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DISTRICT IV

April 23, 2018

To:

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

2017AP619

ARMtech Insurance Services, Inc. v. Jane A. Kohlman
(L.C. # 2015CV257)

Before Lundsten, P.J., Kloppenburg and Fitzpatrick, JJ.

Summary disposition orders may not be cited in any court of this state as precedent or authority, except for the limited purposes specified in WIS. STAT. RULE 809.23(3).

Jane Kohlman, pro se, appeals a money judgment awarded to ARMtech Insurance Services, Inc. Kohlman contends that she was not afforded a sufficient opportunity to be heard at the summary judgment hearing and that the court erroneously found that Kohlman did not raise any factual dispute. 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 (2015-16).¹ We summarily affirm.

ARMtech filed this action against Kohlman to recover unpaid insurance premiums and an overpayment of claim benefits under breach of contract and unjust enrichment theories. ARMtech argued that: (1) in 2011, Kohlman obtained crop insurance from ARMtech; (2) for the 2011 crop year, Kohlman paid insurance premiums and received a claim payment from ARMtech at the rate for a “New Producer”; (3) Kohlman was not, in fact, a new producer in 2011; and (4) Kohlman therefore should have paid higher insurance premiums and received a lower claim payment. ARMtech argued that it was entitled to recover the amount of the premiums that Kohlman should have paid and the overpayment of the claim benefit. Kohlman opposed ARMtech’s motion for summary judgment. However, at the summary judgment hearing, Kohlman conceded that she was treated as a new producer under the policy but that she was not a new producer at that time. The circuit court granted summary judgment to ARMtech and awarded a money judgment.

“A party is entitled to summary judgment when there are no genuine issues of material fact and that party is entitled to judgment as a matter of law.” *Palisades Collection LLC v. Kalal*, 2010 WI App 38, ¶9, 324 Wis. 2d 180, 781 N.W.2d 503. Under our summary judgment methodology, we must examine the moving party’s submissions to determine whether those submissions establish a prima facie case for summary judgment. *Id.* If the moving party has made a prima facie case for summary judgment, we then examine the opposing party’s

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

submissions to determine whether there are material facts in dispute to preclude summary judgment. *Id.* “We review de novo the grant of summary judgment, employing the same methodology as the circuit court.” *Id.*

Kohlman contends that she was not provided a sufficient opportunity to speak at the summary judgment hearing. Kohlman states that she did not personally prepare her insurance application, which ARMtech submitted with its summary judgment motion to show that Kohlman applied for insurance as a new producer. Kohlman asserts that the form was prepared by Kohlman’s insurance agent, and that the form was illegible.

The transcript of the summary judgment hearing indicates that the circuit court allowed Kohlman the opportunity to explain why she opposed summary judgment. The court specifically asked Kohlman whether she was asserting any factual dispute that would preclude summary judgment. The court noted that the insurance form was difficult to read, and clarified with Kohlman that she did not dispute that she was treated as a new producer and compensated as a new producer under her policy with ARMtech, and that she was not, in fact, a new producer at that time. Kohlman stated, however, that she opposed summary judgment because the insurance application was prepared by Kohlman’s insurance agent rather than by Kohlman herself, and that Kohlman’s insurance agent was relying on information the agent received from Kohlman’s previous insurer. Kohlman specifically stated that the only factual issue that Kohlman identified as in dispute was “[h]ow these figures got on this form when they knew that I wasn’t a new producer.”

Thus, the record establishes that Kohlman was provided a sufficient opportunity to speak at the summary judgment hearing and that Kohlman was able to address the issue of the legibility

of the report and who prepared it. Moreover, Kohlman does not state what she wished to raise but did not, nor does she explain what information was illegible on the report or in what way that information would be relevant to this case.² Accordingly, we reject Kohlman's arguments as insufficiently developed. See *State v. Pettit*, 171 Wis. 2d 627, 646, 492 N.W.2d 633 (Ct. App. 1992) (“We may decline to review issues inadequately briefed.”).

Kohlman also contends that the circuit court made an erroneous finding as to whether Kohlman raised any factual dispute. Kohlman cites the court's finding that Kohlman was responsible for the accuracy of the insurance application, and that, “if they are inaccurate, which was not objected to here or disputed here,” then Kohlman was liable for repayment of those amounts. Kohlman argues that the court's finding was erroneous because Kohlman disputed the amounts claimed by ARMtech by stating that “these figures are not even going to come close to being right ... you are going to have to go back and look at my past history now.” Kohlman also asserts that she disputed “[h]ow these figures got on this form when they knew that I wasn't a new producer.” However, the circuit court finding cited by Kohlman was that, “if [the documents] are *inaccurate*, which was not objected to here or disputed here, that [Kohlman] is liable for the repayment of those claims to [ARMtech]” (emphasis added). Thus, the court found that Kohlman did not dispute that the information on the forms was *inaccurate*. As set forth above, that finding was fully supported by the record. Accordingly, Kohlman has not identified any erroneous finding by the circuit court.

² Kohlman also states that her attorney, who withdrew at the outset of the summary judgment hearing, did not “follow[] up on many of the issues.” Kohlman does not relate that statement to any legal argument, and we therefore do not consider it further. See *State v. Pettit*, 171 Wis. 2d 627, 646, 492 N.W.2d 633 (Ct. App. 1992) (“Arguments unsupported by references to legal authority will not be considered.”).

In sum, Kohlman has provided no basis for this court to reverse the circuit court order granting summary judgment to ARMtech and granting ARMtech a money judgment for the amount of Kohlman's underpayment on the insurance premiums and the overpayment of benefits. Therefore,

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

IT IS FURTHER ORDERED that this summary disposition order will not be published.

Sheila T. Reiff
Clerk of Court of Appeals