

**COURT OF APPEALS
DECISION
DATED AND FILED**

October 27, 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. 2025AP1323

Cir. Ct. No. 2025CV148

STATE OF WISCONSIN

**IN COURT OF APPEALS
DISTRICT III**

AMERICAN NATIONAL BANK,

PLAINTIFF-RESPONDENT,

V.

MATTHEW PHILLIP HANSEN,

DEFENDANT-APPELLANT.

APPEAL from a judgment of the circuit court for St. Croix County:
SCOTT R. NEEDHAM, 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. Matthew Phillip Hansen, pro se, appeals from a summary judgment in favor of American National Bank (the Bank). The Bank

was granted a money judgment and a judgment for replevin of a 2015 Audi that was the subject of a loan agreement. Hansen argues, for a number of reasons, that the circuit court erred by granting judgment against him. For the reasons that follow, we reject Hansen’s arguments and affirm.

BACKGROUND

¶2 On September 10, 2024, Hansen executed an Iowa Vehicle Retail Installment Contract (the Contract) for the principal amount of \$20,586.50 to purchase the Audi from Carousel Motors in Iowa City, Iowa (the dealer). In exchange, Hansen granted the dealer a secured interest in the Audi. The Contract was thereafter assigned by the dealer to the Bank as stated on the Contract. The Bank perfected its security interest in the Audi.

¶3 Pursuant to the Contract’s terms, Hansen’s first monthly payment of \$361.52 was due on October 25, 2024. Therefore, as averred by declaration of Candice Hanson,¹ the Bank’s Consumer Loan Collections Manager, the Bank sent Hansen “a Notice of Loan Payment Due dated October 9, 2024,” which noted the applicable due date and provided Hansen “with a receipt to return with [the] first payment.” Hansen returned the notice to the Bank with several handwritten comments suggesting that a loan payoff payment of \$20,787 was included with the returned notice; however, no payment was included.

¶4 Instead of a payment, Hansen sent a document entitled “Affidavit: Novation, Orders, Clarification and Statement of Value and

¹ Going forward, because Candice and Hansen share a similar surname, we will refer to Candice by her first name.

Consideration,” which was directed to the Bank and signed by Hansen. In that document, Hansen alleged, among other things, that

[t]here are two persons at play here. One is a “natural person” and the other is a public corporation. The public corporation ..., MATTHEW PHILLIP HANSEN, will be the primary person mentioned on all documents and litigation and then the natural person, Matthew Phillip Hansen, speaks on behalf of the public corporation because the public corporation cannot speak or write.

The document further asserted, as relevant, the following “Points of Novation”:

4. All negotiable instruments (promissory notes and bills of exchange) involving all transactions on all accounts past, present and future, are hereby novated under fraud (lack of clear conditions/terms, fraud, unjust enrichment, etc)....

....

6. Anything that was previously pledged as collateral on any accounts or loans, above and beyond the original promissory note that now has a qualified/special indorsement, is hereby released and is no longer attached as collateral on any accounts.

7. All interest payable on all notes or bills are now claimed by MATTHEW PHILLIP HANSEN and Smokey The Bear and that controversy needs to be sorted out right away so we can determine what service fee that any banking/financial organization will be getting for the service of currency exchange at the Federal Reserve Discount Window.

....

Please also release all liens or any other security interest that has been filed in any way for any asset and please destroy any Certificates of Title or any other securities showing a “security interest” for anything associated with our contracts.

All assets will now be held in full dominion in private trusts that are located in the Nation of The Amnesty Coalition. Do not list the public corporation as a “registered owner” or release any documentation showing a security interest. Anything issued of this type will be securities fraud and will be handled with litigation (civil and criminal).

¶5 On December 9, 2024, the Bank sent Hansen another Notice of Loan Payment Due “as a result of [Hansen’s] failure to remit payment and disputing [Hansen’s] claims that the transaction was anything more than a simple vehicle loan that [Hansen] had not made any payments under.” Again, Hansen returned the notice, and he handwrote that a payment of \$21,202.67 was included. However, no payment was sent.

¶6 In January 2025, Hansen sent another document to the Bank, entitled “Affidavit of Truth: Claims, Orders and Opportunity to Cure,” which was signed by Hansen and notarized. In that document, Hansen alleged that this “[a]ffidavit becomes judgement in commerce” and stated that the Bank “did not ‘loan’ anything to MATTHEW P HANSEN”; instead, “this was a currency exchange, not a loan.” Although Hansen admitted that “[a] promissory note was indorsed and issued in good faith by Matthew P Hansen under the false assumption that [the Bank] was actually giving MATTHEW P HANSEN something of value that was a detriment to [the Bank],” he stated that “[t]he [C]ontract between [the Bank] and MATTHEW P HANSEN is fraud.”

