FILED
10-23-2026
Clerk of Circuit Court
ADAMS COUNTY
2026CV000073

BY THE COURT:

DATE SIGNED: October 22, 2026

Electronically signed by Tania M. Bonnett
Circuit Court Judge

STATE OF WISCONSIN CIRCUIT COURT ADAMS COUNTY

Town of Rome,

Petitioner,

vs.

Public Service Commission of Wisconsin,

CASE NO. 26-CV-73

Respondent,

and

Akron Solar, LLC,

Intervenor.

Decision and Order on Respondent Public Service Commission of Wisconsin's Motion to Dismiss

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The court, having considered the Respondent's Motion to Dismiss, Petitioner's response and Intervenor's reply, hereby finds and orders as follows:

Wis. Stat. § 801.18(12)(a), in part, contains specific requirements for electronic signatures on documents in civil cases: "…An electronic signature shall state 'Electronically signed by' followed by the name of the signatory, and shall be placed where the person's signature would otherwise appear…" Assuming, as Respondent contends, that the requirements of Wis. Stat. § 801.18(12)(a) apply to petitions for judicial review under Wis. Stats. Chapter 227, then it stands to reason that the remedy afforded in Wis. Stat. § 802.05(1)(a), which allows for prompt remediation of a petition's defective signature, also applies. This is true even if the defect is a

fundamental one. *Rabideau v. Stiller*, 2006 WI App 155, ¶ 18 n.3, 295 Wis. 2d 417, 427, 720 N.W.2d 108, 113.

In the petition in this case (Doc. 2), the text in the signature line stated "By: electronically signed" and was followed by the name of the signatory in next line, along with the other information required by Wis. Stat. § 801.18(12)(c). It appeared as follows:

Municipal Law & Litigation Group, S.C.
Attorneys for Town of Rome

By: ***electronically signed***
H. STANLEY RIFFLE
State Bar No. 1012704
730 N. Grand Avenue
Waukesha, WI 53186
Phone. (262) 548-1340
sriffle@ammr.net

The signature comports with Wis. Stat. § 801.18(12)(c) to the extent that the words "electronically signed by"[1] are "followed by the name of the signatory." The defect, therefore, amounts to a failure to place the signatory's name ("H. STANLEY RIFFLE") above the signature line rather than below it. Notable is the fact that the statute does not require the name – when properly placed above the line – to be italicized or set apart from the other text by a specific or unique font, which would more closely resemble a hand-written signature. Thus, the only defect lies in the physical placement of the signatory's name below the line rather than above it.

It is important to place the electronic signature requirements in their proper context. In *Schaefer v. Riegelman*, the court expressed that the purpose of the signature requirements is to

[1] Defendant also notes that the order of the words in the petition fail to strictly comply with the statutory requirement that the signature block state: "Electronically signed by." The court is not persuaded that the slightly distinct placement of the word "by" in the order of the three-word phrase is significant or consequential to this analysis and therefore does not further analyze that portion of defendant's argument.

"place a professional obligation on the attorney as an officer of the court to satisfy himself that there are grounds for the action." 2002 WI 18, ¶ 29, 250 Wis. 2d 494, 510, 639 N.W.2d 715, 722. Likewise, in *Rabideau v. Stiller*, the court reiterated that the subscription requirement places a professional obligation on an attorney to certify the claim is not frivolous. 2006 WI App 155, ¶ 11, 295 Wis. 2d 417, 423, 720 N.W.2d 108, 111. The purpose of the signature requirement in Wis. Stat. § 802.05 is to guarantee that an attorney who is familiar with the procedural and substantive laws of this state has read the claims and has made an assessment of the claims' validity. *Id.*

The *Schaefer* decision went on to iterate the two-part test used (also later used in *Rabideau*) to determine whether or not a pleading is fatally defective. *Schaefer* at ¶ 14. First, the court ascertains whether there is, in fact, a defect in the pleading. *Id*. Second, it determines if the defect is technical or fundamental in nature. *Id*. If the defect is technical, the court has jurisdiction only if the non-pleading party has not been prejudiced by the defect. *Id*.

