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DISTRICT III

October 20, 2026

To:

Hon. John B. Rhode
Circuit Court Judge
Electronic Notice

Eric Estes
Electronic Notice

Tina Wild
Clerk of Circuit Court
Langlade County Courthouse
Electronic Notice

Platinum Property Management
Suite 100
1424 Schofield Ave.
Schofield, WI 54476

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

2024AP818

Platinum Property Management v. Eric Estes
(L. C. No. 2023SC205)

Before Stark, P.J.¹

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).

Eric Estes, pro se, appeals from a judgment, in the amount of \$379.50, entered against him in this small claims action. Estes argues that the circuit court erred by finding that he was liable for certain fees pursuant to the terms of his lease agreement. Based on our review of the briefs and record, we conclude that this case is appropriate for summary disposition. See WIS. STAT. RULE 809.21. For the reasons that follow, we reject Estes' arguments and affirm the judgment.

¹ This appeal is decided by one judge pursuant to WIS. STAT. § 752.31(2) (2023-24). All references to the Wisconsin Statutes are to the 2023-24 version.

Estes leased a residential property in Antigo, Wisconsin, from Platinum Property Management (PPM) in April 2022, and his lease was automatically renewed in April 2023 for one year. Estes received housing assistance with his rent and some related expenses through the Department of Housing and Urban Development's (HUD) Housing Choice Voucher Program.

On June 26, 2023, PPM filed a small claims summons and complaint, seeking Estes' eviction and money damages in the amount of \$370.20. PPM's complaint was later dismissed without prejudice by the circuit court after PPM filed a stipulation for dismissal, which was not signed by Estes, and then failed to appear at a hearing.

Despite the entry of the dismissal order, PPM subsequently filed an amended small claims summons and complaint in the same case on October 11, 2023, seeking Estes' eviction and money damages of \$590.91. PPM filed a second amended complaint on February 27, 2024, which again demanded Estes' eviction and damages in the increased amount of \$828.47.

After settlement efforts and mediation failed, the circuit court held a bench trial on April 8, 2024. PPM no longer sought to have Estes evicted. However, PPM continued to seek money damages in the amount demanded in the second amended complaint for past due landlord liability insurance (LLI), utilities, and late fees as itemized on a rent ledger that PPM maintained in an "online portal" and that was accessible to Estes.

Estes, for his part, denied liability in any amount, arguing that the lease provisions and PPM's ledger were confusing. Estes claimed that he did not understand until July 2023 that, pursuant to the terms of his lease agreement, he was responsible for paying a monthly fee for LLI if he did not have renter's insurance, and he stated that he obtained renter's insurance in August 2023. In addition, Estes denied that he had failed to timely pay any utility bills, and he

further argued that he was not responsible for late fees that were incurred as a result of HUD's failure to make timely payments or the filing fee and service fees incurred by PPM to commence this small claims action and to serve him with the pleadings.

In response, PPM's representative testified that PPM's rent ledger system calculates the balance that tenants owe as a running total. Therefore, because Estes failed to pay the monthly LLI fee from the inception of the lease, any amounts Estes paid for rent and utilities were applied to the outstanding balance first, rather than the expenses for which Estes actually remitted payment. As a result, Estes was continuously in default on his payments and incurring late fees.

After hearing the evidence and reviewing the parties' exhibits, the circuit court granted judgment against Estes and in favor of PPM in the amount of \$379.50. The court agreed with Estes that the lease and the records provided by PPM were "deplorable" and "confusing." It found, however, that the original lease, which Estes acknowledged he had signed, required Estes to obtain renter's insurance and stated that if he failed to show proof of coverage, he was required to pay \$9.50 each month for LLI. Since Estes did not have renter's insurance for 14 months, the court found that he owed \$133.00, plus the filing fee of \$94.50, \$20.00 in other costs, and service fees in the amount of \$132.00. Estes appeals.

On appeal, Estes does not deny that the lease required that he pay a monthly fee for LLI if he did not maintain renter's insurance, and he does not question whether the circuit court correctly determined that he owed \$133 for the unpaid LLI fees. Further, he does not question the court's order requiring him to pay the filing and service fees.

Instead, Estes raises four unrelated claims that we conclude are undeveloped and without merit.² Overall, beyond a few statute citations, Estes’ arguments on appeal lack citations to legal authority and/or developed arguments in support of his positions. See **State v. Pettit**, 171 Wis. 2d 627, 646-47, 492 N.W.2d 633 (Ct. App. 1992) (stating that the court of appeals need not address undeveloped arguments or arguments unsupported by references to legal authority). While we acknowledge that Estes is a pro se litigant for whom “some leniency may be allowed,” pro se litigants “are 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), and “we will not abandon our neutrality to develop arguments” for the parties, **Industrial Risk Insurers v. American Eng’g Testing, Inc.**, 2009 WI App 62, ¶25, 318 Wis. 2d 148, 769 N.W.2d 82. Nevertheless, in the interest of completeness, we will address Estes’ arguments as best we are able to discern them.³

