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DISTRICT IV

January 15, 2026

To:

Hon. Vicki L. Clussman
Circuit Court Judge
Electronic Notice

Becky Bishop
N6241 U.S. Highway 45
New London, WI 54961

Yvette Kienert
Clerk of Circuit Court
Waupaca County Courthouse
Electronic Notice

Braden Michael Kaminske
Electronic Notice

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

2024AP2587

Braden Michael Kaminske v. Becky Bishop (L.C. # 2024SC378)

Before Nashold, 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).

Becky Bishop, pro se, appeals a judgment against her in the amount of \$7,912.50, following a bench trial. Based on my review of the briefs and record, I conclude that this case is appropriate for summary disposition, and I summarily affirm. *See* WIS. STAT. RULE 809.21.

Braden Kaminske, also pro se, brought a small claims action against Bishop, alleging that she failed to pay him for tree removal services he performed at her home. Kaminske alleged that after he sent Bishop an invoice in the amount of \$7,912.50, Bishop made a claim with her insurer

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.

for Kaminske's services, and that although the insurer issued Bishop a check in the amount of \$7,912.50, which Bishop cashed, Bishop never paid Kaminske. Kaminske alleged that he sent several invoices to Bishop and that the last invoice he sent by certified mail was returned to him after Bishop refused to accept it. Attached to Kaminske's complaint was the original invoice that his company, BEK Tree Service LLC ("BEK"), sent to Bishop in the amount of \$7,912.50, which consisted of \$2,500 for each of three trees he removed, plus tax, and a subsequent invoice that included the original amount plus finance charges of \$2,684.74 (calculated at a rate of 18%), for a total amount due of \$10,597.

Bishop filed an answer and a counterclaim seeking \$24,575 in damages.² In a subsequent letter filed in the circuit court, Bishop represented that she did not pay Kaminkse because he did not finish the job as agreed to by the parties. Specifically, Bishop alleged that the agreement was that Kaminske would remove three trees that had fallen on her house, at \$2,500 per tree, and that this amount included removing the stumps of the trees and cleaning up the brush in her yard. She alleged that Kaminske did not remove the stumps or brush and that he took down only half of one of the trees while leaving the other half still standing. She also alleged that Kaminske broke her antique well pump and the roof and vent pipe on her fruit cellar by driving over them with his skid steer; damaged her yard with his skid steer; took the logs from the trees, which she intended to sell, without her permission; and posted a video online of her property, including her house, without her permission or knowledge. She sought specified damages related to the stump removal, well pump, fruit cellar, damage to her front yard, logs, and taking down only half of

² At the trial held in this matter, both parties agreed that they would seek only the maximum amount of \$10,000 in damages allowable in small claims cases. *See* WIS. STAT. § 799.01(d).

one tree while charging for an entire tree. No damage amount was listed with respect to the video of her property.

At a bench trial, both parties testified consistently with their pleadings and called several witnesses. Kaminske also introduced into evidence emails between the insurer and Kaminske's mother on behalf of BEK, and photographs of Bishop's property that were taken by the insurance claims adjuster that depicted Bishop's house before and after Kaminske removed the trees from on top of the house. One photograph, captioned, "fruit cellar tree on roof," shows a tree on the roof of what is presumably Bishop's fruit cellar, and another photograph shows a tree on the same roof and what appears to be a gap or crack in the roof. An email to Kaminske's mother from the insurance claims adjuster also states, "Please see the attached sample of photos I took on 6/22/22 related to trees on the house and fruit cellar."

At trial, Kaminske testified that, following a storm, he agreed to remove three large trees that had fallen on Bishop's house for \$2,500 per tree, that the agreement did not include stump removal or brush clean-up, and that Bishop agreed that Kaminske could give the logs from the trees to someone else. He also testified that he did not believe he broke her well pump and that he did not crack the roof of her fruit cellar or break its vent pipe; rather, as shown by the photographs, it was a fallen tree that broke Bishop's cellar roof. Kaminske testified that, after he removed the three trees and sent Bishop an invoice, Bishop refused to pay the \$7,912.50 owed, even after receiving and cashing a check from her insurer in the same amount. A witness called by Kaminske testified that he helped Kaminske remove the trees, that there was a tree on the cellar roof and the cellar roof had a crack in it as shown by some of the photographs, that he did not see further damage after they removed the tree from the cellar roof, and that he did not see a well pump and they were told there was "nothing in question in the area."

