was taken against OWEN by the authorities as the report was not factual.

16. Subsequent to SATTLER's filing of the first false police report against OWEN, and during a local election for Poplar Grove Village precinct committeeman in which SATTLER was running, OWEN supported SATTLER's opponent and SATTLER lost the election. In response, SATTLER filed a second false police report with the Boone County Sheriff's



Department against OWEN (and which false report also named SATTLER's victorious opponent and the opponent's father) falsely alleging that OWEN and the other two individuals were ballot harvesting, electioneering, and committing voter intimidation. After having the report reviewed and investigated by both the Boone County States Attorney's and Illinois Attorney General's offices, the Sheriff's department cleared OWEN and the two others of all charges alleged in SATTLER's second false report.

17. In late 2020 SATTLER ran against OWEN for Poplar Grove Village President, during which SATTLER made false statements, posts, videos, and flyers, falsely disparaging OWEN, including, without limitation, the **EXHIBIT 1 - False Flyer**, and false accusations of criminal acts and the committing of insurance fraud through FLANDERS (hereinafter, individually and collectively referred to as the "Sattler Harassment").

18. SATTLER posted such Sattler Harassment on and throughout the Sattler-Controlled Social Media.

19. SATTLER personally made false statements and publically distributed certain of the Sattler Harassment, including without limitation, the **EXHIBIT 1 - False Flyer**, to residents of the Village of Poplar Grove.

20. SATTLER publically distributed certain of the Sattler Harassment, including without limitation, the **EXHIBIT 1 - False Flyer**, throughout local businesses in Poplar Grove, personally posting copies of the **EXHIBIT 1 - False Flyer** on the doors, walls, and windows of businesses, including, without limitation, those of Plaintiffs' current and prospective clients and customers, throughout the Village.

21. Upon information and belief, SATTLER personally and through his agents, called OWEN's donors and FLANDERS clients and customers, disseminating the Sattler Harassment

and falsely accusing OWEN of corruption, criminal conduct and convictions, and insurance fraud.

22. In the summer of 2020, SATTLER aligned himself with Defendants THORNBERRY and RODGERS, and, upon information with SMITH in as late as February, 2021, and continued the constant attack on OWEN, his friends and family, FLANDERS, and Plaintiffs' customers, including, without limitation, the circulation throughout the Village of Poplar Grove and to the public at large, of certain of the Sattler Harassment, including, without limitation, the **EXHIBIT 1 - False Flyer**, as part of the campaign to harass Plaintiffs and interfere with Plaintiffs' business (hereinafter referred to as "Defendants' Campaign of Harassment Against Plaintiffs").

23. During the 2020/2021 Poplar Grove Village Presidential race, both SATTLER's and OWEN's campaign signs were removed from some residents' homes for being in the right of way by Village of Poplar Grove Code enforcement personnel. Once again, SATTLER filed a third false police report against OWEN with the Boone County Sheriff's Department, this time falsely stating OWEN used Village resources to steal SATTLER's signs, and, once again, after investigation by the authorities, no charges were filed against OWEN for such further falsely-filed frivolous SATTLER allegations.

24. After OWEN was defeated by SATTLER in the Poplar Grove Village Presidential election in April 2021, and with no connection to the campaign or election, SATTLER continued to falsely post the Sattler Harassment and accusations that OWEN was committing criminal acts and insurance fraud.

#### **THORNBERRY'S UNLAWFUL ACTS**

25. Defendant THORNBERRY has made statements and circulated written material

regarding OWEN that are untrue, deceptive, misleading and inflammatory, and in violation of Illinois Statutes, including, without limitation, the **EXHIBIT 1 - False Flyer** (the “Thornberry Harassment”).

26. THORNBERRY is the operator of the Marion L. Thornberry Facebook page, where THORNBERRY has repeatedly posted certain of the Thornberry Harassment, including statements regarding Plaintiffs that are untrue and inflammatory, and in violation of Illinois Statutes.

27. THORNBERRY has repeatedly posted certain of the Thornberry Harassment, including statements on third party Facebook pages regarding OWEN that are untrue and inflammatory, and in violation of Illinois Statutes.

28. In 2017, after OWEN defeated THORNBERRY for the officer position of Treasurer of the Boone County Republican Club, THORNBERRY started falsely representing that OWEN was corrupt and a criminal who accordingly was not eligible to hold an elected or appointed position.

29. As OWEN became more successful in both local Poplar Grove politics and with the FLANDERS insurance business, THORNBERRY became more diligent and aggressive with his false accusations and harassment against Plaintiffs.

30. THORNBERRY has repeatedly made false and inflammatory Thornberry Harassment allegations about OWEN to many local authorities, including, without limitation, the Boone County State’s Attorney, the State Representative, the State Senator, and others in attempts to have OWEN removed and banned from holding office. THORNBERRY has gone to two separate States Attorneys and the Village of Poplar Grove attorney falsely alleging that OWEN was committing crimes and should be removed from all political offices, with no charges



ever being filed and/or removal from office ever occurring after the result of investigation of such false allegations by the authorities in each and every instance.

31. Defendant THORNBERRY's flagrant Thornberry Harassment and false allegations appeared frequently and regularly on social media, where THORNBERRY falsely called OWEN a habitual criminal and accused him of insurance fraud and other criminal acts.

32. Upon information and belief, in the summer of 2020, THORNBERRY aligned himself with Defendants SATTLER and RODGERS, and as late as in February, 2021, with SMITH, and joined in the Defendants' Campaign of Harassment Against Plaintiffs, and continued the constant attack on Plaintiffs, including, without limitation, the circulation throughout the Village of Poplar Grove, online and on social media to the public at large, of the Thornberry Harassment and falsities about Plaintiffs, door to door visits with local residents, to the posting of printed materials throughout Poplar Grove, including, without limitation, the **EXHIBIT 1 - False Flyer**, as part of Defendants' Campaign of Harassment Against Plaintiffs and to interfere with Plaintiffs' business.

33. After OWEN was defeated in the Poplar Grove Village Presidential election in April 2021, and with no connection to the campaign or election, THORNBERRY continued to falsely post certain of the Thornberry Harassment, including false allegations that OWEN was being investigated and his imminent arrest was forthcoming. Defendant THORNBERRY continues to "troll" OWEN on social media pages falsely accusing Costanza of criminal acts.

#### **UNLAWFUL ACTS BY RODGERS**

34. Upon information and belief, in the summer of 2020, RODGERS joined with Defendants SATTLER and THORNBERRY, and as late as in February, 2021, with SMITH in the Defendants' Campaign of Harassment Against Plaintiffs, and continued the constant attack

on Plaintiffs, including, without limitation, the circulation throughout the Village of Poplar Grove, online and on social media to the public at large, of untrue, deceptive, and misleading falsities about Plaintiffs, including, without limitation, the **EXHIBIT 1 - False Flyer**, and the institution of a series of FOIA requests to look into OWEN's past as part of the campaign to harass Plaintiffs and interfere with Plaintiffs' business.

35. In violation of Illinois Statutes, RODGERS began to criticize and make false accusations against OWEN and FLANDERS at the time RODGERS worked for Broadmoor Agency, Inc. ("Broadmoor"), an insurance company competitor of FLANDERS, and also an agent for the Village of Poplar Grove and related local entities.

36. By spreading these false statements, RODGERS, as an employee of Broadmoor, violated the provisions of 215 ILCS 5/149, which from Ch. 73, par. 761, provides in pertinent part:

Sec. 149. Misrepresentation and defamation prohibited.

(1) No company doing business in this State, and no officer, director, agent, clerk or employee thereof, broker, or any other person...

