

FILED
United States Court of Appeals
Tenth Circuit

UNITED STATES COURT OF APPEALS

FOR THE TENTH CIRCUIT

October 14, 2026

Christopher M. Wolpert
Clerk of Court

CHRISTOPHER B. JOHNSON,

Plaintiff Counter Defendant –
Appellee,

v.

CLAIRE TRAMM,

Defendant Counterclaimant -
Appellant.

No. 25-8028
(D.C. No. 1:24-CV-00034-SWS)
(D. Wyo.)

ORDER AND JUDGMENT*

Before **HARTZ, MATHESON, and ROSSMAN**, Circuit Judges.

Defendant Claire Tramm appeals a final judgment entered in favor of Plaintiff Christopher Johnson in the amount of \$77,053.28. Exercising jurisdiction under 28 U.S.C. § 1291, we affirm.

* After examining the briefs and appellate record, this panel has determined unanimously that oral argument would not materially assist in the determination of this appeal. *See* Fed. R. App. P. 34(a)(2); 10th Cir. R. 34.1(G). The case is therefore ordered submitted without oral argument. This order and judgment is not binding precedent, except under the doctrines of law of the case, res judicata, and collateral estoppel. It may be cited, however, for its persuasive value consistent with Fed. R. App. P. 32.1 and 10th Cir. R. 32.1.

I. BACKGROUND

In 2020 Tramm helped Johnson find an investment property in Jackson, Wyoming. Johnson purchased the property in March 2021, and from May 2021 to July 2023, Tramm managed the rental of Johnson's property.

From May through October 2021 this business relationship was governed by the parties' Residential Lessor's Agent Agreement (RLAA). Under the RLAA, Tramm was to locate a tenant to rent the property for six months and manage the property, and she would be paid \$4,158.42 each month. When the RLAA expired in October 2021, Tramm continued to find tenants and manage the property without any new written agreement. For a while, Johnson collected the rents but did not pay Tramm. Then Tramm collected the rents but remitted no funds to Johnson.

Johnson filed this action in state court, but Tramm removed the case to the United States District Court for the District of Wyoming, invoking diversity jurisdiction. *See* 28 U.S.C. §§ 1332(a)(1), 1441(a). Johnson brought a claim for conversion seeking the rents collected by Tramm, and he requested a declaratory judgment that the RLAA was void under Wyoming law. Tramm, represented by counsel, brought counterclaims for breach of contract and, in the alternative, for promissory estoppel and unjust enrichment.¹

¹ Johnson brought additional claims for breach of contract, breach of fiduciary duty and the duty of good faith and fair dealing, and fraud. Tramm brought additional counterclaims for wage theft, tortious interference, fraud, securities fraud, negligent misrepresentation, breach of fiduciary duty and good faith and fair dealing, and conversion. These claims are not at issue on appeal.

The district court ruled that the RLAA was void and, after a two-day bench trial in which both Tramm and Johnson testified, the court granted judgment in favor of Johnson on his conversion claim and in favor of Tramm on her unjust-enrichment and promissory-estoppel counterclaims. All other claims were denied. The court entered judgment in favor of Johnson for \$77,053.28, based on its calculations that Johnson owed Tramm \$72,996.88, and that Tramm owed Johnson \$150,050.16 in unremitted rents.

II. DISCUSSION

Tramm, now proceeding pro se,² appeals the judgment below. “In an appeal from a bench trial, we review the district court’s factual findings for clear error and its legal conclusions de novo.” *MVT Servs., LLC v. Great W. Cas. Co.*, 118 F.4th 1274, 1280 (10th Cir. 2024) (brackets omitted).

