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DISTRICT I

February 16, 2026

To:

Hon. Reyna I. Morales
Circuit Court Judge
Electronic Notice

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Clerk of Circuit Court
Milwaukee County Appeals Processing
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Caleb Raymond Gerbitz
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Michael T. Brah
Electronic Notice

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

2025AP726

Michael T. Brah v. CyberCoders, Inc. (L.C. # 2024SC27958)

Before Geenen, J.¹

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).

Michael T. Brah, pro se, appeals the circuit court's judgment dismissing his case against CyberCoders, Inc. Based upon a review of the briefs and the record, we conclude that this case is appropriate for summary disposition. *See* WIS. STAT. RULE 809.21.

¹ This appeal is decided by one judge pursuant to WIS. STAT. § 752.31(2)(a) (2023-24). All references to the Wisconsin Statutes are to the 2023-24 version.

CyberCoders is a staffing agency.² In mid-December 2023, CyberCoders secured an offer of employment for Brah as an estimator with KPH Construction. CyberCoders advised Brah that if he accepted the job before the end of 2023, he would be entitled to a \$2,000 signing bonus. The bonus offer was extended by CyberCoders, separate from the offer of employment extended by KPH. Brah declined the job offer but, less than two weeks later, in the beginning of January 2024, changed his mind. KPH was willing to extend the employment offer again. This time, Brah accepted and soon after, began working for KPH.

Brah subsequently contacted CyberCoders for payment of the \$2,000 signing bonus, however, CyberCoders explained to Brah that he was not eligible for the bonus because he did not accept the initial job offer by the end of 2023. Brah filed a lawsuit in small claims court seeking payment of the \$2,000 bonus and other consequential damages.

The court conducted a bench trial at which Brah and a witness for CyberCoders testified. Following the trial, the court ruled in favor of CyberCoders and dismissed Brah's complaint “[b]ased upon the record before the Court[.]”

Brah appeals.

On appeal, Brah contends that CyberCoders did not make him aware of the fact that the \$2,000 bonus was conditioned upon a particular start or acceptance date, or of any other contingencies related to bonus eligibility. Brah argues that the circuit court “erred in its ruling”

² Brah's appellant's brief contains no citations to the record and offers no legal support for any of the arguments he presents on appeal. Therefore, we rely upon the facts as alleged by CyberCoders in its respondent's brief. *See WIS. STAT. RULE 809.19(1)(e)* (requiring “citations to the authorities, statutes and parts of the record” in an appellant's brief).

against him. However, he does not cite to any record evidence or legal authority in support of his claims,³ and failed to include the trial transcript in the record on appeal.

Because there is no trial transcript, this court does not have any record of what the parties testified to at trial or of the court's conclusions based on that testimony. We cannot determine if the circuit court erred in its findings of fact or conclusions of law when we have no record of the proceedings to review. As the appellant, it is Brah's duty to ensure that the record is sufficient to address the issues raised on appeal. *See State v. Provo*, 2004 WI App 97, ¶19, 272 Wis. 2d 837, 681 N.W.2d 272. In the absence of transcripts, this court must assume that every fact essential to sustain the circuit court's decision is supported by the record, and we do so here. *See Fiumefreddo v. McLean*, 174 Wis. 2d 10, 26-27, 496 N.W.2d 226 (Ct. App. 1993) ("[W]hen an appellate record is incomplete in connection with an issue raised by the appellant, we must assume that the missing material supports the [circuit] court's ruling."); *see also Haack v. Haack*, 149 Wis. 2d 243, 247, 440 N.W.2d 794 (Ct. App. 1989) (recognizing that when transcripts are missing, we must assume that any fact essential to sustain the circuit court's decision is supported by the record). On this record, we cannot conclude that the circuit court erred when it dismissed Brah's complaint.

Therefore,

IT IS ORDERED that the judgment is summarily affirmed. *See* WIS. STAT. RULE 809.21.

³ While this court provides some flexibility for pro se litigants, it does not walk them through all the procedural requirements or point them to the proper substantive law. *See Waushara Cnty. v. Graf*, 166 Wis. 2d 442, 452, 480 N.W.2d 16 (1992). A pro se litigant's brief must, at a minimum, state the issues, provide the facts necessary to understand them, and present an argument on the issues. *Id.* *See also* WIS. STAT. RULE 809.19(1).

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

Samuel A. Christensen
Clerk of Court of Appeals