



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 IV

May 14, 2026

To:

Hon. Benjamin R. Jones
Circuit Court Judge
Electronic Notice

Mark C. Darnieder Jr.
Electronic Notice

Jeff Okazaki
Clerk of Circuit Court
Dane County Courthouse
Electronic Notice

Angela Marie DiBetta
P.O. Box 44272
Madison, WI 53744

Jesse Jameson James
Electronic Notice

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

2025AP1934

University of Wisconsin Credit Union v. Angela Marie DiBetta
(L.C. # 2024CV2633)

Before Blanchard, Kloppenburg, 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).

Angela Marie DiBetta and Jesse Jameson James, pro se, appeal a replevin judgment that the circuit court granted in favor of University of Wisconsin Credit Union on summary judgment for repossession of two vehicles. 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 August 2024, the credit union filed a replevin summons and complaint stating two causes of action—one for each of two vehicles—and seeking judgments against DiBetta and James jointly and severally.²

In the first cause of action, the credit union made the following allegations. DiBetta obtained a loan from the credit union and, as collateral for the loan, granted the credit union a security interest in her 2013 vehicle. DiBetta then defaulted on the loan and, as a result, the credit union has the right to take possession of the 2013 vehicle.

In the second cause of action, the credit union made the following allegations. DiBetta and James obtained a loan from the credit union and, as collateral for the loan, granted the credit union a security interest in a 2021 vehicle they owned. DiBetta and James then defaulted on that loan and, as a result, the credit union has the right to take possession of the 2021 vehicle.

The credit union attached pertinent documents to the replevin complaint, including documents related to each vehicle that are each titled “Motor Vehicle Consumer Simple Interest Installment Sale and Security Agreement.” The attachments include credit sale agreements for the vehicles, itemizations of the amounts financed for the vehicles, “Truth-In-Lending” disclosures, and provisions granting to the credit union a security interest in each vehicle as collateral. The agreement document relating to the 2013 vehicle appears to be signed by

² Both parties’ briefs refer to the parties by their respective party statuses on appeal, and not by their names, contrary to WIS. STAT. RULE 809.19(1)(i). This makes it more difficult than it should be to follow their arguments. The credit union’s appellate brief also fails to provide an appropriate “statement of facts relevant to the issues presented for review” as required by RULE 809.19(1)(d). Instead of identifying purported undisputed facts based on the summary judgment record, the credit union improperly “adopts the ‘Undisputed Facts’ section of the circuit court’s Order granting” the motion for summary judgment. This makes it difficult for us to determine whether critical facts are disputed.

DiBetta, and the agreement document relating to the 2021 vehicle appears to be signed by both DiBetta and James.

DiBetta and James filed an answer to the replevin complaint in which they denied the allegations and stated various affirmative defenses. DiBetta and James also filed a counterclaim against the credit union, alleging that it violated debt collection laws and that it “violated ... UCC for negotiable instruments, conversion of funds, embezzlement of funds, [and] fail[ed] to properly credit the Promissory Note, which holds the same value as cash.” DiBetta and James attached 90 pages of documents to the counterclaim, although these attachments are not explained or differentiated in the attachment.

The credit union filed a motion for summary judgment in the circuit court. In its briefing on the motion, the credit union argued that it is entitled to summary judgment because “no material issue of fact or law exists[.]” The credit union argued that it had presented evidence that DiBetta and James had “entered into two car loans, and did not make the required payments under those loans. Accordingly, [the credit union] is seeking to exercise its right to repossess the vehicles.”

DiBetta and James argued in their brief opposing summary judgment that there were genuine issues of material fact. DiBetta and James asserted that they had already tendered payment to the credit union for the balance due on the loans, using “valid negotiable instruments.” DiBetta and James also made various assertions that the credit union did not provide evidence that it owned the relevant debt. They also asserted that counsel for the credit union had engaged in deceptive practices under the federal Fair Debt Collections Practices Act.

