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May 11, 2015

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

2013AP1539

In re the estate of Raymond E. Hedrick: Jan Chauvin v. Dale Hedrick (L.C. # 2010PR246)

Before Blanchard, P.J., Higginbotham and Kloppenburg, JJ.

Dale Hedrick, Sr. appeals an order that denied a series of motions Hedrick had filed following his unsuccessful appeal from a prior probate order refusing to reopen a settlement agreement with his sisters relating to the estate of their father, and which directed that certain costs and attorney fees be deducted from Hedrick's portion of the settlement and that the rest of the settlement be held pending litigation of a third-party garnishment action against Hedrick.

After reviewing the briefs and record, we conclude at conference that this case is appropriate for summary disposition. *See* WIS. STAT. RULE 809.21 (2013-14).¹ We affirm.

The settlement agreement adopted by the circuit court and affirmed on the prior appeal provided that Wynne Kayser would pay her siblings Dale Hedrick and Jan Chauvin \$70,000, through Chauvin's attorney Mitchell Barrock, to release any claims against her or their father's estate, and that if the payment were not made within 120 days, a judgment in the amount of \$100,000 would be entered against her. Keyser made the required payment of \$70,000 on time, but Barrock did not distribute any funds to Hedrick for two reasons—an ongoing dispute over how much in attorney fees was to be deducted from his share, and notification to Barrock from American Family Insurance that it would garnish any settlement proceeds distributed to Hedrick to satisfy an outstanding judgment against him.

Hedrick subsequently filed motions seeking damages for breach of contract and fraud, alleging that not only had he not been paid his portion of the \$70,000, but that some of the discovery materials he had been provided about the estate prior to entry of the settlement agreement had been forged. Chauvin filed a cross-motion seeking to have Hedrick held responsible for half of the attorney fees incurred up to the time of the settlement agreement, plus all of the attorney fees incurred in relation to Hedrick's subsequent motions after Chauvin had sent him a safe harbor offer. The circuit court denied Hedrick's motions; granted Chauvin's requests for attorney fees; and directed that Barrock transfer Hedrick's portion of the settlement

¹ All references to the Wisconsin Statutes are to the 2013-14 version unless otherwise noted.

agreement to the Waukesha County Clerk of Court Office Trust Fund, to be held until settlement of American Family's claim against the proceeds.

On this appeal, Hedrick raises a number of complaints arising from the prior mediation and approved settlement, as well as the subsequent proceedings relating to attorney fees and the distribution of his portion of the settlement. His brief fails, however, to develop any coherent arguments that apply relevant legal authority to the facts of record to establish that the circuit court committed any specific error, and instead relies largely upon conclusory assertions to demand relief. *See generally* WIS. STAT. RULE 809.19(1)(d) and (e) (setting forth the requirements for briefs). For instance, Hedrick disputes the award of attorney fees against him, but does not even cite the safe harbor statute under which the award was made; similarly, he argues that he is entitled to distribution of his portion of the estate, but does not address American Family's right to collect its outstanding judgment against him.

A party must do more than “simply toss a bunch of concepts into the air with the hope that either the trial court or the opposing party will arrange them into viable and fact-supported legal theories.” *State v. Jackson*, 229 Wis. 2d 328, 337, 600 N.W.2d 39 (Ct. App. 1999). Moreover, this court need not consider arguments that are unsupported by adequate factual and legal citations or are otherwise undeveloped. *See Gorthe v. Valley Coatings, Inc.*, 2000 WI App 240, ¶6, 239 Wis. 2d 406, 620 N.W.2d 463 (regarding unsupported arguments); and *State v. Pettit*, 171 Wis. 2d 627, 646-47, 492 N.W.2d 633 (Ct. App. 1992) (regarding undeveloped arguments). Accordingly, we reject Hedrick's claims based upon the deficiencies of his brief, including the failure to adequately present any specific factual or legal questions for this court to decide.

Finally, Chauvin also moves for an award of attorney fees incurred on this appeal, arguing that all of Hedrick's claims were frivolous. We agree that Hedrick had no arguably meritorious basis for challenging the approved settlement after it had already been upheld on a prior appeal. We therefore grant the motion for attorney fees, and will remand to the circuit court for a determination of the reasonable amount of those fees. Chauvin may also submit a standard statement on costs to the clerk of this court.

IT IS ORDERED that the order of the circuit court is summarily affirmed under WIS. STAT. RULE 809.21(1).

IT IS FURTHER ORDERED that this matter is remanded to the circuit court for a determination of the reasonable amount of attorney fees incurred upon this appeal.

Diane M. Fremgen
Clerk of Court of Appeals