(2) No such company or officer, director, agent, clerk or employee thereof, or broker shall make any misleading representation or comparison of companies or policies, to any person insured in any company for the purpose of inducing or tending to induce a policyholder in any company to lapse, forfeit, change or surrender his insurance, whether on a temporary or permanent plan.

(3) No such company, officer, director, agent, clerk or employee thereof, broker or other person shall make, issue or circulate or cause or knowingly permit to be made, issued or circulated any pamphlet, circular, article, literature or verbal or written statement of any kind which contains any false or malicious statement calculated to injure any company doing business in this State in its reputation or business.

(5) Any company, officer, director, agent, clerk or employee thereof, broker, or other person who violates any of the provisions of this Section, or knowingly

participates in or abets such violation, is guilty of a business offense and shall be required to pay a penalty of not less than \$200 nor more than \$10,000, to be recovered in the name of the People of the State of Illinois either by the Attorney General or by the State's Attorney of the county in which the violation occurs. The penalty so recovered shall be paid into the county treasury if recovered by the State's Attorney or into the State treasury if recovered by the Attorney General.

(Source: P.A. 93-32, eff. 7-1-03.) (215 ILCS 5/149) (from Ch. 73, par. 761).

37. In connection therewith, upon information and belief, RODGERS falsely complained to her Broadmoor employers that OWEN was using his position of power to wrongly and illegally enrich himself, including, without limitation, taking improper and illegal commissions through FLANDERS from insurance provided by Broadmoor to both a local not-for-profit food pantry, and the Capron Rescue Squad. After being told by both her former Broadmoor employer and officials of the Village that neither OWEN nor FLANDERS received any such commissions, she nevertheless continued to insist that OWEN and FLANDERS were being paid illegal and improper commissions for that business.

38. RODGERS then called the Poplar Grove Village Attorney falsely accusing OWEN of harassing her at work and trying to get her fired, demanding that OWEN be charged and disciplined for ethics violations and wrongdoing for being the agent for the food pantry and the Rescue Squad, again falsely alleging that OWEN and FLANDERS were taking improper and illegal commissions in connection therewith when she knew they were not. After investigation by the Village Attorney, however, no charges were filed or disciplinary action was taken against OWEN or FLANDERS for such false RODGERS allegations.

39. Upon information and belief, on or about June, 2021, Defendant RODGERS then, yet again, filed a false complaint against OWEN and FLANDERS with the Illinois Department of Insurance based on her allegations relating to the food pantry and Rescue Squad insurance,



which she knew were false, and which false complaint was also later dismissed by the Illinois Department of Insurance after its investigation of RODGERS' false allegations.

40. RODGERS nevertheless continued her smear campaign against Plaintiffs by regularly publishing a series of false, deceptive, misleading and inflammatory statements online about Plaintiffs in her blog, The Rhubarb Report, including, without limitation, the posting of the **EXHIBIT 1 - False Flyer** on the blog, as part of the campaign to harass OWEN and interfere with Plaintiffs' business (the "Rodgers Harassment").

41. After OWEN was defeated in the Poplar Grove Village Presidential election in April 2021, and with no connection to the campaign or election, RODGERS continued to publish and post false, deceptive, misleading and inflammatory statements about Plaintiffs in connection with the Rodgers Harassment.

#### **UNLAWFUL ACTS BY DEFENDANT SMITH**

42. Upon information and belief, as early as the summer of 2020, but no later than February of 2021, Defendant SMITH aligned herself with Defendants SATTLER, THORNBERRY, and RODGERS, joined in the Defendants' Campaign of Harassment Against Plaintiffs, and continued the attack on Plaintiffs, including, without limitation, the circulation to members of the public in the Village of Poplar Grove, including, without limitation, current and prospective clients and customers of Plaintiffs, of false, deceptive, misleading and inflammatory statements about Plaintiffs, including without limitation, the **EXHIBIT 1 - False Flyer**, as part of the Defendants' Campaign of Harassment Against Plaintiffs, and to interfere with and damage Plaintiffs' business and reputations (the "Smith Harassment").

43. On or about March 1, 2021, Defendant SMITH made oral statements and disseminated the EXHIBIT 1 - False Flyer to residents of the Village of Poplar Grove, alleging

that Plaintiffs engaged in criminal conduct.

44. These oral and written statements were false.
45. SMITH knew these statements were false when she made them.
46. The dissemination of these statements to the residents of Poplar Grove was not privileged.
47. The publication of these false statements was intended to damage Plaintiffs' business and reputations and did, in fact, damage Plaintiffs' business and reputations.
48. Plaintiffs have been damaged by the publication of these false statements.
49. By spreading these false statements, SMITH, a licensed attorney and insurance agent violated the provisions of 215 ILCS 5/149, which from Ch. 73, par. 761, provides in pertinent part:

Sec. 149. Misrepresentation and defamation prohibited.

(1) No company doing business in this State, and no officer, director, agent, clerk or employee thereof, broker, or any other person...

(2) No such company or officer, director, agent, clerk or employee thereof, or broker shall make any misleading representation or comparison of companies or policies, to any person insured in any company for the purpose of inducing or tending to induce a policyholder in any company to lapse, forfeit, change or surrender his insurance, whether on a temporary or permanent plan.

(3) No such company, officer, director, agent, clerk or employee thereof, broker or other person shall make, issue or circulate or cause or knowingly permit to be made, issued or circulated any pamphlet, circular, article, literature or verbal or written statement of any kind which contains any false or malicious statement calculated to injure any company doing business in this State in its reputation or business.

(5) Any company, officer, director, agent, clerk or employee thereof, broker, or other person who violates any of the provisions of this Section, or knowingly participates in or abets such violation, is guilty of a business offense and shall be required to pay a penalty of not less than \$200 nor more than \$10,000, to be

recovered in the name of the People of the State of Illinois either by the Attorney General or by the State's Attorney of the county in which the violation occurs. The penalty so recovered shall be paid into the county treasury if recovered by the State's Attorney or into the State treasury if recovered by the Attorney General.

(6) No company shall be held guilty of having violated any of the provisions of this Section by reason of the act of any agent, solicitor or employee, not an officer, director or department head thereof, unless an officer, director or department head of such company shall have knowingly permitted such act or shall have had prior knowledge thereof.

(Source: P.A. 93-32, eff. 7-1-03.) (215 ILCS 5/149) (from Ch. 73, par. 761).

50. As a direct and proximate result of SMITH's conduct, Plaintiffs began receiving telephone calls from local residents and Plaintiffs' current and prospective customers asking about the false allegations of criminal activity and insurance fraud investigations against Plaintiffs.

51. On one such call, OWEN was contacted by one of his FLANDERS customers on May 14th, 2021, and told that SMITH made oral statements and circulated written material to such customer and others, falsely stating it was regarding OWEN's "criminal past."

**COUNT I**  
**TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE**  
**AGAINST DEFENDANT SATTLER**

52. Plaintiffs repeat and reallege and incorporate by reference herein Paragraphs 1-51 as if fully set forth herein as Paragraph 52.

53. On or about December 1, 2020, Defendant SATTLER made oral and written false, deceptive, misleading and inflammatory statements and created and disseminated written materials that falsely impugned Plaintiffs' ability to conduct business in his chosen field, namely, insurance, including, without limitation, the **EXHIBIT 1 - False Flyer**, and, at times before and after the Sattler Harassment.



54. SATTLER personally distributed such **EXHIBIT 1 - False Flyer** materials to members of the Poplar Grove community and personally posted them at business locations throughout the community, including, without limitation, those of Plaintiffs' current and prospective clients and customers.

