COURT OF APPEALS
DECISION
DATED AND FILED

November 17, 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. 2024AP2017 **Cir. Ct. No. 2023CV120**

STATE OF WISCONSIN **IN COURT OF APPEALS**
DISTRICT III

KEITH ELLINGTON,

PLAINTIFF-RESPONDENT,

V.

MICHELLE HASKINS,

DEFENDANT-RESPONDENT,

THE LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS,

APPELLANT.

APPEAL from an order of the circuit court for Sawyer County: ANTHONY J. STELLA, JR., 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. The Lac Courte Oreilles Band of Lake Superior Chippewa Indians ("the Tribe") appeals an order denying its motion to intervene in this case, which indirectly involves tribal property that Keith Ellington and Michelle Haskins lived on during a decades-long romantic relationship. For the reasons that follow, we affirm the circuit court's order.

BACKGROUND

¶2 In October 2023, Ellington filed an unjust enrichment claim against Haskins, seeking a money judgment for half the value of assets accumulated during their relationship. According to the complaint, Ellington and Haskins met and moved in together in 1998 and continued living together until their breakup in 2022. During their time together, the couple had a child, shared expenses (including making payments with money from their joint checking account), and bought numerous personal items, such as a snow blower, a camping trailer and outdoor recreational equipment. Ellington claimed to have provided financial support so that Haskins could further her education, and he further claimed that at various times he was the sole earner in the household.

¶3 The complaint describes in detail a residence that Ellington and Haskins maintained that is situated on land owned by the Tribe. While the complaint states that Ellington and Haskins jointly "purchased" the residence, subsequent documents in the record (such as a lease and the parties' acknowledgments in the briefs) clarify that the residence was never purchased or owned by either party. Rather, the parties merely lived in the residence together, and Haskins, a tribe member, leased the residence from the Tribe. The complaint does note, however, that Ellington not only contributed to living expenses but also "made substantial repairs and improvements" to the residence, including

"installing all new doors and jams, installing a new outdoor woodstove …, building a log building …, installing plumbing in the kitchen, installing new kitchen countertops, completely renovating the bathrooms, installing a new garage door, and [making] other such repairs and improvements."[1]

¶4 A few months after Ellington filed the complaint, Haskins moved to transfer the case to tribal court. The circuit court denied that motion.

¶5 Approximately six weeks after the circuit court denied Haskins' motion, the Tribe moved to intervene in the case, arguing that because Ellington's claim involved tribal property, the claim should be transferred to tribal court. The circuit court denied the motion, concluding that the Tribe had no interest in intervening, as the case concerned only a money judgment, and that the parties would have to obtain new counsel if the case were transferred due to current counsel's lack of familiarity with tribal law:

> I don't think the tribe has an interest, at least at this point, that justifies allowing the tribe to intervene. I don't see how ruling on what one party might owe the other party would affect the tribe's interest in any way. Should it come to a point, I guess, where some parties might have to access … the reservation and the tribe's against that, then that might raise other issues, but I don't think it meets the criteria here for allowing the tribe to intervene.
>
> So I'm going to deny the tribe's motion to intervene at this point, … which still leaves me with an option to transfer in the Court's discretion….
>
> I … am concerned that transferring raises more problems than it solves…. [F]or instance, whether both

[1] Haskins later filed counterclaims for: (1) negligent injury to property for damages caused by shoddy work Ellington allegedly performed on the residence; and (2) unjust enrichment for times in which Haskins was the sole earner in the household and for other financial support she provided to Ellington.

> parties will be able to keep counsel if they transfer. I don't see anything jumping out at me that requires any specialized knowledge of tribal laws or customs at this point. I see it as a simple question of how much do the parties contribute to their relationship and does equity demand that one would pay something to the other for that. And I … can certainly take into consideration what tribal laws and customs are, if those are introduced in a court. It doesn't seem like it would be that difficult for me.
>
> So at this point, I'm also [going to] reaffirm my previous decision not to transfer to tribal court.

The Tribe now appeals.