Estes first asserts a due process claim, contending that the circuit court erred by entering a judgment against him based upon PPM’s “altered and unverified rent ledger.” He further argues that PPM’s failure to provide the statutorily required five-day notice to cure his default deprived him “of a fair opportunity to address and contest the charges.” A copy of the initial

² Estes did not file a counterclaim or make a separate claim for damages in the circuit court, but he did file a position statement during the trial that contained the same arguments he now raises on appeal. The circuit court gave Estes the opportunity to argue his case and to question the PPM representative at trial, but Estes failed to properly question the witness. As a result, Estes’ claims were not discussed by the parties or the court during the trial. To preserve an issue for appeal, a party must raise the issue “with sufficient prominence such that the [circuit] court understands that it is called upon to make a ruling.” **Schwittay v. Sheboygan Falls Mut. Ins.**, 2001 WI App 140, ¶16 n.3, 246 Wis. 2d 385, 630 N.W.2d 772.

³ PPM did not file a response brief. On December 5, 2024, we issued an order giving PPM five additional days to either file a brief or request an extension. We warned PPM that in the absence of a response, we could summarily reverse the circuit court’s order under WIS. STAT. RULE 809.83(2). PPM did not submit a brief or request an extension; therefore, on January 14, 2025, we took “this appeal under submission ... for review based upon the record and appellant’s brief.”

five-day notice provided to Estes by PPM, which identifies the basis for Estes' claimed delinquency and the amount required to cure his default, is included in the record on appeal. Further, Estes admitted during the bench trial that PPM "ha[d] sent [him] more than five—or more than a dozen, five-day notices to pay or quit, alleging that [he] owe[d] late fees and past due rent." Estes also acknowledged having access to PPM's online rent ledger at all times prior to the trial. Therefore, Estes had notice of the amounts that he was obligated to pay, and he had the opportunity to be heard at the trial on the amount that PPM claimed was due. His due process rights were not violated.

Estes next contends that PPM engaged in fraudulent misrepresentation by failing to verify the amount it claimed was due, failing to provide him with a copy of the LLI policy, and concealing the true cause of the late fees charged. See *Batt v. Sweeney*, 2002 WI App 119, ¶13, 254 Wis. 2d 721, 647 N.W.2d 868 ("The elements of fraud are a false representation made with intent to defraud and reliance by the injured party on the misrepresentation."). As the circuit court found, Estes acknowledged that he signed the lease and that a term in the lease required that he pay a fee of \$9.50 for each month that he did not maintain renter's insurance on the leased premises. The fact that he also claimed he did not understand what that term meant does not relieve him of this contractual obligation. See *Raasch v. City of Milwaukee*, 2008 WI App 54, ¶10, 310 Wis. 2d 230, 750 N.W.2d 492 ("[E]ither not reading a contract or not being aware of its unambiguous terms does not relieve a party from being bound by a contract he or she has signed."). The PPM rent ledger evidenced, and Estes acknowledged, that he did not pay the LLI fee for 14 months. Further, Estes fails to identify any language in the lease requiring PPM to provide a copy of the LLI policy to Estes. And, finally, Estes fails to show how PPM's failure to verify the total amount it claimed he owed caused him damage.

Estes also argues that PPM engaged in abuse of process by filing multiple lawsuits without valid grounds, intending to harass, intimidate, and coerce him into paying unsubstantiated fees. To prevail on an abuse of process claim, a plaintiff must prove that: (1) the defendant had a purpose other than that which the process was designed to accomplish; and (2) the defendant misused the process to accomplish a purpose other than that it was designed to accomplish. WIS JI—CIVIL 2620. Estes presented no evidence to attempt to prove either of these elements. Further, Estes’ abuse of process claim is without merit because the circuit court found that Estes failed to pay the LLI fee for several months, i.e., the fees were not unsubstantiated.

Finally, Estes asserts that PPM’s multiple lawsuits were filed to discriminate and retaliate against him, in violation of WIS. STAT. § 106.50 and 42 U.S.C. § 3604, for requesting verification of fees and filing complaints with the Public Housing Authority. Again, beyond making this statement, Estes neither cites evidence in the record in support of these claims nor explains how the facts in this case (where the circuit court initially dismissed the case based on a mistaken understanding about a stipulation) would constitute harassment or coercion.⁴

We conclude that the circuit court did not err by entering judgment against Estes for the amount he was contractually obligated to pay as well as statutory costs and disbursements incurred by PPM in bringing this small claims action.

⁴ To the extent that Estes mentions additional issues in his brief or raises arguments that we have not addressed, those issues are deemed insufficiently developed to warrant individual discussion. See *State v. Waste Mgmt. of Wis., Inc.*, 81 Wis. 2d 555, 564, 261 N.W.2d 147 (1978) (“An appellate court is not a performing bear, required to dance to each and every tune played on an appeal.”).

Therefore,

IT IS ORDERED that the judgment is summarily affirmed. 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