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DISTRICT IV

May 7, 2026

To:

Hon. William V. Gruber
Circuit Court Judge
Electronic Notice

Piper Lori Hughes
Electronic Notice

Cindy Hamre Incha
Clerk of Circuit Court
Jefferson County Courthouse
Electronic Notice

Highlights Media LLC
c/o Jan Johnstone
214 S. Kranz Ave.
Jefferson, WI 53549

Crystal N. Abbey
Electronic Notice

Jan Marie Johnstone
Electronic Notice

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

2025AP188

Flexibility Capital v. Highlights Media LLC (L.C. # 2022CV360)

Before Graham, P.J., Blanchard, and Taylor, 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).

Jan Marie Johnstone, pro se, appeals a circuit court order dismissing her request for relief from a non-earnings garnishment judgment against Johnstone and Highlights Media LLC. Based on 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).¹ We affirm.

¹ All references to the Wisconsin Statutes are to the 2023-24 version.

In November 2022, Flexibility Capital filed a complaint alleging that Highlights Media LLC and Johnstone defaulted on an agreement they had with Flexibility Capital by failing to make payments required under the agreement. Flexibility Capital sought judgments against Highlights Media LLC and Johnstone jointly and severally for the failed payments, plus costs and interest. In May 2023, the circuit court entered a default judgment against Highlights Media LLC. In July 2023, the court entered a default judgment against Johnstone.

On December 31, 2024, Flexibility Capital filed a non-earnings garnishment summons and complaint listing itself as a creditor, identifying Highlights Media LLC and Johnstone as debtors, and summoning Wells Fargo as garnishee. The summons and complaint required Wells Fargo to answer whether it had in its possession or control any property of the debtors. On January 17, 2025, Wells Fargo answered that it had control or possession of assets belonging to the debtors, and that it was holding funds subject to garnishment in an account owned by “Highlights Media.” Wells Fargo identified Chad Johnstone and Jan Johnstone as trustees of the “Highlights Media” account.

Before Wells Fargo filed its answer, on January 9, 2025, Johnstone filed with the circuit court a document requesting relief from garnishment. Johnstone stated that Highlights Media LLC is owned by “Highlights Media Trust,” that Flexibility Capital does not have a judgment against “Highlights Media Trust,” and that the “Highlights Media Trust” account held by Wells Fargo had been garnished. Johnstone also stated that she had assumed that Flexibility Capital had accepted settlement documents she had sent to Flexibility Capital in November 2024. Johnstone attached several documents to her request for relief, including a letter dated January 9, 2025 addressed to Flexibility Capital and titled “Request for Relief-Accord and Satisfaction.” The letter states that Johnstone was seeking to settle her debt to Flexibility Capital, and that

Johnstone is “[i]n good faith ... issuing a negotiable instrument.” Another attached document titled “HOUSE OF JOHNSTONE PRIVATE BANK CERTIFICATE OF DEPOSIT” states that Johnstone is a private citizen in the capacity of a private bank, and the document purports to certify that Johnstone deposited a certain sum of money. The document does not state the amount of money purportedly deposited or where the purported deposit was made. The court declined to address Johnstone’s request for relief, stating that the court does not get involved in settlement efforts.

On January 10, 2025, Johnstone filed another request for relief, this time by “Accord and Satisfaction.” In this request, Johnstone indicated that she was seeking to settle her debt to Flexibility Capital and requested “relief” by the circuit court in the form of “an Accord and Satisfaction for the Summary Judgment pursuant [to WIS. STAT. §§] 802.03, 802.05, and 403.311(1) (a) and (b).” Johnstone attached various documents to the request. The court denied Johnstone’s request for relief, noting that her various settlement assertions seemed “like a private party negotiation” and that her request for relief seemed predicated on an enforceable “negotiable instrument” that was not produced.

On January 13, 2025, Johnstone filed another request for relief. Johnstone reasserted that she had previously tried to settle the matter with Flexibility Capital, and that Flexibility Capital did not have a judgment against “Highlights Media Trust.” Additionally, Johnstone for the first time asserted that “Highlights Media Trust,” Highlights Media LLC, and Johnstone “never received any service of any documents of garnishment.” She stated that, since “no legal notice was served ... pursuant to [WIS. STAT. §] 812.07(5)[,] the garnishment should be dismissed.”

On January 21, 2025, Flexibility Capital filed a response to Johnstone’s January 13, 2025 request for relief. Flexibility Capital asserted that no payments had been made toward the

judgment. Flexibility Capital argued that Johnstone and Highlights Media LLC had waived service because they had appeared in the garnishment action without challenging service in any of their prior filings. Flexibility Capital also argued that Johnstone and Highlights Media LLC had failed to set forth a legal basis for quashing the garnishment.

On January 22, 2025, the circuit court found that Johnstone and Highlights Media LLC had waived any claim that service was improper and had failed to state a legal basis for quashing the garnishment. The court ordered that the funds being held by Wells Fargo in the Highlights Media account be condemned to Flexibility Capital in partial satisfaction of the judgment. Johnstone requested a hearing on this order, which the court denied. Johnstone appeals the court's January 22, 2025 order.

