

**COURT OF APPEALS  
DECISION  
DATED AND FILED**

**December 4, 2012**

Diane M. Fremgen  
Clerk of Court of Appeals

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**Appeal No. 2011AP2489**

2009CV12397

**STATE OF WISCONSIN**

**IN COURT OF APPEALS  
DISTRICT I**

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**CHARLES EDLEBECK AND SHARON EDLEBECK,**

**PLAINTIFFS-APPELLANTS,**

**v.**

**OJBFC, BOURAXIS PROPERTIES, LLC, PAUL BOURAXIS, MAWICKE &  
GOISMAN, S.C. AND PAUL G. SHERBURNE, ESQ.,**

**DEFENDANTS-RESPONDENTS.**

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APPEAL from judgments of the circuit court for Milwaukee County:  
DOMINIC S. AMATO, Judge. *Affirmed.*

Before Curley, P.J., Kessler and Brennan, JJ.

¶1 BRENNAN, J. This case arises out of a real estate transaction between Charles Edlebeck (“Edlebeck”) and Paul Bouraxis (“Bouraxis”).

Edlebeck and his wife Sharon<sup>1</sup> appeal from judgments entered following the circuit court's orders dismissing on summary judgment their claims against OJBFC, Inc., Bouraxis Properties, LLC, and Bouraxis (collectively, "the Bouraxis Defendants"), and Mawicke & Goisman, SC, and Attorney Paul G. Sherburne ("Sherburne") (collectively, "the Sherburne Defendants").<sup>2</sup> For the reasons which follow, we affirm.

### **BACKGROUND<sup>3</sup>**

¶2 In early 2005, Bouraxis, through an associate, approached Edlebeck and asked if he would be interested in purchasing two restaurants: one located at 2130 South Kinnickinnic Avenue, Milwaukee, Wisconsin ("KK Restaurant") and the second located at 7822 West Capitol Drive, Milwaukee, Wisconsin. Edlebeck was interested, and Edlebeck and Bouraxis eventually agreed on a final purchase

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<sup>1</sup> While both Charles and Sharon Edlebeck filed suit, the primary actor in the real estate transaction was Charles. To avoid confusion, we refer only to Charles in the remainder of the decision.

<sup>2</sup> The Honorable Timothy G. Dugan presided over the case and ruled on the summary judgment motions upon which this appeal rests; however, the case was transferred after the final summary judgment hearing relevant to this appeal, and the Honorable Dominic Amato signed the final judgments.

<sup>3</sup> This case was decided on summary judgment. The facts set forth in the background section are those that are undisputed by the parties unless otherwise noted.

We also note with displeasure that the statement of facts and statement of the case in Edlebeck's brief, while lengthy at nearly nineteen pages, contain only minimal citations to the record, despite the requirements of WIS. STAT. RULE 809.19 (2009-10). Given the complex procedural history of this case, which resulted, in many instances, from Edlebeck's counsel's inattention to detail and failure to abide by the circuit court's scheduling orders, the lack of citation was particularly frustrating to this court. However, because we are affirming the circuit court, we accept Edlebeck's undisputed assertions of what the record contains as true for the purposes of this appeal.

All references to the Wisconsin Statutes are to the 2009-10 version unless otherwise noted.

price of \$2,500,000 with \$250,000 to be paid in cash to Bouraxis at closing. When Edlebeck was unable to secure reasonable financing for the purchase from conventional lenders, Bouraxis agreed to personally finance the transaction.

¶3 Edlebeck met with Bouraxis and Sherburne, Bouraxis's attorney, to discuss the details of the proposed sale. At this meeting, Edlebeck informed Sherburne that he would retain an attorney to represent his interests. Despite Edlebeck's representation, he did not retain counsel. In May 2005, Sherburne delivered a draft of the purchase agreement to Edlebeck, affixing the following disclaimer to the cover letter: "Attached for your review and discussion with your counsel is the draft of the purchase agreement." Shortly thereafter, Edlebeck suffered from health problems and the transaction was put on hold.

¶4 In late July 2005, Bouraxis again contacted Edlebeck, suggesting that the parties revive their negotiations. Bouraxis further proposed that Sherburne prepare the purchase agreement. Edlebeck agreed, consenting to split Sherburne's attorney's fees with Bouraxis. Because Edlebeck had not retained counsel, he dealt directly with Sherburne. The parties agree that Sherburne neither told Edlebeck that he was acting as Edlebeck's attorney nor did he have Edlebeck sign a retainer agreement.

