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DISTRICT II

February 26, 2025

To:

Hon. Brad Schimel
Circuit Court Judge
Electronic Notice

Laurie E. Meyer
Electronic Notice

Monica Paz
Clerk of Circuit Court
Waukesha County Courthouse
Electronic Notice

Eilene A. Shimi
11732 West Dearbourn Ave
Wauwatosa, WI 53226

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

2023AP2399

Eilene A. Shimi v. Associated Banc Corp. (L.C. #2022CV1273)

Before Neubauer, Grogan and Lazar, JJ.

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).

Eilene A. Shimi appeals an order granting summary judgment in favor of Associated Banc Corp., Associated Financial Group LLC, and USI Insurance Services, LLC (collectively, Associated Bank). Based upon our review of the briefs and Record, we conclude at conference that this case is appropriate for summary disposition. *See* WIS. STAT. RULE 809.21 (2021-22).¹ We affirm.

¹ All references to the Wisconsin Statutes are to the 2021-22 version unless otherwise noted.

In 2018, Associated Bank terminated Shimi's employment. In response, Shimi filed various state and federal agency claims against Associated Bank and later a federal action. The state and federal agency claims were dismissed, and the federal court granted summary judgment in favor of Associated Bank.

Shimi then brought the underlying action against Associated Bank, alleging that Associated Bank breached her 1995 employment agreement by failing to provide her with thirty-days' notice as contemplated in the agreement. Specifically, in 1995, Shimi signed an employment agreement with Associated Bank's predecessor that provided, in relevant part, "[i]f the employment is terminated by Employer, a minimum of 30 days' notice must be given." Shimi relied on this provision to argue Associated Bank's failure to provide her with thirty-days' notice prior to her termination amounted to a breach of contract and a violation of the duty of good faith and fair dealing, entitling her to damages.

Associated Bank moved for summary judgment on the basis that: (1) Shimi's claims were barred by the doctrine of claim preclusion based on her prior federal litigation; and (2) the thirty-days' notice of termination clause contained in Shimi's 1995 employment agreement was modified by the parties in 2003 and therefore was no longer in effect at the time of her termination. In 2003, Shimi signed an employee acknowledgement form that provided, in relevant part:

I have entered into my employment relationship with [Associated Bank] voluntarily and acknowledge that there is no specific length of employment and none has been promised to me. I acknowledge that the information on this form or included in the Associated Handbook is not an employment contract between [Associated Bank] and its associates for either employment or for the provision of any benefit. Employment with [Associated Bank] is at the will of [Associated Bank] and its associates. *[Associated Bank] or any*

associate may terminate employment without notice at any time and for any reason not prohibited by law. Any representation to the contrary is not binding upon [Associated Bank] unless signed in writing by [Associated Bank] President and the associate.

(Emphasis added.) Shimi admitted she received and signed the 2003 form.

The circuit court granted summary judgment in favor of Associated Bank on both grounds. Shimi appeals.

We review a grant of summary judgment de novo, using the same methodology as the circuit court. *Tews v. NHI, LLC*, 2010 WI 137, ¶40, 330 Wis. 2d 389, 793 N.W.2d 860. Summary judgment must be granted if the pleadings, depositions, answers to interrogatories, admissions and affidavits establish that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. WIS. STAT. § 802.08(2).

Based on the evidence in the Record, we conclude there is no genuine issue of material fact that the 1995 agreement's thirty-days' notice provision was no longer in effect when Shimi was terminated in 2018. The 2003 form that Shimi admitted to signing put her on notice that she was an at-will employee subject to termination at any time. We also reject as inadequately briefed Shimi's passing assertion that there was no consideration to support the 2003 agreement. *See State v. Pettit*, 171 Wis. 2d 627, 646, 492 N.W.2d 633 (Ct. App. 1992). We conclude the circuit court appropriately granted summary judgment in favor of Associated Bank on the basis that the thirty-days' notice provision was no longer in effect when Shimi was terminated in 2018.

Because we determine the circuit court properly granted summary judgment on this basis, we need not consider the court's grant of summary judgment based on claim preclusion. *See*

State v. Blalock, 150 Wis. 2d 688, 703, 442 N.W.2d 514 (Ct. App. 1989) (cases should be decided on narrowest possible ground).

Upon the foregoing reasons,

IT IS ORDERED that the order of the circuit court is summarily affirmed. *See* WIS. STAT. RULE 809.21.

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

Samuel A. Christensen
Clerk of Court of Appeals