¶7 In accordance with WIS. STAT. §§ 425.104 and 425.205 (2023-24),² the Bank served Hansen with a notice of right to cure default on February 5, 2025. Hansen responded with a signed document titled “Affidavit of Truth: Claims, Orders and Opportunity to Cure,” within which he alleged that “[i]f either party decides, during the life of a contract, that consideration is no longer equal, then that contract can be instantaneously canceled from that moment”; that the loan had “been completely satisfied by way of negotiable instrument”; that *the Bank* was

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

“in default”; that the Audi was “NOT collateral”; and that the loan was “to be fully satisfied and closed” because “[t]he account has been ‘paid in full.’”

¶8 On February 27, 2025, the Bank sent Hansen a verification of the debt owed, and on February 28, 2025, it sent a second Notice of Default and Right to Cure. Hansen responded with a signed and notarized document titled “Affidavit of Truth: Claims, Orders and Opportunity to Cure,” which included the same assertions he had made in prior “affidavits” he had mailed to the Bank.

¶9 In March 2025, the Bank filed this lawsuit seeking to enforce the Contract. Hansen filed an answer along with several counterclaims, including claims asserting Fair Debt Collection Practices Act violations, fraudulent misrepresentation, theft and dishonor of instrument, due process violations, civil rights violations, and estoppel by acquiescence. On May 6, 2025, Hansen filed a “Notice of Special Appearance,” which stated, in part, as follows:

NOW COMES Matthew- Phillip: Hansen, a living man, appearing specially and without granting consent to the jurisdiction of this Court, without prejudice and with all rights reserved under [U.C.C. § 1-308]. This appearance is made solely for the purpose of preserving rights, correcting misidentification, and challenging defects in the [Bank’s] filings and conduct.

1. This filing and any responsive pleadings hereafter are submitted strictly under **Special Appearance** and shall not be construed as voluntary submission to this Court’s jurisdiction.

¶10 The Bank filed a motion for summary judgment on May 13, 2025, and Hansen objected to that motion. Hansen also filed a number of motions including: a motion to strike portions of the Bank’s reply to his counterclaims; a motion to compel the Bank to file a verified complaint; a motion for sanctions due to bad faith, dishonor, and abuse of process; a motion (and a revised motion) for a temporary restraining order and preliminary injunction; a motion for leave to

supplement the record; a motion to strike the Bank's summary judgment motion; and a motion for a jury trial.

¶11 The circuit court held a nonevidentiary hearing on the Bank's motion for summary judgment. After hearing arguments from the parties, the court requested that the Bank send the "original [C]ontract" to the clerk of court by "registered or certified mail." The Bank delivered the original Contract to the court, as requested, and the court entered a written decision granting summary judgment in favor of the Bank.

¶12 The circuit court found that the Bank's "pleadings clearly set forth a claim for relief"; that "[t]he submissions of [the Bank] ... clearly constitute a prima facie case for summary judgment"; and that, after "scour[ing] the submissions of Hansen for any semblance of a veritable defense that could rationally be relied upon in support of his voluminous motions or in opposition to [the Bank's] motion for summary judgment," it "found nothing that remotely resembles a genuine issue of material fact." Therefore, the court granted the Bank's motion for summary judgment; dismissed Hansen's counterclaims with prejudice; entered judgment in favor of the Bank in the total amount of \$21,848.24, including interest; entered an order for replevin of the Audi; and ordered that "[t]o the extent that the [Audi] is stored in a location that may require breach of the peace, the appropriate County Sheriff is directed to breach the peace, if necessary, to repossess the" Audi. Hansen appeals.³

³ Hansen continued to file numerous motions in the circuit court after he filed his notice of appeal, including a motion for reconsideration of the court's decision and a motion to stay the writ of replevin, which motions the court eventually denied. Hansen also sought a stay from this court, which we denied.

DISCUSSION⁴

I. Jurisdiction

¶13 On appeal, Hansen first challenges the circuit court’s “authority over” him, stating that jurisdiction was never “lawfully invoked” because “jurisdiction must be affirmatively proven, not presumed,” pursuant to WIS. STAT. §§ 801.04 and 801.05. According to Hansen, the Bank “has failed to produce competent proof that it is authorized to do business in Wisconsin or that the transaction was subject to Wisconsin’s jurisdictional statutes.”

