



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

October 28, 2014

To:

Hon. Thomas T. Flugaur
Circuit Court Judge
Portage Co. Courthouse
1516 Church Street
Stevens Point, WI 54481-3598

Patricia Cal Baker
Clerk of Circuit Court
Portage Co. Courthouse
1516 Church Street
Stevens Point, WI 54481-3598

James M. Klein
Glinski, Klein, Anderson & Haka, SC
P. O. Box 325
Stevens Point, WI 54481-0325

Gary J. Kryshak
Brazeau, Wefel, Kryshak & Nettesheim LLP
262 W. Grand Ave.
P. O. Box 639
Wisconsin Rapids, WI 54494

Michael J. Lauterbach
Lauterbach Legal LLC
2417A Post Road, Suite C
Stevens Point, WI 54481

Maris Rushevics
Law Office of Maris Rushevics
1265 Main Street #106
Stevens Point, WI 54481-2885

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

2013AP2055

George Roupas v. George P. Barkoulis (L.C. # 2003CV325)

Before Blanchard, P.J., Lundsten and Sherman, JJ.

David and Barbara Zagrzebski appeal a judgment awarding George Barkoulis \$248,500 following a jury trial on Barkoulis' claim for tortious interference with a contract. 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 (2011-12).¹ We summarily affirm.

¹ All references to the Wisconsin Statutes are to the 2011-12 version unless otherwise noted.

As part of a proposed restaurant venture, the Zagrzebskis leased property to Barkoulis, and Barkoulis subleased that property to George Roupas. After Roupas failed to make required payments under sublease, Barkoulis sued the Zagrzebskis for intentional interference with a contract.² This appeal follows the second trial that resulted in a jury verdict in favor of Barkoulis.³ The circuit court denied a motion by the Zagrzebskis for a new trial and entered judgment for Barkoulis.

The Zagrzebskis contend that there was no credible evidence to support the jury finding of intentional interference with a contract or the damages award of \$248,500. So far as we can tell, the Zagrzebskis are asserting that the evidence was insufficient to support the jury verdict. See *Morden v. Continental AG*, 2000 WI 51, ¶38, 235 Wis. 2d 325, 611 N.W.2d 659 (a jury verdict withstands appellate review if “there is any credible evidence to support it”). However, the Zagrzebskis have failed to develop a legal argument, with citation to relevant legal authority, that the evidence was insufficient to sustain the jury verdict as to intentional interference with a contract or as to damages. Indeed, as Barkoulis points out, the Zagrzebskis fail to cite a single statute or case in their brief-in-chief. They do not set forth the applicable standard of review or develop an argument that the jury verdict cannot withstand that review. We can and do affirm on this basis. See *State v. Pettit*, 171 Wis. 2d 627, 646–47, 492 N.W.2d 633 (Ct. App. 1992) (this court need not consider inadequately developed arguments).

² Although this case has a long procedural history involving numerous parties and claims, the only claim relevant to this appeal is Barkoulis’ intentional interference with a contract claim against the Zagrzebskis.

³ After the first trial resulted in a jury verdict in favor of Barkoulis, the circuit court granted a motion by the Zagrzebskis for a new trial. Barkoulis appealed, and we affirmed the circuit court’s
(continued)

Although we affirm based on the Zagrzebskis' failure to adequately develop their arguments, were we to reach those arguments, we would reject them on the merits as well. The crux of the Zagrzebskis' appeal is that Roupas breached the sublease because Barkoulis breached his lease with the Zagrzebskis, not because of any action by the Zagrzebskis. In support of this argument, the Zagrzebskis point to evidence that would support that finding. For example, the Zagrzebskis point to evidence that Roupas failed to make a required down payment in September 2003, and that the Zagrzebskis met with Roupas in mid-January 2004 and discussed having Roupas take over the restaurant if Barkoulis failed. From this, the Zagrzebskis argue that there was no evidence to support a finding that the Zagrzebskis interfered with the sublease at the time Roupas failed to make the down payment. In essence, the Zagrzebskis point to evidence favorable to factual findings in their favor, as if this court were the trier of fact. This court, however, reviews jury verdicts in the light most favorable to the verdict. *Morden*, 235 Wis. 2d 325, ¶39. We conclude that the Zagrzebskis have failed to establish that the evidence was insufficient to support the jury verdict as to intentional interference with a contract. *See Wangard Partners, Inc. v. Graf*, 2006 WI App 115, ¶37 n.6, 294 Wis. 2d 507, 719 N.W.2d 523 (intentional interference with a contract is established where the plaintiff had a contract with a third party; the defendant interfered with that relationship; the interference was intentional; there was a causal connection between the interference and damages; and the defendant was not privileged to interfere).

exercise of discretion in granting the Zagrzebskis a new trial. *See Roupas v. Barkoulis*, No. 2010AP968, unpublished slip op. (WI App July 31, 2012).

Finally, the Zagrzebskis argue that the jury failed to offset the damages award by the amount Barkoulis would have had to pay under his lease with the Zagrzebskis. However, we review a jury's damages award to determine whether the award is within reasonable limits, and we view the evidence in the light most favorable to support the damages as found by the jury. *See Cords v. Anderson*, 80 Wis. 2d 525, 552-53, 259 N.W.2d 672 (1977). The sublease introduced at trial states that Roupas agreed to pay Barkoulis a total of \$285,000, and that Barkoulis agreed to "give all the options and components of the existing lease" to Roupas. This evidence supports a finding that, had Roupas performed under the sublease, Barkoulis would have received \$285,000 from Roupas and Roupas would have taken over the primary lease. Thus, the jury award of \$248,500 was within reasonable limits and supported by the evidence.

Therefore,

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

Diane M. Fremgen
Clerk of Court of Appeals