

**COURT OF APPEALS
DECISION
DATED AND FILED**

August 18, 2026

Samuel A. Christensen
Clerk of Court of Appeals

NOTICE

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See WIS. STAT. § 808.10 and RULE 809.62.

**Appeal No. 2025AP467
STATE OF WISCONSIN**

Cir. Ct. No. 2023CV504

**IN COURT OF APPEALS
DISTRICT III**

MICHAEL C. KRAMER,

PLAINTIFF-APPELLANT,

V.

**MARK D. KRAMER, INDIVIDUALLY AND AS TRUSTEE OF THE DAVID AND
DONNA KRAMER REVOCABLE TRUST DATED OCTOBER 31, 2011 AND LEAH M.
ALTERS, INDIVIDUALLY AND AS TRUSTEE OF THE DAVID AND DONNA KRAMER
REVOCABLE TRUST DATED OCTOBER 31, 2011,**

DEFENDANTS-RESPONDENTS.

APPEAL from a judgment of the circuit court for Marathon County:
MICHAEL K. MORAN, Judge. *Affirmed.*

Before Stark, P.J., Hruz, and Gill, JJ.

Per curiam opinions 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).

¶1 PER CURIAM. Michael C. Kramer appeals from a summary judgment granted in favor of his brother, Mark D. Kramer, and his niece, Leah M. Alters, both individually and as trustees of the David and Donna Kramer Revocable Trust Dated October 31, 2011 (the Trust).¹ Michael argues that the circuit court erred by concluding that David and Donna Kramer, who are Michael and Mark’s parents, executed an amendment to the Trust in 2016 that divested Michael of beneficiary status and that Michael, therefore, lacks standing to challenge Mark’s acts in his role as trustee. In particular, Michael claims that the amendment to the Trust was invalid because David’s and Donna’s signatures on the document were “notarized” by a paralegal whose notary public commission had expired. Because the paralegal was not a valid notary public, he asserts, the amendment was not properly “acknowledged” under the terms of the Trust, and, therefore, the amendment is invalid, and he remains a beneficiary of the Trust with standing to challenge Mark’s actions as trustee. For the reasons that follow, we reject Michael’s arguments and affirm the circuit court’s judgment.

BACKGROUND

¶2 On October 31, 2011, David and Donna, longtime residents of Wausau, Wisconsin, created the Trust as part of their estate plan. Four of their jointly held properties were transferred into the Trust: three located in Wausau and one located in Arizona. David and Donna were named the initial trustees of the

¹ For ease of reading, and because most of the parties in this appeal share a surname, we will refer to all of the parties by their first names.

When Mark became trustee of the Trust, he added his daughter, Leah, as a limited purpose trustee. Going forward, and also for ease of reading, when we refer to Mark’s actions in this lawsuit, we are referring to Mark and Leah, collectively.

Trust, and Mark and Michael were named beneficiaries of the Trust.² The terms of the Trust provided that Michael would have a 50% interest in the property on Teal Avenue in Wausau, and Mark was also to receive a 50% interest in the Teal Avenue property as well as the entire interest in the remaining three properties.

¶3 In 2016, David and Donna executed an amendment to the Trust that removed Michael as a beneficiary. That amendment modified Section 3.12 of the Trust, which had originally provided as follows: “As soon as practicable after the death of the surviving Settlor, the Trustee shall distribute the real estate with an address of ... Teal Avenue, Wausau, Wisconsin, to our sons, Mark D. Kramer and Michael C. Kramer, in equal shares.” The amendment altered that bequest by “insert[ing] the following as the new Section 3.12 of the Trust”:

As soon as practicable after my death, the Trustee shall distribute the real estate with the address of ... Teal Avenue, Wausau, Wisconsin, to our son Mark D. Kramer. If Mark D. Kramer is no [sic] then living, his share shall be distributed to his children in equal shares, by representation.

Both David and Donna signed the amendment, and it was witnessed and “notarized” by Melinda Nyseth, who worked as a paralegal in their attorney’s office. Unbeknownst to Nyseth, David and Donna, or their attorney, however, Nyseth’s notary public commission had expired and was not valid when she “notarized” the Trust amendment.

¶4 In 2017, Donna passed away, and approximately three years later, David was found “to be incapacitated to make his ... healthcare decisions.”³

² During their marriage, David and Donna had four children: Mark, Michael, Sue Ann, and John. Sue Ann and John predeceased their parents.

³ David died shortly after this case was filed.

Therefore, in accordance with the terms of the Trust, Mark assumed the role of trustee. Michael subsequently alleged that Mark, in his role as trustee, improperly began executing deeds to transfer the properties in the Trust to himself for no consideration, including the Teal Avenue property.

¶5 On September 6, 2023, Michael filed this lawsuit, which sought immediate suspension of Mark’s powers under the Trust, a court order requiring Mark to deed all the properties back to the Trust, the removal of Mark as trustee, and costs and disbursements. Michael argued that the amendment to the Trust, divesting him of beneficiary status, was not valid because Nyseth was not a valid Wisconsin notary public at the time the amendment was signed. Therefore, he asserted that he had standing as a beneficiary to enforce the terms of the Trust.

