

**COURT OF APPEALS
DECISION
DATED AND FILED**

September 30, 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. 2025AP1239

Cir. Ct. No. 2025CV71

STATE OF WISCONSIN

**IN COURT OF APPEALS
DISTRICT II**

TERRENCE JAMAL FITCH,

PLAINTIFF-APPELLANT,

V.

**EDUCATORS CREDIT UNION AND
LANDMARK CREDIT UNION,**

DEFENDANTS-RESPONDENTS.

APPEAL from orders of the circuit court for Racine County:
EUGENE A. GASIORKIEWICZ, Judge. *Affirmed and cause remanded with
directions.*

Before Lazar, P.J., Gundrum, and LoCoco, 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. Terrence Jamal Fitch appeals, pro se, from circuit court orders granting Educators Credit Union’s (Educators) and Landmark Credit Union’s (Landmark) motions to dismiss, imposing sanctions, and denying his motion for reconsideration.¹ Based upon our review of the briefs and Record, for the following reasons, we affirm and remand for an award of attorney’s fees.

BACKGROUND

¶2 In February 2015, Fitch took out a real estate mortgage note from Educators that was secured via a mortgage recorded in Racine County. In October 2018, Fitch took out a home equity line of credit from Landmark, also secured via a mortgage recorded in Racine County.

¶3 Fitch then attempted to satisfy both loans by tendering payment through bogus documents. In August 2024, Fitch mailed to each Educators and Landmark documents titled “International Bill of Exchange[,]” which were neither valid negotiable instruments nor legal tender. Fitch asserted that each fictitious bill of exchange paid off his outstanding loan balances to Educators and Landmark. Neither Educators nor Landmark accepted Fitch’s documents to discharge his loan obligations.

¶4 In January 2025, Fitch filed this action complaining that Educators and Landmark did not accept his bogus instruments. Both Educators and Landmark separately filed motions to dismiss and for sanctions. At the April 2025

¹ Fitch does not make an argument on the topic of his motion for reconsideration. As this issue is undeveloped, we address it no further. See *State v. Pettit*, 171 Wis. 2d 627, 646-47, 492 N.W.2d 633 (Ct. App. 1992) (declining to address unsupported and inadequately developed arguments because the court “cannot serve as both advocate and judge”).

motion hearing, Fitch refused to properly acknowledge that he was the plaintiff in the proceeding and continued to refuse despite repeated requests by the circuit court. Fitch disrupted the proceedings and continued to interrupt even after repeated admonitions from the court. The court granted both motions and dismissed the complaint with prejudice. The court found by clear and convincing evidence that the action was pursued by Fitch “solely for purposes of harassing or maliciously injuring another,” and that Fitch “knew or should have known that the action was without any reasonable basis in law or equity and could not be supported by a good faith argument for an extension, modification, or reversal of existing law.”

¶15 The circuit court awarded sanctions under WIS. STAT. § 895.044(2) (2023-24).² The court gave Educators and Landmark 14 days to submit declarations identifying the amount of attorney’s fees and costs incurred in defending against Fitch’s claims. It likewise gave Fitch 14 days thereafter to file a motion objecting to the fees and sanctions. In May 2025, the court awarded attorney’s fees and costs to both defendants. The court stated:

This action has never been recognized in any court in the United States as being valid or successful. It is an attempt to eliminate a valid commercial debt and lien upon [Fitch]’s property that was voluntarily entered into by [Fitch] in exchange for recognized United States currency. It was *ab initio* without legal merit. His continued pursuing of this matter, after being advised of the frivolous nature, demands the imposition of the requested attorney fees in this matter.

² All references to the Wisconsin Statutes are to the 2023-24 version.

¶6 Thereafter, Fitch filed a motion for reconsideration, which the circuit court denied. Fitch filed a second motion for reconsideration, which the court likewise denied.

¶7 Fitch appeals.

DISCUSSION

¶8 Fitch asserts several claims: (1) the circuit court erred in granting the motions to dismiss; (2) he did not receive due process at the April 2025 motion hearing; (3) the court erred in imposing sanctions under WIS. STAT. § 895.044; (4) the April 30, 2025 written order was not a proper final order; and (5) the court erred by not granting leave for Fitch to amend the complaint.