Johnstone first argues that in her previously submitted "Certificate of Deposit," she tendered a payment to settle the debt owed to Flexibility Capital before the garnishment action involving Wells Fargo was commenced. Specifically, Johnstone argues that "Flexibility Capital received a "[s]tatutorily correct Certificate of Deposit (Negotiable Instrument)." In support of her argument, Johnstone relies on documents that she submitted to the circuit court in her January 9, 2025 request for relief. Johnstone's argument is generally difficult to follow. As best we understand, Johnstone argues that the "certificate of deposit" document satisfied the judgment against her and Highlights Media LLC. For this reason, she argues, the court erred in determining that she had failed to state a legal basis for quashing the garnishment.

Regarding the factual aspect of this issue, we will uphold a circuit court's factual findings unless they are shown to be clearly erroneous. *See Ag Servs. of Am., Inc. v. Krejchik*, 2002 WI App 6, ¶11, 250 Wis. 2d 340, 640 N.W.2d 125. The record shows that, over the course of Johnstone's multiple requests for relief in January 2025, she submitted numerous documents

asserting that she, while acting as her own bank, had issued a “certificate of deposit” to Flexibility Capital. The “certificate of deposit” document is unsigned, undated, and does not indicate to whom or where the alleged deposit was made. Moreover, Flexibility Capital informed the court that it had not received any payment towards the judgment. What remains is the court’s legal conclusion that such a document could not have satisfied the judgment. We conclude that it was not erroneous for the court to have determined, based on fact finding that was not clearly erroneous, that Johnstone had not settled the judgment owed, and that she had failed to state a legal basis for quashing the garnishment.

Johnstone next argues that “pursuant to [WIS. STAT. §§] 812.02, 812.05, and 812.35[,] notice should have been served before [the] garnishment action commenced.” In determining that Johnstone waived service, the circuit court agreed with opposing counsel’s assertion that Johnstone’s appearance and multiple filings in this matter constituted a waiver of service. *See Honeycrest Farms, Inc. v. A.O. Smith Corp.*, 169 Wis. 2d 596, 601-02, 486 N.W.2d 539 (Ct. App. 1992) (a defendant waives a defense for insufficient service of process if the defendant fails to raise the defense in a motion or answer); *see also* WIS. STAT. § 802.06(8)(a) and (b) (a defense of insufficiency of process is waived if a party makes a motion pursuant to § 802.06(2) and omits the defense).

Johnstone acknowledges that the circuit court determined that Johnstone’s January 9, 2025 request for relief constituted a waiver of any service requirement. However, Johnstone fails to develop a legal argument as to how the court erred in reaching that conclusion. *See State v. Pettit*, 171 Wis. 2d 627, 646-47, 492 N.W.2d 633 (Ct. App. 1992) (we may decline to address arguments that are undeveloped); *Industrial Risk Insurers v. American Eng’g Testing, Inc.*, 2009 WI App 62, ¶25, 318 Wis. 2d 148, 769 N.W.2d 82 (“[W]e will not abandon our neutrality

to develop arguments [for a party].”). As the appellant, Johnstone bears the burden of convincing us that the court erred in this determination. See *Gaethke v. Pozder*, 2017 WI App 38, ¶36, 376 Wis. 2d 448, 899 N.W.2d 381 (“[I]t is the burden of the appellant to demonstrate that the [circuit] court erred.”). While we recognize that Johnstone is pro se, she is still required to abide by the same rules governing attorneys. See *Waushara County v. Graf*, 166 Wis. 2d 442, 452, 480 N.W.2d 16 (1992) (“While some leniency may be allowed, neither a trial court nor a reviewing court has a duty to walk pro se litigants through the procedural requirements or to point them to the proper substantive law.”).

Johnstone also contends that the circuit court erred during a March 21, 2023 hearing when it denied a written request by Johnstone and Highlights Media LLC to add the “Chad and Jan Johnstone Family Trust” as a party to this case. Johnstone asserts that because “the bank account is owned by the trust, not all the funds in the account belong to Highlights Media LLC” and were improperly garnished. The court denied the request at a March 21, 2023 hearing. Johnstone did not include a copy of the hearing transcript in the appellate record. Therefore, in the absence of evidence showing the contrary, we must assume that the material in the transcript supports the court’s ruling. See *Gaethke*, 376 Wis. 2d 448, ¶36 (“[W]hen an appellate record is incomplete in connection with an issue raised by the appellant, we must assume that the missing material supports the [circuit] court’s ruling.”).

To the extent that Johnstone intends to make other arguments, we conclude that they are not sufficiently developed on either the facts or the law to merit discussion. See *Pettit*, 171 Wis. 2d 627 at 646-47 (we may decline to address arguments that are undeveloped).

Accordingly, we affirm the circuit court’s January 22, 2025, order denying Johnstone’s request for relief.

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.

Samuel A. Christensen
Clerk of Court of Appeals