¶6 Mark moved for summary judgment, requesting that the case be dismissed.⁴ Mark argued that the amendment was properly “acknowledged” pursuant to the terms of the Trust. Therefore, he claimed that the amendment was valid regardless of Nyseth’s notary public status and that he is the sole beneficiary of the Trust.

¶7 Based on the parties’ briefing, the circuit court entered a written decision and order, granting summary judgment to Mark and dismissing the case. The court determined that the amendment was valid because it was executed in compliance with the terms of the Trust. Michael appeals.

⁴ Mark also filed a motion to dismiss, which the circuit court denied.

DISCUSSION

¶18 We “may intervene in the administration of a trust” where our “jurisdiction is invoked by an interested person” to “[d]etermin[e] the validity of all or any part of a trust.” WIS. STAT. § 701.0201(1), (3)(a) (2023-24).⁵ In our review of the Trust provisions, we construe the language of the Trust “so as to give effect to the subjective intent of the settlor[s].” See *State v. Barr*, 78 Wis. 2d 254, 258, 253 N.W.2d 901 (1977). “Where there is no ambiguity inherent in the trust document, that intention may be ascertained from the language of the trust document itself, considered in light of the circumstances surrounding its drafting.” *Id.* The interpretation of a trust provision is a question of law reviewed de novo, applying the same legal principles as the circuit court. *Furmanski v. Furmanski*, 196 Wis. 2d 210, 214, 538 N.W.2d 566 (Ct. App. 1995).

¶19 This case also requires us to consider and apply statutory language. Statutory interpretation and application present issues of law that we review de novo. *Frisch v. Henrichs*, 2007 WI 102, ¶29, 304 Wis. 2d 1, 736 N.W.2d 85. We also independently review a grant of summary judgment, using the same methodology as the circuit court. *Hardy v. Hoefflerle*, 2007 WI App 264, ¶6, 306 Wis. 2d 513, 743 N.W.2d 843. Summary judgment is appropriate where “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” WIS. STAT. § 802.08(2).

⁵ All references to the Wisconsin Statutes are to the 2023-24 version.

¶10 In this appeal, Michael seeks reversal of the circuit court’s summary judgment. According to Michael, because Nyseth was not a valid notary public at the time David and Donna signed the amendment, the amendment was not properly “acknowledged” under the terms of the Trust, and, therefore, the amendment is invalid. As a result, Michael contends that he remains a beneficiary of the Trust with standing to challenge Mark’s actions as trustee. Under the circumstances in this case, we conclude that the circuit court properly granted Mark’s motion for summary judgment because the amendment was validly executed pursuant to Wisconsin law and the terms of the Trust.

¶11 In Wisconsin, “[a] settlor may revoke or amend a revocable trust by substantial compliance with a method provided in the terms of the trust.” WIS. STAT. § 701.0602(3). Section 2.01 of the Trust, titled “Our Powers of Revocation and Amendment,” provides, in relevant part, as follows:

We, at any time during the term of this Trust, while living and competent, may revoke, amend or modify this Trust in whole or part. Said election must be made in writing *with our signature acknowledged* and delivered to the Trustee.... Upon the receipt of our written amendment or modification, the Trustee shall operate this Trust in accordance with the modification requested.

(Emphasis added.)

¶12 It is undisputed that the term “acknowledged” is not defined within the Trust agreement. “The primary goal in contract interpretation is to give effect to the parties’ intentions.” *Seitzinger v. Community Health Network*, 2004 WI 28, ¶22, 270 Wis. 2d 1, 676 N.W.2d 426. “We ascertain the parties’ intentions by looking to the language of the contract itself.” *Id.* Accordingly, the issue in this case comes down to whether the term “acknowledged” in Section 2.01 of the Trust was intended by David and Donna to mean that their signatures be notarized. We

first look to the accepted meaning of the term. While one definition of acknowledged is “[t]o confirm as genuine before an authorized officer,” the term also means “[t]o recognize (something) as being factual or valid.” *Acknowledge*, BLACK’S LAW DICTIONARY (12th ed. 2024). That definition is distinct from the meaning of “notarized,” which means “to attest to the authenticity of (a signature, mark, etc.).” *Notarize*, BLACK’S LAW DICTIONARY (12th ed. 2024).

¶13 We next consider canons of construction. As Mark argues, and as the circuit court also recognized, other provisions of the Trust demonstrate that “acknowledged” was not intended to have the same meaning as “notarized” because both terms appear in the Trust language in different sections. For example, Section 1.10 of the Trust, titled “Scrivener’s Errors,” provides, in part, that an “error[] may be corrected by us in a signed, notarized document at any time after this Trust Agreement has been executed.” The difference between Sections 1.10 and 2.01 demonstrates that David and Donna intentionally used these terms to convey different requirements. Thus, the fact that notarization was not required to amend the Trust under Section 2.01, given that David and Donna knew how to draft that as a requirement within other areas in the Trust’s language, supports the conclusion that notarization was not required to acknowledge their signatures and amend the Trust.