¶14 “As a general rule, a judgment or order is valid—i.e., not void—when the following elements are present: (1) the court has subject matter jurisdiction; (2) the court has personal jurisdiction; and (3) adequate notice has been afforded the affected persons.” *State v. Campbell*, 2006 WI 99, ¶43, 294

⁴ We pause to note that Hansen supports the factual allegations in his briefs predominantly with citations to his appendix, and the Bank also does so, although to a much lesser extent. The Rules of Appellate Procedure, however, require references to the appellate record, *see* WIS. STAT. RULE 809.19(1)(d)-(e), and an appendix “is not the record,” *see Ripp Distrib. Co. v. Ruby Distrib. LLC*, 2024 WI App 24, ¶16 n.7, 411 Wis. 2d 630, 5 N.W.3d 930. Further, both parties’ case citations are in an improper form. *See* RULE 809.19(1)(e). Hansen is *pro se*, and we are mindful of the challenges faced by self-represented litigants. However, he is still required to comply with relevant rules of procedural and substantive law and “to make a reasonable investigation of the facts and the law” before filing an appellate brief. *See Holz v. Busy Bees Contracting, Inc.*, 223 Wis. 2d 598, 608, 589 N.W.2d 633 (Ct. App. 1998); *Waushara County v. Graf*, 166 Wis. 2d 442, 452, 480 N.W.2d 16 (1992) (“*Pro se* appellants must satisfy all procedural requirements, unless those requirements are waived by the court. They are bound by the same rules that apply to attorneys on appeal. The right to self-representation is ‘[not] a license not to comply with relevant rules of procedural and substantive law.’” (alteration in original; citation omitted)).

The Bank also cites to an unpublished, *per curiam* opinion in violation of WIS. STAT. RULE 809.23(3). We admonish Hansen and the Bank’s counsel that future violations of the Rules of Appellate Procedure may result in sanctions. *See* WIS. STAT. RULE 809.83(2). Failure to follow these rules unnecessarily adds to the work of this high-volume court.

Wis. 2d 100, 718 N.W.2d 649 (footnotes omitted). Article VII, section 8 of the Wisconsin Constitution provides, in relevant part: “Except as otherwise provided by law, the circuit court shall have original jurisdiction in all matters civil and criminal within this state” *See also* WIS. STAT. § 801.04(1) (“Jurisdiction of the subject matter is conferred by the constitution and statutes of this state and by statutes of the United States”). In other words, “no circuit court [in Wisconsin] is without subject matter jurisdiction to entertain actions of any nature whatsoever.” ***Village of Trempealeau v. Mikrut***, 2004 WI 79, ¶8, 273 Wis. 2d 76, 681 N.W.2d 190 (citation omitted); *but see id.*, ¶9 (discussing a circuit court’s competency to exercise its subject matter jurisdiction).

¶15 As to personal jurisdiction, WIS. STAT. § 801.05 provides that the circuit court “has jurisdiction over a person served in an action” where the person, as relevant here, is “present within this state when served” or “[i]s a natural person domiciled within this state.” Sec. 801.05(1)(a)-(b); *see also* WIS. STAT. § 801.02 (addressing service of the summons and complaint). Wisconsin also recognizes jurisdiction where the subject of the action is property located in the state. Sec. 801.05(5)(c); *see also* WIS. STAT. § 801.07 (discussing jurisdiction in rem or quasi in rem).

¶16 Hansen’s assertion that the circuit court lacked jurisdiction over him is belied by the record. The burden is on the plaintiff—here, the Bank—to establish personal jurisdiction under WIS. STAT. § 801.05. *See Lincoln v. Seawright*, 104 Wis. 2d 4, 9, 310 N.W.2d 596 (1981). The Bank did so, as the court recognized, when it submitted proof of service establishing that Hansen was personally served with the summons and complaint in St. Croix County, Wisconsin. The proof of service was certified and signed by St. Croix County Sheriff’s Deputy Zackary Henricks and filed with the circuit court. Further,

Hansen is a resident of Wisconsin, and the Audi, which secured the Contract, was also located in Wisconsin. Hansen does not dispute these facts or assert any other statutory requirements that the Bank failed to follow. Thus, subject matter and personal jurisdiction were properly established in the circuit court.

¶17 Instead, Hansen disputes the circuit court’s jurisdiction because “[b]y entering a Special Appearance,” he “preserved [his] objection [to jurisdiction] at every stage, invoking the foundational principle that a judgment rendered without jurisdiction is void *ab initio*.” Initially, we note that within his argument, Hansen states that he “preserved this objection” and that he “appeared specially and expressly reserved all rights without waiving any objection to jurisdiction.” At this point in the proceedings, however, the Bank is not alleging that he waived his objection to jurisdiction, and so the fact of whether he objected to jurisdiction is of no moment. Rather, Hansen’s challenge to jurisdiction fails as a matter of law based on the record.

¶18 In its summary judgment decision, the circuit court specifically concluded that it had “both subject matter jurisdiction and personal jurisdiction over all matters incident hereto and the parties to this litigation,” based on the location of the property at issue and the certificate of service in the record. Again, Hansen does not dispute either of those facts. Further, Wisconsin has abolished the special appearance procedure, and it “no longer applies in this state.” ***Honeycrest Farms, Inc. v. A.O. Smith Corp.***, 169 Wis. 2d 596, 603, 486 N.W.2d 539 (Ct. App. 1992); ***Dietrich v. Elliott***, 190 Wis. 2d 816, 825, 528 N.W.2d 17 (Ct. App. 1995) (“If a defendant has properly raised his [or her] objection to jurisdiction in his [or her] answer, he [or she] may later take part in pretrial discovery or otherwise contest the merits of the action without waiving his [or her]

objections to personal jurisdiction.” (citation omitted)). Thus, whether Hansen entered a special appearance has no bearing on this case.

