

**MISSOURI COURT OF APPEALS EASTERN DISTRICT  
OPINION SUMMARY**

|                             |   |                               |
|-----------------------------|---|-------------------------------|
| WHELAN SECURITY CO.,        | ) | No. ED96394                   |
|                             | ) |                               |
| Appellant,                  | ) | Appeal from the Circuit Court |
|                             | ) | of St. Louis County           |
| vs.                         | ) |                               |
|                             | ) |                               |
| CHARLES KENNEBREW, SR., and | ) |                               |
| W. LANDON MORGAN,           | ) |                               |
|                             | ) |                               |
| Respondents.                | ) | FILED: November 29, 2011      |

Whelan Security Company (“Whelan”) appeals from the trial court judgment granting summary judgment in favor of Charles Kennebrew, Sr. and W. Landon Morgan in Whelan’s action to enforce restrictive covenants in their employment contracts. Whelan contends that the trial court erred in concluding that the restrictive covenants were unreasonable on their face.

REVERSED AND REMANDED.

DIVISION ONE HOLDS: (1) The trial court erred in granting summary judgment in favor of Kennebrew and Morgan. The restrictive covenants at issue in the employment contracts were not, on their face, unreasonably broad either in geographic scope or in duration. (2) Whelan’s request for injunctive relief is moot because the periods of the restrictive covenants began to run when respondents’ employment with Whelan terminated, but Whelan may continue to pursue monetary damages for actual losses.

Opinion by: Clifford H. Ahrens, Presiding Judge                      Roy L. Richter, J., and Gary  
M. Gaertner, Jr., J., concur.

Attorney for Appellant:            Bradley G. Kafka

Attorney for Respondent:        J. Mark Brewer

**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.**