



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 IV

May 7, 2026

To:

Hon. Todd P. Wolf
Circuit Court Judge
Electronic Notice

Andrew Thomas Dufresne
Electronic Notice

Kimberly Stimac
Clerk of Circuit Court
Wood County Courthouse
Electronic Notice

Jacob Neeley
Electronic Notice

Waseem Ahmed
Electronic Notice

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

2025AP1604

Waseem Ahmed v. YouTube, LLC owned Google, LLC
(L.C. # 2025CV107)

Before Graham, P.J., Kloppenburg, and Taylor, JJ.

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).

Waseem Ahmed appeals an order dismissing his complaint against YouTube. Based on our review of the briefs and record, we conclude at conference that this case is appropriate for summary disposition. *See* WIS. STAT. RULE 809.21 (2023-24).¹ We affirm.

Ahmed's amended complaint alleged that YouTube terminated his channel on that service, and he sought relief on theories of breach of contract and violation of the Wisconsin statute against unfair trade practices, WIS. STAT. § 100.18. The circuit court granted YouTube's

¹ All references to the Wisconsin Statutes are to the 2023-24 version.

motion to dismiss. In its oral ruling, the court concluded that the complaint must be dismissed because YouTube's terms of service contract contains a forum-selection clause designating a federal or state court in California as the required forum, and Ahmed did not show that the clause is unenforceable.

On appeal, Ahmed argues that the forum-selection clause is unenforceable because it results in a functional waiver of his consumer rights provided in WIS. STAT. § 100.18. It does so, he argues, by forcing him to litigate in California under non-Wisconsin law.

Analysis of this issue requires attention to the difference between two provisions in YouTube's terms of service contract: the forum-selection clause on which the dismissal was based, and to which Ahmed directs his arguments on appeal; and a separate choice-of-law clause that is also in the contract. The forum-selection clause requires that any litigation occur in California, but it does not answer the question of what law will be applied by the California court. This is because a California court has the ability to choose to apply Wisconsin law, including WIS. STAT. § 100.18. As a result, the forum-selection clause does not, in itself, prevent Ahmed from receiving relief based on § 100.18. It may turn out that the separate choice-of-law clause has that effect, but that is to be determined by a federal or state court in California. For this reason, we reject Ahmed's unenforceability argument that is based on the effect that he claims the forum-selection clause has on his rights under § 100.18.

Ahmed also asserts that the forum-selection clause is unenforceable because it is part of a contract of adhesion. However, his opening brief does not develop the argument in a meaningful way, and we do not further address the point.

Because we have concluded that Ahmed’s complaint was properly dismissed on the ground that it was filed in a wrong forum, we do not consider whether the complaint states a claim for relief on either of the theories alleged. Similarly, we do not address whether the circuit court erred by denying as moot Ahmed’s motion for an order requiring YouTube to preserve evidence.

Finally, we note that YouTube’s appellate brief cites only to its own appendix, and not to the record itself. That practice is not consistent with the applicable rule, which requires citation to “the record.” *See* WIS. STAT. RULE 809.19(1)(d), (1)(e).

IT IS ORDERED that the order appealed from is summarily affirmed under 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