¶19 Finally, Hansen contends that “[e]ven if personal jurisdiction could somehow be established, [the Bank’s] statutory authority to enforce the [Contract] ceased the moment it securitized the instrument and accepted full consideration from the trust or investors” and that “[t]his jurisdictional defect is not cured by later possession of the [Contract].” However, as the Bank argues, “there is nothing in the record to suggest” that the Contract was a securitized asset, and Hansen’s “argument relative to securitization [is] nothing more than a red herring.” We agree. There is no evidence in the record that the Bank securitized the Contract. Hansen’s argument is based on only his “unrebutted affidavits”—i.e., the “affidavits” that *he* sent to the Bank—allegedly “showing the [Contract] was transferred as a currency exchange or into a securitization trust, receiving full value.” Hansen’s assertion has no basis in the evidence or the law. Therefore, Hansen’s argument on this point is unfounded.⁵

⁵ Further, to the extent that Hansen continues to argue that the positions he espoused in his “affidavits” sent to the Bank—defining himself “the living man or woman” as different from “the public corporation/trust/estate”—render him beyond this court’s jurisdiction, we reject his argument as beyond the confines of state or federal law. *See, e.g., United States v. Benabe*, 654 F.3d 753, 767 (7th Cir. 2011) (collecting cases).

Hansen also argues that the Contract “specifies that ‘Federal and Iowa law apply to this [C]ontract,’” and, therefore, “[t]his choice-of-law clause undercuts any assumption that Wisconsin substantive law governs the [C]ontract and, by implication, whether Wisconsin courts may adjudicate claims arising under it.” We agree with the Bank that Hansen is arguing for the first time on appeal that the contractual choice-of-law clause in the Contract renders it unenforceable in Wisconsin. “Arguments raised for the first time on appeal are generally deemed forfeited.” *Tatera v. FMC Corp.*, 2010 WI 90, ¶19 n.16, 328 Wis. 2d 320, 786 N.W.2d 810.

(continued)

II. Summary judgment

¶20 Next, Hansen argues, based on several different theories, that the circuit court erred by granting the Bank’s motion for summary judgment. We 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).

¶21 When reviewing a circuit court’s summary judgment ruling, we construe the facts and all reasonable inferences in favor of the nonmoving party. **Strozinsky v. School Dist. of Brown Deer**, 2000 WI 97, ¶32, 237 Wis. 2d 19, 614 N.W.2d 443. “Should the material presented on the motion be subject to conflicting interpretations or if reasonable people might differ as to its significance, then summary judgment must be denied.” **Oddsens v. Henry**, 2016 WI App 30, ¶26, 368 Wis. 2d 318, 878 N.W.2d 720. “The mere allegation of a factual dispute will not defeat an otherwise properly supported motion for summary judgment.” **Helland v. Kurtis A. Froedtert Mem’l Lutheran Hosp.**, 229

Even if we were to reach this issue, however, we would conclude that Hansen’s argument is a nonstarter because the Wisconsin Consumer Act (the WCA) expressly invalidates choice-of-law provisions. See WIS. STAT. § 421.201(5), (10)(a); **Credit Acceptance Corp. v. Kong**, 2012 WI App 98, ¶¶10-11, 15, 344 Wis. 2d 259, 822 N.W.2d 506 (“The legislature’s command that the WCA be liberally interpreted in favor of consumers requires us to reject this argument. As long as some portion of the WCA is applicable, no choice-of-law provisions are effective.”); see also **State Farm Mut. Auto. Ins. v. Gillette**, 2002 WI 31, ¶112, 251 Wis. 2d 561, 641 N.W.2d 662 (Wilcox, J., concurring) (“Wisconsin courts often are required to interpret the law of other states and the federal government.”).

Wis. 2d 751, 756, 601 N.W.2d 318 (Ct. App. 1999). “A party opposing a summary judgment motion must set forth ‘specific facts,’ evidentiary in nature and admissible in form, showing that a genuine issue exists for trial,” not “unsubstantiated conclusory remarks, speculation, or testimony which is not based upon personal knowledge.” *Id.* (citation omitted).

¶22 Hansen first posits that the circuit court’s decision to hear and grant the Bank’s motion for summary judgment before resolving his earlier-filed motions “to strike, compel verification, impose sanctions, and enjoin repossession” “violated procedural order, deprived [Hansen] of a fair opportunity to be heard, and created procedural prejudice.” In support of his position, he cites WIS. STAT. § 802.01(2)(c), which he says “mandates resolution of earlier motions before addressing later dispositive motions.”