In contrast, Bishop testified that the agreement was to remove not only the trees but also their stumps and the brush from the yard, and that Kaminske only removed two and a half trees and did not remove any stumps or brush, even after he said on more than one occasion that he would. She further testified that she did not pay Kaminske because he did not finish the job; that Kaminske did not have permission to take the logs that she was going to sell to a nearby lumber company; and that she approached Kaminske after she saw someone driving away with the logs and Kaminske told her not to worry because she would be compensated for them. As to the well pump, Bishop testified that although there were “piles of trees” near the well pump after the storm, the well pump was still visible; that she saw Kaminske “bulldoze” the well pump and heard the crash; that when she ran to the well’s location, the man helping Kaminske was standing a few feet from the pump and “shrugged his shoulders, like oh well”; and that she said something to Kaminske who was on the skid steer and who just kept going. She also testified that she saw Kaminske ram the corner of the fruit cellar’s roof, that he damaged her front lawn, and that she saw a video Kaminske posted of her house online.

Bishop called four witnesses, whose testimony was generally consistent with Bishop’s as to the nature of the parties’ agreement and the damage to the well pump, fruit cellar, and yard. Regarding the video of Bishop’s property, one witness testified that she saw the video posted on BEK’s website and sent it to Bishop, that it has since been taken down, and that she did not see any associated name or address posted for the property.

At the close of evidence, the circuit court awarded judgment in favor of Kaminske in the amount of \$7,912.50, which was the amount requested in his original invoice. The court credited Kaminske’s testimony that the agreed-to amount of \$2,500 per tree was for removal of the trees

only and did not include removal of stumps or remaining brush. The court found that the insurer paid Bishop \$7,912.50 and determined that Bishop was required to pay Kaminske that amount.

As to Bishop's counterclaims, the circuit court ruled as follows. The court declined to award damages to Bishop based on her claim that Kaminske took logs without her permission, determining that it had "just two people's word[s]" and that it "can't make a determination as far as whether or not there was permission." As to the fruit cellar, the court found that, based on the photographs, "it certainly appears to [the court] that there was a tree that was right on the front cellar," and the court declined to attribute the damage to Kaminske's actions. With respect to Bishop's claim for the well pump and its installation, the court found that there was some damage to the pump, and noted that Bishop's request of \$600 in damages for the pump was based on her finding a similar pump on eBay. However, regarding Bishop's request for \$2,000 in damages for a new pump's installation, the court found that Bishop arrived at that amount by "ask[ing] around," which made it "difficult [for the court] to determine whether or not that amount to install the new pump is reasonable." As a result, the court found that the amount for the pump and installation was the same amount as the finance charges that Kaminske requested and that these amounts essentially cancelled each other out. Thus, the court entered judgment against Bishop, and in favor of Kaminske, in the amount of \$7,912.50.

On appeal, Bishop's primary contention appears to be that, rather than crediting any of the testimony from Kaminske and his witnesses, the circuit court should have credited all of the testimony from Bishop and her witnesses. However, the weight and credibility of the evidence was for the circuit court to determine, given Bishop's failure to show a clear error in factfinding by the court. See *State v. Peppertree Resort Villas, Inc.*, 2002 WI App 207, ¶19, 257 Wis. 2d 421, 651 N.W.2d 345; see also *State v. Anson*, 2004 WI App 155, ¶24, 275 Wis. 2d 832, 686

N.W.2d 712, *aff'd*, 2005 WI 96, 282 Wis. 2d 629, 698 N.W.2d 776 (“[T]he trial court has no obligation to believe everything a witness says, and when the record reveals inconsistencies within a witness’s testimony or between one witness and another, the court as fact finder determines the weight and credibility accorded to the testimony.”). Bishop also raises several additional arguments in a section in her brief captioned, “Things the Judge Did that Were Not Fair.” None of these arguments are supported by legal authority and, as discussed below, they are unpersuasive.

Bishop argues that the circuit court demonstrated bias against her in two ways. First, she refers to the court’s statement at trial, prior to the presentation of testimony, that the last time Bishop was in court, she made comments that the court found to be “contemptuous and disrespectful,” that the court “won’t put up with that,” and that Bishop must behave respectfully in the court room. Bishop fails to show that this statement rises to the level of judicial bias. *See Miller v. Carroll*, 2020 WI 56, ¶24, 392 Wis. 2d 49, 944 N.W. 542 (stating that “extreme facts” are required to show judicial bias). Second, Bishop argues that the court “present[ed] [Kaminske’s] case for him” by asking him questions during his testimony, including questioning him about his exhibits. However, WIS. STAT. § 799.209 specifically allows the circuit court in small claims proceedings to question witnesses and to determine the procedure to be followed in the presentation of evidence. Section 799.209 states:

At any trial, hearing or other proceeding under this chapter:

....