The circuit court issued a decision and order granting summary judgment in favor of the credit union. The court determined that the credit union had presented the court with evidentiary

facts that established that DiBetta and James defaulted on both loans and that the credit union is entitled to enforce its right to repossess the vehicles as collateral. In contrast, the court determined that DiBetta and James failed to set forth specific evidence supporting their position that there remained genuine issues of material fact to resolve. In particular, the court noted that DiBetta and James's arguments were "not based in law" and that they "present only immaterial facts to the [c]ourt." DiBetta and James appeal the court's order granting summary judgment in favor of the credit union.

Summary judgment is appropriate when no genuine issue of material fact exists and the moving party is entitled to a judgment as a matter of law. WIS. STAT. § 802.08(2); *Stroede v. Society Ins. & R.R. Station, LLC*, 2021 WI 43, ¶9, 397 Wis. 2d 17, 959 N.W.2d 305. A party adverse to summary judgment "may not rest upon the mere allegations or denials of the pleadings[,] but the adverse party's response ... must set forth specific facts showing that there is a genuine issue for trial." § 802.08(3). If the party opposing summary judgment fails to set forth specific facts showing that there is a genuine issue of material fact, summary judgment shall be entered against that party. § 802.08(3). "We review de novo the grant of summary judgment, employing the same methodology as the circuit court." *Palisades Collection LLC v. Kalal*, 2010 WI App 38, ¶9, 324 Wis. 2d 180, 781 N.W.2d 503.

On appeal, DiBetta and James assert "that the circuit court committed reversible error by granting summary judgment despite genuine issues of material fact and procedural violations." In support of this argument, DiBetta and James make the following assertions: (1) DiBetta and James requested a trial and disputed material facts; (2) the court "improperly shifted the burden of proof" because it required DiBetta and James to set forth specific facts showing that there is a genuine issue for trial; (3) the credit union's "refusal to return negotiable instruments created a

genuine issue”; (4) the credit union violated its discovery obligations because it did not respond to DiBetta and James’s requests for documentation; (5) the credit union’s “accounting failed GAAP and statutory standards”; (6) the credit union’s statements about debt collectors violated consumer laws; and (7) cumulative errors violated DiBetta and James’s right to due process.

On our review of the record, we conclude that the assertions that DiBetta and James made in the circuit court in opposition to the motion for summary judgment, to the extent that they were even pertinent to the summary judgment issues, were at best “mere allegations or denials of the pleadings,” and that DiBetta and James failed to “set forth specific facts [supported by evidence in the record] showing that there is a genuine issue for trial.” *See* WIS. STAT. § 802.08(3). Further, now on appeal, DiBetta and James do not develop any of their arguments with citations to pertinent legal authority, and they fail to cite to the record in support of the proposition that there are genuine material issues for trial. “A party must do more than simply toss a bunch of concepts into the air with the hope that either the trial court or the opposing party will arrange them into viable and fact-supported legal theories.” *State v. Jackson*, 229 Wis. 2d 328, 337, 600 N.W.2d 39 (Ct. App. 1999). This court need not consider arguments that are unsupported by adequate factual and legal citations or are otherwise undeveloped. *See Mogged v. Mogged*, 2000 WI App 39, ¶19, 233 Wis. 2d 90, 607 N.W.2d 662 (Ct. App. 1999) (regarding arguments unsupported by record citation); *State v. Pettit*, 171 Wis. 2d 627, 646-47, 492 N.W.2d 633 (Ct. App. 1992) (regarding arguments unsupported by references to legal authority or otherwise undeveloped arguments). While we will make some allowances for the failings of pro se briefs, “[w]e cannot serve as both advocate and judge,” and we will not scour the record in an attempt to develop viable, fact-supported legal theories that could support the appellant’s positions. *Pettit*, 171 Wis. 2d at 647; *see also Jackson*, 229 Wis. 2d at 337.

For all of these reasons, we affirm the circuit court's summary judgment order. Accordingly,

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