55. After OWEN was defeated in the Poplar Grove Village Presidential election in April 2021, and with no connection with the campaign or election, SATTLER continued to publish and disseminate the false Sattler Harassment.

56. SATTLER used, and continues to use the Sattler-Controlled Social Media to circulate the Sattler Harassment and repeatedly impugn OWEN's character in an intentional course of conduct to damage Plaintiffs' business and reputations.

57. SATTLER, as OWEN's opponent in the 2020/2021 Poplar Grove Village President's election, and former appointee on the Planning Commission, as well as a long time Boone County resident, knew of FLANDERS as well as Plaintiffs' business expectancies in the community at large.

58. Plaintiffs held reasonable expectancies of entering into valid business relationships.

59. SATTLER intentionally and without justification interfered with Plaintiffs' expectancies by knowingly disseminating false, deceptive, misleading and inflammatory statements and misinformation about Plaintiffs, including, without limitation, the Sattler Harassment, which prevented Plaintiffs' legitimate expectancies from ripening into business relationships.

60. As a result of SATTLER's actions and false statements, several prospective commercial contacts of Plaintiffs' stopped returning Plaintiffs' telephone calls and /or refused to

speaking with Plaintiffs.

61. The publication of the Sattler Harassment was intended to damage Plaintiffs' business and reputations and did in fact damage Plaintiffs' business and reputations, and Plaintiffs have suffered damage as a result of SATTLER's interference.

WHEREFORE, Plaintiffs, RMS INSURANCE SERVICES, INC., an Illinois corporation d/b/a Flanders Insurance Agency, Inc., and OWEN G. COSTANZA, pray this Honorable Court to enter judgment in Plaintiffs' favor, and against Defendant DONALD G. SATTLER in an amount to be determined at trial but in excess of \$50,000.00, together with Plaintiffs' costs of suit, pre-judgment interest, reasonable attorneys' fees, and for such other and further relief as this Honorable Court deems just and equitable.

**COUNT II**  
**TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE**  
**AGAINST DEFENDANT THORNBERRY**

62. Plaintiffs repeat and reallege and incorporate by reference herein Paragraphs 1-51 as if fully set forth herein as Paragraph 62.

63. On or about December 1, 2020, THORNBERRY a former co-worker of OWEN's, whom OWEN fired, as well as a long time Boone County resident knew of FLANDERS as well as Plaintiffs' business expectancies in the community at large.

64. Plaintiffs held reasonable expectancies of entering into valid business relationships.

65. After OWEN was defeated in the Poplar Grove Village Presidential election in April 2021, and with no connection to the campaign or election, THORNBERRY continued to make and disseminate false, deceptive, misleading and inflammatory oral and written statements about Plaintiffs, including, without limitation, publishing and posting the Thornberry

Harassment, the **EXHIBIT 1 - False Flyer**, and false allegations that OWEN was being investigated for criminal activity and that his imminent arrest was forthcoming.

66. THORNBERRY used, and continues to use social media, including, without limitation, Facebook, to repeatedly “troll” and to impugn Plaintiffs with the Thornberry Harassment and false allegations of criminal acts, in an intentional course of conduct calculated to damage and cause harm to Plaintiffs and Plaintiffs’ reputations and business, and to intentionally and without justification interfere with Plaintiffs’ expectancies, and which has in fact caused such damage and harm.

67. As a result of THORNBERRY’s false statements and actions, several prospective commercial contacts of Plaintiffs’ stopped returning Plaintiffs’ telephone calls and /or refused to speak with Plaintiffs.

68. THORNBERRY intentionally and without justification interfered with Plaintiffs’ expectancies by knowingly disseminating the false Thornberry Harassment and misinformation which prevented Plaintiffs’ legitimate expectancies from ripening into valid business relationships. The publication of these statements was intended to damage Plaintiffs’ business expectancies and did in fact damage such expectancies.

WHEREFORE, Plaintiffs, RMS INSURANCE SERVICES, INC., an Illinois corporation d/b/a Flanders Insurance Agency, Inc., and OWEN G. COSTANZA, pray this Honorable Court to enter judgment in Plaintiffs’ favor, and against Defendant MARION THORNBERRY in an amount to be determined at trial but in excess of \$50,000.00, together with Plaintiffs’ costs of suit, pre-judgment interest, reasonable attorneys’ fees, and for such other and further relief as this Honorable Court deems just and equitable.



**COUNT III**  
**TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE**  
**AGAINST DEFENDANT RODGERS**

69. Plaintiffs repeat and reallege and incorporate by reference herein Paragraphs 1-51 as if fully set forth herein as Paragraph 69.

70. On or about December 1, 2020, Defendant RODGERS, as a long-time resident of Boone County, and a former or current employee of a competing local insurance agency, knew of FLANDERS as well as Plaintiffs' business expectancies in the community at large.

71. Plaintiffs held reasonable expectancies of entering into valid business relationships.

72. After OWEN was defeated in the Poplar Grove Village Presidential election in April 2021, and with no connection to the campaign or election, RODGERS continued to make and disseminate false, deceptive, misleading and inflammatory oral and written statements and misinformation about Plaintiffs, including, but not limited to, publishing and posting the false Rodgers Harassment, which included, without limitation, the **EXHIBIT 1 - False Flyer**.

73. RODGERS used social and online media, including, without limitation, her blog, The Rhubarb Report, to repeatedly "troll" and to impugn Plaintiffs with the Rodgers Harassment and false allegations of criminal acts, in an intentional course of conduct calculated to damage and cause harm to Plaintiffs and Plaintiffs' reputations and business, and to intentionally and without justification interfere with Plaintiffs' expectancies, and which has in fact caused such damage and harm.

74. As a result of RODGERS' actions, several prospective commercial contacts of Plaintiffs' stopped returning Plaintiffs' telephone calls and /or refused to speak with Plaintiffs.

75. RODGERS intentionally and without justification interfered with Plaintiffs'

expectancies by knowingly disseminating the false Rodgers Harassment and misinformation which prevented Plaintiffs' legitimate expectancies from ripening into valid business relationships. The publication of these statements was intended to damage Plaintiffs' business expectancies and did in fact damage such expectancies.

WHEREFORE, Plaintiffs, RMS INSURANCE SERVICES, INC., an Illinois corporation d/b/a Flanders Insurance Agency, Inc., and OWEN G. COSTANZA, pray this Honorable Court to enter judgment in Plaintiffs' favor, and against Defendant ELISABETH M. RODGERS in an amount to be determined at trial but in excess of \$50,000.00, together with Plaintiffs' costs of suit, pre-judgment interest, reasonable attorneys' fees, and for such other and further relief as this Honorable Court deems just and equitable.

**COUNT IV**  
**TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE**  
**AGAINST DEFENDANT SMITH**

76. Plaintiffs repeat and reallege and incorporate by reference herein Paragraphs 1-51 as if fully set forth herein as Paragraph 76.

77. On or about February, 2021, Defendant SMITH, a long-time Boone County resident, a licensed Illinois attorney, and a licensed, competing insurance agent of Plaintiffs, knew of FLANDERS as well as Plaintiffs' business expectancies in the community at large.

78. Plaintiffs held reasonable expectancies of entering into valid business relationships.

79. On or about March 1, 2021, SMITH, intentionally and without justification disseminated and circulated the false, deceptive, misleading and inflammatory Smith Harassment, which included, without limitation, the **EXHIBIT 1 - False Flyer** and false allegations of criminal acts on the part of OWEN, to certain residents of Boone County, which

included, without limitation Plaintiffs' current and prospective clients and customers

80. SMITH, a competing insurance agent of Plaintiffs in Boone County, disseminated such false Smith Harassment in an intentional course of conduct calculated to damage and cause harm to Plaintiffs and Plaintiffs' reputations and business, and to intentionally and without justification interfere with Plaintiffs' expectancies, and which has in fact caused such damage and harm.

