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**DISTRICT II**

May 31, 2017

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

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2015AP1543

Landmark Credit Union v. Sandra A. Baumgartner  
(L.C. #2014CV1032)

Before Neubauer, C.J., Gundrum and Hagedorn, JJ.

Sandra Baumgartner appeals from a circuit court order dismissing her third-party complaint against Marc G. Mathys, Orit Moskalensky and Mediator Law Group, P.C. Based upon our review of the briefs and record, we conclude at conference that this case is appropriate for summary disposition. WIS. STAT. RULE 809.21 (2015-16).<sup>1</sup> We affirm.

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<sup>1</sup> All references to the Wisconsin Statutes are to the 2015-16 version unless otherwise noted.

Landmark Credit Union sued Baumgartner to collect a debt. Baumgartner filed a third-party complaint against Mathys, Moskalensky and Mediator Law Group, P.C. (hereafter Mediator Law Group), an entity she had retained to settle her debts, including her debt to Landmark. Baumgartner alleged that she made monthly payments to Mediator Law Group to disburse to her creditors, including Landmark. Mediator Law Group did not disburse any payments to Landmark and subsequently returned all of Baumgartner's monthly payments. Baumgartner alleged that Mediator Law Group breached its contract and fiduciary duty to her. Baumgartner also alleged that Mediator Law Group violated the Wisconsin Consumer Act, WIS. STAT. § 421.101.

Mediator Law Group moved to dismiss the third-party complaint for lack of jurisdiction and because the parties' contract requires that all disputes relating to the contract had to be venued in Ventura County, California, with California law to be applied. At the hearing on the motion to dismiss, Mediator Law Group emphasized that the basis for its motion was the contract's choice of venue provision, not the contract's choice of law provision. The court relied upon the contract's venue provision and granted the motion to dismiss. Baumgartner appeals.

As a threshold issue, we note that Baumgartner's appellate briefs do not comply with the Rules of Appellate Procedure. The briefs do not contain citations to the record for proceedings held or facts cited. WIS. STAT. RULE 809.19(1). Compliance with the rules is required because as a high-volume intermediate appellate court, we cannot take time either to sift the record for facts to support the appellant's arguments or to distinguish facts of record from newly asserted allegations that are outside of the record. *State v. Pettit*, 171 Wis. 2d 627, 646-47, 492 N.W.2d 633 (Ct. App. 1992). The briefs also violate RULE 809.19(1)(i) because in many places they refer to the parties by party designation rather than by name.

“We decline to embark on our own search of the record, unguided by references and citations to specific” proceedings and facts. *Mogged v. Mogged*, 2000 WI App 39, ¶19, 233 Wis. 2d 90, 607 N.W.2d 662 (1999) (citation omitted). We decline to consider any assertion unsupported by a reference to the record.

In addition to a dearth of record references, the appellate briefs do not adequately develop any argument challenging the contract’s venue provision. The circuit court’s ruling was based on the venue provision, and Baumgartner has the burden to show error. We do not consider undeveloped arguments. *W.H. Pugh Coal Co. v. State*, 157 Wis. 2d 620, 634, 460 N.W.2d 787 (Ct. App. 1990).

As stated, Baumgartner’s briefs do not squarely address the circuit court’s ruling: the venue provision in the contract required that Baumgartner bring her claims in California. Baumgartner’s briefs focus on the choice of law issue,<sup>2</sup> which is distinct from the venue issue upon which the circuit court decided the motion to dismiss. In addition, there is no indication in the briefs, via record references, that Baumgartner’s arguments about the Wisconsin Consumer Act’s significance for the venue issue were developed in the circuit court. The briefs leave us in the position of having to develop Baumgartner’s arguments, which we will not do.

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<sup>2</sup> Baumgartner relies upon *Bush v. National School Studios, Inc.*, 139 Wis. 2d 635, 407 N.W.2d 883 (1987), a Wisconsin Fair Dealership Law choice of law case, and *Coady v. Cross Country Bank, Inc.*, 2007 WI App 26, 299 Wis. 2d 420, 729 N.W.2d 732, a Wisconsin Consumer Act case that addresses choice of law but not venue issues.

Because we affirm the circuit court's determination that venue was not in Wisconsin, we need not address any of Baumgartner's other appellate claims.<sup>3</sup> We also need not address Mediator Law Group's arguments that the Wisconsin court lacked personal jurisdiction over it. Finally, we take no action on the motion to strike portions of the reply brief.

Upon the foregoing reasons,

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

IT IS FURTHER ORDERED that no action is taken on the motion to strike portions of the reply brief.

IT IS FURTHER ORDERED that this summary disposition order will not be published and may not be cited except as provided under WIS. STAT. RULE 809.23(3).

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

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<sup>3</sup> On appeal, Baumgartner argues that she had a right to amend her third-party complaint, the Wisconsin Consumer Act requires that Baumgartner's claims be litigated in Wisconsin, the contract was obtained by fraud, and Mediator Law Group was not a licensed credit service or debt service company in Wisconsin and was practicing law in Wisconsin without a license.