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**DISTRICT II**

March 4, 2026

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

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2024AP973

Monica J. Connell v. Mark Meisenheimer (L.C. #2023PR276)

Before Neubauer, P.J., Gundrum, and Lazar, JJ.

**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).**

Monica J. Connell appeals from an order granting summary judgment in favor of her brother, Mark Meisenheimer, dismissing her claims concerning a joint Chase Bank account held by their mother, Sandra Meisenheimer, at the time of her death. Monica argues that the account was intended only for convenience, and that her claims for breach of fiduciary duty and conversion should have proceeded to trial. Based upon our review of the briefs and Record, we

conclude at conference that this case is appropriate for summary disposition. *See* WIS. STAT. RULE 809.21 (2023-24).<sup>1</sup> For the following reasons, we affirm.

We review a grant of summary judgment de novo, applying the same methodology as the circuit court. *See Kiss v. General Motors Corp.*, 2001 WI App 122, ¶9, 246 Wis. 2d 364, 630 N.W.2d 742. Summary judgment is appropriate if there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. WIS. STAT. § 802.08(2). Although we draw reasonable inferences in favor of the nonmoving party, the nonmoving party must present evidentiary facts sufficient to establish a genuine issue for trial.

WISCONSIN STAT. § 705.04(1) provides that “[s]ums remaining on deposit at the death of a party to a joint account belong to the surviving party ... unless there is clear and convincing evidence of a different intention at the time the account is created.” Thus, survivorship is presumed.

It is undisputed that on May 22, 2019, Sandra signed a Chase Bank signature card designating the checking account as jointly owned with Mark, and expressly providing that ownership would pass to the survivor upon death. Mark also signed the card. Monica does not contend that Sandra was incompetent or subject to undue influence when she executed the designation.

Monica asserts that the account was intended only as an account of convenience. A convenience account is one in which a depositor adds another person to assist in managing

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<sup>1</sup> All references to the Wisconsin Statutes are to the 2023-24 version.

finances during the depositor's lifetime, without intending to confer survivorship rights. *See Johnson v. Mielke*, 49 Wis. 2d 60, 77, 181 N.W.2d 503 (1970). If an account is merely for convenience, the added party acquires no ownership interest upon the depositor's death. *Id.* However, the challenger must present clear and convincing evidence that such was the depositor's intent at the time the account was created. WIS. STAT. § 705.04(1).

Monica has produced no such evidence. The only contemporaneous written evidence—the signed bank card—expressly provides for survivorship. Sandra signed it. Mark signed it. There is no evidence that Sandra expressed a contrary intent when the account was retitled.

Monica relies on an email Mark sent after Sandra's death indicating that he would distribute the funds at a later time. That email reflects Mark's understanding or intent at that time. It is not evidence of Sandra's intent in May 2019, when she created the joint account. The statute requires clear and convincing evidence of Sandra's different intention at the time of creation, and no such evidence appears in this Record.

Monica also points to Sandra's will and her alleged general statements that assets would be divided equally. But a joint account with survivorship passes outside of probate and is governed by WIS. STAT. § 705.04(1), not by a prior will. Generalized expectations about equal division do not overcome a later, express survivorship designation. Because Monica failed to present clear and convincing evidence rebutting the statutory presumption, Mark was entitled to judgment as a matter of law on the declaratory claim concerning the account.

Monica also contends that Mark breached his fiduciary duty as Sandra's durable power of attorney by failing to move the proceeds of Sandra's home sale into a higher-yield account.

Under WIS. STAT. § 244.14(1)(a)-(c), an agent must act in accordance with the principal's reasonable expectations, in good faith, and within the scope of authority granted.

The undisputed Record shows that Sandra deposited the proceeds into the Chase account herself while competent and managing her own affairs. There is no evidence that Mark directed that deposit or acted contrary to Sandra's wishes. The power of attorney granted Mark authority over accounts but imposed no affirmative duty to invest funds differently. Monica has not produced evidence creating a genuine issue of material fact as to breach.

Further, Monica's theory of damages depends on her claimed entitlement to the Chase funds. Because those funds passed to Mark by survivorship, Monica cannot establish that any alleged failure to transfer the funds caused her compensable loss.

Finally, Monica contends that Mark converted funds that belonged to her. Conversion requires proof that a defendant intentionally controlled or took property belonging to another without consent. *See* WIS JI—CIVIL 2200. The funds in the Chase account belonged to Sandra during her lifetime and, upon her death, belonged to Mark as the surviving joint owner under WIS. STAT. § 705.04(1). Monica has not established that she had an ownership interest in those funds. Her conversion claim therefore fails. Monica has not presented clear and convincing evidence that Sandra intended anything other than what the signed bank card expressly provided—a joint account with right of survivorship in Mark. Nor has she demonstrated genuine issues of material fact supporting her breach of fiduciary duty or conversion claims. The circuit court properly granted summary judgment.

Therefore,

IT IS ORDERED that the order of the circuit court is summarily affirmed. *See* WIS. STAT. RULE 809.21.

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

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*Samuel A. Christensen*  
*Clerk of Court of Appeals*