¶5 Upon reviewing a May 2005 draft of the purchase agreement, Edlebeck sent revisions to Sherburne's office in August 2005. Later in August, Sherburne's office sent Edlebeck a new draft of the purchase agreement, with material, unmarked changes, favorable to Bouraxis, including converting the transaction into a land contract. In September 2005, upon reviewing the new draft, Edlebeck requested that Sherburne make further changes to the purchase

agreement. Edlebeck admits that Sherburne never responded to Edlebeck's letter, and therefore, Edlebeck did not know if Sherburne made the requested changes.

¶6 Later in September 2005, Edlebeck met with Sherburne and Bouraxis to close on the sale. The parties disagree over whether Sherburne read the purchase agreement to Edlebeck, discussing the material changes he had made. Edlebeck admits that he did not read the closing documents prior to signing them. Edlebeck consequently assumed ownership of the restaurants, and, according to Edlebeck, he operated the restaurants as Bouraxis had prior to the sale. Edlebeck also alleges that he operated the restaurants at a loss from the start of the very first month.

¶7 Edlebeck listed the two restaurants for sale in February 2007. In March 2007, Edlebeck began negotiating a potential sale of the KK Restaurant to a Culver's Franchise Systems, Inc. ("Culver's") franchisee, Demetrios Dimitropoulos ("Dimitropoulos"). The sale was contingent on Dimitropoulos's receipt of approval from Culver's for that location. Culver's ultimately declined approval and the sale fell through. The letter from Culver's stated, in its entirety: "Your proposed site that is located on Kinnickinnic Avenue and Becher Street in Milwaukee, Wisconsin is not approved for development as a Culver's® restaurant. Thank you for your interest. Please call me when you have another location to be considered."

¶8 After the sale fell through, Edlebeck became aware that Bouraxis had held the KK Restaurant subject to deed restrictions, which gave the previous owner, Burger King Corporation, a right of first refusal and imposed a restriction on the amount of ground beef that could be sold at that location. Edlebeck notified Bouraxis of the conflict, and Bouraxis's attorneys successfully removed all known

deed restrictions. Despite this setback, however, Dimitropoulos indicated a continuing interest in purchasing the property for purposes other than development as a fast food restaurant.

¶9 In April 2009, Edlebeck and Bouraxis entered into a mitigation agreement, which returned the restaurants to Bouraxis. Edlebeck then filed this lawsuit in August 2009, alleging claims for breach of contract, unfair trade practices under WIS. STAT. § 100.18, and theft by misrepresentation under WIS. STAT. § 943.20 against the Bouraxis Defendants, and claims for professional negligence and breach of fiduciary duty against the Sherburne Defendants. The complaint also alleged claims for conspiracy to commit fraud and injury to business pursuant to WIS. STAT. § 134.01 against all of the defendants.

¶10 In January 2010, the circuit court entered a scheduling order, requiring Edlebeck to file “the name, address, resume and written report of each expert witness who will testify” and “an itemized statement of damages” by May 5, 2010. The order expressly stated, in bold lettering, that “[w]itnesses and damage claims not disclosed in full compliance with this rule will be excluded from trial, unless good cause is shown.” (Emphasis omitted.)

¶11 On May 3, 2010, just prior to the deadline to file his witness list and statement itemizing his damages, Edlebeck asked for an extension of time, citing discovery difficulties. The parties stipulated to the extension of time. Thereafter, Edlebeck filed his first witness list on May 7, 2010, but had the right to file an amended witness list by June 15, 2010. On June 18, 2010, after the deadline, Edlebeck filed his amended witness list. He did not file a statement of damages.

¶12 At the same time Edlebeck filed his request for an extension of time on the scheduling order, he filed a motion for summary judgment on his breach-of-

contract claim. Edlebeck alleged that Bouraxis breached a warranty in the purchase agreement guaranteeing that the restaurants were free of encumbrances, and that he suffered injury from the breach when he was unable to sell the KK Restaurant to Dimitropoulos. In July 2010, following a hearing on the motion, the circuit court partially granted the motion, finding that the purchase agreement's warranty to provide clear title had been breached. However, the court left open the question of whether Edlebeck had suffered damages caused by the breach.

