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DISTRICT I

December 23, 2025

To:

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Circuit Court Judge
Electronic Notice

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Clerk of Circuit Court
Milwaukee County Appeals Processing Division
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Robert Summer
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You are hereby notified that the Court has entered the following opinion and order:

2025AP531 Stonebridge Credit Inc. v. Robert Summer (L.C. # 2024SC10156)

Before Geenen, 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).

Robert Summer appeals from the circuit court's judgment entered in favor of Stonebridge Credit Inc. ("Stonebridge"), after the court concluded that Summer breached the terms of the promissory note between himself and Stonebridge, for a personal loan. On appeal, Summer contends that, in entering the judgment, the circuit court's conclusion was erroneous as a matter of law because it relied on clearly erroneous findings of fact. Based upon a review of the briefs

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

and the record, this court concludes that this case is appropriate for summary disposition. *See* WIS. STAT. RULE 809.21. The judgment is summarily affirmed.

Summer entered into an agreement with Stonebridge called a "Combined Itemization, Promissory Note, and Security Agreement" (hereinafter, "Note") for a direct loan in the amount of $14,465.99. The direct loan was to be used for the purchase of a vehicle, which Summer does not dispute that he purchased. In the Note, Summer agreed to make 42 monthly installment payments on the obligation. The parties agree that Summer executed the Note, that he initially made partial bi-weekly payments on the Note, and that he stopped making payments less than one year after the Note was executed.

Stonebridge filed a small claims complaint to recover the amount owed on the Note. Summer admitted that he signed the loan agreement documents, but contested Stonebridge's claim. After a contested hearing before a small claims court commissioner, the case was tried to the circuit court.

During the trial, Stonebridge offered authenticated copies of the Note and its records of Summer's payment history as evidence. Summer denied that he, personally, received any funds by check or direct deposit in exchange for the Note. He admitted to making automatic payments on the loan, and then stopping those payments. He also argued that Stonebridge should have provided additional documentation to demonstrate that it paid him the loan proceeds or paid the loan proceeds on his behalf, noting that he "didn't receive … anything in [his] name that reflects [the loan proceeds] [were] actually given to [him]." Summer also provided evidence of his communications with a credit reporting agency, TransUnion, that indicates that TransUnion removed the Stonebridge debt from Summer's credit report after Summer disputed the debt.

Because TransUnion removed the debt, Summer argued that Stonebridge could not collect on the Note unless it could "validate" the debt under the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681s-2, in the circuit court by providing additional documentation beyond the authenticated Note and payment history.

Stonebridge pointed to the payment history that showed the initial disbursement in the amount financed and the thousands of dollars of payments Summer made on the loan before he stopped the payments. Stonebridge argued that the authenticated Note and payment history were evidence that the loan existed and that Summer breached his contract by failing to make the agreed upon payments. Stonebridge further contended that it does not and cannot control what TransUnion does, and that TransUnion's action did not undermine the Note or defeat the breach of contract claim.

After considering the evidence before it, the court noted that nothing in Summer's testimony indicated "that [he] didn't borrow this money," and explained that TransUnion's actions do not affect the validity of a debt because it is "an entirely different entity and … is not the one[] that [Summer] entered into a contract with." The court found that a preponderance of the evidence supported Stonebridge's claim that Summer failed to make the required payments on the Note and entered judgment in Stonebridge's favor, accordingly. Summer appeals.

On appeal, we must examine whether the circuit court correctly determined that Summer failed to make the required payments on the Note and appropriately entered judgment in Stonebridge's favor. In reviewing these actions, we will not overturn the circuit court's findings of fact unless they are clearly erroneous. WIS. STAT. § 805.17(2). Furthermore, we note that when a case is tried to the circuit court, the judge acts as a finder of fact when faced with

conflicting testimony and is the ultimate arbiter of witness credibility. ***Stevenson v. Stevenson***, 2009 WI App 29, ¶14, 316 Wis. 2d 442, 765 N.W.2d 811.

Summer argues that the circuit court erred as a matter of law when it entered judgment in Stonebridge's favor because Stonebridge failed to meet its burden to authenticate the debt to a credit reporting agency under the FCRA.[2] Summer contends that TransUnion's removal of the debt from his credit history means that Stonebridge did not sufficiently validate the debt for FCRA purposes, which means that the debt was not legally valid for the purpose of collection in this action. He also claims that the circuit court's factual findings were clearly erroneous to the extent it relied on the Note and payment history in reaching its ruling. We disagree.