¶9 At the outset, Fitch does not refute Educators’ or Landmark’s arguments via a reply brief, and, therefore, he concedes them. *See United Coop. v. Frontier FS Coop.*, 2007 WI App 197, ¶39, 304 Wis. 2d 750, 738 N.W.2d 578 (holding that appellant’s failure to respond in a reply brief to an argument made in respondent’s brief may be taken as a concession). Despite Fitch’s concession, we address his claims below.³

³ We further note that Fitch’s brief cites to legal authority that does not exist or is unrelated to the proposition for which it was cited. This is a violation of WIS. STAT. RULE 809.19(1)(e). Landmark pointed out these false and inaccurate citations in its response brief. We do not impose additional sanctions under our authority pursuant to WIS. STAT. RULE 809.83(2), but we caution Fitch that it is not a defense if he obtained these false/incorrect citations from generative AI for legal research, which often results in nonexistent or misreported cases. Although we liberally construe a pro se litigant’s filings, a pro se appellant is nevertheless “bound by the same rules that apply to attorneys on appeal.” *Waushara County v. Graf*, 166 Wis. 2d 442, 452, 480 N.W.2d 16 (1992).

I. Motion to dismiss

¶10 We review de novo a circuit court’s dismissal of a complaint for failure to state a claim. *Data Key Partners v. Permira Advisers LLC*, 2014 WI 86, ¶17, 356 Wis. 2d 665, 849 N.W.2d 693. “A motion to dismiss for failure to state a claim [under WIS. STAT. § 802.06] tests the legal sufficiency of the complaint.” *Data Key Partners*, 356 Wis. 2d 665, ¶19 (citation omitted). “Plaintiffs must allege facts that, if true, plausibly suggest a violation of applicable law.” *Id.*, ¶21.

¶11 We conclude that Fitch’s claims were insufficient as a matter of law because they hinge on the false proposition that the documents he proffered to satisfy his loans are valid negotiable instruments or legal tender. Therefore, the facts alleged by Fitch do not suggest any violation of applicable law. Thus, Fitch may not recover damages or relief based upon his claims against either Educators or Landmark. We affirm the circuit court’s dismissal of Fitch’s complaint.

II. Due process

¶12 Whether a party was denied procedural due process presents a question of law that we review de novo. *State v. David J.K.*, 190 Wis. 2d 726, 738, 528 N.W.2d 434 (Ct. App. 1994). We review the circuit court’s findings of evidentiary facts under the clearly erroneous standard. *Id.* “Generally, the fundamental or essential requirement of procedural due process of law is notice and hearing, that is opportunity to be heard ... before a court[.]” *Mid-Plains Tel., Inc. v. Public Serv. Comm’n*, 56 Wis. 2d 780, 785-86, 202 N.W.2d 907 (1973). “[D]ue process is satisfied ‘if the procedures provide an opportunity to be heard at a meaningful time and in a meaningful manner.’” *Piper v. Popp*, 167 Wis. 2d 633, 644, 482 N.W.2d 353 (1992) (citation omitted). A court “need not accord ... oral

argument in order to satisfy [the] due process right to be heard in a meaningful manner.” *State ex rel. Sahagian v. Young*, 141 Wis. 2d 495, 501, 415 N.W.2d 568 (Ct. App. 1987).

¶13 At the April 2025 motion hearing, the circuit court gave Fitch the opportunity to be heard, up until Fitch’s continued interruptions caused the court to end the hearing. While Fitch had the opportunity to participate in the hearing, he refused to acknowledge that he was the plaintiff⁴ and made inappropriate objections cutting off defense counsel’s arguments. The court was acting within its inherent authority when it ended the hearing. “The general control of the judicial business before it is essential to the court if it is to function. ‘Every court has inherent power, exercisable in its sound discretion, consistent within the Constitution and statutes, to control disposition of causes on its docket with economy of time and effort.’” *Latham v. Casey & King Corp.*, 23 Wis. 2d 311, 314, 127 N.W.2d 225 (1964) (citation omitted). We conclude Fitch was afforded procedural due process.