¶13 Following motions to compel and to amend the scheduling order, the circuit court held a hearing in November 2010, at which the parties aired numerous discovery grievances. The circuit court then amended the scheduling order, yet again, permitting Edlebeck until February 25, 2011, to amend his witness list. On February 28, 2011, after the deadline, Edlebeck filed his second amended witness list. He still did not file a statement of damages.

¶14 On March 11 and March 14, 2011, respectively, both the Sherburne Defendants and the Bouraxis Defendants moved for summary judgment. The Bouraxis Defendants' motion was based, in part, on Edlebeck's failure to file a statement itemizing his damages.

¶15 On March 24, 2011, in response to the Bouraxis Defendants' motion for summary judgment, Edlebeck moved for leave to amend the scheduling order so that he could file a statement of damages. At a hearing on the motion to amend the scheduling order, Edlebeck's counsel conceded that the missing statement of damages had simply been "overlooked." The circuit court noted in frustration that Edlebeck's failure to provide evidence of damages, despite multiple opportunities and without just cause, unjustifiably hindered the court's ability to control its calendar. However, the court permitted Edlebeck to file the statement of damages,

but also reopened discovery for the defendants at Edlebeck's expense. On March 31, 2011, Edlebeck finally submitted his one-page statement of damages, claiming damages totaling \$2,866,300. The statement states, in its entirety:

Pecuniary Damages:

|   |                |
|---|----------------|
| Payments made at closing  | \$250,000.00   |
| Reduction in mortgage   | \$400,000.00   |
| Closing costs   | \$50,920.50    |
| Total amount of cash invested to fund losses<br>in the operations | \$1,692,107.30 |
| Accounts payables, taxes and misc.                                | \$469,972.20   |
| Total   | \$2,866,300.00 |

Excluding statutory damages, punitive damages, attorney's fees, costs, and interest.

Edlebeck did not attach any documents to the statement to support the numbers set forth therein.

¶16 In May 2011, the circuit court held a hearing on the defendants' motions for summary judgment. The court dismissed Edlebeck's claim for breach of contract against the Bouraxis Defendants because, while the court had previously concluded that there had been a breach, Edlebeck had not presented any evidence of damages flowing from the breach. The court also found that there was no evidence that the deal to sell the KK Restaurant to Dimitropoulos fell through because of the deed restrictions. Rather, the court found that all of the evidence submitted merely reflected that Culver's failed to approve the property because of its location. The court also dismissed Edlebeck's professional-negligence and breach-of-fiduciary-duty claims against the Sherburne Defendants, finding, among other things, that Edlebeck had failed to present evidence from

which a reasonable factfinder could conclude that he had entered into an attorney-client relationship with Sherburne.

¶17 The circuit court permitted the parties to file supplemental briefs on the remaining claims, and continued the hearing. In his supplemental brief, Edlebeck attempted to re-argue the breach-of-contract claim already dismissed by the court. In doing so, Edlebeck attached a copy of a previously undisclosed cancellation agreement with Dimitropoulos, and a previously undisclosed expert report.

¶18 At the continued summary judgment hearing, in June 2011, the circuit court struck the newly discovered evidence from the record, noting its frustration with Edlebeck and his counsel, stating:

There have been multiple extensions of discovery, to give the plaintiff an opportunity to produce documents, respond to discovery, and to present its case. And now subsequent to the Court actually deciding the issue, you find a new document. We have a supplemental affidavit from Mr. Dimitropoulos, who everybody has known about, who could've in a deposition, could've in an affidavit stated what's contained in the document as being true and correct.

....

The theory should've been very clear prior to filing the lawsuit, and yet we continue to go on, we continue to extend time for discovery, time for disclosure in violation of the scheduling order, and subsequent to all the briefing that's filed regarding the motion for summary judgment.

And then just by miracle Mr. Ed[le]beck finds a document that's been sitting in his office since some time in 2007 or 2008. I don't find that it's done in good faith, and it's a clear violation of the scheduling order without any clear justification.



The circuit court went on to dismiss Edlebeck's claims for theft by misrepresentation, conspiracy to commit fraud, and injury to business for various reasons irrelevant to this appeal. Edlebeck's WIS. STAT. § 100.18 claim for unfair trade practices, while surviving this round of summary judgment, was later dismissed as barred by the statute of limitations.<sup>4</sup> Edlebeck appeals.

¶19 Additional facts are included as necessary in the discussion section.

