COURT OF APPEALS
DECISION
DATED AND FILED

November 24, 1999

Marilyn L. Graves
Clerk, Court of Appeals
of Wisconsin

No. 99-0633

STATE OF WISCONSIN **IN COURT OF APPEALS**
DISTRICT IV

GRANT W. LAPLANT AND LORI LAPLANT,

PLAINTIFFS-RESPONDENTS,

V.

PIERRO HAMSE WIPPERFURTH AND ERIN CELESTE PLUMLEE,

DEFENDANTS-APPELLANTS.

APPEAL from a judgment of the circuit court for Green County: JAMES R. BEER, Judge. *Affirmed in part; reversed in part and cause remanded with directions.*

¶1 VERGERONT, J.[1] This is a small claims action in which Grant and Lori LaPlant sued Pierro Wipperfurth and Erin Plumlee, alleging they breached a

[1] This appeal is decided by one judge pursuant to § 752.31(2)(a), STATS.

lease of an apartment located in Belleville, Wisconsin, and requesting damages. After the Green County court commissioner entered judgment against them, Wipperfurth and Plumlee requested a trial de novo in the circuit court. They now appeal from the judgment of the circuit court that the LaPlants recover from them $2,799.75 plus statutory interest accruing thereafter on the balance due and owing subsequent to January 19, 1999, plus statutory attorney fees in the amount of $100. They contend the court erred in excluding some of their testimony, not treating them fairly and relying on inadequate or insufficient evidence.[2] We conclude the court did not erroneously exclude evidence, was not unfair, and that there was sufficient evidence to support all items of damages found by the court except the amount still owed on the promissory note and the expense the LaPlants incurred from replacing the blinds. We therefore affirm in part, reverse in part, and remand.[3]

BACKGROUND

¶2 The appellants signed an agreement to lease an apartment owned by the LaPlants for one year, beginning on July 1, 1998. Because they were unable to make the rental payments as agreed under the lease, they moved out at the end of August. On August 30, 1998, all four signed a "Promissory Note" in which the

[2] We have organized the points raised by the appellants somewhat differently than they do in their briefs, but we believe we have covered every point they raise.

[3] Wipperfurth and Plumlee also contended in their brief in chief that the transcript of the trial to the circuit court is inaccurate and incomplete because there were conversations among them, the court, the LaPlants and the LaPlants' counsel that are not included in the transcript; these conversations, they explain, concerned their knowledge of court procedures and frustration with the court system. The LaPlants point out in response that, under § 809.15(3), STATS., disputes on the accuracy and completeness of the transcript are to be addressed by motion in the circuit court. Wipperfurth and Plumlee acknowledge in their reply brief that they did not do so, and they are no longer pursuing this issue on appeal.

appellants agreed to pay the LaPlants the sum of $1,160, with the first payment of $200 due August 30, 1998, and three subsequent payments of $320, the last due November 9, 1998. The sum of $1,160 included rent and late fees for July, a portion of rent still due and late fees for August, $100 for lawn care (the lease provided that the appellants would reimburse the LaPlants $12.50 per lawn mowing), $25 for water, and $75 for "cleaning fee." The note also provided that "[f]ailure to meet the agreed payment schedule deems all money owed due immediately and subject to legal collection action."

¶3 When the appellants failed to make the payments due under the promissory note, the LaPlants initiated this action. In the trial before the court they requested $3,944.66: the amount due under the promissory note; utility costs Wipperfurth and Plumlee had not paid for the time they were in the apartment; rent from September 1 to September 20, 1998 (the time the apartment was vacant before being re-rented); advertising costs and other expenses in re-renting; replacement of kitchen vertical blinds and carpet in three bedrooms; and expenses for carpet cleaning, plus the service and filing fees for the small claims action. The LaPlants were represented by counsel, and Wipperfurth represented himself and Plumlee. The appellants did not dispute that they owed the amount due under the promissory note, but they contended they were not responsible for any rent, utilities or re-rental expenses after August 30, 1998, because the promissory note was in full settlement of any such liability on their part. They also contended that the damage to the carpet was not caused by urine from their pets, as the LaPlants asserted, but by the washing machine owned by the LaPlants in the apartment that overflowed on the day after they moved in.

