

CHAD RICHTER TO PRESENT “THE BASICS OF FRANCHISING”

Milwaukee, Wisconsin (May 16, 2007) – On June 7, 2007, Attorney Chad J. Richter will present “The Basics of Franchising” at a franchise seminar co-hosted by the International Franchise Association (IFA), the Milwaukee Urban League, and the Urban Entrepreneur Partnership.

The seminar, to be held at Cardinal Stritch University, will focus on entrepreneurship through franchising. Other speakers will be Congresswoman Gwen Moore, Milwaukee Mayor Tom Barrett, Motivational Speaker Les Brown, local franchisees, an IFA representative, and franchisor agents.

Chad Richter is an attorney with the law firm of O’Neil Cannon Chad assists clients with a variety of corporate and business law matters such as the formation and organization of various types of business entities under operating, shareholder, and subscription agreements, including the preparation of financial and disclosure documentation. Chad has focused his practice on the structuring of business relationships under franchise, licensing, and distribution arrangements, and has worked with numerous franchise and dealership models, representing both franchisors/grantors and franchisees/dealers.

The International Franchise Association is an organization dedicated to protecting, enhancing, and promoting franchising worldwide. IFA is the official “Spokesperson for Responsible Franchising.” Franchisors join for the legislative, educational and networking benefits available as an IFA member. IFA’s government and public relations programs are designed to educate and influence public policy makers, and to reduce or eliminate regulations that threaten responsible franchise development. For more information, visit www.ifa.com.

O’Neil Cannon is a full-service legal practice focusing on business law, estate planning, and major complex litigation with offices in Milwaukee and Port Washington. The firm was established in 1973 and is now listed as one of the Milwaukee-area’s largest law firms.

REAL PROPERTY TAX ASSESSMENT REVERSED BY COURT OF APPEALS

OCHD’s Real Estate and Construction Practice Group found recent success in obtaining a reversal from the Court of Appeals relative to a real property tax assessed by the Village of Menomonee Falls against an 80-plus unit apartment complex owned by a client.

In an opinion released on May 2, 2007, the Court of Appeals District II reversed the decision of the Circuit Court for Waukesha County holding, among other things, that the Board of Review for the Village of Menomonee Falls failed to exercise proper judgment and failed to accept evidence of valuation submitted by the property owner as the “best information” available. See [Opinion of Court of Appeals](#).

For further information or a consultation regarding your legal rights to object to and/or appeal a real property assessment on your residential or commercial property, please contact either Claude J. Krawczyk or John R. Schreiber of OCHD’s Real Estate and Construction Practice Group.

PROTECTING THE ENFORCEABILITY OF YOUR MARITAL PROPERTY AGREEMENT IN THE EVENT OF A DIVORCE

In Wisconsin, people who are contemplating marriage or who are already married are permitted to enter into contracts with each other regarding their financial affairs to suit their needs and values and to achieve certainty, both during the marriage and in the event of a divorce. These contracts or marital property agreements are commonly known as pre- or post-nuptial agreements.

Wisconsin divorce law is clear that, as it relates to the division of property, any written agreement made by the parties before or during the marriage concerning any arrangement for property distribution shall be binding upon the divorce court, unless the terms of the agreement are inequitable to either party. Because the divorce court is required to presume any such agreement to be equitable as to both parties, the party challenging the agreement has the burden of producing evidence and persuading the divorce court that the agreement is unfair and unenforceable.

For an agreement to be unenforceable, it must fail to meet the requirements of procedural fairness or substantive fairness. To assess procedural fairness, the court assesses whether each party makes fair and reasonable disclosures regarding his or her financial status by disclosing assets, liabilities, and debts; and whether each party entered into the agreement voluntarily and freely. When assessing whether a party voluntarily and freely entered into the agreement, a divorce court examines whether a party had a meaningful choice. Divorce courts are instructed to consider whether each party was represented by independent counsel, whether each party had adequate time to review the agreement, whether the

parties understood the terms of the agreement and their effects, and whether the parties understood their financial rights in the absence of an agreement. To assess substantive fairness, the court assesses whether the agreement was fair at the time of execution. If circumstances significantly change since execution, then substantive fairness is also assessed at the time of the divorce.

A marital property agreement that is fair at its execution is not unfair at divorce just because the application of the agreement at divorce results in a property division which is not equal between the parties or which a court might not currently order under the property division statute. If, however, there are significantly changed circumstances after the execution of an agreement, a divorce court must evaluate those circumstances and expectations from the perspectives of the parties at the time they entered into their agreement, not at the time of the divorce. Marital property agreements can (and should) be drafted in such a way as to address some of these contingencies.

While it is true that marital property agreements are binding contracts regarded with favor in Wisconsin, it is clear that, the parties to the agreement must keep in mind and adhere to the standards used to determine the enforceability of these agreements upon divorce, both when negotiating and drafting an agreement and during the marriage. To do otherwise is to risk an unpleasant surprise when a divorce court determines that the agreement is inequitable and, therefore, unenforceable at the time of divorce.

JIM DEJONG TO DELIVER PRESENTATION ON LEADERSHIP

On May 18, 2007, Attorney Jim DeJong will deliver a presentation on “Leading Those who do not Want to be Lead” at the CSI Management Coaching Clinic to be held from 11:30 – 4:30 at North Hills Country Club in Menomonee Falls.

The clinic will focus on the development of leadership skills, both for current and future business leaders. Other presenters include Terry Mather of CSI Consulting and Don Menefee of Silent Partner.

Jim DeJong is president and managing shareholder of O’Neil Cannon He works with business clients in a wide variety of industries and service sectors, providing them with creative counsel and strategic help. Jim’s corporate, LLC, and partnership practice is diverse and he is experienced in successfully guiding his clients through complex matters including forming and financing entities, as well as negotiating and preparing contracts and related documents.

He also represents buyers or sellers of businesses, and provides counsel to clients on operational and governance matters.

O'Neil Cannon is a full-service legal practice focusing on business law, estate planning, and major complex litigation with offices currently in Milwaukee and Port Washington. On June 1, 2007, the firm will add an office in Sheboygan by joining forces with Hopp Neumann Humke LLP, one of Sheboygan's oldest and largest law firms. OCHD was established in 1973 and is now listed as one of the Milwaukee-area's largest law firms.