81. As a result of SMITH's actions, several prospective commercial contacts of Plaintiffs' stopped returning Plaintiffs' telephone calls and /or refused to speak with Plaintiffs.

82. SMITH intentionally and without justification interfered with Plaintiffs' expectancies by knowingly disseminating the Smith Harassment and misinformation which prevented Plaintiffs' legitimate expectancies from ripening into valid business relationships. The publication of these statements was intended to damage Plaintiffs' business expectancies and did in fact damage such expectancies.

WHEREFORE, Plaintiffs, RMS INSURANCE SERVICES, INC., an Illinois corporation d/b/a Flanders Insurance Agency, Inc., and OWEN G. COSTANZA, pray this Honorable Court to enter judgment in Plaintiffs' favor, and against Defendant CHERYL RUSSELL-SMITH in an amount to be determined at trial but in excess of \$50,000.00, together with Plaintiffs' costs of suit, pre-judgment interest, reasonable attorneys' fees, and for such other and further relief as this Honorable Court deems just and equitable.

**COUNT V**  
**TORTIOUS INTERFERENCE WITH CONTRACT**  
**AGAINST DEFENDANT SATTLER**

83. Plaintiffs repeat and reallege and incorporate by reference herein Paragraphs 1-51 as if fully set forth herein as Paragraph 83.



84. On or about December 1, 2020, Defendant SATTLER made false, deceptive, misleading and inflammatory oral and written statements and created and disseminated written materials that falsely impugned Plaintiffs' ability to conduct business in his chosen field, namely, insurance, including, without limitation, the **EXHIBIT 1 - False Flyer**, and, at times before and after the Sattler Harassment, to residents of the local community, including, without limitation, certain of Plaintiffs' current and prospective customers, including, without limitation, the owner of the Pumilia Dental Group of Rockford, Illinois ("Pumilia").

85. SATTLER personally disseminated such false Sattler Harassment to such members of the local community, and, without limitation, personally posted the **EXHIBIT 1 - False Flyer** at business locations throughout the community, including, without limitation, those of Plaintiffs' current and prospective clients and customers.

86. After OWEN was defeated in the Poplar Grove Village Presidential election in April 2021, and with no connection with the campaign or election, SATTLER continued to publish and disseminate the false Sattler Harassment.

87. SATTLER used, and continues to use the Sattler-Controlled Social Media and false Sattler Harassment to repeatedly impugn OWEN's character in an intentional course of conduct to damage Plaintiffs' business and reputations.

88. Plaintiffs had entered into and held valid and enforceable contracts with various third party residents and businesses in the community at large in connection with Plaintiffs' insurance business, including, without limitation, Pumilia.

89. SATTLER, OWEN's opponent in the 2020/2021 Poplar Grove Village President's election, a former appointee on the Planning Commission, and a long-time community resident, knew of Plaintiffs' valid and enforceable contracts with various third party

residents and businesses in the community at large, including, without limitation, Plaintiffs' Pumilia contract.

90. SATTLER's publication of the false Sattler Harassment was intended to disrupt and interfere with Plaintiffs' contracts, including, without limitation, the Pumilia contract.

91. SATTLER intentionally and unjustifiably induced certain third parties, including, without limitation, Pamilia, to breach their contracts with Plaintiffs.

92. Upon information and belief, SATTLER's wrongful conduct caused certain third parties, including, without limitation, Pamilia, to breach their contracts with Plaintiffs.

93. Certain third parties, including, without limitation, Pumilia, had been under contract with Plaintiffs for over nine (9) years, cancelled such contracts and/or discontinued their business with Plaintiffs and refused to further speak with Plaintiffs after Defendant SATTLER's actions.

94. Plaintiffs suffered damages as a result of the cancellations and/or discontinuances of such contracts.

WHEREFORE, Plaintiffs, RMS INSURANCE SERVICES, INC., an Illinois corporation d/b/a Flanders Insurance Agency, Inc., and OWEN G. COSTANZA, pray this Honorable Court to enter judgment in Plaintiffs' favor, and against Defendant DONALD G. SATTLER in an amount to be determined at trial but in excess of \$50,000.00, together with Plaintiffs' costs of suit, pre-judgment interest, reasonable attorneys' fees, and for such other and further relief as this Honorable Court deems just and equitable.

**COUNT VI**  
**TORTIOUS INTERFERENCE WITH CONTRACT**  
**AGAINST DEFENDANT THORNBERRY**

95. Plaintiffs repeat and reallege and incorporate by reference herein Paragraphs 1-51 as if fully set forth herein as Paragraph 95.

96. On or about December 1, 2020, Defendant THORNBERRY made false, deceptive, misleading and inflammatory oral and written statements and created and disseminated written materials that falsely impugned Plaintiffs' ability to conduct business in his chosen field, namely, insurance, including, without limitation, the Thornberry Harassment which included the **EXHIBIT 1 - False Flyer**, to residents of the local community, including, without limitation, certain of Plaintiffs' current and prospective customers, including, without limitation the owner of the Pumilia Dental Group of Rockford, Illinois ("Pumilia").

97. After OWEN was defeated in the Poplar Grove Village Presidential election in April 2021, and with no connection to the campaign or election, THORNBERRY continued to make and disseminate the false Thornberry Harassment, the **EXHIBIT 1 - False Flyer**, and false allegations that OWEN was being investigated for criminal activity and that his imminent arrest was forthcoming.

98. THORNBERRY used, and continues to use social media, including, without limitation, Facebook, to repeatedly "troll" and to impugn Plaintiffs with the false Thornberry Harassment and false allegations of criminal acts, in an intentional course of conduct calculated to damage and cause harm to Plaintiffs and Plaintiffs' reputations and business, and to intentionally and without justification interfere with Plaintiffs' valid and enforceable third party contracts, and which has in fact caused such damage and harm and has induced or caused a cancellation and/or discontinuance of such contracts.

99. Plaintiffs had entered into and held valid and enforceable contracts with various third party residents and businesses in the community at large in connection with Plaintiffs'



insurance business, including, without limitation, Pumilia.

100. THORNBERRY a former co-worker of OWEN's, whom OWEN fired, and a long-time community resident, knew of Plaintiffs' valid and enforceable contracts with various third party residents and businesses in the community at large, including, without limitation, Plaintiffs' Pumilia contract.

101. THORNBERRY's publication of the false Thornberry Harassment was intended to disrupt and interfere with Plaintiffs' contracts, including, without limitation, the Pumilia contract.

102. THORNBERRY intentionally and unjustifiably induced certain third parties, including, without limitation, Pamilia, to breach their contracts with Plaintiffs.

103. Upon information and belief, THORNBERRY's wrongful conduct caused certain third parties, including, without limitation, Pamilia, to breach their contracts with Plaintiffs.

104. Certain third parties, including, without limitation, Pumilia which had been under contract with Plaintiffs for over nine (9) years, cancelled such contracts and/or discontinued their business with Plaintiffs and refused to further speak with Plaintiffs after Defendant THORNBERRY's actions.

