



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

April 3, 2025

To:

Hon. Brian A. Pfitzinger
Circuit Court Judge
Electronic Notice

Justin J. Bates
Electronic Notice

Kelly Enright
Clerk of Circuit Court
Dodge County Justice Facility
Electronic Notice

Ryan Leaver
P.O. Box 121
Juda, WI 53550

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

2024AP226

Summit Credit Union v. Ryan Leaver (L.C. # 2023CV381)

Before Graham, 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).

Ryan Leaver, pro se, appeals a default judgment in favor of Summit Credit Union for the repossession (replevin) of Leaver's car. Based on our review of the briefs and the record, we conclude at conference that this case is appropriate for summary disposition. *See* WIS. STAT. RULE 809.21(1) (2023-24).¹ We affirm.

Summit filed a summons and complaint against Leaver in which it alleged that Summit and Leaver entered into a security agreement under which Summit loaned Leaver money for the purchase of a car. Summit also alleged that the agreement required Leaver to make installment

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

payments. It further alleged that Leaver failed to make any payments and breached the agreement. The relief that Summit sought included repossession of the car and a money judgment.

Leaver filed a letter and supporting documents in response to Summit's complaint. However, he did not deny the allegations in the complaint. Rather, he alleged fraud and misrepresentation, including a misrepresentation made by someone else when entering his income on the loan application and a misrepresentation of the mileage on the car.

Summit moved for a default judgment, arguing that Leaver failed to join issue, meaning that Leaver did not adequately respond to Summit's complaint with a pleading that placed any relevant factual or legal issue in dispute before the time to do so had expired. Leaver then filed additional documents alleging criminal activity as well as fraud and misrepresentation. He also filed a letter stating that his loan for the car had been discharged in a bankruptcy proceeding.

Based on the bankruptcy discharge, Summit modified its request for a default judgment, stating that it would no longer seek a money judgment but only repossession of the car. The circuit court granted this modified request, thus effectively granting a default judgment for repossession of the car based on Leaver's failure to adequately respond to the complaint.

In his briefing on appeal, Leaver does not dispute that he never made installment payments or that he breached the security agreement. Rather, he makes conclusory allegations relating to fraud, breach of fiduciary duty, identity theft, forgery, and the right to a jury trial.

Leaver's conclusory allegations do not establish any connection between the allegations and any legal argument that the security agreement was unenforceable, that the circuit court erred in concluding that Leaver failed to join issue, or that the court otherwise erred in granting

default judgment.² We conclude that Leaver has not presented a developed argument and, on that basis, we affirm the default judgment. *See State v. Pettit*, 171 Wis. 2d 627, 646-47, 492 N.W.2d 633 (Ct. App. 1992) (explaining that the court of appeals may decline to review issues that are inadequately briefed). Although this court makes some allowances for pro se litigants, “[w]e cannot serve as both advocate and judge” by developing arguments for a litigant. *See State ex rel. Harris v. Smith*, 220 Wis. 2d 158, 165, 582 N.W.2d 131 (Ct. App. 1998).³

Therefore,

IT IS ORDERED that the circuit court’s judgment is summarily affirmed pursuant to WIS. STAT. RULE 809.21(1).

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

Samuel A. Christensen
Clerk of Court of Appeals

² Failure to join issue is a valid ground for granting a default judgment. *See* WIS. STAT. § 806.02(1) (“A default judgment may be rendered in favor of any party as provided in subs. (1) to (4) if no issue of law or fact has been joined on any claim asserted in a complaint, counterclaim, or cross claim and if the time for joining issue has expired.”).

³ In his reply brief, Leaver makes a passing reference to the bankruptcy and being “legally exempt from execution” based on the bankruptcy. This reference, like Leaver’s other conclusory allegations, does not constitute a developed argument. Moreover, this court generally does not consider arguments raised on appeal for the first time in the appellant’s reply brief. *See Swartwout v. Bilsie*, 100 Wis. 2d 342, 346 n.2, 302 N.W.2d 508 (Ct. App. 1981) (“We will not, as a general rule, consider issues raised by [an] appellant[] for the first time in a reply brief.”).