Tramm’s primary argument is that the district court erred in finding that the parties had not reached the oral agreements that Johnson had allegedly breached. Tramm’s brief, however, fails to include even a single citation to the record. Under Fed. R. App. P. 28(a)(8)(A), an appellant is required to include citations to the parts of the record on which the appellant relies, and the rule “applies equally to pro se litigants.” *Garrett*, 425 F.3d at 841. Because Tramm has not provided us with the references we would need to review her argument, we must reject it. *See Bronson v.*

² Because Tramm proceeds pro se, we construe her filings liberally. *See Garrett v. Selby Connor Maddux & Janer*, 425 F.3d 836, 840 (10th Cir. 2005). But “the court cannot take on the responsibility of serving as the litigant’s attorney in constructing arguments and searching the record.” *Id.*

Swensen, 500 F.3d 1099, 1104 (10th Cir. 2007) (we routinely refuse to consider arguments that fail to meet the requirements of Fed. R. App. P. 28); *see also S.E.C. v. Thomas*, 965 F.2d 825, 827 (10th Cir. 1992) (“It is obligatory that an appellant, claiming error by the district court as to factual determinations, provide this court with the essential references to the record to carry his burden of proving error.”). Moreover, the dispute about the existence of any oral agreement amounted to a swearing match between the parties and assertions about the meaning of some text messages. Resolving these factual disputes is the office of the district court, to which we give great deference. *See Raytheon Aircraft Co. v. United States*, 590 F.3d 1112, 1118 (10th Cir. 2009); *ORP Surgical, LLC v. Howmedica Osteonics Corp.*, 92 F.4th 896, 908 (10th Cir. 2024) (“[W]e must view the evidence in the light most favorable to the district court’s ruling and must uphold any district court finding that is permissible in light of the evidence.”).

Tramm raises three additional arguments. First, she argues that the district court erred in failing to dismiss the case under Fed. R. Civ. P. 19(b). She contends (1) that the five individuals renting the property in July 2023, and the Tramm- and Johnson-controlled corporations that did property-related business, were indispensable parties under Fed. R. Civ. P. 19(a) because they “were all clearly involved in important [property-related] contracts” with Tramm and Johnson; and (2) they cannot be joined without defeating diversity jurisdiction. *Aplt. Br.* at 12. But Tramm did not argue these matters in district court, and on appeal she has utterly

failed to explain how the purportedly indispensable parties are indispensable under the terms required by Fed. R. Civ. P. 19(a).

Second, Tramm argues that the district court erred in holding that the RLAA was void under Wyoming law. But, as she concedes, the district court compensated her under a theory of promissory estoppel, and in the amount she sought under the RLAA. So in any event, she could not obtain any further relief even if the RLAA was valid. *See* 28 U.S.C. § 2111 (“On the hearing of any appeal . . . in any case, the court shall give judgment after an examination of the record without regard to errors or defects which do not affect the substantial rights of the parties.”); *We the Patriots, Inc. v. Grisham*, 119 F.4th 1253, 1258 (10th Cir. 2024) (a challenge is moot when an appellant has “received the relief sought such that . . . any relief granted by this court would not have any real-world effect”).

Finally, Tramm argues that the district court miscalculated the amount she was owed under the RLAA. But the parties stipulated to the amount that would have been owed as compensation, and the district court granted Tramm the stipulated-to amount. As we have explained, “[w]e cannot disregard the stipulation entered into; it is to be regarded as an admission of the parties . . . and rulings of a trial court in accordance with stipulations that are clear and unambiguous will not be considered erroneous on appeal.” *Lyles v. Am. Hoist & Derrick Co.*, 614 F.2d 691, 694 (10th Cir. 1980).

III. CONCLUSION

We **AFFIRM** the district court's judgment, **GRANT** Tramm's pending motion to supplement the record on appeal, and we **DENY** Tramm's pending motions for an extension of time to file her reply brief.³

Entered for the Court

Harris L Hartz
Circuit Judge

³ Tramm has five pending motions to extend the deadline for filing her reply brief. When we granted her second motion to extend the deadline of her reply brief, we stated that “the court will not grant additional extensions absent extraordinary circumstances.” Dkt. No. 58. Tramm has not shown extraordinary circumstances to warrant the requested additional extensions.