¶23 It is well established that “[e]very 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); *Williams v. DeJoy*, 88 F.4th 695, 702 (7th Cir. 2023) (stating that courts have “‘inherent authority to manage their dockets and courtrooms with a view toward the efficient and expedient resolution of cases,’ including by denying meritless motions without awaiting a response” (citation omitted)).

¶24 In this case, the circuit court properly exercised its discretion by addressing and determining the motion with the possibility of resolving the entire case—i.e., the Bank’s summary judgment motion—to ensure the case was

managed efficiently and expeditiously. Further, we reject Hansen’s assertion that WIS. STAT. § 802.01(2)(c) mandates that earlier-filed motions be decided first.⁶ By its plain language, § 802.01(2)(c) merely provides an outline for drafting formal court orders and certainly does not mandate that a court resolve motions chronologically.

¶25 Next, Hansen argues that there were material facts in dispute precluding summary judgment, including “[w]hether [the Bank] is the lawful holder” and has standing to enforce the Contract, “[w]hether the [Contract] was properly endorsed or assigned,” “[w]hether tender of payment discharged the obligation,” “[w]hether repossession attempts violated the [WCA],” and “[w]hether securitization resulted in double recovery.” For the reasons that follow, we reject Hansen’s arguments and conclude that summary judgment was proper as a matter of law.

¶26 First, as to whether the Bank is the lawful holder with standing to enforce the Contract and whether the Contract was properly assigned, beyond making these statements in his brief-in-chief, Hansen’s arguments on these points are, at best, underdeveloped.⁷ See *Papa v. DHS*, 2020 WI 66, ¶42 n.15, 393

⁶ WISCONSIN STAT. § 802.01(2)(c) provides as follows:

All orders, unless they otherwise provide, shall be deemed to be based on the records and papers used on the motion and the proceedings theretofore had and shall recite the nature of the motion, the appearances, the dates on which the motion was heard and decided, and the order signed. No other formal recitals are necessary.

⁷ Hansen bases his arguments on appeal on his assertion that the Contract is a negotiable instrument under WIS. STAT. § 403.104(1). We question whether that is correct or whether the Contract is more appropriately defined as chattel paper. See WIS. STAT. § 409.102(1)(cm). For purposes of this decision, however, we need not resolve this question.

Wis. 2d 1, 946 N.W.2d 17 (declining to address an underdeveloped argument). Hansen challenges the Contract by arguing that the original document presented by the Bank was not properly authenticated under WIS. STAT. § 909.01; that Candice’s declarations were insufficient; and that the circuit court erred by accepting the original Contract without “[t]estimony from a custodian or other qualified witness,” “[e]vidence establishing a chain of custody,” “[p]roof that the document was the original instrument signed by HANSEN,” or “verification or inspection to prove authenticity or to inspect for indorsments or assignments.”

¶27 Importantly, however, Hansen does not dispute that he signed the Contract or that he received the Audi. In other words, nowhere in his briefing does he allege that the original contract presented to the circuit court by the Bank is not the Contract that he signed or that it is not his signature on the document. Further, as the Bank argues, Hansen admitted to signing the Contract in the “Affidavit of Truth: Claims, Orders and Opportunity to Cure” that he sent to the Bank, in which he stated: “A promissory note was indorsed and issued in good faith by Matthew P Hansen under the false assumption that [the Bank] was actually giving MATTHEW P HANSEN something of value that was a detriment to [the Bank].” See *Kraemer Bros., Inc. v. United States Fire Ins.*, 89 Wis. 2d 555, 569, 278 N.W.2d 857 (1979) (“Admissions are the words of the party opponent offered as evidence against him. Admissions come in as substantive evidence of the facts admitted.”).

¶28 To the extent Hansen asserts that the Contract was inadmissible on hearsay grounds, we also reject that argument. Because Hansen admitted to signing the Contract, the Contract is not hearsay. See WIS. STAT. § 908.01(4)(b)1. (stating that a party’s own statement that is offered against that party is not hearsay); see also, e.g., *Bank of Am. NA v. Neis*, 2013 WI App 89, ¶49, 349

Wis. 2d 461, 835 N.W.2d 527 (holding that “contracts, including promissory notes, are not hearsay when they are offered only for their legal effect, not ‘to prove the truth of the matter asserted’” and collecting cases (citation omitted)). Therefore, the admissibility of the original Contract does not depend on a hearsay exception or Candice’s declaration, and the circuit court did not erroneously exercise its discretion by admitting the original Contract presented by the Bank.⁸

¶29 The Contract in the record evidences a direct, physical assignment from the dealer to the Bank on the first page of the Contract itself. That is the chain of title. The Bank had possession of the original Contract, as demonstrated when it provided the document to the circuit court, and the Bank is listed as the lienholder on the Audi’s Wisconsin title. As noted above, the Contract was also not transferred as a currency exchange or into a securitization trust by virtue of Hansen’s “affidavits.” Therefore, the Contract is plainly enforceable by the Bank.