I. The TransUnion report has no effect on Summer's debt.

The FCRA establishes a framework of "reasonable procedures" to ensure accuracy on an individual's credit report, and specifies what information a creditor must provide to a credit reporting agency in order for the debt to be listed in that agency's reporting. The FCRA also establishes procedures for an individual to challenge information on their credit report, which

[2] Summer also argues, for the first time on appeal, that the circuit court misinterpreted the loan agreement, that there are inconsistencies in the documents, that the loan was prepaid, and alternatively, that the debt was discharged under WIS. STAT. §§ 403.601 and 403.603 when he tendered "the full loan proceeds before the first due date," and thus "extinguished" both the principal and any accrued interest.

"The general rule is that issues not presented to the circuit court will not be considered for the first time on appeal." ***State v. Caban***, 210 Wis. 2d 597, 604, 563 N.W.2d 501 (1997). Summer's new arguments on appeal perfectly illustrate why. These facts would have been known to Summer during the small claims trial. He could have made these claims and, for example, provided documentary evidence to the circuit court showing that he paid the Note in full. Because he did not do so, there is no evidence whatsoever in the record to support Summer's arguments, and we decline to address them further.

may then lead a credit reporting agency to ask the creditor to verify the debt. *See, generally*, 15 U.S.C. § 1681 et seq.

Verification of the debt under the FCRA, however, does not determine whether the debt is valid or collectible. Verification affects whether the debt can be listed by a credit reporting agency on an individual's credit report. ***Denan v. Trans Union LLC***, 959 F.3d 290, 295 (7th Cir. 2020). A consumer reporting agency does not determine a debt's validity. ***Id.***

The cases Summer relies on in his briefs do not support his claim because they involve FCRA lawsuits challenging FCRA verification procedures, not breach of contract claims. *See, e.g.*, ***Denan***, 959 F.3d at 295 (noting that the creditor, not the consumer reporting agency, is in a better position to determine the validity of a disputed debt); ***Frazier v. Dovenmuehle Mortg., Inc.***, 72 F.4th 769, 775 (7th Cir. 2023) (involving challenges to the reasonableness of a credit reporting agency's procedures to investigate disputed debts); ***Johnson v. MBNA Am. Bank, NA***, 357 F.3d 426, 431 (4th Cir. 2004) (finding that a creditor must conduct a "reasonable investigation" of disputed debts in order for such a debt to appear on the creditor's credit report). In fact, contrary to Summer's assertions, the court in ***Denan*** concluded that no matter the action a credit reporting agency takes, that action does not affect or determine the validity of the underlying debt because "[o]nly a court can fully and finally resolve the legal question of a loan's validity." ***Id.***, 959 F.3d at 295.

The circuit court therefore correctly concluded that whether Stonebridge adequately verified the debt to TransUnion or any other consumer reporting agencies affects only whether the debt can show on Summer's credit report and has no impact on the circuit court's ability to enforce the debt.

II. The court's findings of fact were not clearly erroneous.

Summer also contends that the circuit court's findings that he owed Stonebridge the debt was clearly erroneous. We again disagree.

The circuit court was presented with the Note and payment history, which Summer did not dispute, and Summer's admission that he stopped making payments on the Note.[3] The court relied on that evidence to conclude that the Note was valid, that Summer failed to pay according to the terms of the Note, and that Summer was therefore in breach of the contract. While Summer offers conjecture to the contrary, we need not accept his conclusory statements as true, and the circuit court was entitled to make credibility determinations with respect to Summer's testimony. There is no evidence that undermines the reasonableness of those findings. *See* ***Stevenson***, 2009 WI App 29, ¶14. Although Summer argued that these documents were not enough to prove that he still owed on the debt, as noted above, his "verification" argument fails, and the record contains no other evidence that would undermine the Note or the circuit court's conclusion.

The circuit court reached a conclusion that a reasonable judge could make when it credited Stonebridge's evidence and relied on the Note and payment history in its ruling. The court made reasonable credibility determinations based on the testimony and other evidence presented, and applied the correct law in rendering its decision. Therefore, we affirm.

[3] Interestingly, at trial, Summer contended that the eight-months worth of payments, totaling over $2,000, were incorrectly made by auto-payment, and that he took action to discontinue the auto-payments once he discovered the error. However, there is no evidence that Summer took any action to recoup the funds or contact Stonebridge about any purported error. Rather instead, months later, he disputed the debt with TransUnion.

IT IS ORDERED that the judgment is summarily affirmed. *See* 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