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DISTRICT III

September 29, 2026

To:

Barb Bocik
Clerk of Circuit Court
Outagamie County Courthouse
Electronic Notice

Jacquelyn K. Adamicki
Electronic Notice

Michael W. Curry
Electronic Notice

Aaron Techlin
Electronic Notice

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

2025AP1668

Aaron Techlin v. American Express Company
(L. C. No. 2025CV127)

Before Stark, P.J., Hruz, and Gundrum, 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).

Aaron Techlin, as “Beneficiary and Trustee” of the “Techlin Equitable Commerce Trust,” pro se, appeals an order that dismissed Techlin’s complaint against American Express Company for failure to state a claim upon which relief could be granted. Based upon 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). We dismiss the appeal for lack of jurisdiction.

Techlin, pro se, filed the instant lawsuit against American Express in January 2025. The complaint identified the plaintiff in the lawsuit as “Aaron Techlin, Beneficiary of the Techlin Equitable Commerce Trust,” and described the Trust as “a private trust operating under principles

of equity.” The complaint further stated that Techlin “brings this action in his private capacity as the equitable Beneficiary of the trust.”

The complaint alleged that on December 3, 2024, Techlin “submitted a \$21.00 United States Postal Money Order to [American Express] as a Special Deposit under the principles of equity, accompanied by a ‘Special Deposit Notice and Declaration of Settlement’ outlining the terms of the deposit.” The complaint further alleged that the “Special Deposit Notice” “expressly stated that the money order was tendered to facilitate the equitable conversion of its legal face value (\$21.00) to the full equitable value of \$27,047.97, representing the complete satisfaction of the outstanding balance on the referenced account ending in 21008.” According to the complaint, despite the instructions in the “Special Deposit Notice,” American Express “improperly applied the money order solely at its legal face value of \$21.00.” The complaint further alleged that American Express “failed to cure the breach,” despite Techlin sending it multiple notices of default.

Based on these allegations, the complaint asserted that American Express had breached its fiduciary duty by “[f]ailing to apply the money order as trust property for its full equitable value”; “[i]gnoring the express instructions outlined in the Special Deposit Notice”; and “[d]isregarding [Techlin’s] administrative notices and demands for correction.” The complaint also sought a declaration that “[t]he money order constitutes trust property under the principles of equity” and that American Express has a “fiduciary obligation to apply the money order for its full equitable value as outlined in the Special Deposit Notice.” The complaint further sought an injunction requiring American Express to “[a]cknowledge receipt of the money order as trust property” and “[a]pply the money order for its full equitable value of \$27,047.97 to discharge the referenced

account balance.” In addition, the complaint asked the circuit court to award both compensatory and punitive damages.

In April 2025, American Express moved to dismiss Techlin’s complaint for failure to state a claim upon which relief could be granted. The circuit court orally granted that motion on July 16, 2025, following a nonevidentiary hearing. The court explained that “there just is no factual basis [in the complaint] that states a legal claim against [American Express] that would support, in any way, any relief, ... including the relief that [Techlin] seeks in this case.” The court subsequently entered a written order granting the motion to dismiss.

Techlin filed a notice of appeal from the circuit court’s order. He signed the notice of appeal as, “Aaron Techlin, Beneficiary.” However, the signature block below his signature stated:

Aaron Allan Techlin
Beneficiary and Trustee
Techlin Equitable Commerce Trust
Petitioner, Pro Se

The reference to “Trustee” in the notice of appeal’s signature block led this court to question the extent of our jurisdiction over this appeal. See *Carla B. v. Timothy N.*, 228 Wis. 2d 695, 698, 598 N.W.2d 924 (Ct. App. 1999) (stating that this court has a “duty to inquire as to whether we lack jurisdiction to proceed”). As a result, we directed the parties “to address, as the first issue on appeal, whether we have jurisdiction to consider each of the issues presented in the briefs.” Having reviewed the parties’ briefs, we now conclude that we lack jurisdiction over this appeal.

As noted above, the notice of appeal in this case was filed by Techlin, pro se, as “[b]eneficiary and [t]rustee” of the “Techlin Equitable Commerce Trust.” Techlin asserts that he

is appealing the circuit court’s decision in his “own name,” not on behalf of the Trust, and that the Trust “is not acting as a party here.” We agree with American Express, however, that Techlin, personally, lacks standing to bring the claims asserted in the complaint and to challenge the circuit court’s dismissal of those claims on appeal.

The central question, for purposes of standing, “is whether ‘a party has a sufficient stake in an otherwise justiciable controversy to obtain judicial resolution of that controversy.’” **Norquist v. Zeuske**, 211 Wis. 2d 241, 247, 564 N.W.2d 748 (1997) (citation omitted). “Wisconsin employs a two-step standing analysis,” which “requires the court to determine (1) whether the plaintiff has suffered a threatened or actual injury, and (2) whether the interest asserted is recognized by law.” *Id.* at 247-48.

Here, the allegations in the complaint do not show that Techlin, personally, has suffered any threatened or actual injury as a result of American Express’s alleged conduct. Instead, the complaint alleges that *the Trust* suffered an injury when “trust property”—namely, the \$21 money order—was received by American Express and “improperly applied.” As American Express correctly notes, “The only asset at issue in this appeal belonged to the Trust, not to Techlin. If there are any claims of misuse or misapplication of those funds, such claims would necessarily involve injury to the Trust, and not to Techlin in his individual capacity.” We therefore conclude that Techlin, personally, lacks standing to assert the claims alleged in the complaint and to challenge the circuit court’s dismissal of those claims on appeal.

Furthermore, Techlin, a nonlawyer, cannot represent the Trust’s interests on appeal. See **Life Sci. Church, Bible Camp & Christian Liberty Acad. v. Shawano County**, 221 Wis. 2d 331, 334, 585 N.W.2d 625 (Ct. App. 1998) (holding that a trust must be represented by legal counsel

and that a nonlawyer trustee may not file a notice of appeal on behalf of a trust). “When a notice of appeal is not signed by an attorney when an attorney is required, the notice of appeal is fundamentally defective and cannot confer jurisdiction on this court.” ***Brown v. MR Grp., LLC***, 2004 WI App 122, ¶6, 274 Wis. 2d 804, 683 N.W.2d 481. Consequently, the notice of appeal filed by Techlin in this case—challenging the circuit court’s dismissal of claims asserted by Techlin on behalf of the Trust—is fundamentally defective. We therefore dismiss this appeal for lack of jurisdiction.

Therefore,

IT IS ORDERED that the appeal is summarily dismissed for lack of jurisdiction. WIS. STAT. RULE 809.21 (2023-24).

IT IS FURTHER ORDERED that this summary disposition order will not be published.

Samuel A. Christensen
Clerk of Court of Appeals