¶30 Relatedly, Hansen also appears to challenge the admissibility of other information contained in Candice’s declaration in support of the Bank’s

⁸ We further note that under WIS. STAT. § 909.01, a document must be authenticated in order to be admissible, which is “satisfied by evidence sufficient to support a finding that the matter in question is what its proponent claims.” Here, the original Contract is self-authenticating pursuant to WIS. STAT. § 909.02(9), which provides that “[e]xtrinsic evidence of authenticity as a condition precedent to admissibility is not required with respect to ... [c]ommercial paper, signatures thereon, and documents relating thereto to the extent provided by [WIS. STAT.] chs. 401 to 411.”

motion for summary judgment.⁹ First, Hansen argues that Candice lacked the personal knowledge necessary to make the statements in her declaration, as required by WIS. STAT. § 802.08(3). According to Hansen, Candice’s “statements contain numerous assertions about transactions, payments, and the disposition of negotiable instruments that she could not have personally observed.” Further, he contends that Candice “is a front-office loan collections manager with no role in ‘back of house’ operations such as securitization, post-receipt processing of contracts, or Federal Reserve transactions.” Finally, Hansen asserts that the information in Candice’s declarations is hearsay within hearsay because Candice’s “narrative merely recites information from [the Bank’s] internal business records,”

⁹ As an initial matter, we question whether Hansen has forfeited his challenge to the Bank’s records and the facts discussed in Candice’s declarations. See **Schill v. Wisconsin Rapids School Dist.**, 2010 WI 86, ¶45 & n.21, 327 Wis. 2d 572, 786 N.W.2d 177 (“It is a fundamental principle of appellate review that issues must be preserved at the circuit court to be raised on appeal as a matter of right.”). Based on our review of Hansen’s filings before the circuit court, he argued, for example, that the Bank’s summary judgment motion lacked a proper certificate of service, that the court “failed to address or rule on several key motions submitted by [Hansen] before the [Bank’s] motion,” that the Bank “has yet to produce the original wet-ink signature,” and that the Bank “has yet to produce an affidavit or sworn testimony of a competent fact witness to authenticate the purported wet-ink original.” (Emphasis added.)

“On summary judgment, the party submitting the affidavit need not submit sufficient evidence to conclusively demonstrate the admissibility of the evidence it relies on in the affidavit.” **Palisades Collection LLC v. Kalal**, 2010 WI App 38, ¶10, 324 Wis. 2d 180, 781 N.W.2d 503. Rather, “[t]hat party need only make a prima facie showing that the evidence would be admissible at trial.” *Id.* “If admissibility is challenged, the court must then determine whether the evidence would be admissible at trial.” *Id.* The circuit court specifically found that “[t]he submissions of [the Bank] made in support of its motion for summary judgment that were attached to the declaration of Candice, along with the original wet-ink signed [Contract] executed by Hansen and a copy of the original vehicle title, clearly constitute a prima facie case for summary judgment.” However, the court did not address whether the evidence would be admissible at trial, ostensibly because Hansen failed to raise the issue or failed to raise it with sufficient prominence. See **Bishop v. City of Burlington**, 2001 WI App 154, ¶8, 246 Wis. 2d 879, 631 N.W.2d 656 (“A litigant must raise an issue with sufficient prominence such that the [circuit] court understands that it is being called upon to make a ruling.”).

“[w]ithout proper authentication ... and without the requisite foundation for the business records exception under WIS. STAT. § 908.03(6).”

¶31 “Affidavits in support of or opposition to summary judgment ‘shall be made on personal knowledge and shall set forth such evidentiary facts as would be admissible in evidence.’” **Gross v. Woodman’s Food Mkt.**, 2002 WI App 295, ¶31, 259 Wis. 2d 181, 655 N.W.2d 718 (quoting WIS. STAT. § 802.08(3)). We agree with the Bank that Hansen has no basis from which to speculate or make conclusions about Candice’s knowledge of or role concerning the Bank’s “front-office” or “back of house” operations, and we reject those claims outright. Furthermore, despite Hansen’s arguments to the contrary, this case involves a simple vehicle loan that was assigned from the dealer to the Bank and does not involve a securitized asset, post-receipt processing of contracts, or Federal Reserve transactions. Therefore, whether Candice is familiar with these operations is of no consequence.

¶32 The Bank’s records were admissible pursuant to the hearsay exception for records of regularly conducted activity. See WIS. STAT. § 908.03(6). As we have explained, to be qualified to testify, the witness must have personal knowledge regarding how the account statements were prepared and that they were prepared during the course of a regularly conducted activity. **Palisades Collection LLC v. Kalal**, 2010 WI App 38, ¶21, 324 Wis. 2d 180, 781 N.W.2d 503; **Neis**, 349 Wis. 2d 461, ¶21. However, a “qualified witness does not need to be the author of the records or have personal knowledge of the events recorded in order to be qualified to testify to the requirements of ... § 908.03(6).” **Palisades**, 324 Wis. 2d 180, ¶¶20, 22.