¶14 Michael argues, however, that while “[t]he Trust does not define ‘acknowledged,’” the Wisconsin statutes do. Citing WIS. STAT. § 706.06 and WIS. STAT. ch. 140, he states that “Wisconsin statutes define which persons can ‘acknowledge’ signatures as a valid commissioned Notary, public official or a licensed attorney,” with the implication being, we assume, that only those individuals are authorized to acknowledge signatures under the law. While it is a fact that notary publics are authorized to acknowledge documents, see WIS. STAT.

§§ 140.01(1), 140.05(1), as the circuit court explained, “that does not mean notaries public are the only ones authorized to acknowledge documents, or that acknowledgment is equivalent to notarization.” “[A]n acknowledgment is a method of authenticating an instrument by showing that it was the act of the person executing it.” *Kellner v. Christian*, 197 Wis. 2d 183, 192, 539 N.W.2d 685 (1995). Notarization is one way to accomplish an acknowledgment, but it is not the only way.

¶15 Under WIS. STAT. § 706.06(1), “[a]ny instrument may be acknowledged, or its execution otherwise authenticated by its signators, as provided by the laws of this state; or as provided in this section or [WIS. STAT.] ch. 140.” The reference to ch. 140 refers to acknowledgment or authentication by a notary public, and because Nyseth was indisputably not a notary public, that provision of the statute is irrelevant here. See WIS. STAT. § 140.01(1). Instead, an instrument may also be acknowledged or authenticated without notarization, provided there is compliance with “the laws of this state.” Sec. 706.06(1).

¶16 Under the laws of the state of Wisconsin, a trust amendment may be acknowledged and authenticated without a notary public by relying on alternative methods of authentication provided under WIS. STAT. § 909.01. That statute provides that “[t]he requirements of authentication or identification as a condition precedent to admissibility are satisfied by evidence sufficient to support a finding that the matter in question is what its proponent claims.” *Id.* WISCONSIN STAT. § 909.015 further outlines that “authentication or identification conforming with the requirements of [§] 909.01” may be accomplished by, for example, “[t]estimony of a witness with knowledge that a matter is what it is claimed to be.” Sec. 909.015(1).

¶17 Here, Nyseth satisfied the requirement in WIS. STAT. § 909.01 by submitting an affidavit affirming that she knew David and Donna, that she confirmed their identities, that she determined that they were signing the amendment “knowingly and voluntarily,” and that she “personally witnessed” David and Donna sign the amendment. Furthermore, Nyseth testified to these same facts under oath in a prior proceeding, Marathon County Case No. 2021CV506.⁶ Michael does not allege that David or Donna lacked capacity at the time they executed the amendment, that undue influence was exerted on them, or that Nyseth was fabricating her testimony. Accordingly, we conclude that Nyseth’s acknowledgment of David’s and Donna’s signatures substantially complied with the terms of Section 2.01 of the Trust and was sufficient to authenticate their signatures under Wisconsin law. Therefore, the amendment to the Trust is valid.

¶18 Michael’s arguments in opposition focus first on his claim that this issue presents a disputed issue of material fact that requires a trial. However, we disagree with Michael: what constitutes acknowledgment is a question of law, not fact. In other words, there is no question that Nyseth “acknowledged” the signature. The question is whether she properly did so under the law because she was not a notary, public official, or a lawyer. Thus, this issue is capable of being decided on summary judgment.

¶19 Additionally, Michael argues that the term “acknowledged” is ambiguous because “it is not defined in the Trust.” Language is ambiguous “if it

⁶ As the circuit court explained, “[t]he only consequence of the lapse in Ms. Nyseth’s commission is that the amendment is not self-authenticating under WIS. STAT. § 909.02(8)” because she is not a valid notary public.

is capable of being understood by reasonably well-informed persons in two or more senses.” See *State ex rel. Kalal v. Circuit Ct. for Dane Cnty.*, 2004 WI 58, ¶47, 271 Wis. 2d 633, 681 N.W.2d 110. A term is not ambiguous merely because it is not specifically defined in the document. We have concluded, as a matter of law, that acknowledgment does not require notarization under the terms of the Trust, and Michael does not argue any other ambiguity. We therefore reject Michael’s argument on this issue.

¶20 Finally, Michael asserts that we should answer the question of “whether a person who let her notary commission expire for over six (6) years ... continue to act like she was a valid notary signing and utilizing her notary seal and claiming ‘acknowledgment’ powers.” We conclude, however, that this issue is irrelevant. Mark concedes that Nyseth was not a notary, and, therefore, he does not argue that she was authorized to acknowledge the amendment by virtue of WIS. STAT. ch. 140. Instead, as explained above, Mark correctly asserted that Nyseth can acknowledge and authenticate David’s and Donna’s signatures under other provisions of Wisconsin law, she properly did so, and the amendment substantially complied with the requirement in Section 2.01 of the Trust.

¶21 Because the amendment to the Trust was validly executed, Michael is no longer a beneficiary of the Trust, and, therefore, he is not an interested party and lacks standing to challenge Mark’s actions as trustee.

By the Court.—Judgment affirmed.

This opinion will not be published. See WIS. STAT. RULE 809.23(1)(b)5.