### DISCUSSION

¶20 We identify two issues raised by Edlebeck on appeal. First, whether the circuit court erred in dismissing his breach-of-contract claim against the Bouraxis Defendants for failure to show damages and for failure to present evidence that the breach caused any damages; and second, whether the circuit court erred in dismissing his professional-negligence and breach-of-fiduciary-duty claims against the Sherburne Defendants for failing to assert facts on which a reasonable finder of fact could conclude that an attorney-client relationship existed between Edlebeck and Sherburne. We affirm the circuit court on both for the reasons stated below. To the extent that Edlebeck attempts to challenge the circuit court's decision to dismiss his remaining claims on appeal, to wit, his claims for theft by misrepresentation, conspiracy to commit fraud, and injury to business, we decline to review the issues as inadequately briefed. *See State v. Pettit*, 171 Wis. 2d 627, 646, 492 N.W.2d 633 (Ct. App. 1992).

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<sup>4</sup> Judge Amato decided the motion for summary judgment regarding the WIS. STAT. § 100.18 claim and signed the resulting judgment. Edlebeck has admittedly abandoned that claim on appeal.

¶21 Our review in cases on appeal from summary judgment is well known. We review the denial or grant of a summary judgment motion *de novo*, employing the same methodology as the circuit court. *Green Spring Farms v. Kersten*, 136 Wis. 2d 304, 315, 401 N.W.2d 816 (1987). The circuit court must grant and we must affirm summary judgment if the record demonstrates that there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *See* WIS. STAT. § 802.08(2).

#### **I. Breach of Contract.**

¶22 Edlebeck's breach-of-contract claim asserted that Bouraxis breached a warranty in the parties' final purchase agreement that stated that the titles to the restaurants were unencumbered when, in fact, the special warranty deed to the KK Restaurant contained a restriction on the sale of ground beef products and a right of first refusal in favor of Burger King Corporation. Edlebeck alleges that he suffered damages when he was unable to sell the KK Restaurant to Dimitropoulos because of the deed restrictions. The circuit court concluded that Bouraxis did breach the contract, in that the purchase agreement did falsely contain the warranty, but ultimately concluded that Edlebeck failed to set forth any damages or to present evidence that his failure to sell the KK Restaurant to Dimitropoulos resulted from the breach. We need not determine whether Edlebeck presented evidence that the breach caused his damages because we agree with the circuit court that Edlebeck has not alleged any damages flowing from the breach.

¶23 In a breach-of-contract action, the plaintiff has the burden of proving that he "has sustained some injury and must establish sufficient data from which the [trier of fact] could properly estimate the amount." *Plywood Oshkosh, Inc. v. Van's Realty & Constr. of Appleton, Inc.*, 80 Wis. 2d 26, 31, 257 N.W.2d 847

(1977). Edlebeck has set forth no such sufficient data here. Edlebeck does not identify what his damages are, does not point to any foundational documents asserting his damages, and does not name any expert witnesses who can support his claim for damages. Furthermore, nowhere in any of his submissions to this court does he deny the Bouraxis Defendants' assertion that Edlebeck's failure to allege damages attendant to the loss of the KK Restaurant sale is fatal to his claim. *See Charolais Breeding Ranches, Ltd. v. FPC Secs. Corp.*, 90 Wis. 2d 97, 109, 279 N.W.2d 493 (Ct. App. 1979) (Unrefuted arguments are deemed admitted.). As such, we must affirm the circuit court. *See B & D Contractors, Inc. v. Arwin Window Sys., Inc.*, 2006 WI App 123, ¶4 n.3, 294 Wis. 2d 378, 718 N.W.2d 256 (court of appeals may affirm the circuit court on any ground).

¶24 To the extent that Edlebeck argues that the damages flowing from the breach of contract are set forth in his statement of damages, we conclude there is no evidence in the record to support that assertion. The record does show that, after being given multiple opportunities and extensions of time, Edlebeck did finally file a statement of damages with the circuit court. However, the damages set forth in the one-page statement appear to relate to Edlebeck's theft-by-misrepresentation and injury-to-business claims, rather than his breach-of-contract claim. Even if we accept that those damages are related to Edlebeck's failure to sell the KK Restaurant to Dimitropoulos, there are no supporting documents to tie the alleged damages to the failed sale,<sup>5</sup> and Edlebeck did not name an expert witness to tie the damages to the sale. As such, we affirm the circuit court.<sup>6</sup>