(3) The court ... may conduct questioning of the witnesses and shall endeavor to ensure that the claims or defenses of all parties are fairly presented to the court ...;

(4) The court ... shall establish the order of trial and the procedure to be followed in the presentation of evidence and

arguments in an appropriate manner consistent with the ends of justice and the prompt resolution of the dispute on its merits according to the substantive law.

Here, the court questioned both parties and allowed each party to be cross-examined by the other. Bishop fails to show that the court's questioning was inconsistent with its duty "to ensure that the claims or defenses of [the] parties [were] fairly presented to the court," nor does she show that the court's procedure for the presentation of evidence was inconsistent "with the ends of justice and the prompt resolution of the dispute on its merits." § 799.209(3), (4). The record does not support Bishop's suggestion that the court's questioning demonstrated judicial bias or crossed the line into advocacy for Kaminske.

Bishop also argues that the circuit court did not do enough to prevent one of the witnesses, Kaminske's mother, from allegedly shaking and nodding her head, "mouthing answers," and making "hand signals" during other witnesses' testimony. However, the single time that Bishop asked the court to address such actions, the court did so, telling the witness, "I don't want there to be any hand signals or any signals of any type to tell any witness what to say. Do you understand that, ma'am?" Bishop fails to show how the court erred in addressing this issue or that the witness's conduct had any effect on the outcome of the trial. *See McCrossen v. Nekoosa Edwards Paper Co.*, 59 Wis. 2d 245, 264, 208 N.W.2d 148 (1973) ("[N]ot all errors at trial mandate a reversal. Trial error is prejudicial only when it reasonably could be expected to affect the outcome of the case.").

Finally, Bishop asserts that the circuit court did not allow her to fully present her own or her witnesses' testimony. This assertion is belied by the record. In addition to her own testimony, Bishop presented the testimony of four witnesses, and Bishop fails to show either that any witness testimony was cut short or that if it was, this was unwarranted or prejudiced her in

any way. *See* WIS. STAT. § 799.209(1), (2) (the circuit court in small claims cases “shall conduct the proceeding informally, allowing each party to present arguments and proofs and to examine witnesses to the extent reasonably required for full and true disclosure of the facts” and “may exclude irrelevant or repetitious evidence or arguments”). Indeed, as to Bishop’s testimony, the court provided ample opportunity for her to testify, asking her on at least seven occasions if she had any additional testimony.³

In sum, Bishop has presented no basis to reverse the circuit court’s judgment. Accordingly,

IT IS ORDERED that the judgment of the circuit court is summarily affirmed, pursuant to WIS. STAT. RULE 809.21(1).

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

Samuel A. Christensen
Clerk of Court of Appeals

³ Bishop makes no argument as to the alleged lawn damage and has therefore abandoned that issue. *See Tatur v. Solsrud*, 167 Wis. 2d 266, 269, 481 N.W.2d 657 (Ct. App. 1992). Indeed, it is unclear which issues Bishop would like this court to consider. In the conclusion of her appellant’s brief, she states, “The damage [Kaminske] did out here far outweighs the cost of taking two and a partial trees down with no clean up. I would call it a wash for that, but would like the money for the logs he took and the money for the video he took of my property.” As to Kaminske’s posting the video of Bishop’s property, as Bishop notes, the circuit court did not address this issue. However, Bishop did not request damages for this counterclaim in her filings with the court or at the trial, nor did she ask the court to address the issue when the court neglected to do so. Moreover, Bishop’s only argument on appeal as to this posting is her assertion, without elaboration, that Kaminske’s posting may result in civil damages under WIS. STAT. § 968.31. Although I question the applicability of this statute, which prohibits “interception and disclosure of wire, electronic or oral communications,” I do not consider this argument because it is undeveloped and because Bishop did not raise it in the circuit court. *See State v. Pettit*, 171 Wis. 2d 627, 646-47, 492 N.W.2d 633 (Ct. App. 1992); *Schill v. Wisconsin Rapids Sch. Dist.*, 2010 WI 86, ¶45 & n.21, 327 Wis. 2d 572, 786 N.W.2d 177.