¶33 Here, Candice was qualified to testify as to the Bank’s records with regard to its collection efforts against Hansen.¹⁰ Although she may or may not have directly created the records, her managerial role in the loan collection department “reasonably implie[d] that [she had] personal knowledge of [the] general facts” as stated in her declarations. *Id.*, ¶24. Further, Hansen has not presented any facts that would put the Bank’s record evidence at issue.

¶34 Hansen also contends that the Bank’s “late presentation [of the original Contract] violated principles of fairness and due process” under the Wisconsin Constitution “by depriving [him] of any meaningful opportunity to examine or contest the document.”¹¹ Hansen has presented no legal authority for the proposition that a plaintiff is required to preemptively produce the original, wet-ink signature document prior to a motion for summary judgment because, as the Bank explains, “that is not the law.” Regardless, we agree with the Bank that Hansen had access to the Contract since the beginning of the case because the Bank attached exact duplicate copies of the Contract and the Wisconsin title to its complaint. In addition, the Bank submitted this same evidence to Hansen and the

¹⁰ Hansen also argues that neither of Candice’s declarations were executed as notarized affidavits and “bear only an electronic signature,” and, therefore, the circuit court should not have considered them. However, as of 2024, Wisconsin courts accept written declarations instead of only notarized affidavits in civil litigation. See 2023 Wis. Act 245. Under the Uniform Unsworn Declarations Act, a person may “declare under penalty of false swearing under the law of Wisconsin” that what they are signing is true. See WIS. STAT. § 887.015. Notarization was not required.

¹¹ Additionally, Hansen asserts that the alleged “delayed introduction of material evidence ... violates principles of laches and equity.” However, Hansen does not develop any argument or cite any legal authority in support of that proposition. Therefore, we do not address it further. 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).

circuit court with its motion for summary judgment. Accordingly, Hansen was not denied a meaningful opportunity to examine the Contract he admits that he signed.

¶35 Hansen next argues that summary judgment was improvidently granted because he “tendered full payment through instruments sent to [the Bank] in accordance with WIS. STAT. §§ 403.104, 403.603, [and] 403.501, which were dishonored without lawful justification.” According to Hansen, he “clearly performed on the obligation of the ‘order to pay’ that [was] sent to him from [the Bank] in the form[] of ‘Bills’ which are Bills of exchange, which are negotiable instruments,” and the Bank “has not rebutted nor denied the acceptance of Hansen’s affidavits of tender and discharge” and, therefore, its “[s]ilence is acquiescence.” (Formatting altered.)

¶36 Hansen’s argument fails because there is absolutely no evidence that he ever made a payment on this debt. As the Bank explains, Hansen “claims he remitted lawful tender to [the Bank] to pay the [Contract] by handwriting numbers on a cover sheet form provided by [the Bank] and that these handwritten notes discharged his obligations under the [Contract].” Hansen asserts that he acted “in accordance with” WIS. STAT. §§ 403.104, 403.603, and 403.501, but there is no language in any of those statutes that would allow a borrower to discharge their obligation to a creditor by only writing the amount owed and “payable on demand” on a notice of loan payment due. Thus, Hansen fails to provide any legal authority in support of his position. See *State v. Pettit*, 171 Wis. 2d 627, 646-47, 492 N.W.2d 633 (Ct. App. 1992).

¶37 The dictionary definition of “payment” is the “[p]erformance of an obligation *by the delivery of money or some other valuable thing* accepted in partial or full discharge of the obligation” or “[t]he *money or other valuable thing*

so delivered in satisfaction of an obligation.” *Payment*, BLACK’S LAW DICTIONARY (12th ed. 2024) (emphasis added).¹² The Bank claims that Hansen never delivered money or any other valuable thing to the Bank, and Hansen presents no evidence to the contrary. We agree with the Bank that “[i]t should go without saying [that] writing that you paid a bill is not the same as actually paying the bill.” Thus, there is no genuine issue of material fact as to whether Hansen remitted any payment, much less payment in full, on the debt.

¶38 Next, Hansen argues that the Bank’s repossession attempts of the Audi after the circuit court’s judgment was entered violated the WCA. According to Hansen, “[b]y attempting to seize property during active litigation, [the Bank] contravened WIS. STAT. §§ 425.105 and 425.107.” He also asserts that the WCA prohibits repossession of collateral in breach of the peace, which includes “[u]nlawful trespass on private property to try and recover property” and “[k]nocking on your door.” See WIS. STAT. § 425.206(2)(b).

¶39 We conclude that the WCA issue is not properly before us. After the circuit court entered its judgment and Hansen filed his notice of appeal, the Bank attempted several times to repossess the Audi. Thereafter, Hansen moved this court to stay the circuit court’s writ of replevin enforcing the court’s civil judgment. In his motion, Hansen asserted, among other things, that the circuit court lacked jurisdiction to issue the writ of replevin after Hansen filed a notice of appeal, but we explained that “Hansen [was] mistaken ... because WIS. STAT.

