

**COURT OF APPEALS
DECISION
DATED AND FILED**

January 10, 2002

Cornelia G. Clark
Clerk of Court of Appeals

NOTICE

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See WIS. STAT. § 808.10 and RULE 809.62.

**Appeal No. 01-0985
STATE OF WISCONSIN**

Cir. Ct. No. 00-CV-266

**IN COURT OF APPEALS
DISTRICT IV**

CARA M. WEHREBERG N/K/A CARA M. ROYAL,

PLAINTIFF-APPELLANT,

v.

TOYOTA MOTOR CREDIT CORPORATION,

DEFENDANT-RESPONDENT.

APPEAL from an order of the circuit court for La Crosse County:
DENNIS G. MONTABON, Judge. *Affirmed.*

Before Dykman, Roggensack and Lundsten, JJ.

¶1 PER CURIAM. Cara Wehrenberg, pro se, appeals the circuit court's order granting summary judgment in favor of Toyota Motor Credit Corporation. Wehrenberg argues: (1) that the lease she signed in California on

June 9, 1997, is subject to the provisions of the Wisconsin Consumer Act, WIS. STAT. §§ 421 through 427 (1999-2000);¹ (2) that the circuit court's finding that she was not a legal resident of Wisconsin when she signed the lease is clearly erroneous; and (3) that the circuit court's decision violates public policy and principles of contract law. We resolve these issues against Wehrenberg. Accordingly, we affirm.

¶2 Toyota Motor Credit Corporation repossessed Wehrenberg's car on May 11, 2000, because she was delinquent in her lease payments. Toyota removed the car from a mall parking lot while Wehrenberg was shopping. Toyota returned the car to Wehrenberg on May 13, 2000. Wehrenberg filed suit against Toyota on May 17, 2000, contending Toyota had violated the Wisconsin Consumer Act (WCA) when it used "self-help" repossession. Toyota filed a counterclaim arguing that Wehrenberg had breached her motor vehicle lease and that Toyota was entitled to a replevin judgment for possession of the car and money damages. The circuit court granted Toyota's motion for prejudgment seizure of the car and the sheriff requisitioned the car from Wehrenberg. Wehrenberg moved for summary judgment, arguing that she was entitled to judgment as a matter of law under the WCA. Toyota filed a cross-motion for summary judgment to dismiss the complaint and for judgment on the counterclaim. The circuit court granted summary judgment in favor of Toyota.

¶3 Summary judgment must be granted when there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of

¹ All references to the Wisconsin Statutes are to the 1999-2000 version unless otherwise noted.

law. WIS. STAT. § 802.08(2). We review the circuit court’s decision to grant summary judgment *de novo*. ***Bethke v. Lauderdale of La Crosse, Inc.***, 2000 WI App 107, ¶6, 235 Wis. 2d 103, 612 N.W.2d 332.

¶4 Wehrenberg first argues that the contract she signed in California to lease the automobile was subject to the provisions of the WCA because it was a “motor vehicle consumer lease” as defined by the WCA.² WISCONSIN. STAT. § 429.104(9) provides in relevant part:

“Consumer lease” or “lease” means a lease *entered into in this state* that transfers the right of possession and use by a natural person of a motor vehicle primarily for a personal, family, household or agricultural purpose, for a period of time exceeding 4 months, if the total lease obligation, excluding any option to purchase or otherwise become owner of the motor vehicle at the expiration of the consumer lease, does not exceed \$25,000. (Emphasis added.)

Wehrenberg argues that the lease is subject to the provisions of the WCA because the lease was “entered into in this state.” She contends it was entered into in Wisconsin because she considered Wisconsin to be her primary and permanent residence when she signed the lease.

¶5 We reject Wehrenberg’s argument. “Statutory interpretation begins with the language of the statute itself.” ***Dubis v. General Motors Acceptance Corp.***, 2000 WI App 209, ¶7, 238 Wis. 2d 608, 618 N.W.2d 266. “If the language is clear and unambiguous on its face, we merely apply that language to the facts at hand.” *Id.* WISCONSIN STAT. § 429.104(9) is not ambiguous. It provides that a lease “entered into in this state” is provided the protections of ch. 429 and the

² The provisions of the WCA do not apply if the lease was not a “consumer lease” as defined by WIS. STAT. § 429.104(9). *See* WIS. STAT. §§ 421.202(9) and 421.301(25m).

WCA. Wehrenberg’s subjective belief that Wisconsin was her permanent residence does not transform a lease she signed in California, on which she listed a California address, into a lease “entered into” in the State of Wisconsin. “Enter” means “[t]o become a party to.” BLACK’S LAW DICTIONARY 552 (7th ed. 1999).

¶6 Wehrenberg next argues that the circuit court erred in “finding” that she was not a legal resident of Wisconsin at the time the lease was signed. Any such finding, however, would not change the outcome here. The circuit court concluded that Wehrenberg’s assertion that Wisconsin was her permanent legal residence did not create a factual dispute for purposes of summary judgment because, regardless of where Wehrenberg *believed* her permanent home to be, she did not enter into the lease in Wisconsin. We agree with the circuit court.

¶7 Finally, Wehrenberg argues that the circuit court violated public policy and principles of contract law when it granted summary judgment in favor of Toyota. The legislature enacted the WCA to, among other things, protect customers and to encourage the development of fair and economically sound consumer practices in consumer transactions. *See* WIS. STAT. § 421.102(2)(b) and (c). However, the legislature chose to limit the WCA’s application to leases “entered into in this state.” Applying the law enacted by the legislature to this case does not violate public policy. Our decision is based on well-established principles of statutory construction, not on contract law. Therefore, we reject Wehrenberg’s claims.

By the Court.—Order affirmed.

This opinion will not be published. WIS. STAT. RULE 809.23(1)(b)5.

