

OPINION SUMMARY
MISSOURI COURT OF APPEALS EASTERN DISTRICT

WHELAN SECURITY CO.,)	ED101847
)	
Plaintiff/Respondent/Cross-Appellant,)	Appeal from the Circuit Court
)	of St. Louis County
v.)	
)	
CHARLES KENNEBREW, SR.,)	Honorable Maura B. McShane
)	
Defendant/Appellant/Cross-Respondent.)	Filed: September 29, 2015

Charles Kennebrew, Sr. (Kennebrew) appeals from the trial court's October 10, 2013 Summary Judgment in favor of Whelan Security Co. (Whelan) on its claims that Kennebrew breached the customer non-solicitation clause and the 50-mile non-competition clause in their employment agreement (Agreement). Whelan appeals from the trial court's June 26, 2014 Order and Judgment awarding it, in part, \$165,000 in attorney's fees.

REVERSED AND REMANDED.

Division Four Holds: Disputed issues of fact preclude summary judgment on Whelan's claims against Kennebrew for breach of the customer non-solicitation clause and the 50-mile non-competition clause in the Agreement, as modified by the Missouri Supreme Court. Due to our reversal of the trial court's summary judgment of liability on these two claims, the corresponding judgment of damages and attorney's fees is vacated. The cause is remanded for a factfinder's determination of these issues.

Opinion by: Sherri B. Sullivan, P.J. Patricia L. Cohen, J., and Kurt S. Odenwald, J., concur.

Attorney for Appellant/Cross-Respondent: Jonathan Sternberg
Attorneys for Respondent/Cross-Appellant: Bradley G. Kafka and Mark W. Weisman

<p>THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.</p>