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<sup>5</sup> In our search of the record, we have located some payroll records for the restaurants; "a breakdown of accounts payable for each store and itemization of the closing costs"; and "tax returns for the Omega Burger KK restaurant." If Edlebeck believes his statement of damages is supported by these documents, we disagree. We see no obvious correlation between these

(continued)

## II. Professional Negligence and Breach of Fiduciary Duty.

¶25 In order to succeed on his professional-negligence and breach-of-fiduciary-duty claims against the Sherburne Defendants, Edlebeck must demonstrate that he and Sherburne entered into an attorney-client relationship. *See Lewandowski v. Continental Cas. Co.*, 88 Wis. 2d 271, 277, 276 N.W.2d 284 (1979) (professional negligence or legal malpractice); *Zastrow v. Journal Commc'ns, Inc.*, 2006 WI 72, ¶¶27, 32, 291 Wis. 2d 426, 718 N.W.2d 51 (breach of fiduciary duty). The circuit court concluded that Edlebeck failed to produce any evidence from which a reasonable factfinder could conclude that such a relationship with Sherburne had been established, and therefore, dismissed both claims. We agree with the circuit court's assessment of the evidence.

¶26 Edlebeck had the initial burden of proving the existence of an attorney-client relationship. *See Security Bank v. Klicker*, 142 Wis. 2d 289, 295, 418 N.W.2d 27 (Ct. App. 1987). We apply the rules of contract formation when determining whether an attorney-client relationship exists. *Id.* However, a formal agreement is not essential. *Id.* An attorney-client “relationship may be implied from the words and actions of the parties.” *Id.* Whether an attorney-client relationship exists rests on the intent of the parties and presents a question of fact for the factfinder. *Marten Transp. Ltd. v. Hartford Specialty Co.*, 194 Wis. 2d 1, 14, 533 N.W.2d 452 (1995). Here, the parties agree that there was no contract

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documents and the damages in his statement, nor do we see any obvious correlation between these documents and any damages that may have resulted from the failure to sell the KK Restaurant to Dimitropoulos.

<sup>6</sup> We also note that the damages set forth in Edlebeck's statement of damages are different than the damages he alleges in his summary judgment motion, which are different still from the damages he sets forth in his affidavit filed with the circuit court. Edlebeck does not explain the differences in each of these damage claims.

expressly stating that Sherburne represented Edlebeck in the real estate transaction with Bouraxis.<sup>7</sup> As such, we turn to the question of whether Edlebeck set forth facts on summary judgment from which such a relationship could be reasonably inferred.

¶27 In support of Edlebeck’s argument that he entered into an attorney-client relationship with Sherburne, Edlebeck relies on the following undisputed facts: (1) that Edlebeck and Bouraxis entered into an agreement whereby Edlebeck would pay one-half of Sherburne’s attorney’s fees; and (2) that none of the correspondence that Edlebeck received from Sherburne after agreeing with Bouraxis to pay one-half of Sherburne’s attorney’s fees included a request to “review and discuss[] with your counsel.” We conclude that a reasonable factfinder could not conclude that Edlebeck and Sherburne entered into an attorney-client relationship based on that evidence.

¶28 To begin, the agreement between Edlebeck and Bouraxis to split Sherburne’s attorney’s fees was simply that: an agreement to split attorney’s fees. Edlebeck and Bouraxis never agreed that Sherburne would represent Edlebeck, nor could they have reached such an agreement. An agreement that Sherburne was representing Edlebeck would necessarily have to be between Edlebeck and Sherburne, and Edlebeck admits that he never asked Sherburne to represent him

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<sup>7</sup> Edlebeck attempts to shift the burden of proof onto the Sherburne Defendants, stating: “More importantly, the [sic] is no record that the Sherburne Defendants sent Edlebeck a letter or verbally stating [sic] that even though Edlebeck was paying one-half of the attorney fees charged by the Sherburne Defendants for drafting the documents, the Sherburne Defendants were not representing Edlebeck in this transaction.” The Sherburne Defendants are under no obligation to produce evidence demonstrating that no attorney-client relationship existed. Edlebeck bears the burden of producing some evidence that it did. See *Security Bank v. Klicker*, 142 Wis. 2d 289, 295, 418 N.W.2d 27 (Ct. App. 1987).

and that Sherburne never discussed the possibility of representation with Edlebeck.<sup>8</sup>