In holding that the defect was fundamental, the *Schaefer* court focused on the fact that the signature[2] was that of an associate of the attorney-of-record, who was not herself licensed to practice law in Wisconsin. *Id*. at ¶ 5. The court reasoned that it was possible she, therefore, could not be held accountable under the rules of professional responsibility for review of the pleading, as was intended by the provision. *Id*. at ¶ 31. However, the court reasoned that when a pleading that contains a defect nevertheless comports with the purpose and nature of a statute, the defect is generally technical. *Id*. at ¶ 29.

In the instant case involving an electronic signature, the name of the attorney responsible for the petition is clearly listed in the signature block along with his full contact information. The petition was also accompanied by a Notice of Appearance (Doc. 2) and Revised Notice of Appearance (Doc. 3, filed on 5/15/26), both of which identify H. Stanley Riffle

[2] It is worth noting that the signature in *Schaefer* was a hand-written one, not an electronic one; and in *Rabideau*, the signature (presumably also a hand-written one) was missing entirely from the original complaint. Neither case involved analysis of Wis. Stat. § 801.18(12)(c), which was not created until 2016.

as the responsible attorney and each of which contained electronic signatures that precisely conform to the statutory requirements. Also relevant to this analysis is an aspect of the electronic filing system (utilized here) wherein Attorney Riffle would have had to register as an e-filer before filing documents in circuit court, which is consistent with the accountability rationale underlying *Schaefer* within the electronic filing context.

Even if the court assumes the signature defect here was a fundamental one, Wis. Stat. § 802.05(1)(a) allows a court not to strike an unsigned petition if it is signed "promptly after the omission is called to the attention of the pleader or movant." *Rabideau* at ¶ 18. ("Because the pleadings were cured of their signature omission, in accord with WIS. STAT. § 802.05(1)(a), there was no fundamental defect depriving the court of jurisdiction.") In that case, the defect was considered promptly cured when the party filed an amended summons and complaint on the same day that motion to dismiss was filed in personal injury action despite the fact that the defendant's answer's language was vague and a related interrogatory answer could have led the plaintiff to conclude that defendant's affirmative defenses were merely prophylactic. *Id.* Those facts are analogous to the facts here.

The issue in this case was first raised in Respondent's Notice of Appearance and Statement of Position filed on June 8, 2026, by PSCW (Doc. 9). The challenge raised was stated in one sentence in the "Affirmative Defenses" section of the document. (Doc. 9, p.8, n.3: "The Petition is not signed in accordance with Wis. Stat. § 801.18(12)(a).") The precise defect was not identified – and thereby not specifically called to the Petitioner's attention – until the Motion to Dismiss filed on Jul 1, 2026 (Doc. 87). Much like the *Rabideau* court, this court observes that it is common for a variety of defenses to be generally asserted in an answer pleading in order to preserve them for future litigation. It is not convincing that the mere notice-pleading of a jurisdictional defect in the answer is sufficient to satisfy the intent of the language in Wis. Stat. § 802.05 that the defendant had "called [it] to the attention of the [plaintiff's] attorney." Therefore, assuming the defect here was an "omission" covered by the statute, the

Rabideau court's analysis is on-point and its rejection of an absolute rule that "prompt" means "immediate" applies to this case. *Rabideau* at p.425.

Finally, Wis. Stat. § 801.01(2) mandates: "Chapters 801 to 847 shall be construed, administered, and employed by the court and the parties to secure the just, speedy and inexpensive determination of every action and proceeding." "The rules of civil procedure were 'written to further, not defeat the ends of justice.'" *Lowell Mgmt. Servs., Inc. v. Ruecker*, 2026 WI App 20, ¶ 40, 420 Wis. 2d 340, 370, 35 N.W.3d 236, 250. Were this court to grant the motion to dismiss under these specific facts, such a decision would contravene that clear mandate. In short: 1) the facts in *Schaefer* and *Rabideau* are distinguishable from the instant case, wherein the signature of a licensed attorney is present but ever-so-slightly misplaced on the document; 2) the concern at the heart of *Schaefer* and *Rabideau* – that the defect in the signature thwarted the purpose of the statutory requirement to ensure attorney review and accountability – is not present here; and 3) the court is mandated to construe the procedural rules in furtherance of a just determination of the issues.

Order

Based on the above, it is hereby ordered that Respondent's Motion to Dismiss is DENIED.