¶4 At trial Lori LaPlant testified that, after the appellants moved out, she inspected the apartment and found the carpet was damaged by stains from

urine, and the vertical blinds were damaged by urine. The carpet cleaning company was not able to remove all the urine stains and, since the new tenant objected to the stains and the smell, the LaPlants replaced the carpeting in the three basement, or lower-level, bedrooms, which was the area that was most affected. Lori tried to clean the window coverings herself, but they needed to be replaced because of damage from urine. Lori presented documents showing expenses incurred and paid for utilities, carpet cleaning, carpet purchase, and re-rental expenses. Lori also testified that appellants paid $200 under the promissory note on the date it was signed, and $50 after the action was filed. She and Grant intended the promissory note to cover only the rental amounts due under the lease, and there was no discussion with the appellants to the effect that it was the final amount due and owing and they would owe nothing for damages to the premises. She and Grant had not inspected the premises, including the carpet, at the time they signed the promissory note. Lori testified that the appellants never complained to them about problems with the washing machine leaking in the apartment or other water damage during the time they resided in the apartment. In his cross-examination, Wipperfurth established that Lori had not seen the premises prior to the appellants moving in.

¶5 The appellants called Grant LaPlant as a witness. He testified in response to a question from the court that he did not see the premises prior to the appellants moving in. The LaPlants' lawyer explained that the agent saw the premises, but the agent was not present. Grant also testified as follows. In July 1998, Wipperfurth told him the washing machine was broken but did not at that time tell him about any damage to the apartment as a result. When Grant came to fix the washing machine, Wipperfurth told him that was unnecessary, because he

and Plumlee had their own, so theirs was installed and the LaPlants' machine was removed.

¶6 Plumlee also testified for the appellants. On the day after they moved in, the washing machine, which was on the lower, or basement, level of the apartment, overflowed, and they contacted the LaPlants' rental agent to tell him that they had two inches of water standing in the basement. They attempted to remove the water with a steam cleaner and then turned on fans, and after two to three weeks the floor was finally dry. This flooding, she testified, caused the damage to the carpet in the basement. There was no urine smell or urine stains when they moved in, and none when they moved out. On cross-examination, she acknowledged that they had a dog and a cat and it was possible the animals "did not always make it outside"; and on occasion they let their son, then just over a year and not potty-trained, walk around the apartment without diapers on.

¶7 After the LaPlants' counsel and Wipperfurth presented argument to the court, the court awarded to the plaintiffs $1,160 as the amount owed under the promissory note; $14.99 in utility expenses that the LaPlants had paid; $55 for replacement of the kitchen vertical blinds; $660.76 for the carpet cleaning; $830 for the new carpeting after deducting thirty percent from the actual cost, based on testimony that the carpet was three-years old; and the process serving and filing fees. The court did not allow rent from September 1 to September 20, concluding that the promissory note was in accord and satisfaction as to the rent owed, and did not allow the expenses for re-rental, concluding that the LaPlants understood at the time they entered into the promissory note that appellants would be leaving and the apartment would need to be re-rented.

DISCUSSION

Admission and exclusion of evidence.

¶8 The appellants contend the circuit court erroneously excluded evidence they attempted to admit as irrelevant and hearsay, while admitting hearsay evidence offered by the LaPlants. Relevant evidence is evidence "having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence," § 904.01, STATS., and irrelevant evidence is not admissible. *See* § 904.02, STATS. Hearsay (defined as "a statement, other than one made by the declarant while testifying at the trial or hearing, offered in evidence to prove the truth of the matter asserted," § 908.01(3), STATS.) is generally not admissible unless it comes within an exception stated in the statutes. *See* § 908.02, STATS. However, generally hearsay evidence to which no objection is made becomes part of the evidence of the case and may be used as proof to whatever extent it may have rational persuasive power. ***Schlichting v. Schlichting*** 15 Wis.2d 147, 160, 112 N.W.2d 149, 156 (1961).