¶29 Furthermore, we are unpersuaded by Edlebeck's argument that a reasonable factfinder could infer an attorney-client relationship between Edlebeck and Sherburne from Sherburne's failure to reference Edlebeck's counsel in correspondence following Edlebeck's attorney-fee agreement with Bouraxis. Edlebeck correctly notes that when he received the first draft of the purchase agreement in May 2005, prior to Edlebeck's agreement with Bouraxis to split Sherburne's attorney's fees, Sherburne included a note on the cover page that the purchase agreement was "[a]ttached for your review and discussion with your counsel." Future drafts, sent after Edlebeck and Bouraxis agreed to split Sherburne's attorney's fees, failed to include this message. From this, Edlebeck argues that a reasonable factfinder could infer that Sherburne was representing him. We conclude that such an assumption is unreasonable. The mere absence of that message, without more, cannot imply the existence of an attorney-client relationship.

¶30 Simply put, a reasonable factfinder could not infer an attorney-client relationship between Edlebeck and Sherburne based on these facts. Edlebeck

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<sup>8</sup> The Sherburne Defendants also argue that it is common in large real estate transactions for the buyer to pay the lender's attorney's fees with no expectation of representation. Because here, Bouraxis was acting as the lender (as well as the seller), and because Edlebeck is a sophisticated businessman who has engaged in many real estate transactions, the Sherburne Defendants argue that it was unreasonable for Edlebeck to believe Sherburne was representing him based on the agreement with Bouraxis to pay one-half of Sherburne's attorney's fees. Edlebeck argues that this real estate transaction was unique because Bouraxis was acting as both the lender and the seller. We need not delve into the particulars of the parties' arguments because we conclude that even if we accept Edlebeck's position that this was not a traditional real estate transaction, it is still unreasonable to infer an attorney-client relationship between Edlebeck and Sherburne based upon these facts.

admits in his brief that the two never discussed any such relationship; that Sherburne ignored his September 2007 letter instructing Sherburne to make changes in the purchase agreement favorable to Edlebeck; that the revisions to the purchase agreement that Sherburne sent to Edlebeck in August 2007 included material changes favorable to Bouraxis, including converting the transaction into a land contract, which Sherburne did not explain or point out to Edlebeck; and that Sherburne never sent Edlebeck a final draft of the offer to purchase and other closing documents before closing. Given those facts, it would be contrary to the law to infer that Edlebeck and Sherburne had entered into an attorney-client relationship. As such, we affirm the circuit court's decision to dismiss the professional-negligence and breach-of-fiduciary-duty claims against the Sherburne Defendants, which were reliant on the existence of such a relationship.<sup>9</sup>

### **III. Theft by Misrepresentation, Conspiracy to Commit Fraud, and Injury to Business.**

¶31 The Bouraxis Defendants argue that Edlebeck's remaining claims, to wit, his claims for theft by misrepresentation, conspiracy to commit fraud, and injury to business, are inadequately briefed and ask that we decline to review them. *See Pettit*, 171 Wis. 2d at 646. Edlebeck fails to respond to this argument in his reply brief, and therefore, it is deemed admitted. *See Charolais Breeding Ranches*, 90 Wis. 2d at 109. As such, we affirm.

¶32 However, even if Edlebeck had addressed the argument in his reply brief, we would have concluded that his remaining claims were inadequately

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<sup>9</sup> We need not discuss Edlebeck's other arguments relating to his professional-negligence and breach-of-fiduciary-duty claims because his failure to produce evidence of an attorney-client relationship is dispositive. *See State v. Blalock*, 150 Wis. 2d 688, 703, 442 N.W.2d 514 (Ct. App. 1989) (we decide cases on the narrowest possible grounds).

briefed. Edlebeck spent only approximately three pages of text arguing that all three of these claims were not properly disposed of on summary judgment. In these pages, he does not explain the bases of his claims or set forth the elements that he must prove to succeed. Furthermore, he cites to only two cases in support of the misrepresentation claim, and to no cases in support of his conspiracy and injury-to-business claims. To the extent that Edlebeck attempted to argue the merits of these claims earlier in his brief, intermingled with his other claims, we determine that such arguments were incomprehensible. In sum, we decline to address such poorly briefed arguments, *see Pettit*, 171 Wis. 2d at 646, and affirm the circuit court.

*By the Court.*—Judgments affirmed.

Not recommended for publication in the official reports.