105. Plaintiffs suffered damages as a result of the cancellations and/or discontinuances of such contracts.

WHEREFORE, Plaintiffs, RMS INSURANCE SERVICES, INC., an Illinois corporation d/b/a Flanders Insurance Agency, Inc., and OWEN G. COSTANZA, pray this Honorable Court to enter judgment in Plaintiffs' favor, and against Defendant MARION THORNBERRY in an amount to be determined at trial but in excess of \$50,000.00, together with Plaintiffs' costs of suit, pre-judgment interest, reasonable attorneys' fees, and for such other and further relief as this

Honorable Court deems just and equitable.

**COUNT VII**  
**TORTIOUS INTERFERENCE WITH CONTRACT**  
**AGAINST DEFENDANT RODGERS**

106. Plaintiffs repeat and reallege and incorporate by reference herein Paragraphs 1-51 as if fully set forth herein as Paragraph 106.

107. On or about December 1, 2020, Defendant RODGERS made false, deceptive, misleading and inflammatory oral and written statements and created and disseminated written materials that falsely impugned Plaintiffs' ability to conduct business in his chosen field, namely, insurance, including, without limitation, the Rodgers Harassment which included the **EXHIBIT 1 - False Flyer**, to residents of the local community, including, without limitation, certain of Plaintiffs' current and prospective customers, including, without limitation the owner of the Pumilia Dental Group of Rockford, Illinois ("Pumilia").

108. After OWEN was defeated in the Poplar Grove Village Presidential election in April 2021, and with no connection to the campaign or election, RODGERS continued to make and disseminate false oral and written statements about Plaintiffs, including, but not limited to publishing and posting the false Rodgers Harassment, which included, without limitation, the **EXHIBIT 1 - False Flyer**.

109. RODGERS used social and online media, including, without limitation, her blog, The Rhubarb Report, to repeatedly "troll" and to impugn Plaintiffs with the Rodgers Harassment and false allegations of criminal acts, in an intentional course of conduct calculated to damage and cause harm to Plaintiffs and Plaintiffs' reputations and business, and to intentionally and without justification interfere with Plaintiffs' valid and enforceable third party contracts, and which has in fact caused such damage and harm and has induced or caused a cancellation and/or

discontinuance of such contracts.

110. Plaintiffs had entered into and held valid and enforceable contracts with various third party residents and businesses in the community at large in connection with Plaintiffs' insurance business, including, without limitation, Pumilia.

111. RODGERS, a long-time community resident, and a former or current employee of a competing local insurance agency, knew of Plaintiffs' valid and enforceable contracts with various third party residents and businesses in the community at large, including, without limitation, Plaintiffs' Pumilia contract.

112. RODGERS' publication of the false Rodgers Harassment was intended to disrupt and interfere with Plaintiffs' contracts, including, without limitation, the Pumilia contract.

113. RODGERS intentionally and unjustifiably induced certain third parties, including, without limitation, Pamilia, to breach their contracts with Plaintiffs.

114. Upon information and belief, RODGERS' wrongful conduct caused certain third parties, including, without limitation, Pamilia, to breach their contracts with Plaintiffs.

115. Certain third parties, including, without limitation, Pumilia which had been under contract with Plaintiffs for over nine (9) years, cancelled such contracts and/or discontinued their business with Plaintiffs and refused to further speak with Plaintiffs after Defendant RODGERS' actions.

116. Plaintiffs suffered damages as a result of the cancellations and/or discontinuances of such contracts.

WHEREFORE, Plaintiffs, RMS INSURANCE SERVICES, INC., an Illinois corporation d/b/a Flanders Insurance Agency, Inc., and OWEN G. COSTANZA, pray this Honorable Court to enter judgment in Plaintiffs' favor, and against Defendant ELISABETH M. RODGERS in an



amount to be determined at trial but in excess of \$50,000.00, together with Plaintiffs' costs of suit, pre-judgment interest, reasonable attorneys' fees, and for such other and further relief as this Honorable Court deems just and equitable.

**COUNT VIII**  
**TORTIOUS INTERFERENCE WITH CONTRACT**  
**AGAINST DEFENDANT SMITH**

117. Plaintiffs repeat and reallege and incorporate by reference herein Paragraphs 1-51 as if fully set forth herein as Paragraph 117.

118. On or about March 1, 2021, Defendant SMITH made false, deceptive, misleading and inflammatory oral statements and disseminated written materials that falsely impugned Plaintiffs' ability to conduct business in his chosen field, namely, insurance, including, without limitation, the Smith Harassment which included the **EXHIBIT 1 - False Flyer**, to residents of the local community, including, without limitation, certain of Plaintiffs' current and prospective customers.

119. Plaintiffs had entered into and held valid and enforceable contracts with various third party residents and businesses in the community at large in connection with Plaintiffs' insurance business, including, without limitation, Pumilia.

120. SMITH, a long-time community resident, and a competing insurance agent of Plaintiffs in the local community, knew of Plaintiffs' valid and enforceable contracts with various third party residents and businesses in the community at large, including, upon information and belief, and without limitation, Plaintiffs' Pumilia contract.

121. SMITH's publication of the false Rodgers Harassment was intended to disrupt and interfere with Plaintiffs' contracts including, upon information and belief, and without limitation, the Pumilia contract.

122. SMITH intentionally and unjustifiably induced certain third parties, including, upon information and belief, and without limitation, Pamilia, to breach their contracts with Plaintiffs.

123. Upon information and belief, SMITH's wrongful conduct caused certain third parties, including, upon information and belief, and without limitation, Pamilia, to breach their contracts with Plaintiffs.

124. Certain third parties, including, upon information and belief, and without limitation, Pumilia which had been under contract with Plaintiffs for over nine (9) years, cancelled such contracts and/or discontinued their business with Plaintiffs and refused to further speak with Plaintiffs after Defendant SMITH's actions.

125. Plaintiffs suffered damages as a result of the cancellations and/or discontinuances of such contracts.

WHEREFORE, Plaintiffs, RMS INSURANCE SERVICES, INC., an Illinois corporation d/b/a Flanders Insurance Agency, Inc., and OWEN G. COSTANZA, pray this Honorable Court to enter judgment in Plaintiffs' favor, and against Defendant CHERYL RUSSELL-SMITH in an amount to be determined at trial but in excess of \$50,000.00, together with Plaintiffs' costs of suit, pre-judgment interest, reasonable attorneys' fees, and for such other and further relief as this Honorable Court deems just and equitable.

**COUNT IX**  
**CIVIL CONSPIRACY TO TORTUOUSLY INTERFERE WITH PLAINTIFFS'**  
**CONTRACTS WITH EXISTING CUSTOMERS, TORTUOUSLY INTERFERE WITH**  
**PLAINTIFFS' PROSPECTIVE BUSINESS ADVANTAGE, AND TO DAMAGE AND**  
**INJURE PLAINTIFFS' BUSINESS AND REPUTATIONS IN THE COMMUNITY**  
**AGAINST DEFENDANTS SATTLER, THORNBERRY, RODGERS, AND SMITH**

126. Plaintiffs repeat and reallege and incorporate by reference herein each and every

allegation set forth hereinabove as if fully set forth herein as Paragraph 126.

127. Defendants SATTLER, THORNBERRY, RODGERS and SMITH conspired with, agreed and encouraged, and combined and cooperated with each other, to engage in Defendants' Campaign of Harassment Against Plaintiffs, for the unlawful purpose of tortuously interfering with Plaintiffs' contracts with existing customers and tortuously interfering with Plaintiffs' prospective business advantage with prospective customers, by making, publishing, and disseminating false statements about Plaintiff s regarding, *inter alia*, insurance fraud, electioneering, criminal conduct, criminal convictions, and to damage and injure Plaintiffs' business and reputations in the community as referenced in Paragraph 126.