¶9 In small claims actions the rules of evidence are relaxed somewhat because it is a procedure intended to be used by persons who are not represented by lawyers. Section 799.209, STATS., provides:

> **Procedure**. At any trial, hearing or other proceeding under this chapter:
>
> (1) The court or court commissioner shall conduct the proceeding informally, allowing each party to present arguments and proofs and to examine witnesses to the extent reasonably required for full and true disclosure of the facts.
>
> (2) The proceedings shall not be governed by the common law or statutory rules of evidence except those

> relating to privileges under ch. 905 or to admissibility under s. 901.05. The court or court commissioner shall admit all other evidence having reasonable probative value, but may exclude irrelevant or repetitious evidence or arguments. An essential finding of fact may not be based solely on a declarant's oral hearsay statement unless it would be admissible under the rules of evidence.
>
> (3) The court or court commissioner may conduct questioning of the witnesses and shall endeavor to ensure that the claims or defenses of all parties are fairly presented to the court or court commissioner.
>
> (4) The court or court commissioner shall establish the order of trial and the procedure to be followed in the presentation of evidence and arguments in an appropriate manner consistent with the ends of justice and the prompt resolution of the dispute on its merits according to the substantive law.

Thus, under this statute, a court may exclude irrelevant testimony, but it must admit relevant evidence having reasonable probative value even if that evidence is hearsay that would be inadmissible in a court action that is not a small claims action. And, although hearsay is admissible, essential findings may not be based solely on a declarant's oral hearsay statement. Section 799.209(2).

¶10 Decisions by a circuit court on the relevancy of evidence are committed to the circuit court's discretion and we do not reverse such decisions if there is a reasonable basis in the record. *See* ***State v. Denny***, 120 Wis.2d 614, 626, 357 N.W.2d 12, 18 (Ct. App. 1984).

¶11 Because the rule against the admission of hearsay does not apply in small claims proceedings, the circuit court did not err in failing to exclude hearsay

evidence presented by the LaPlants.[4] The extent to which the circuit court could properly consider such evidence in making its determination is an issue we discuss later in this opinion.

¶12 The appellants refer to three instances in which, they assert, the circuit court erroneously excluded evidence they wished to present. We conclude the court made no error and properly exercised its discretion in each instance.

¶13 The first instance concerns the circuit court's decision that a line of questioning Wipperfurth desired to pursue with Grant LaPlant, whom he called adversely, was not relevant. Wipperfurth questioned Grant about his conversations with Wipperfurth concerning the broken washing machine that was originally in the apartment. Grant testified Wipperfurth told him the machine was broken, that was all Wipperfurth said, and he had not known it was broken before Wipperfurth told him. The court questioned the relevancy of this line of questioning, and Wipperfurth explained that he was trying to establish that the washing machine caused the damage to the carpet because water flooded from the broken washing machine, and he had talked to several people who had told him that water left standing produces mold. The court asked Wipperfurth whether he told Grant about the problem with the washing machine, and had it removed and replaced, before he told him about the damage to the carpet, and Wipperfurth

[4] As the LaPlants note, the appellants did not object to any testimony or evidence offered by the LaPlants. However, we do not agree with the implication of the LaPlants' argument on this point—that all evidence not objected to in a small claims action is properly considered by the circuit court. Since evidence that is otherwise inadmissible hearsay may be admitted in a small claims action if reasonably probative, an objection based on hearsay grounds should not result in exclusion solely for that reason. And, even in the absence of an objection, a circuit court in a small claims action does not necessarily properly exercise its discretion by admitting and considering evidence that has no probative value.

answered, "Before," but that he had "told his agent prior." The court then stated that this was irrelevant and asked Wipperfurth to move on.

¶14 The appellants assert that the court's ruling was erroneous because it did not make any difference when they told anyone about the washing machine flooding—the mere fact of it flooding was relevant to their position. However, Wipperfurth was not testifying at that point—he was questioning Grant, and Grant's answers had already indicated that Wipperfurth had not told him about the flooding. Therefore, it is not apparent how further questioning of Grant on this point would have elicited evidence tending to show that the damage to the carpet was caused by flooding from the broken washing machine. Wipperfurth did thereafter present evidence on this point from Plumlee, and the court did not exclude that testimony. The appellants also contend that evidence on the LaPlants' responsibility for the broken washing machine, and, thus, the damage to the carpet, was relevant to their position that they did not cause the damage to the carpet. However, the LaPlants' position was that the carpet was damaged by urine, and not by a leaking washing machine. Their responsibility for the washing machine's breaking does not make it either more or less likely that the damage was caused by the washing machine flooding. We therefore conclude that the circuit court's decisions that further questioning on this point was irrelevant had a reasonable basis in the record and was a proper exercise of discretion.

