



OFFICE OF THE CLERK
WISCONSIN COURT OF APPEALS

110 EAST MAIN STREET, SUITE 215

P.O. BOX 1688

MADISON, WISCONSIN 53701-1688

Telephone (608) 266-1880

TTY: (800) 947-3529

Facsimile (608) 267-0640

Web Site: www.wicourts.gov

DISTRICT III

November 18, 2025

To:

Hon. John F. Manydeeds
Circuit Court Judge
Electronic Notice

Cherie Norberg
Clerk of Circuit Court
Eau Claire County Courthouse
Electronic Notice

Judson Stephen Ballentine
Electronic Notice

Angela Beranek Brandt
Electronic Notice

Patrick O'Neill III
Electronic Notice

Dennis L. Maxberry
P.O. Box 704
Chippewa Falls, WI 54729

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

2023AP2353

Dennis L. Maxberry v. Progressive Insurance Company
(L. C. No. 2023SC533)

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).

Dennis L. Maxberry, pro se, appeals from a circuit court money judgment entered, following a trial to the court, in the amount of \$772.33 against Progressive Insurance Company and in favor of Maxberry. He also appeals from the court's dismissal of his complaint against Sam's Club. Based upon our review of the briefs and record, we conclude that this case is

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.

appropriate for summary disposition. *See* WIS. STAT. RULE 809.21. For the reasons explained below, we summarily affirm the circuit court’s judgment.

On March 22, 2023, Maxberry’s 2013 Chevrolet Equinox was damaged in the parking lot while he was shopping inside Sam’s Club in Eau Claire, Wisconsin. Maxberry reported a hit-and-run accident to the police, and law enforcement investigated the incident by reviewing the video of the Sam’s Club parking lot. Law enforcement reported to Maxberry that based on the video, they were unable to identify a license plate of the vehicle that hit his vehicle. Maxberry alleges that Sam’s Club would not permit him to view the video.

On May 25, 2023, Maxberry commenced this small claims action against Progressive—his automobile insurance carrier—and Sam’s Club, seeking “\$2,000 to fix Plaintiff’s car, and return his membership fees” and “\$2,000 for hiding the film from plaintiff.” Progressive answered, stating that Maxberry “has not submitted a claim for the damage under [his] policy or completed the repair estimate process” and that “[t]he policy carries a \$500 deductible on property damage claims.” Sam’s Club also answered, alleging that it was “not responsible or liable” for the negligence of others, but it later offered to pay Maxberry \$500 to resolve the matter prior to trial.

The circuit court held a trial on December 12, 2023, and Maxberry was the only witness to testify. At the close of evidence, Progressive argued that Maxberry had not provided any documentation supporting his claim that he was entitled to \$2,000, and it requested that the court enter judgment for \$772.33 against Progressive, which represented Progressive’s repair estimate for the vehicle of \$1,273.33 less Maxberry’s \$500.00 deductible. Sam’s Club argued that it did not owe a duty to prevent the hit-and-run accident in the parking lot and that Maxberry had failed

to present evidence of damages. The court agreed that Maxberry had failed to establish a claim against Sam's Club and dismissed his complaint. The court also ordered a money judgment against Progressive for \$772.33 in favor of Maxberry. Maxberry appeals.

Our standard of review for a trial to the court is whether the findings of fact were clearly erroneous. *Teubel v. Prime Dev., Inc.*, 2002 WI App 26, ¶12, 249 Wis. 2d 743, 641 N.W.2d 461. If there is any credible evidence to support the circuit court's findings, we will affirm. *St. Croix Cnty. HHS v. Michael D.*, 2016 WI 35, ¶29, 368 Wis. 2d 170, 880 N.W.2d 107. "Under this standard, even though the evidence would permit a contrary finding, findings of fact will be affirmed on appeal as long as the evidence would permit a reasonable person to make the same finding." *Teubel*, 249 Wis. 2d 743, ¶12.

On appeal, Maxberry now seeks \$12,000 in damages as to both Sam's Club and Progressive related to "personal loans from prior property destruction for punitive damages," and he also seeks an order that Progressive fix certain issues with his car, including the bumper, rims, and repainting costs. According to Maxberry, "[t]he hit and run vandalism and mayhem was supposed be covered by [his] insurance and or the Defendant's Insurance (Subjugation) [sic]." (Formatting altered.) Maxberry also asserts many new conclusory arguments in support of his requested relief. Citing WIS. STAT. § 895.529, which codifies the civil liability of landowners to trespassers, Maxberry argues that "trespassers or employees [of Sam's Club] damaged his vehicle," that "[t]he [e]mployees and Sam's Club are the [v]andals and hid the video showing it," and that he is "the owner, lesser tenant of the vehicle damaged." He states that he is a "Disabled American Veteran 65 years old," that he is "being discriminated against where his ability to purchase a membership card at Sam's Club is being abridged," and that "[t]he [h]ostile disposition has made [him] shop elsewhere in violation of his 14th Amendment rights."