DISCUSSION

¶6 The sole issue on appeal is whether the circuit court properly denied the Tribe's motion to intervene. Intervention as of right is governed by WIS. STAT. § 803.09(1) (2023-24),[2] which requires a movant to show:

> (A) that the movant's motion to intervene is timely;
>
> (B) that the movant claims an interest sufficiently related to the subject of the action;
>
> (C) that disposition of the action may as a practical matter impair or impede the movant's ability to protect that interest; and
>
> (D) that the existing parties do not adequately represent the movant's interest.

Helgeland v. Wisconsin Muns., 2008 WI 9, ¶38, 307 Wis. 2d 1, 745 N.W.2d 1 (footnote omitted).

¶7 Whether to allow or deny intervention as of right is a question of law that we decide independently of the circuit court, but benefitting from its analysis.

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

See ***id.***, ¶41. While "[a] movant must meet each of these four criteria to claim a right of intervention," "the criteria need not be analyzed in isolation from one another." ***Id.***, ¶39. In addition, "a movant's strong showing with respect to one requirement may contribute to the movant's ability to meet other requirements as well." ***Id.*** Similarly, no precise formula exists for determining whether a potential intervenor meets the statutory requirements; rather, our analysis is "holistic, flexible, and highly fact-specific." *See* ***id.***, ¶40 (footnote omitted).

¶8 Turning to the first factor that we consider under WIS. STAT. § 803.09(1), we agree with the Tribe that its motion was timely made. As noted, the Tribe filed its motion to intervene approximately six weeks after the circuit court denied Haskins' motion to transfer the case to tribal court. Moreover, as best we can tell from the parties' briefs and the record, there has been no scheduling order, no trial date set, and only minimal discovery. Under these circumstances, we conclude that the Tribe's motion was made in a timely manner.

¶9 Regarding the second factor, however, *see* ***Helgeland***, 307 Wis. 2d 1, ¶38, we conclude the Tribe has not claimed an interest sufficiently related to the subject of this action. This case concerns a request for a money judgment based on renovations and repairs made to the residence in which Haskins continues to reside and that she continues to enjoy, and for personal property that was at one time jointly owned. In essence, Ellington is hoping to recover some of the money he personally contributed to maintaining and/or improving the residence and for the items of personal property the couple purchased together. While the complaint does refer to an "interest" in the real property on which the residence is located, documents in the record and the parties' acknowledgments in the briefs make clear that neither Haskins nor Ellington has any "interest" in the land, at least not

beyond a leasehold interest. The land is owned by the Tribe and was merely leased to Haskins.

¶10 While the form summons states that any "judgment awarding money may become a lien against any real estate" that Haskins owns, "now or in the future," she personally does not own the land or the residence. Thus, we cannot conceive of a situation in which any money judgment awarded in this case would affect tribal property.

¶11 Moreover, while one could contemplate a scenario in which Ellington would be awarded some of the former couple's assets—for example, the snow blower or the camper—and where Ellington might enter onto tribal land to retrieve those assets, we are not persuaded that such a scenario suffices to give the Tribe a true interest in the property related to the cause of action. *See* ***id.*** Again, this case is about money spent on renovations, repairs, and personal property, and it requests a money judgment for relief. Ellington is not requesting to take back, for example, the doors he helped to install in the residence or even to take the camper for himself. He is asking only for half of the money spent to purchase those items.

¶12 Similarly, while one could imagine a situation in which renovations to the property would be appraised, it is highly unlikely that such an appraisal would incorrectly value the Tribe's land to an extent or in a context that would necessitate the Tribe's intervention in this case. Simply put, this case does not concern the land; it concerns home renovations and personal items. The outcome of this case will not materially affect the Tribe.

¶13 For all these same reasons, our consideration of the third factor, *see* ***id.***, weighs heavily in favor of affirming the circuit court's order. The Tribe does

have an interest in protecting its property and determining who may lease it. But, as explained above, neither Ellington's nor Haskins' claims will prevent the Tribe from protecting that interest. Likewise, the fourth factor, *see* ***id.***, is a nonstarter, as the Tribe's property is not at stake here.

¶14 In sum, while the Tribe's motion was timely made, our review of the remaining statutory considerations supports our decision to uphold the circuit court's denial of the Tribe's motion to intervene.

By the Court.—Order affirmed.

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