



OFFICE OF THE CLERK
WISCONSIN COURT OF APPEALS

110 EAST MAIN STREET, SUITE 215

P.O. BOX 1688

MADISON, WISCONSIN 53701-1688

Telephone (608) 266-1880

TTY: (800) 947-3529

Facsimile (608) 267-0640

Web Site: www.wicourts.gov

DISTRICT III

September 30, 2025

To:

Hon. Anthony J. Stella Jr.
Circuit Court Judge
Electronic Notice

Dorothea A. Saavedra
N 5488 Ojibwa
Spooner, WI 54801

Marge Kelsey
Clerk of Circuit Court
Sawyer County Courthouse
Electronic Notice

Jerome A. Saavedra
N 5488 Ojibwa
Spooner, WI 54801

Bernard Seidling
Electronic Notice

You are hereby notified that the Court has entered the following opinion and order:

2023AP1366

Jerome A. Saavedra v. Bernard Seidling
(L. C. No. 2022SC150)

Before Stark, P.J.¹

Summary disposition orders may not be cited in any court of this state as precedent or authority, except for the limited purposes specified in WIS. STAT. RULE 809.23(3).

Bernard Seidling, pro se, appeals from a circuit court money judgment entered in the amount of \$5,394.16 against Seidling and in favor of Jerome and Dorothea Saavedra. Based upon our review of the briefs and record, we conclude that this case is appropriate for summary disposition. *See* WIS. STAT. RULE 809.21. For the reasons explained below, we summarily affirm the circuit court's decision.

¹ This appeal is decided by one judge pursuant to WIS. STAT. § 752.31(2) (2023-24). All references to the Wisconsin Statutes are to the 2023-24 version.

Based upon our review of the record on appeal, in 2019, the Saavedras entered into a written agreement, similar to a land contract, with the Ojibwa Road Land Trust to purchase real property, where the Saavedras currently reside. Seidling is the trustee of the Trust. Thereafter, the Saavedras' residence suffered damage to the roof during a hailstorm. An insurance company subsequently issued a check for the damage, purportedly to Seidling as trustee. According to Seidling, the terms of the parties' contract required that the insurance proceeds be used to repair the property. Given this requirement, Seidling refused to transfer the proceeds to the Saavedras to repair the residence after the storm damage, citing his concern that the Saavedras did not have sufficient funds to pay the contractor for the full cost of the repairs, that they would pocket the funds, and that a failure to pay would result in a lien against the property. Seidling also refused to pay the contractor directly, expressing his belief that the contractor's quote was excessive.

The Saavedras commenced this small claims action to obtain the insurance proceeds from Seidling in order to repair the property. Seidling answered, alleging that he was not a party to any contract with the Saavedras and asserting a number of counterclaims for amounts that were owed to others and assigned to him "for collection only." In total, the damages alleged in Seidling's counterclaims amounted to over \$74,000.² Seidling filed a motion to dismiss him as a party to this action, asserting that he was not a party to the contract and that he did not hold any funds. Seidling also moved for a default judgment after the Saavedras failed to answer his counterclaims. The circuit court denied both motions.

² In Seidling's amended answer and counterclaims, he alleged that the "[t]otal damages on [the] counterclaim[s]" were "to be determined by the [c]ourt."

Eventually, the circuit court held an evidentiary hearing. After hearing evidence on the Saavedras' claim, the court adjourned the hearing to allow the Saavedras seven days to get a written agreement from their contractor that the Saavedras would be "solely responsible for any balance" for the roof repairs and that a lien would not be put on the property. The court stated that if the Saavedras were able to obtain that agreement, it would order Seidling to transfer the insurance proceeds. Seidling subsequently filed an objection to the court's decision on the basis that he, essentially, disapproved of the proposed contractor who would be doing the repairs.

