

known address. After he failed to respond, the circuit court entered a default judgment in favor of Midland on December 7, 2009.

Nearly four years later, on October 30, 2013, Steinhaus filed a petition for relief from judgment pursuant to WIS. STAT. § 806.07. In it, he maintained that the judgment was void under the Wisconsin Consumer Act's venue statute² because Midland brought its suit in a county where Steinhaus did not reside. He further maintained that he was not aware of the suit until a year earlier, when he saw the judgment on his credit report. Following a hearing on the matter, the circuit court denied the petition. This appeal follows.

A circuit court has wide discretion in determining whether to grant relief from judgment under WIS. STAT. § 806.07. See *Miller v. Hanover Ins. Co.*, 2010 WI 75, ¶29, 326 Wis. 2d 640, 785 N.W.2d 493. We review such a determination under the erroneous exercise of discretion standard. *Id.* “We will not reverse a discretionary determination ... if the record shows that discretion was in fact exercised and we can perceive a reasonable basis for the court’s decision. We generally look for reasons to sustain a court’s discretionary determination.” *Id.*, ¶30 (citations omitted).

Here, Steinhaus brought his petition pursuant to WIS. STAT. § 806.07(1)(d) and (h), which provide in relevant part:

- (1) On motion and upon such terms as are just, the court ... may relieve a party or legal representative from a judgment, order or stipulation for the following reasons:

....

² See WIS. STAT. § 421.401.

(d) The judgment is void;

....

(h) Any other reasons justifying relief from the operation of the judgment.

A motion under § 806.07(1)(h) must be made “within a reasonable time.” WIS. STAT. § 806.07(2).

The circuit court denied Steinhaus’ petition for two reasons. First, it was not convinced that the Wisconsin Consumer Act’s venue statute applied to the case, as it appeared that Steinhaus had been living out-of-state during the time period in which he allegedly signed the credit card contract.³ Second, it concluded that Steinhaus did not file his petition within a reasonable time.

On appeal, Steinhaus contends that the circuit court erred in denying his petition. He complains that Midland never offered the contract or evidence regarding when or where it was allegedly signed. Additionally, he submits that he took action to resolve the matter as soon as he discovered it and blames others for the delay in filing the petition.

It is true that Midland failed to present the contract or evidence regarding when or where it was allegedly signed. However, it was not Midland’s burden to show that its case against Steinhaus was properly venued and that the circuit court had jurisdiction to enter the default judgment. Rather, it was Steinhaus’s burden to show that he was entitled to relief from the

³ The circuit court based this conclusion upon Steinhaus’ resume, which indicated that he had worked in Georgia.

default judgment under WIS. STAT. § 806.07. See *Connor v. Connor*, 2001 WI 49, ¶28, 243 Wis. 2d 279, 627 N.W.2d 182.

Upon review of the record, we are not persuaded that Steinhaus has demonstrated that the default judgment was void under the Wisconsin Consumer Act's venue statute. Moreover, we agree with the circuit court that Steinhaus did not file his petition within a reasonable time, as, by his own admission, he was aware of the judgment for over a year before filing his petition. For these reasons, we are satisfied that the circuit court properly exercised its discretion in denying the petition.

Upon the foregoing reasons,

IT IS ORDERED that the order of the circuit court is summarily affirmed, pursuant to WIS. STAT. RULE 809.21.

Diane M. Fremgen
Clerk of Court of Appeals