128. The false statements made by Defendants in connection with Defendants' Campaign of Harassment Against Plaintiffs referenced in Paragraph 127, were known to be false by some or all of the co-conspirators.

129. The making, publishing, and disseminating of the false statements made by Defendants in connection with Defendants' Campaign of Harassment Against Plaintiffs referenced in Paragraph 127, was done with the knowledge of some or all of the co-conspirators.

130. The object of the aforesaid false statements and Defendants' Campaign of Harassment Against Plaintiffs was done with the intent to tortuously interfere with Plaintiffs' contracts with existing customers and tortuously interfere with Plaintiffs' prospective business advantage with prospective customers, and to damage and injure Plaintiffs' business and reputations in the community.

131. All Defendants entered a meeting of the minds to tortuously interfere with Plaintiffs' contracts with existing customers and tortuously interfere with Plaintiffs' prospective business advantage with prospective customers, and to damage and injure Plaintiffs' business



and reputations in the community.

132. In order to state a claim for civil conspiracy, a plaintiff must plead a combination of two or more persons for the purpose of accomplishing by concerted action either an unlawful purpose or a lawful purpose by unlawful means.

133. As a result of Defendants' aforementioned concerted actions, a combination of two or more persons for the purpose of accomplishing by the unlawful purpose of damaging and injuring Plaintiffs' business and reputations in the community without legal justification, by the unlawful means of tortious interference with Plaintiffs' contracts with existing customers and tortious interference with Plaintiffs' prospective business advantage, and through the aforesaid concerted action, took the overt tortious and unlawful acts of tortious interference with contracts and tortious interference with prospective business advantage as stated herein to further the unlawful plan of Defendants' Campaign of Harassment Against Plaintiffs.

134. The foregoing constitutes a civil conspiracy to commit tortious interference with Plaintiffs' contracts, tortious interference with Plaintiffs' prospective business advantage, and to damage and injure Plaintiffs' business and reputations in the community, and as a proximate cause thereof, Plaintiffs have suffered damages, including, without limitation, the loss of existing customers and contracts, the loss of prospective customers and prospective business advantage, and damage and injury to Plaintiffs' business and reputations in the community.

WHEREFORE, Plaintiffs, RMS INSURANCE SERVICES, INC., an Illinois corporation d/b/a Flanders Insurance Agency, Inc., and OWEN G. COSTANZA, pray this Honorable Court to enter judgment in Plaintiffs' favor, and against Defendants DONALD G. SATTLER, MARION THORNBERRY, ELISABETH M. RODGERS, and CHERYL RUSSELL-SMITH, individually and collectively, and jointly and severally, in an amount to be determined at trial but

in excess of \$50,000.00, together with Plaintiffs' costs of suit, pre-judgment interest, reasonable attorneys' fees, and for such other and further relief as this Honorable Court deems just and equitable.

**COUNT X**  
**DEFAMATION AGAINST DEFENDANT SATTLER**

135. Plaintiff OWEN repeats and realleges and incorporates by reference herein Paragraphs 1-51 as if fully set forth herein as Paragraph 135.

136. Defendant SATTLER's oral and written statements about OWEN, including without limitation, the Sattler Harassment and the **EXHIBIT 1 - False Flyer**, accusations of fraud, and that OWEN has a criminal record and is a repeat criminal, are false, deceptive, misleading and inflammatory, and are defamation per se, and defamed OWEN.

137. By widely publishing and disseminating such false oral and written statements in person to residents and businesses throughout the community and online through the Sattler-Controlled Social Media, SATTLER published and disseminated defamatory statements about OWEN to a wide range of persons and businesses in the public.

138. SATTLER's publishing and dissemination of these false statements about OWEN was not privileged.

139. SATTLER published and disseminated the false and defamatory statements about OWEN with the knowledge that the statements were false, or with reckless disregard as to the falsity of the statements.

140. SATTLER negligently published and disseminated the false and defamatory statements about OWEN with the intent of causing OWEN to suffer damages, including, but not limited to, emotional distress and damage to his reputation.

141. SATTLER's false and defamatory statements about OWEN, did in fact damage

and injure OWEN, including, without limitation, damage and injury to OWEN's reputation.

WHEREFORE, Plaintiff OWEN G. COSTANZA, prays this Honorable Court to enter judgment in his favor, and against Defendant DONALD G. SATTLER in an amount to be determined at trial but in excess of \$50,000.00, together with Plaintiff OWEN G. COSTANZA's cost of suit, pre-judgment interest, reasonable attorneys' fees, and for such other and further relief as this Honorable Court deems just and equitable.

**COUNT XI**  
**DEFAMATION AGAINST DEFENDANT THORNBERRY**

142. Plaintiff OWEN repeats and realleges and incorporates by reference herein Paragraphs 1-51 as if fully set forth herein as Paragraph 142.

143. Defendant THORNBERRY's oral and written statements about OWEN, including without limitation, the Thornberry Harassment and the **EXHIBIT 1 - False Flyer**, accusations of fraud, that OWEN has a criminal record and is a repeat criminal, and that OWEN was being investigated for criminal activity and that his imminent arrest was forthcoming, are false, deceptive, misleading and inflammatory, and are defamation per se, and defamed OWEN.

144. By widely publishing and disseminating such false oral and written statements in person to residents and businesses throughout the community and online, including, without limitation, through Facebook, THORNBERRY published and disseminated defamatory statements about OWEN to a wide range of persons and businesses in the public.

145. THORNBERRY's publishing and dissemination of these false statements about OWEN was not privileged.

146. THORNBERRY published and disseminated the false and defamatory statements about OWEN with the knowledge that the statements were false, or with reckless disregard as to the falsity of the statements.



147. THORNBERRY negligently published and disseminated the false and defamatory statements about OWEN with the intent of causing OWEN to suffer damages, including, but not limited to, emotional distress and damage to his reputation.

148. THORNBERRY's false and defamatory statements about OWEN, did in fact damage and injure OWEN, including, without limitation, damage and injury to OWEN's reputation.

WHEREFORE, Plaintiff OWEN G. COSTANZA, prays this Honorable Court to enter judgment in his favor, and against Defendant MARION THORNBERRY in an amount to be determined at trial but in excess of \$50,000.00, together with Plaintiff OWEN G. COSTANZA's cost of suit, pre-judgment interest, reasonable attorneys' fees, and for such other and further relief as this Honorable Court deems just and equitable.

**COUNT XII**  
**DEFAMATION AGAINST DEFENDANT RODGERS**

149. Plaintiff OWEN repeats and realleges and incorporates by reference herein Paragraphs 1-51 as if fully set forth herein as Paragraph 149.

150. Defendant RODGERS' oral and written statements about OWEN, including without limitation, the Rodgers Harassment and the **EXHIBIT 1 - False Flyer**, accusations of fraud, and that OWEN has a criminal record and is a repeat criminal, are false, deceptive, misleading and inflammatory, and are defamation per se, and defamed OWEN.

151. By widely publishing and disseminating such false oral and written statements in person to residents and businesses throughout the community and online, including, without limitation, through Rodgers' blog, The Rhubarb Report, RODGERS published and disseminated defamatory statements about OWEN to a wide range of persons and businesses in the public.

152. RODGERS' publishing and dissemination of these false statements about OWEN

was not privileged.

153. RODGERS published and disseminated the false and defamatory statements about OWEN with the knowledge that the statements were false, or with reckless disregard as to the falsity of the statements.

154. RODGERS negligently published and disseminated the false and defamatory statements about OWEN with the intent of causing OWEN to suffer damages, including, but not limited to, emotional distress and damage to his reputation.