¶15 The second instance concerns evidence Wipperfurth desired to present, through cross-examination of Lori, concerning the square footage of the bedrooms. Wipperfurth showed Lori a document he described as the floor plan of the house showing the square footage, and asked her whether it was the floor plan. She said she did not know, and asked where he got the document from. In response to an objection based on relevancy, Wipperfurth explained that the

square footage of the three bedrooms on the lower level did not equal the square footage of the carpet that was purchased. The court then asked Wipperfurth how he was going to show the figures on the document were accurate measurements, and Wipperfurth explained that the document came from the zoning director, but he acknowledged he did not have a zoning administrator who had checked on the measurements to testify or a builder; all he had was this document, an unnotarized copy sent by the county. He also explained that, since the LaPlants did not know how many feet the bedrooms were, "this is the closest we can come. I can certainly speculate." The LaPlants' counsel then objected based on hearsay, because there was no witness to testify, and repeated the relevancy objection, at which point, the court said to Wipperfurth, "Let's move on to another subject."

¶16 While this discussion was taking place, the document that Wipperfurth wanted to admit was marked as an exhibit, as was the envelope in which it came. At a later point in the trial, the court stated that it was admitting all the exhibits the LaPlants sought to have admitted, as well as the appellants' two exhibits, and these two exhibits are contained in the record. We therefore conclude the court did not exclude these exhibits. Rather, in asking Wipperfurth to move on, the court was indicating that further questioning of Lori LaPlant on the document would not result in evidence that had a reasonable probative value because she had already said she did not know if it was the floor plan of the apartment.

¶17 In the third instance, the LaPlants' counsel objected on relevancy grounds to Wipperfurth's question to Plumlee, on redirect, whether she spent more time in the upstairs of the apartment or the downstairs (where the bedrooms were). Plumlee answered "up" before the objection was made. The court sustained the objection; Wipperfurth stated, "Well, the carpet downstairs was damaged"; and the

court repeated its ruling and asked Wipperfurth to continue, which Wipperfurth did. This was a reasonable ruling. The fact that Plumlee, or her family, spent more time upstairs than in the bedrooms does not tend to make it less likely that their pets or child made urine stains on the bedroom carpets. If Wipperfurth was attempting to elicit additional testimony that would make urine stains on the bedroom carpets from either pets or their child less likely, the appellants do not explain what that was.

Fairness of the proceedings.

¶18 The appellants contend the circuit court was not fair to them because it did not explain the law in a way they could understand, was rude to them and did not let them speak. They also contend the court listened to the LaPlants but not to them, which, as we understand it, is a challenge to the court's decision to believe Lori LaPlant's testimony rather than Plumlee's when their testimony conflicted. This last assertion goes to the circuit court's role in evaluating the evidence, which we discuss in the next section.

¶19 The appellants do not specify what questions they had that the court did not answer[5] or what lack of knowledge hampered their ability to present their

[5] The appellants cite to one page of the transcript as an example of a question they asked which the court did not answer:

> Mr. Wipperfurth: … [T]hat's correct that I don't [have a stipulation on the amount we owe] or I wouldn't have ordered a trial de novo.
>
> The Court: Well, asked for one.
>
> Mr. Wipperfurth: I'm sorry?
>
> The Court: Okay. Call your first witness.

(continued)

case. While it is understandable they may have felt at some disadvantage in representing themselves when the other party was represented by an attorney, it is not the court's role in such a situation to compensate for the lack of counsel: the court must remain a neutral decision-maker. However, recognizing that litigants in small claims actions are often not represented by an attorney, the legislature has directed that the court in a small claims action take certain steps to make sure the litigants have the opportunity to fairly present their case. *See* §799.209, STATS. This is the appropriate standard against which to measure the court's conduct of this small claims action, and, after carefully reviewing the record, we conclude the court met this standard.

¶20 The court explained procedure to Wipperfurth at certain points, such as marking of exhibits. The court asked questions of witnesses to elicit relevant information that was potentially, and at times actually, beneficial to the appellants, and which Wipperfurth had not elicited. The court also asked questions of Wipperfurth to gain relevant information, although Wipperfurth did not take the stand as a witness. The court admitted all of Wipperfurth's exhibits; did permit some questioning by Wipperfurth that had no apparent relevancy; and did allow Wipperfurth to make a lengthy closing argument, touching on matters that were not in the record.