¹² We note that Hansen argues that that the definition of payment in Black’s Law Dictionary is “the fulfillment of a promise, or the performance of an agreement. Payment [equals] Performance.” However, Hansen’s definition of payment comes from the fourth edition of Black’s Law Dictionary, and that definition is no longer included in the current edition of the dictionary.

§ 808.07(1) explicitly provides that an appeal does *not* stay execution or enforcement of a judgment or order under appeal.”¹³ After considering the criteria for staying a judgment, we denied Hansen’s motion for relief pending appeal. Thereafter, the Bank repossessed the Audi.

¶40 Postjudgment events and unlitigated statutory claims under the WCA fall entirely outside the scope of our review of the circuit court’s judgment. Hansen cannot use this appeal from a pre-existing civil judgment as a vehicle to introduce entirely new factual allegations and statutory causes of action—i.e., WCA claims—that were never presented to, or adjudicated by, the circuit court and that lie entirely outside the scope of the record on appeal. Therefore, we reject Hansen’s argument on this issue.

¶41 Hansen next alleges, again, that the Contract was a securitized asset and that because the Bank “received consideration” for the securitized Contract, “any continued collection constitutes unjust enrichment and double recovery.” However, as we discussed above, there is no evidence in the record that the Contract is a securitized asset, put in a trust, or that the Bank ever accepted full consideration from any other source. Therefore, Hansen’s argument is meritless.

III. Right to a jury trial

¶42 Hansen also argues that the circuit court erred by refusing to grant him a jury trial. Hansen explains that he “timely [filed a] Motion and Demand for Trial by Jury ... pursuant to WIS. STAT. § 805.01” and article I, section 5 of the

¹³ WISCONSIN STAT. § 808.07(1) provides, as relevant here, that “[a]n appeal does not stay the execution or enforcement of the judgment or order appealed from except as provided in this section or as otherwise expressly provided by law.”

Wisconsin Constitution, “which guarantee that the right to a trial by jury ‘shall remain **inviolable**.’”¹⁴ Citing *Village Food & Liquor Mart v. H&S Petroleum, Inc.*, 2002 WI 92, ¶11, 254 Wis. 2d 478, 647 N.W.2d 177, Hansen argues that “Wisconsin law is clear that once a jury demand is properly made, the court cannot unilaterally deny it without a knowing and voluntary waiver by the demanding party.” Thus, he claims “[t]he denial of this right is structural error requiring reversal.”

¶43 Hansen’s argument is based on a false premise: parties are not entitled to a trial as a matter of right when there are no issues of fact to resolve. As our supreme court has addressed previously, concluding a case through summary judgment does not run afoul of the parties’ constitutional or statutory rights. See *Steven V. v. Kelley H.*, 2004 WI 47, ¶35 n.3, 271 Wis. 2d 1, 678 N.W.2d 856 (noting that “no case has ever held that the summary judgment statute is unconstitutional under art. I, § 5” of the Wisconsin Constitution or “that summary judgment procedure violates ... statutory jury trial provisions”). Because the circuit court properly determined that no genuine issues of material fact existed, the court did not err by granting summary judgment despite Hansen’s jury trial demand.

IV. Judicial bias

¶44 Hansen’s final argument is that the circuit court’s “refusal to address [his] motions and its prioritization of [the Bank’s] dispositive motion created an

¹⁴ Article I, section 5 of the Wisconsin Constitution states, in part, as follows: “The right of trial by jury shall remain inviolate, and shall extend to all cases at law without regard to the amount in controversy; but a jury trial may be waived by the parties in all cases in the manner prescribed by law.”

appearance of bias and denied [Hansen] procedural due process, influencing the substantive outcome.” Citing several Wisconsin Supreme Court Rules, Hansen asserts that the court erred by: (1) “Prioritizing [the Bank’s] summary judgment motion over [Hansen’s] earlier-filed motions,” (2) “Ignoring the jury demand entirely,” (3) “Allowing introduction of unverified evidence without objection,” and (4) “Failing to make any jurisdictional findings despite [Hansen’s] special appearance.”

¶45 We reject Hansen’s assertion that the circuit court violated any Supreme Court Rules. For the reasons discussed above, we have rejected all of Hansen’s claims on other bases, and, therefore, the court’s conduct did not violate any court rules or demonstrate any bias. Further, Hansen’s arguments on this point are conclusory and undeveloped. See *Pettit*, 171 Wis. 2d at 646-47. Hansen merely disagrees with the court’s decision on summary judgment for reasons that are unsupported by the laws of Wisconsin, which is not a basis for us to overturn the court’s decision.¹⁵

By the Court.—Judgment affirmed.

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

¹⁵ To the extent that we have not addressed other arguments raised by Hansen on appeal, those arguments are deemed rejected. 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.”).