155. RODGERS' false and defamatory statements about OWEN, did in fact damage and injure OWEN, including, without limitation, damage and injury to OWEN's reputation.

WHEREFORE, Plaintiff OWEN G. COSTANZA, prays this Honorable Court to enter judgment in his favor, and against Defendant ELISABETH M. RODGERS in an amount to be determined at trial but in excess of \$50,000.00, together with Plaintiff OWEN G. COSTANZA's cost of suit, pre-judgment interest, reasonable attorneys' fees, and for such other and further relief as this Honorable Court deems just and equitable.

**COUNT XIII**  
**DEFAMATION AGAINST DEFENDANT SMITH**

156. Plaintiff OWEN repeats and realleges and incorporates by reference herein Paragraphs 1-51 as if fully set forth herein as Paragraph 156.

157. Defendant SMITH's oral and written statements about OWEN, including without limitation, the Smith Harassment and the **EXHIBIT 1 - False Flyer**, accusations of fraud, and that OWEN has a criminal record and is a repeat criminal, are false, deceptive, misleading and inflammatory, and are defamation per se, and defamed OWEN.

158. By publishing and disseminating such false oral and written statements in person to residents of the local community, SMITH published and disseminated defamatory statements

about OWEN to a range of persons in the public.

159. SMITH's publishing and dissemination of these false statements about OWEN was not privileged.

160. SMITH published and disseminated the false and defamatory statements about OWEN with the knowledge that the statements were false, or with reckless disregard as to the falsity of the statements.

161. SMITH negligently published and disseminated the false and defamatory statements about OWEN with the intent of causing OWEN to suffer damages, including, but not limited to, emotional distress and damage to his reputation.

162. SMITH's false and defamatory statements about OWEN, did in fact damage and injure OWEN, including, without limitation, damage and injury to OWEN's reputation.

WHEREFORE, Plaintiff OWEN G. COSTANZA, prays this Honorable Court to enter judgment in his favor, and against Defendant CHERYL RUSSELL-SMITH in an amount to be determined at trial but in excess of \$50,000.00, together with Plaintiff OWEN G. COSTANZA's cost of suit, pre-judgment interest, reasonable attorneys' fees, and for such other and further relief as this Honorable Court deems just and equitable.

**COUNT XIV**  
**BUSINESS DEFAMATION UNDER ILLINOIS COMMON LAW**  
**AGAINST DEFENDANT SATTLER**

163. Plaintiffs repeat and reallege and incorporate by reference herein Paragraphs 1-51 as if fully set forth herein as Paragraph 163.

164. Defendant SATTLER's oral and written statements about OWEN, including without limitation, the Sattler Harassment and the **EXHIBIT 1 - False Flyer**, accusations of fraud, and that OWEN has a criminal record and is a repeat criminal, are false, deceptive and



misleading, are defamation per se, and defamed, damaged and injured Plaintiffs and Plaintiffs' business.

165. By widely publishing and disseminating such false oral and written statements in person to residents and businesses throughout the community and online through the Sattler-Controlled Social Media, SATTLER published and disseminated such defamatory statements to a wide range of persons and businesses in the public.

166. SATTLER's publishing and dissemination of these false statements was not privileged.

167. SATTLER published and disseminated the false and defamatory statements with the knowledge that the statements were false, or with reckless disregard as to the falsity of the statements.

168. SATTLER negligently published and disseminated the false and defamatory statements with the intent of causing Plaintiffs to suffer damages, including, but not limited to, damage to Plaintiffs' business and reputations.

169. Such commercial conduct on the part of Defendant SATTLER amounts to willful business defamation under Illinois common law and for which Plaintiffs are entitled to actual and/or compensatory damages.

170. SATTLER's actions and misrepresentations have caused damage to Plaintiffs and Plaintiffs' business and reputations in an amount to be determined at trial.

WHEREFORE, Plaintiffs, RMS INSURANCE SERVICES, INC., an Illinois corporation d/b/a Flanders Insurance Agency, Inc., and OWEN G. COSTANZA, pray this Honorable Court to enter judgment in Plaintiff's favor, and against Defendant DONALD G. SATTLER in an amount to be determined at trial but in excess of \$50,000.00, together with Plaintiffs' costs of

suit, pre-judgment interest, reasonable attorneys' fees, and for such other and further relief as this Honorable Court deems just and equitable.

**COUNT XV**  
**BUSINESS DEFAMATION UNDER ILLINOIS COMMON LAW**  
**AGAINST DEFENDANT THORNBERRY**

171. Plaintiffs repeats and realleges and incorporates by reference herein Paragraphs 1-51 as if fully set forth herein as Paragraph 171.

172. Defendant THORNBERRY's oral and written statements about OWEN, including without limitation, the Thornberry Harassment and the **EXHIBIT 1 - False Flyer**, accusations of fraud, that OWEN has a criminal record and is a repeat criminal, and that OWEN was being investigated for criminal activity and that his imminent arrest was forthcoming, are false, deceptive and misleading, are defamation per se, and defamed, damaged and injured Plaintiffs and Plaintiffs' business.

173. By widely publishing and disseminating such false oral and written statements in person to residents and businesses throughout the community and online, including, without limitation, through Facebook, THORNBERRY published and disseminated such defamatory statements to a wide range of persons and businesses in the public.

174. THORNBERRY's publishing and dissemination of these false statements was not privileged.

175. THORNBERRY published and disseminated the false and defamatory statements with the knowledge that the statements were false, or with reckless disregard as to the falsity of the statements.

176. THORNBERRY negligently published and disseminated the false and defamatory statements with the intent of causing Plaintiffs to suffer damages, including, but not limited to,

damage to Plaintiffs' business and reputations.

177. Such commercial conduct on the part of Defendant THORNBERRY amounts to willful business defamation under Illinois common law and for which Plaintiffs are entitled to actual and/or compensatory damages.

178. THORNBERRY 's actions and misrepresentations have caused damage to Plaintiffs and Plaintiffs' business and reputations in an amount to be determined at trial.

WHEREFORE, Plaintiffs, RMS INSURANCE SERVICES, INC., an Illinois corporation d/b/a Flanders Insurance Agency, Inc., and OWEN G. COSTANZA, pray this Honorable Court to enter judgment in Plaintiff's favor, and against Defendant MARION THORNBERRY in an amount to be determined at trial but in excess of \$50,000.00, together with Plaintiffs' costs of suit, pre-judgment interest, reasonable attorneys' fees, and for such other and further relief as this Honorable Court deems just and equitable.

**COUNT XVI**  
**BUSINESS DEFAMATION UNDER ILLINOIS COMMON LAW**  
**AGAINST DEFENDANT RODGERS**

179. Plaintiffs repeats and realleges and incorporates by reference herein Paragraphs 1-51 as if fully set forth herein as Paragraph 179.

180. Defendant RODGERS' oral and written statements about OWEN, including without limitation, the Rodgers Harassment and the **EXHIBIT 1 - False Flyer**, accusations of fraud, and that OWEN has a criminal record and is a repeat criminal, are false, deceptive and misleading, are defamation per se, and defamed, damaged and injured Plaintiffs and Plaintiffs' business.

181. By widely publishing and disseminating such false oral and written statements in person to residents and businesses throughout the community and online, including, without



limitation, through Rodgers' blog, The Rhubarb Report, RODGERS published and disseminated such defamatory statements to a wide range of persons and businesses in the public.

182. RODGERS' publishing and dissemination of these false statements was not privileged.

183. RODGERS published and disseminated the false and defamatory statements with the knowledge that the statements were false, or with reckless disregard as to the falsity of the statements.

