

**COURT OF APPEALS
DECISION
DATED AND FILED**

October 25, 2012

Diane M. Fremgen
Clerk of Court of Appeals

NOTICE

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. See WIS. STAT. § 808.10 and RULE 809.62.

Appeal No. 2012AP757

Cir. Ct. No. 2012SC126

STATE OF WISCONSIN

**IN COURT OF APPEALS
DISTRICT IV**

ZUDAC ENTERPRISES, INC.,

PLAINTIFF-RESPONDENT,

V.

MATTHEW G. BRAKEFIELD,

DEFENDANT-APPELLANT.

APPEAL from a judgment of the circuit court for La Crosse County:
ELLIOTT M. LEVINE, Judge. *Affirmed.*

¶1 SHERMAN, J.¹ Matthew Brakefield, pro se, appeals a money judgment in favor of Zudac Enterprises, Inc., Brakefield's former employer, entered by the circuit court following a bench trial. I affirm.

¹ This appeal is decided by one judge pursuant to WIS. STAT. § 752.31(2)(a) (2009-10). All references to the Wisconsin Statutes are to the 2009-10 version unless otherwise noted.

BACKGROUND

¶2 Zudac, which does business as Beltone Hearing Care Center provides among other things, hearing evaluations and hearing aid solutions. Brakefield was hired by Zudac as a hearing instrument specialist to work at two locations in Minnesota and began working for Zudac in May 2011. Brakefield worked entirely on commission.

¶3 With his employment, Brakefield was provided a Zudac employee handbook. The handbook provided that the employee would “receive hands-on training ... in a classroom setting, in the field, and in the office to help prepare [the employee] to pass the extensive state licensing exam and to prepare [the employee] for a sales career with [Zudac].” The handbook provided that the employee would not be charged for this schooling, however, “[i]n the event that the Employee terminates his or her employment or is terminated, within a twelve month period up to and/or following obtaining his/her state license and/or the training, the employee will reimburse [Zudac] for its pro-rata share of all the ‘training expenses’ they received.”

¶4 In addition, on April 21, 2011, Brakefield entered into a “Commission Advancement Agreement” with Zudac. Under the terms of the Agreement, Brakefield and Zudac agreed that at Brakefield’s request, Zudac had authority to pay Brakefield “an advance on his[] commission not yet earned.” The Agreement provided that “[a]ny advances [would] first be offset and repaid out of future commissions and/or salary or wages as they are earned.” The Agreement further provided that “Employee agrees and understands that in the event of the termination of Employee’s employment with [Zudac] by either Employee or

[Zudac] for any reason, Employee shall repay any advances remaining outstanding at that time within 10 days of the termination date.”

¶5 Brakefield terminated his employment with Zudac in September 2011. In January 2012, Zudac filed suit against Brakefield seeking to recover money it allegedly advanced to Brakefield under the commission advancement agreement but which was not repaid. Zudac also sought to recover for training expenses Zudac claimed to have expended on Brakefield, and \$506.00 in interest and court fees. The president of Zudac testified at trial that Brakefield owed Zudac \$6,561.00, which was loaned to Brakefield under a commission advancement agreement but not repaid, and \$1,057.00 in training expenses. Following a bench trial, the circuit court ruled that Brakefield owed Zudac \$6,561.00 in advanced commissions, \$944.00 in training expenses, as well as costs.

¶6 Brakefield appears to be challenging the circuit court’s ruling that he owes Zudac money for training expenses and advanced commissions. Brakefield sets forth conclusory assertions in his brief on appeal, but has not presented a coherent, developed argument explaining why the court erred in its ruling.

¶7 We are not required to consider undeveloped arguments, *Truttschel v. Martin*, 208 Wis. 2d 361, 369, 560 N.W.2d 315 (Ct. App. 1997), and we may decline to review issues which are inadequately briefed, *State v. Pettit*, 171 Wis. 2d 627, 646-47, 492 N.W.2d 633 (Ct. App. 1992). Arguments unsupported by reference to legal authority need not be considered. *Id.* at 647. Brakefield’s brief contains undeveloped assertions, inadequately briefed issues, and arguments that are not supported by legal authority. Although Brakefield is representing himself and, thus, is allowed some leniency, see *Waushara County v. Graf*, 166 Wis. 2d

442, 452, 480 N.W.2d 16 (1992), this court does not have a duty to develop his arguments. *See Pettit*, 171 Wis.2d at 647 (appellate judges cannot serve as both advocates and judges). For this court to consider Brakefield's arguments, this court would first have to develop them for him; however, this court cannot be both advocate and judge. *See id.* Accordingly, I affirm the judgment of the circuit court.

By the Court.—Judgment affirmed.

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