¶21 The court did express impatience on a couple of occasions over the time the proceeding was taking, but that does not indicate bias against the

---

It appears the court thought Wipperfurth was apologizing for mistakenly saying he "ordered" a trial de novo, while the question mark in the transcript indicates that Wipperfurth did not understand the distinction the court was making between "ordering" a new trial and "asking" for one, and was requesting an explanation from the court. We do not view this misunderstanding as an example of the court refusing to answer a question or explain the procedure to the appellants.

appellants and is not unusual in a busy circuit court, whether litigants are represented or not. The court did not, on the occasions we have discussed in the preceding section, permit Wipperfurth to pursue certain lines of questioning, but those rulings were proper, and we have not discovered any other occasions on which the court in any way prevented the appellants from presenting evidence or argument. Finally, the court did not agree with all of the LaPlants' arguments, and in fact awarded them less than they requested. In summary, the record does not show that the court did not fulfill its duty to be an unbiased decision-maker and to "endeavor to ensure that the claims or defenses of all parties are fairly presented." Section 799.209(3), STATS.

Sufficiency of evidence.

¶22 The appellants contend the circuit court erred in relying on the evidence presented by the LaPlants, rather than their evidence, and impermissibly relied on hearsay testimony present by the LaPlants. However, it is the function of the trier of fact—the circuit court in this case—not of an appellate court, to resolve conflicts in the testimony, to weigh the evidence, and to draw reasonable inferences from the evidence when more than one reasonable inference may be drawn. *See* ***State v. Poellinger***, 153 Wis.2d 493, 506, 451 N.W.2d 752, 757 (1990). Resolving conflicts in the testimony includes deciding which witness to believe when the testimony of one witness contradicts the testimony of another. On review of a factual determination made by a circuit court without a jury, an appellate court will not reverse unless the finding is clearly erroneous. ***Noll v. Dimiceli's, Inc.***, 115 Wis.2d 641, 643-44, 340 N.W.2d 575, 577 (Ct. App. 1983). A finding is not clearly erroneous simply because there is evidence to support a contrary finding, but only if the great weight and clear preponderance of the evidence is against the circuit court's finding. ***Id.***

¶23 The circuit court was entitled to believe Lori LaPlant's testimony rather than Plumlee's regarding the damage to the carpets and the cause of the damage. It is true that some of the evidence the LaPlants presented with respect to urine stains on the carpet was hearsay but, as we have explained above, the court could properly admit and consider that testimony. There was no violation of the prohibition against making an essential finding based solely on uncorroborated oral hearsay, *see* § 799.209(2), STATS. First, some of Lori LaPlant's testimony on this point was not hearsay: she observed the stains herself on the carpet and the blinds, and described them as urine stains. Second, some of the hearsay evidence on this point was not oral and therefore could be the sole basis for an essential finding.[6]

¶24 The court implicitly found the amount of carpet purchased was reasonable, and that is supported by Lori's testimony and the invoice for the carpet, which says "3 bedrooms." Although the court admitted the appellants' floor plan exhibit, the court was entitled to find, as it implicitly did, that the amount of carpet needed for the three bedrooms was that amount sold to the LaPlants, rather than a smaller square footage the appellants sought to establish with their exhibit.

¶25 The court also implicitly found, although it did not expressly so state, that the promissory note was not intended to cover damages to the apartment. This was supported by sufficient evidence because Lori testified that this was her understanding, that there were no discussions indicating otherwise, and there was no evidence to the contrary.

---

[6] The LaPlants submitted a "Check–In Form," and note which, Lori LaPlant testified, the new tenant gave her. The form stated, next to the entry "Floor/carpet": "Soiled all over with dog urine about 20 or more visible stains"; next to the entry "Floor": "unacceptable—it's covered in urine biologically hazardous"; and next to "Walls-ceiling": "Looks like urinated on and wall covered with paint 18 inches up." The note stated: "I didn't send the second page because I was distraught about the downstairs carpet odor and it's quite a long litany of the dangers of (?) urine."