184. RODGERS negligently published and disseminated the false and defamatory statements with the intent of causing Plaintiffs to suffer damages, including, but not limited to, damage to Plaintiffs' business and reputations.

185. Such commercial conduct on the part of Defendant RODGERS amounts to willful business defamation under Illinois common law and for which Plaintiffs are entitled to actual and/or compensatory damages.

186. RODGERS' actions and misrepresentations have caused damage to Plaintiffs and Plaintiffs' business and reputations in an amount to be determined at trial.

WHEREFORE, Plaintiffs, RMS INSURANCE SERVICES, INC., an Illinois corporation d/b/a Flanders Insurance Agency, Inc., and OWEN G. COSTANZA, pray this Honorable Court to enter judgment in Plaintiff's favor, and against Defendant ELISABETH M. RODGERS in an amount to be determined at trial but in excess of \$50,000.00, together with Plaintiffs' costs of suit, pre-judgment interest, reasonable attorneys' fees, and for such other and further relief as this Honorable Court deems just and equitable.

**COUNT XVII**  
**BUSINESS DEFAMATION UNDER ILLINOIS COMMON LAW**  
**AGAINST DEFENDANT SMITH**

187. Plaintiffs repeats and realleges and incorporates by reference herein Paragraphs 1-51 as if fully set forth herein as Paragraph 187.

188. Defendant SMITH's oral and written statements about OWEN, including without limitation, the Smith Harassment and the **EXHIBIT 1 - False Flyer**, accusations of fraud, and that OWEN has a criminal record and is a repeat criminal, are false, deceptive and misleading, are defamation per se, and defamed, damaged and injured Plaintiffs and Plaintiffs' business.

189. By publishing and disseminating such false oral and written statements in person to residents of the local community, SMITH published and disseminated such defamatory statements to a range of persons in the public.

190. SMITH's publishing and dissemination of these false statements was not privileged.

191. SMITH published and disseminated the false and defamatory statements with the knowledge that the statements were false, or with reckless disregard as to the falsity of the statements.

192. SMITH negligently published and disseminated the false and defamatory statements with the intent of causing Plaintiffs to suffer damages, including, but not limited to, damage to Plaintiffs' business and reputations.

193. Such commercial conduct on the part of Defendant RODGERS amounts to willful business defamation under Illinois common law and for which Plaintiffs are entitled to actual and/or compensatory damages.

194. RODGERS' actions and misrepresentations have caused damage to Plaintiffs and Plaintiffs' business and reputations in an amount to be determined at trial.

WHEREFORE, Plaintiffs, RMS INSURANCE SERVICES, INC., an Illinois corporation

d/b/a Flanders Insurance Agency, Inc., and OWEN G. COSTANZA, pray this Honorable Court to enter judgment in Plaintiff's favor, and against Defendant CHERYL RUSSELL-SMITH in an amount to be determined at trial but in excess of \$50,000.00, together with Plaintiffs' costs of suit, pre-judgment interest, reasonable attorneys' fees, and for such other and further relief as this Honorable Court deems just and equitable.

Respectfully submitted,

OWEN G. COSTANZA

By: /s/ Timothy P. Donohue /

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Timothy P. Donohue  
Attorney for Plaintiffs

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By: /s/ Joseph J. Madonia /

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Joseph J. Madonia  
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6211693, 6205043

**STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL  
DISTRICT BOONE COUNTY, ILLINOIS**

**RMS INSURANCE SERVICES, INC., )  
an Illinois corporation d/b/a FLANDERS )  
INSURANCE AGENCY, INC., and )  
OWEN G. COSTANZA, an individual, )**

**Plaintiffs )**

**v. )**

**DONALD G. SATTLER, an individual, )  
MARION THORNBERRY, an individual, )  
ELISABETH M. RODGERS, an individual, and )  
CHERYL RUSSELL-SMITH, an individual, )**

**Defendants. )**

**No2021L30**

**JURY DEMAND**

**ILLINOIS SUPREME COURT RULE 222 AFFIDAVIT**

Pursuant to Illinois Supreme Court Rule 222 (B), I, Timothy P. Donohue, and I, Joseph J. Madonia, Attorneys for Plaintiffs, RMS INSURANCE SERVICES, INC., an Illinois corporation d/b/a FLANDERS INSURANCE AGENCY, INC., and OWEN G. COSTANZA, an individual, certify that the total money damages sought in this civil action exceed \$50,000.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certify that the statement set forth in this Instrument are true and correct except as to matters therein stated to be on information and belief, and as to such matters, the undersigned certify that they verily believe the same to be true.

Respectfully submitted,

By: /s/ Timothy P. Donohue /

\_\_\_\_\_  
Timothy P. Donohue  
Attorney for Plaintiffs

TIMOTHY P. DONOHUE (ARDC # 6211693)  
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By: /s/ Joseph J. Madonia /

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Joseph J. Madonia  
Attorney for Plaintiffs

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6211693, 6205043

**STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL  
DISTRICT BOONE COUNTY, ILLINOIS**

**RMS INSURANCE SERVICES, INC., )  
an Illinois corporation d/b/a FLANDERS )  
INSURANCE AGENCY, INC., and )  
OWEN G. COSTANZA, an individual, )**

**Plaintiffs )**

**v. )**

**DONALD G. SATTLER, an individual, )  
MARION THORNBERRY, an individual, )  
ELISABETH M. RODGERS, an individual, and )  
CHERYL RUSSELL-SMITH, an individual, )**

**Defendants. )**

**No. 2021L30**

**JURY DEMAND**

**JURY DEMAND**

Plaintiffs, RMS INSURANCE SERVICES, INC., an Illinois corporation d/b/a  
FLANDERS INSURANCE AGENCY, INC., and OWEN G. COSTANZA, an individual,  
demand trial by a six (6) person jury.

Respectfully submitted,

OWEN G. COSTANZA

By: /s/ Timothy P. Donohue /

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Timothy P. Donohue  
Attorney for Plaintiffs

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By: /s/ Joseph J. Madonia /

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20211L30

## My Opponents Criminal Record Is:

- 1995 Pleads Guilty to Filing a False Report in Boone County
- 1999 Terminated from Liberty Insurance for Fraud Misrepresentation
- 1999 Pleads Guilty Writing Bad Check in Boone County
- 2000 Home Foreclosure in Boone County
- 2000 Completes Chapter 7 Bankruptcy Filed In 1996 As Chapter 13
- 2007 Pleads Guilty for Drunk Driving Winnebago County
- 2008 Wisconsin DOI Denies Insurance License for False Application
- 2010 Indiana DOI Fines Him \$1500 False Application & Revokes Insurance License
- 2011 Terminated from RMS Service Group for Misappropriating Company Funds
- 2012 Answers Fraudulently Again on Illinois DOI License Renewal Application
- 2014 Illinois DOI Investigates Numerous Complaints by Insurance Customers, Past Terminations, Criminal History, Unlawful Fund Withdrawals, and Fines & Discipline from Wisconsin and Indiana (IL-14-HR-0482 & IN-934-AG10-8031-135)
- 2014 Illinois DOI Revokes Insurance Business License for Major Agency Violations
- 2015 Illinois DOI Disciplines and Fines Him \$30,000.00 for Multiple Repeat Violations

We cannot allow a repeat criminal like Mr. Costanza to Defraud our village like he has defrauded his creditors, customers, past employers and the Wisconsin, Indiana, and Illinois Departments of Insurance. What else has he done to us?

**Restore Integrity to Poplar Grove.**

*Paid for by friends of Sattler for Village President*



EXHIBIT 1 - False Flyer