Maxberry further claims that Sam’s Club “offered a Settlement at the \$700 (Seven Hundred Dollar) Range and then reneged on it in the trial.”

Finally, Maxberry makes various other allegations against the parties, including (1) claiming an unfair settlement under WIS. ADMIN. CODE § INS 6.11(3) (Sept. 2025) because he was “offered ... \$700 each to keep quiet, in which [he] didn’t except [sic], and [which] caused the case to be dismissed”; (2) “[t]he Attorneys and Insurance Company charged the Court \$4,000.00 for process of service”; (3) a due process violation based on “removal of the evidence due to unfair settlements”; (4) a bad faith claim against “the Vandals and the Merchant”; (5) a violation of WIS. STAT. § 943.01² for damage to property; (6) a breach of contract claim against Progressive because it “violated the collision portion of the insurance claim making [Maxberry’s] Insurance liable for all issues[,] which violates ... his contract to the Insurance company”; (7) a request “to have his motion determined by Judicial Stare Doctrine Wisconsin Statutes 706.10(3),” which governs creation or conveyance of a fee; (8) a consumer protection violation; and (9) a violation of “Unfair Debt Collection Practices and Unfair Credit Collection” because Progressive “is charging [him] a \$500 deductible.”³

Maxberry is a pro se litigant, and he fails to comply with many of the Rules of Appellate Procedure in his briefs. *See* WIS. STAT. RULE 809.19. While we are mindful of the challenges faced by self-represented litigants, Maxberry must still comply with relevant rules of procedural

² Maxberry actually cites WIS. STAT. § 946.67 in his brief-in-chief, which addresses compounding crime, but he then mentions “Damage to Property.” Therefore, we assume that he intended to cite WIS. STAT. § 943.01.

³ Both Progressive and Sam’s Club filed response briefs essentially arguing that Maxberry does not develop any argument on appeal that the circuit court applied an incorrect legal standard or committed any other reviewable or reversible error. They ask us to affirm the court’s decision on that basis.

and substantive law. See *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)).

Here, Maxberry’s briefs contain a series of largely unintelligible complaints and allegations that are, for the most part, unsupported by any citations to the record, by *correct* citations to the record, or by legal authority. See *State v. Pettit*, 171 Wis. 2d 627, 646, 492 N.W.2d 633 (Ct. App. 1992) (an appellate court may decline to review issues that are insufficiently briefed or unsupported by legal authority); see also *Madely v. RadioShack Corp.*, 2007 WI App 244, ¶14 n.7, 306 Wis. 2d 312, 742 N.W.2d 559 (stating that “we have no duty to scour the record to review arguments unaccompanied by adequate record citations”). While Maxberry does cite numerous cases in his briefs, and he provides a short synopsis of those cases, he fails to apply the facts of *his* case to those authorities, completely fails to develop any sort of legal argument to support his claims of error, and overall appears to misapprehend application of the law on which he relies. See WIS. STAT. RULE 809.19(1)(e). Like attorneys, “a pro se litigant is required to make a reasonable investigation of the facts and the law” before filing an appellate brief. *Holz v. Busy Bees Contracting, Inc.*, 223 Wis. 2d 598, 608, 589 N.W.2d 633 (Ct. App. 1998). While Maxberry’s briefs show that he completed some legal research, he cites no relevant legal authority in support of his claims.

Additionally, the majority of Maxberry’s claims and arguments are issues that he presents for the first time on appeal. This court generally will not consider issues raised by an appellant for the first time on appeal, so that we do not “blindsides [circuit] courts with reversals based on

theories which did not originate in their forum.” *Schonscheck v. Paccar, Inc.*, 2003 WI App 79, ¶¶10-11, 261 Wis. 2d 769, 661 N.W.2d 476 (citation omitted); *see also State Farm Mut. Auto. Ins. Co. v. Hunt*, 2014 WI App 115, ¶32, 358 Wis. 2d 379, 856 N.W.2d 633 (“Arguments raised for the first time on appeal are generally deemed forfeited”).

As the appellant, Maxberry bears the burden of demonstrating that the circuit court erred. *See Gaethke v. Pozder*, 2017 WI App 38, ¶36, 376 Wis. 2d 448, 899 N.W.2d 381. However, as best we can discern, Maxberry’s arguments effectively invite us to retry this case and substitute our findings of fact for those of the circuit court. That we cannot do. *See State v. Poellinger*, 153 Wis. 2d 493, 507, 451 N.W.2d 752 (1990). Maxberry fails to develop a coherent legal argument on any of the issues he raises. *See Pettit*, 171 Wis. 2d at 646-47. It is not our responsibility to develop arguments for a party, “and we will not abandon our neutrality” to do so for Maxberry; we cannot serve as both advocate and judge. *See id.* at 647; *Industrial Risk Insurers v. American Eng’g Testing, Inc.*, 2009 WI App 62, ¶25, 318 Wis. 2d 148, 769 N.W.2d 82. Without developing any arguments to show that the circuit court erred, Maxberry cannot meet his burden as the appellant; thus, we summarily affirm the circuit court’s judgment.

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