

Fall 2026

Legal NEWSLETTER

This Issue

BOND CLAIMS

CLARIFICATION FOR WI.
LANDLORDS

ESTATE PLANNING
SEMINAR



This publication is not intended to provide legal advice, but rather insight and awareness into legal issues that we feel could be useful to our clients and friends. Actual resolution of legal issues depends upon many factors, including variations of facts and state and federal laws.

Celebrating
140
years of excellence
1886-2026

ANDERSON O'BRIEN LLP

ATTORNEYS SINCE 1886

BOND CLAIMS FOR PUBLIC PROJECTS

By Attorney Ross Slovensky

If you supply labor or materials to a public construction project in Wisconsin, the payment protection you rely on looks nothing like the protection you have on private work. You cannot place a mechanic's lien on a school, a courthouse, or a municipal water plant. In its place, Wisconsin law substitutes a payment bond, and the rules for collecting against that bond are strict, deadline-driven, and unforgiving of missteps.

Why public projects are different.

On a private job, an unpaid contractor or supplier can file a mechanic's lien against the improved property. That remedy disappears on public work. To fill the gap, Wisconsin requires the prime contractor on most public improvement contracts to furnish a payment bond. See Wisconsin statute 779.14. The bond stands in the place of the property: if you are not paid for your work, you seek payment from the contractor and the bonding company under the bond, rather than from the government entity that owns the project.

The deadlines that decide your claim.

1. Notice. A subcontractor, supplier, or service provider who wants to preserve a bond claim generally must serve written notice on the prime contractor within 60 days after first furnishing labor, services, or materials to the project.

A few narrow exceptions apply:

- Contracts of \$5,000 or less
- Claims brought by an employee and claimants the prime contractor has already listed as working on the job.

2. Suit. An action on the bond must be brought no later than one year after completion of the



work under the contract.

If you miss that window your claim is gone, no matter how much you are owed. Because these clocks start running early, the time to think about a bond claim is when you sign the contract, not when the payments stop.

Where claims go wrong.

1. Notice served late or on the wrong party,
2. Confusion about when "first furnishing" or "completion" occurred,
3. A claimant who assumed the lien rules from a private job carried over,
4. A supplier several tiers down who never confirmed a bond even existed.

Getting the bond, the contract, and the project timeline in front of legal counsel early turns most of these problems into non-issues.

How we can help.

Our firm has helped contractors and suppliers get paid on public bond claims by meeting the statutory deadlines and recovering the money they earned. ♦

CELEBRATING 140 YEARS OF EXCELLENCE.



CLARIFICATION FOR WISCONSIN LANDLORDS

By Attorney Daniel Schmeeckle

Residential landlords in Wisconsin recently received welcome clarification from the Wisconsin Supreme Court's decision in *Koble Investments. v. Marquardt*. The Court overturned significant portions of the Court of Appeals' 2024 decision. The Koble case addressed the enforceability and consequences of illegal residential lease provisions.

The Court of Appeals had previously held that Koble's (the landlord) lease violated Wisconsin law and that the Wisconsin Consumer Act ("WCA") applied to residential leases. Specifically the Court found that by serving a five-day eviction notice during the COVID-19 moratorium, the landlord attempted to "enforce a right with knowledge or reason to know that the right does not exist" in violation of Wisconsin statute 427.104. This phrase means that someone is using legal threats or taking action to collect a debt or enforce a rule, even though they know (or should know) they have no legal right to do so. Because violations of the WCA can result in significant penalties—including statutory damages and payment of the tenant's attorney's fees—the decision raised substantial concerns for residential landlords.

Additionally, the *Koble* decision found that the landlord violated Wisconsin statute 704.44, which voids rental agreements that contain certain lease provisions. The landlord in the *Koble* case violated Wisconsin statute 704.44(10) because the rental agreement allowed the landlord to terminate the lease for a crime committed in relation to the rental property without providing the proper notice required by Wisconsin statute 704.14. Consequently, the Court of Appeals ordered Koble to repay the tenant for all payments that were made under the



unenforceable lease as a result of Koble's violation.

On June 5, 2026, the Wisconsin Supreme Court reversed the Court of Appeals' decision. In doing so, the Wisconsin Supreme Court held that Wisconsin statute 427.104 does not apply to residential leases requiring monthly rental payments. The Supreme Court concluded that routine month-to-month rental obligations do not fall within the scope of the WCA's debt collection provisions. As a result, routine landlord-tenant disputes and eviction notices arising under residential leases are generally outside the scope of the WCA.

The decision significantly limits the remedies recognized by the Court of Appeals. By reversing the application of the WCA, the Supreme Court eliminated the basis for the expansive statutory damages, attorney's fees, and restitutionary remedies that had generated considerable concern among residential landlords and property managers.

The Supreme Court's decision further clarified that a tenant is not automatically entitled to repayment of all rent paid under an illegal lease. Instead, the

(continued on back page)

Lawyers where you live.

Amy J. Eddy
Bradley A. Yanke
Brent W. Jacobson
Brian G. Formella

Daniel F. Schmeeckle
David M. James
Donna L. Ginzi
Heather M. Huebner

Kamryn K. Ramker
Katherine A. Young
Keith J. Pilger
Richard H. Fuller

Ross R. Slovensky
Steven H. Thompson



(continued from prior page), Clarification...

Supreme Court clarified that a tenant must show a “causal connection between a prohibited trade practice [the illegal lease provision]” and the “pecuniary loss.” Logically, because the landlord in *Koble* did not attempt to enforce its illegal lease provision, the tenant could not reasonably argue that caused them to make payments under the lease. Therefore, the Supreme Court found that the tenant was not entitled to recoup all of the rent paid. However, nothing in the decision eliminates the duty of landlords to draft lease agreements that comply with Wisconsin statute 704.44. Although *Koble* substantially narrows the potential exposure created by the Court of Appeals’ decision, residential landlords should continue to review their lease agreements for compliance with this statute and other statutory requirements. The Supreme Court’s decision does not eliminate the substantive obligations imposed by Wisconsin’s landlord-tenant laws; rather, it clarifies that ordinary residential leasing disputes do not give rise to liability under the WCA.

Please contact our office if you need guidance on residential leases. ♦

Congratulations to Attorneys Huebner, Ginzl, and Yanke on being named Super Lawyers for 2026. This very prestigious honor reflects each attorneys’ high degree of professional achievement.



1257 Main Street | P.O. Box 228 | Stevens Point, WI 54481-0228

715-344-0890 | andlaw.com

