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**DISTRICT III**

July 19, 2016

To:

Hon. Michael H. Bloom  
Circuit Court Judge  
1 Courthouse Square  
Rhineland, WI 54501

Jonathan Thomas Forster  
1110 Iverson St.  
Rhineland, WI 54501

Brenda Behrle  
Clerk of Circuit Court  
Oneida County Courthouse  
1 Courthouse Square, PO Box 400  
Rhineland, WI 54501

Malisa Marie Vinger  
1255 Woodland Dr.  
Rhineland, WI 54501

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

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2015AP1737

Malisa Marie Vinger v. Jonathan Thomas Forster  
(L. C. No. 2015SC275)

Before Hruz, J.<sup>1</sup>

Jonathan Forster, pro se, appeals a \$295.05 judgment entered in favor of Malisa Vinger.

Based upon our review of Forster's brief and the record, we conclude this case is appropriate for summary disposition, and we summarily affirm. *See* WIS. STAT. RULE 809.21.

Vinger filed a small claims action against Forster, demanding a \$1,370.71 judgment for "half of property taxes." She attached a copy of an Oneida County 2014 real estate tax bill to the small claims summons and complaint. The bill is addressed to both Forster and Vinger, and it lists \$2,741.42 as the total due for full payment. In response, Forster filed a handwritten letter

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<sup>1</sup> This appeal is decided by one judge pursuant to WIS. STAT. § 752.31(2). All references to the Wisconsin Statutes are to the 2013-14 version unless otherwise noted.

stating he was “contesting” Vinger’s claim against him. He also filed an answer and counterclaim, alleging Vinger owed him money for past debts and demanding a \$5,750 judgment against Vinger. In particular, Forster claimed Vinger owed him money for: a “cow that was purchased”; school fees incurred as a result of Vinger not returning his textbooks; DIRECTV fees; and money that they had borrowed from Forster’s mother.

Only Vinger and Forster testified at the subsequent bench trial. Following their testimony, the circuit court found Forster had “a contractual obligation” to pay his share of the 2014 property taxes for the time Forster was living at the residence. The court calculated Forster’s share to be \$1,028.04<sup>2</sup> and granted judgment in favor of Vinger in that amount.

The circuit court then addressed Forster’s counterclaim. The court first found “there [was] insufficient evidence to prove what did or didn’t happen to [the] books.” The court also determined Forster had not articulated a theory of law that could provide a basis for it to award a judgment in Forster’s favor for the books and related school fees. Likewise, the court found that the “evidence d[id] not establish to the requisite standard that there was a loan made by Mr. Forster’s mother that Ms. Vinger was contractually obligated to pay.” The court, however, found Vinger was responsible, “on an equitable basis,” to Forster for \$156.67 in DIRECTV fees. The court also found regular beef purchases were made by the household, and the obligation to pay for the beef was “borne by the household.” Consequently, the court determined Vinger was

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<sup>2</sup> The circuit court prorated the property taxes based on Vinger’s and Forster’s consistent testimony that Forster lived at the residence for only nine months in 2014. It then divided that amount, \$2,056.07, in half to arrive at Forster’s share.

responsible for half the cost of an August 2014 beef order, which the court calculated to be \$576.32. In all, the court awarded Forster a \$732.99 judgment against Vinger.

Given the difference between Vinger's \$1,028.04 judgment and Forster's \$732.99 judgment, the circuit court determined Forster ultimately owed Vinger \$295.05 and entered a judgment in Vinger's favor accordingly. The court also denied costs to both parties. Forster now appeals.

Forster submitted his appellate brief on December 16, 2015. By order dated March 18, 2016, we informed the parties that Vinger was delinquent in filing a respondent's brief and allowed Vinger an additional five days to file a brief or to establish good cause for an extension. Vinger had not filed a respondent's brief as of April 12, 2016. As a result, on April 12, 2016, we issued an order informing the parties that this appeal would be taken under submission without further briefing, and of the consequences that may entail.

One particular consequence is that “[w]e may summarily reverse a judgment ... if the respondent fails to file a brief, [WIS. STAT. RULE 809.83(2)], and we usually do. Failure to file a respondent's brief tacitly concedes that the [circuit] court erred.” *State v. R.R.R.*, 166 Wis. 2d 306, 311, 479 N.W.2d 237 (Ct. App. 1991). However, in light of Forster's manifest failure to meet even the minimum requirements for properly prosecuting his appeal, we decline to summarily reverse the judgment in this case.

The “statement of issue,” “statement of the case,” “statement of the facts,” “argument” and “conclusion” in Forster's brief are, combined, a little over two pages in length, with double-spacing and healthy margins. His “argument” consists entirely of the following, which is copied verbatim:

I. Malisa Vinger should be required to pay all of the taxes on the property that we shared.

Ms. Vinger was the only person working during our relationship and she paid all of the bill. Holding me responsible for the bills that I was not able to afford or pay during our relationship

II. Ms. Vinger should be held responsible for the beef because she was employed and she paid all of the bills.

Ms vinger ordered the beef it was in her name and she was responsible for the meat.

Forster's argument is completely undeveloped and includes one sentence that is actually a fragment. *See State v. Pettit*, 171 Wis. 2d 627, 646-47, 492 N.W.2d 633 (Ct. App. 1992) (we need not address undeveloped arguments). Overall, Forster's brief does not cite any legal authority, does not cite and barely discusses any evidence in the record, does not cite to or provide any meaningful discussion of the circuit court's decision, and, indeed, does not provide any record citations. *See* WIS. STAT. RULE 809.19(1)(e). Additionally, while his appellate brief contains an otherwise blank page titled "Appendix," and an appendix certification, Forster did not submit any documents for the appendix, including the portions required by rule. *See* WIS. STAT. RULE 809.19(2)(a) ("The appellant's brief shall include a short appendix containing, at a minimum, the findings or opinion of the circuit court, limited portions of the record essential to an understanding of the issues raised, including oral or written rulings or decisions showing the circuit court's reasoning regarding those issues ....").

We may afford some leniency to pro se appellants; however, pro se appellants are generally still bound by the same rules that apply to attorneys on appeal. *See Waushara Cty. v. Graf*, 166 Wis. 2d 442, 452, 480 N.W.2d 16 (1992). Furthermore, we will not abandon our neutrality to develop arguments for Forster, *see Industrial Risk Insurers v. American Eng'g*

*Testing, Inc.*, 2009 WI App 62, ¶25, 318 Wis. 2d 148, 769 N.W.2d 82, which, here, would mean developing all of his arguments. Therefore,

IT IS ORDERED that the judgment of the circuit court is summarily affirmed.

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*Diane M. Fremgen*  
*Clerk of Court of Appeals*