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**DISTRICT II**

October 1, 2014

To:

Hon. Terence T. Bourke  
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Sheboygan County Courthouse  
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Gene R. Olsen  
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You are hereby notified that the Court has entered the following opinion and order:

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2014AP158

The Estate of Daniel M. Flagstad v. Gene R. Olsen  
(L.C. # 2013PR53)

Before Brown, C.J., Neubauer, P.J., and Gundrum, J.

Gene R. Olsen appeals pro se from a circuit court order dismissing his claim on summary judgment against the Estate of Daniel M. Flagstad, Sr. Based on our review of the briefs and record, we conclude at conference that this case is appropriate for summary disposition. WIS. STAT. RULE 809.21 (2011-12).<sup>1</sup> We affirm the order of the circuit court.

Daniel M. Flagstad, Sr., passed away on January 1, 2013. Olsen subsequently filed a claim against Flagstad's estate for breach of contract. According to Olsen, he and Flagstad had entered into an oral contract in February 2000, whereby they agreed that Olsen would receive

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<sup>1</sup> All references to the Wisconsin Statutes are to the 2011-12 version.

stock upon joining Flagstad's company, Service One Transportation. When Olsen joined the company a month later, he did not receive the stock as promised. Olsen eventually left the company in 2009.

The personal representatives of Flagstad's estate filed an objection to Olsen's claim and moved to dismiss it on summary judgment. Following a hearing on the matter, the circuit court granted the motion. This appeal follows.

We review a grant of summary judgment using the same methodology as the circuit court. *Green Spring Farms v. Kersten*, 136 Wis. 2d 304, 314-15, 401 N.W.2d 816 (1987). Summary judgment is proper when there are no genuine issues of material fact and one party is entitled to judgment as a matter of law. WIS. STAT. § 802.08(2).

On appeal, Olsen contends that the circuit court erred in dismissing his claim. He submits that summary judgment was premature and that he should have been allowed to develop his case. We disagree.

Even assuming that Olsen had entered into an oral contract with Flagstad, we conclude that the statute of limitations barred his claim. The statute of limitations for actions in contract is six years after the cause of action accrues. WIS. STAT. § 893.43. In a breach of contract action, the statute of limitations begins to run the moment the breach occurs. *See CLL Assocs. Ltd. P'hip v. Arrowhead Pac. Corp.*, 174 Wis. 2d 604, 617, 497 N.W.2d 115 (1993). Here, the alleged breach occurred in March 2000 when Olsen joined Flagstad's company and did not receive the stock as promised. Thus, Olsen's claim came too late, and summary judgment was proper.

Upon the foregoing reasons,

IT IS ORDERED that the order of the circuit court is summarily affirmed, pursuant to  
WIS. STAT. RULE 809.21.

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*Diane M. Fremgen*  
*Clerk of Court of Appeals*