

## ATTORNEY LAING SECURES ANOTHER APPELLATE COURT VICTORY

On January 20, 2010, the Wisconsin Court of Appeals overturned a lower court ruling and held that, as Attorney Dean Laing had argued, an educational training reimbursement provision of an employment contract was divisible from unreasonable restrictive covenants in the contract and therefore enforceable. Attorney Laing's argument enabled the appellate court to carefully avoid opining as to whether the Wisconsin Supreme Court has established a new divisibility test under *Star Direct, Inc. v. Dal Pra*, because the provisions were best viewed to be divisible under either that standard or the previously-established test set forth in *Streiff v. American Family Mut. Ins. Co.*

While the appellate court noted that the respective reimbursement and restrictive covenant provisions "share a common backdrop" as requirements of payment under the contract, in recognizing the enforceability of the reimbursement provision, the court specifically cited Attorney Laing's argument that either provision could be stricken and the other could still be independently understood. As a result, that portion of the contract, which was not drafted by O'Neil Cannon, should and will remain in full force and effect.

A full copy of the opinion, which the appellate court recommended for publication in the official reports, can be found [here](#).

See Article *The Daily Reporter* - Friday, January 22, 2010