When the parties reconvened, the circuit court summarized its findings on the record. The court found that Seidling is the trustee for the Ojibwa Road Land Trust, and it amended the caption and pleadings to name Seidling individually and as trustee. The court also stated that it had dismissed Seidling's counterclaims as "required" under WIS. STAT. § 799.02. The court further concluded that the contract signed by the parties did not, by its plain language, require the Saavedras to pay for homeowners insurance, only fire insurance; therefore, it found "that not only are the [Saavedras] entitled to the money received from the insurance, there's nothing in the contract requiring they spend it in any particular way, because they're not bound by the contract to provide hail insurance to start with." Finally, the court granted judgment to the Saavedras for the amount of the insurance check plus statutory fees and costs. Seidling appeals.

On appeal, Seidling states in a conclusory manner that the circuit court's "decisions were incorrect and should be reversed." Seidling contends that the circuit court erred by (1) denying his counterclaims; (2) refusing to enter default judgment against the Saavedras when they failed to timely file an answer; (3) refusing to dismiss Seidling individually from the lawsuit because he is not a proper party; (4) adding Seidling as trustee; (5) ordering the pleadings and caption amended; (6) ordering that the insurance proceeds were not required to be used for repairs, which

is contrary to the contract; and (7) counseling the Saavedras “rather than remain[ing] impartial.”³ The Saavedras respond by expressing their general agreement with the circuit court’s rulings.

Both Seidling and the Saavedras are pro se litigants, and both fail to comply with many of the Rules of Appellate Procedure in their briefs. *See* WIS. STAT. RULE 809.19. This failure to comply with the rules is inappropriate even for a pro se litigant. *See Waushara County v. Graf*, 166 Wis. 2d 442, 452, 480 N.W.2d 16 (1992) (“*Pro se* appellants must satisfy all procedural requirements, unless those requirements are waived by the court. They are bound by the same rules that apply to attorneys on appeal. The right to self-representation is “[not] a license not to comply with relevant rules of procedural and substantive law.” (alteration in original; citation omitted)). We could summarily dismiss this appeal as a sanction for these rule violations. *See* WIS. STAT. RULE 809.83(2).

Most importantly, however, Seidling’s brief fails to develop any argument beyond his one-sentence, conclusory statements of circuit court error, without any record citations or citations to legal authority. *See* WIS. STAT. RULE 809.19(1)(e). Seidling has therefore failed to present any developed argument that this court should grant him the relief he seeks. We need not address undeveloped arguments. *See State v. Pettit*, 171 Wis. 2d 627, 646-47, 492 N.W.2d 633 (Ct. App. 1992). In order to address the merits of Seidling’s claims, we would need to scour the entire record, find supporting facts, research supporting law, and develop his arguments for him. That is something we cannot and will not do; we cannot serve as both advocate and judge.

³ Seidling did not file a reply brief in this case. By failing to file a reply, he has arguably conceded any arguments raised in the Saavedras’ response brief. *See Apple Hill Farms Dev., LLP v. Price*, 2012 WI App 69, ¶14, 342 Wis. 2d 162, 816 N.W.2d 914 (noting that failure to file a reply brief was deemed a concession to respondent’s argument).

See *id.* at 647; *Industrial Risk Insurers v. American Eng’g Testing, Inc.*, 2009 WI App 62, ¶25, 318 Wis. 2d 148, 769 N.W.2d 82 (observing that “we will not abandon our neutrality to develop arguments” for the parties); *Grothe v. Valley Coatings, Inc.*, 2000 WI App 240, ¶6, 239 Wis. 2d 406, 620 N.W.2d 463 (“[I]t is not the duty of this court to sift and glean the record in *extenso* to find facts which will support an [argument].” (alterations in original; citation omitted)). We summarily affirm the circuit court’s decision based on Seidling’s failure to develop any argument that the court erred.

Therefore,

IT IS ORDERED that the judgment is summarily affirmed. WIS. STAT. RULE 809.21.

IT IS FURTHER ORDERED that this summary disposition order will not be published.

Samuel A. Christensen
Clerk of Court of Appeals