



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 II

August 6, 2025

To:

Hon. Eugene A. Gasiorkiewicz
Circuit Court Judge
Electronic Notice

Andrew Robinson
Electronic Notice

Amy Vanderhoef
Clerk of Circuit Court
Racine County Courthouse
Electronic Notice

Dawn R. Jackson
Electronic Notice

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

2024AP1486

Paul Davis Restoration of S.E. Wisconsin, Inc. v. Dawn R. Jackson
(L.C. #2022CV659)

Before Gundrum, Grogan, and Lazar, 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).

Dawn R. Jackson appeals pro se from an order of the circuit court dismissing her counterclaims after a trial to the court. 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).¹ For the following reasons, we affirm.

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

Paul Davis Restoration of S.E. Wisconsin, Inc. and Jackson entered into a contract in which Paul Davis agreed to provide restoration and make repairs to a home owned by Jackson and Jackson agreed to pay Paul Davis for its work on the home.² After Paul Davis completed its work, Jackson signed a “**Certificate of Substantial Completion and Direction to Pay**” dated December 11, 2020, in which Jackson confirmed that Paul Davis had completed the work and certified that she would pay the amount due. Nonetheless, Jackson refused to pay, and Paul Davis filed this action. In response to the complaint, Jackson filed counterclaims asserting that Paul Davis breached the contract and inflicted emotional distress on her. The circuit court³ granted Paul Davis’s motion for summary judgment on its claims, and Jackson paid the resulting money judgment entered by the court.

The circuit court⁴ held a two-day bench trial on Jackson’s counterclaims. At the trial’s conclusion, the court dismissed the counterclaims, determining Jackson failed to meet her burden of proving that Paul Davis breached the contract or inflicted emotional distress on her. Jackson appeals.

As the appellant, Jackson 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. Due to significant deficiencies in her appellate advocacy and briefing, we do not even review the merits

² At the time Jackson and Paul Davis entered into the contract, Jackson’s mother owned the home and Jackson signed the contract as power of attorney for her mother. Jackson’s mother subsequently passed away, and Jackson was the sole heir to the home.

³ The Honorable Mark F. Nielsen presiding.

⁴ The Honorable Eugene A. Gasiorkiewicz presiding.

of the circuit court’s challenged decision but affirm because Jackson does not get out of the gate in regard to meeting her burden.

Jackson’s brief fails to comply with several requirements of the Wisconsin Rules of Appellate Procedure, and although she is representing herself in this appeal, her brief must still comply with these requirements. *See Waushara County v. Graf*, 166 Wis. 2d 442, 452, 480 N.W.2d 16 (1992). “The right to self-representation is ‘[not] a license not to comply with relevant rules of procedural ... law.’” *Id.* (alteration in original; citation omitted).

To begin, none of the facts represented throughout her brief-in-chief are supported by citations to the record, as required by WIS. STAT. RULE 809.19(1)(d)-(e).⁵ *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”). And, while she cites legal authorities and statutes, she fails to apply the facts of her case to those authorities and statutes and completely fails to develop any sort of legal argument to support her claims of error by the circuit court. “We will not address undeveloped arguments.” *See Clean Wis., Inc. v. PSC*, 2005 WI 93, ¶180 n.40, 282 Wis. 2d 250, 700 N.W.2d 768; *see also 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). It is not our responsibility to develop arguments for a party, “and we will not abandon our neutrality” to do so for Jackson. *See Industrial Risk Insurers v. American Eng’g*

⁵ Her reply brief contains citations to the appendix filed therewith, but these citations do not include the parallel citations to the record items as required by our rules. *See* WIS. STAT. RULE 809.19(1)(d)-(e), (3)(a)2.; *United Rentals, Inc. v. City of Madison*, 2007 WI App 131, ¶1 n.2, 302 Wis. 2d 245, 733 N.W.2d 322.

Testing, Inc., 2009 WI App 62, ¶25, 318 Wis. 2d 148, 769 N.W.2d 82; *Doe 1 v. Madison Metro. Sch. Dist.*, 2022 WI 65, ¶35, 403 Wis. 2d 369, 976 N.W.2d 584 (stating that appellate courts “do not step out of [their] neutral role to develop or construct arguments for parties” (citation omitted)). Without developing any arguments to show that the circuit court erred, Jackson simply cannot meet her burden as the appellant; thus, we affirm.⁶

Therefore,

IT IS ORDERED that the order 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

⁶ We quickly address one of Jackson’s claims of errors. She claims the circuit court erred in denying her demand for a jury trial. On June 30, 2023, after a scheduling conference at which Jackson failed to appear, the circuit court entered a scheduling order allowing either party seven days to request a jury trial and pay the fee. Jackson did not request a jury trial until December 15, 2023. “Wisconsin circuit courts have inherent power, within the limits of their discretion, to control their dockets.” *Parker v. Wisconsin Patients Comp. Fund*, 2009 WI App 42, ¶9, 317 Wis. 2d 460, 767 N.W.2d 272. This includes setting a date by which the parties have to demand a jury trial and pay the fee. *See* WIS. STAT. § 802.10(3)(e). The circuit court did not err in denying Jackson’s untimely demand for a jury trial.