¶26 With respect to the amounts of the items of damages awarded by the court, there are two for which we cannot find any support either in Lori's testimony or the exhibits submitted by the LaPlants: the amount due under the note and the cost of replacing the kitchen blinds. The court awarded the full amount due under the note—$1,160—without deducting the $250 which Lori testified the appellants had already paid.[7] Since the only evidence presented to the circuit court was that the appellants had paid $250 under the promissory note, the court's finding that the LaPlants were due $1,160 under the note is clearly erroneous and must be reversed. Because there is no factual dispute on this record that the appellants paid $250,[8] we conclude, as a matter of law, that they owe $910 under the note. *See* ***Vocational, Technical & Adult Educ. Dist. 13 v. DILHR***, 76 Wis.2d 230, 239, 251 N.W.2d 41, 46 (1977) (when there is only one reasonable inference to draw from the evidence, the drawing of that inference is a question of law).

¶27 With respect to the blinds, the court awarded $55, stating that they would last about six years, and apparently taking into account Lori LaPlant's testimony that the blinds were three-years old. The LaPlants submitted no check, invoice or other document showing the cost of the blinds. In response to counsel's questions on whether a bill was incurred in replacing them, Lori testified as follows:

---

[7] It appears that in ruling on the amount of damages, the court referred to the itemization of damages the LaPlants filed with the summons and complaint rather than to the "Adjusted Balance Due," which the LaPlants filed at the hearing before the court commissioner and which deducts $250 as "Payments received." Both these documents were in the record before the circuit court, but the LaPlants did not offer either as an exhibit. However, the total $3,944.66 on the "Adjusted Balance Due" is the amount the LaPlants' attorney requested in closing argument.

[8] In arguing that the evidence is sufficient for the court's findings on damages, the LaPlants assert, with respect to the note, that "Appellants defaulted on a promissory note for $1,160.00" and cite to the court's finding, but not to any evidence supporting it.

> Q And was there a bill incurred in replacing those [blinds]?
>
> A Yes, there was. I had an estimate given to me at first for $110, and at that point we weren't able to put out that kind of money, so we ended up getting our – buying our own replacement.
>
> Q And you paid that bill?
>
> A Yes, we did.

Lori's testimony does not indicate that the bill she paid was $110, but, rather, that was the amount of the estimate she was initially given, which they could not afford. Her counsel asked whether she paid the bill for the less expensive replacement they actually bought, but does not ask the amount of that bill.[9] Because the record contains no evidence that the LaPlants paid $110 to replace the kitchen blinds, or were damaged in the amount of $55 because of having to replace them, we must conclude that the court's finding of damages for this item is clearly erroneous.[10] However, we are not able to hold, as a matter of law, what this finding should be, and we must therefore reverse and remand to the circuit court for determination of this amount. We do hold that the evidence is sufficient to support the court's implicit finding that the LaPlants had to replace the kitchen blinds because of damage from urine caused by the appellants, and that one-half of the cost of the new blinds was a reasonable amount. Therefore, only the amount the LaPlants paid for the new blinds

[9] Again, it appears that in finding the replacement blinds the LaPlants actually bought cost $110, the court was referring to the original itemization of expenses filed with the summons and complaint which, showed the sum of $110.78 for the item "Replacement of Kitchen Vertical Blinds" (and contains a handwritten note dividing this sum by two). However, the "Adjusted Balance Due," which subtracts the sum of $110.78, described as "Reverse Estimate—Replacement Blinds" and adds $26.36 as "Actual Cost—Replacement Blinds." We observe that a copy of a check in this amount marked "Blinds" is contained in the exhibits the LaPlants presented to the court commissioner, but this was not presented to the circuit court.

[10] The LaPlants argue the evidence is sufficient to support the circuit court's finding on this point, but cite only to the court's finding, not to any evidence in the record.

need be determined. In our view, however, it would be beneficial for all parties if they could agree on the amount the LaPlants paid for the new blinds without the time and expense of further court proceedings.

¶28 In conclusion, we reverse the court's finding that the appellants owed $1,160 on the note as of the date of the trial to the court and conclude, as a matter of law, they owed $910. We reverse the award of $55 as one-half the cost of replacing the kitchen blinds and remand for a determination of this issue. On all other issues raised by the LaPlants, we affirm.

By the Court.—Judgment affirmed in part; reversed in part and cause remanded with directions.

This opinion will not be published. *See* RULE 809.23(1)(b)4, STATS.