III. Sanctions

¶14 “We review the [circuit] court’s decision to impose sanctions and the appropriateness of the sanctions ordered under an erroneous exercise of discretion standard.” *Lee v. GEICO Indem. Co.*, 2009 WI App 168, ¶16, 321 Wis. 2d 698, 776 N.W.2d 622. “A circuit court’s discretionary decision will be sustained if it examined the relevant facts, applied a proper standard of law and, using a demonstrated rational process, reached a conclusion that a reasonable

⁴ As such, the circuit court memorialized in its April 30, 2025 order that “[n]o appearance was entered for Terrence Jamal Fitch.”

judge could reach.” *Jandrt ex rel. Brueggeman v. Jerome Foods, Inc.*, 227 Wis. 2d 531, 549, 597 N.W.2d 744 (1999). “Whether the circuit court’s determinations of fact support a conclusion that a lawsuit was continued frivolously, however, is a question of law that this court reviews independently[.]” *Donohoo v. Action Wis., Inc.*, 2008 WI 56, ¶35, 309 Wis. 2d 704, 750 N.W.2d 739.

¶15 The circuit court sanctioned Fitch for his frivolous claims pursuant to WIS. STAT. § 895.044(2). In pertinent part, that statute states:

(1) A party or a party’s attorney may be liable for costs and fees under this section for commencing, using, or continuing an action ... to which any of the following applies:

(a) The action ... was commenced, used, or continued in bad faith, solely for purposes of harassing or maliciously injuring another.

(b) The party or the party’s attorney knew, or should have known, that the action ... was without any reasonable basis in law or equity and could not be supported by a good faith argument for an extension, modification, or reversal of existing law.

Sec. 895.044(1)(a)-(b). “Once a party knows or should have known that a claim is not supported by fact or law, it must dismiss or risk sanctions.” *Jandrt*, 227 Wis. 2d at 563.

¶16 The circuit court found by clear and convincing evidence that Fitch both commenced and continued this action “in bad faith, solely for purposes of harassing or maliciously injuring another[.]” The court further found that Fitch “knew or should have known that the action was without any reasonable basis in law or equity and could not be supported by a good faith argument for an extension, modification, or reversal of existing law.” The court further explained

its ruling in its subsequent orders. These factual findings were not clearly erroneous. Based on Fitch’s plainly frivolous claims, we conclude that sanctions pursuant to WIS. STAT. § 895.044 were entirely appropriate, and the circuit court did not err in reaching its correct ruling.

IV. The April 30, 2025 circuit court order

¶17 Fitch questions the finality of the circuit court order dated April 30, 2025, in which the court dismissed the complaint and awarded sanctions, leaving open the amount of fees and costs. Yet, we determine the order was final. *See, e.g., Morway v. Morway*, 2025 WI 3, ¶21, 414 Wis. 2d 378, 15 N.W.3d 886 (“The only task left for the circuit court was to determine the amount of costs, which does not affect the finality of a prior order.”). Regardless, Fitch’s argument does not affect the disposition of his appeal, which was timely and which challenges the final orders of the court.

V. Leave to amend the complaint

¶18 “A [circuit] court’s decision to grant leave to amend a complaint is discretionary.” *Finley v. Culligan*, 201 Wis. 2d 611, 626, 548 N.W.2d 854 (Ct. App. 1996). We conclude the circuit court was within its discretion to decline to give Fitch the opportunity to amend his complaint, which it deemed plainly frivolous. As discussed above, Fitch’s complaint is based on facts that do not suggest any violation of applicable law and an amended complaint would not salvage his claims.

VI. Sanctions upon appeal

¶19 Landmark argues that it is entitled to attorney’s fees for this appeal. “[U]pon an appeal from a ruling of frivolousness, the [appellate] court need not

determine whether the appeal itself is frivolous before it can award appellate costs and reasonable attorney's fees. Rather, if the claim was correctly adjudged to be frivolous in the [circuit] court, it is frivolous per se on appeal." ***Riley v. Isaacson***, 156 Wis. 2d 249, 262, 456 N.W.2d 619 (Ct. App. 1990).

¶20 Fitch should have known that his appeal was without any reasonable basis in law or equity and was unsupportable by a good-faith argument for a change in existing law. Therefore, his appeal of the circuit court's determination that his action was frivolous is also frivolous. Accordingly, we remand the cause for an award of attorney's fees on appeal.

By the Court.—Orders affirmed and cause remanded with directions.

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

