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DISTRICT IV

June 11, 2026

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

2025AP1243

Belson-Steel Center Scrap, Inc. v. Asylum Scrap Services, Inc.
(L.C. # 2022CV355)

Before Blanchard, Nashold, 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).

Asylum Scrap Services, Inc. appeals a circuit court judgment in the amount of \$93,778.50 and dismissing Asylum's counterclaims. Asylum argues that the court failed to give adequate consideration to several issues relating to its defenses and counterclaims. 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 summarily affirm.

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

This appeal arises out of a contractual dispute between Asylum and Belson-Steel Center Scrap, Inc. over how much Asylum owed Belson for removing scrap metal from a third-party salvage site. Belson sent Asylum two invoices totaling \$138,786.90. Asylum responded with its own calculation and paid Belson \$28,685.95. Belson sued Asylum for the difference.²

In its oral ruling following a bench trial, the circuit court determined that there was no dispute over part of Asylum's calculation, namely, that Asylum owed Belson \$68,471.45 for all of the sheet iron and unprepared materials that Asylum had removed, as well as 79,080 pounds of a material referred to as "heavy torch." The parties disagreed about the amount Asylum owed Belson per ton for removing additional heavy torch. The parties also disagreed about the total amount of deductions claimed by Asylum due to site contamination, damage to its equipment, excess freight charges, and canceled loads.

In its oral ruling, the circuit court addressed each of the arguments in Asylum's post-trial brief and ultimately entered judgment for Belson in the amount of \$93,778.50.

Asylum filed this appeal, arguing that the circuit court "fail[ed] to give due consideration" or "erroneously consider[ed]" three issues: (1) whether there was a second verbal contract that revised the terms of the parties' initial contract; (2) whether Asylum is entitled to deductions for site issues, including contamination; and (3) whether Asylum should get the full benefit of the deductions that Belson took from the third-party site owner.

² Belson sought \$110,101.95 in its complaint, but the correct calculation is \$110,100.95.

We reject all three arguments as undeveloped. “[O]n appeal[,] ‘it is the burden of the appellant to demonstrate that the [circuit] court erred.’” *Gaethke v. Pozder*, 2017 WI App 38, ¶36, 376 Wis. 2d 448, 899 N.W.2d 381 (third alteration in original) (quoted source omitted). Asylum’s briefs do not engage at all with the circuit court’s decision. For example, the court identified two grounds for rejecting Asylum’s argument that there was a second implied oral contract to haul heavy torch at a below-market rate. First, the court determined that there was no evidence of a meeting of the minds on changing the terms of the initial contract. Second, the court determined that any change on the contract terms needed to be in writing in order to satisfy the statute of frauds. Asylum does not address either of these determinations, much less identify what our standard of review should be.

Furthermore, the argument section of Asylum’s brief relies on conclusory characterizations of the record evidence, without articulating what that evidence is or where it appears in the record. For example, as part of Asylum’s first argument that the circuit court erred in determining that there was no second verbal contract, Asylum contends that “[t]he record contains evidence that, after executing the original agreement, the parties agreed to revised terms, and then acted consistently with those revised terms. Under Wisconsin law, such evidence is sufficient to establish an enforceable oral modification.” Asylum then cites *Management Computer Services v. Hawkins, Ash, Baptie & Co.*, 206 Wis. 2d 158, 177-78, 557 N.W.2d 67 (1996).

To develop its argument properly, Asylum needs to tell us what the specific record evidence is, explain why *Management Computer Services* supports its argument that the

evidence gives rise to an enforceable oral modification,³ and direct us to the place in the record where Asylum made this argument to the circuit court. Because Asylum’s brief does not do any of these things, Asylum has failed to comply with our briefing rules, which require that “[t]he argument on each issue ... is to contain the contention of the appellant, the reasons therefor, with citations to the authorities, statutes and parts of the record relied on.” *See* WIS. STAT. RULE 809.19(1)(e).

Asylum’s two remaining arguments fare no better, because they are presented in similarly conclusory fashion, with no attempt to identify the specific record evidence we should consider and no engagement with the circuit court’s decision. We therefore reject all of Asylum’s arguments as undeveloped. *See State v. Pettit*, 171 Wis. 2d 627, 646, 492 N.W.2d 633 (Ct. App. 1992) (we need not consider arguments that are undeveloped).

We further observe that Belson’s response brief properly develops arguments for affirming the circuit court’s determination on each issue identified by Asylum. Asylum’s reply brief does not engage with any of Belson’s arguments, or the authorities cited. In fact, the reply brief cites no authority at all. We could summarily affirm on that basis alone. *See United Coop. v. Frontier FS Coop.*, 2007 WI App 197, ¶39, 304 Wis. 2d 750, 738 N.W.2d 578 (appellant’s failure to respond in reply brief to an argument made in response brief may be taken as a concession).

³ As far as we can tell, *Management Computer Services v. Hawkins, Ash, Baptie & Co.*, 206 Wis. 2d 158, 177-78, 557 N.W.2d 67 (1996), does not address whether oral modifications to contracts are enforceable. Instead, the section of the opinion cited by Asylum addresses “the relationship between contract ambiguity and indefiniteness.” *See id.* at 177.

Based on the foregoing,

IT IS ORDERED that the judgment of the circuit court is summarily affirmed. *See* 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