Reversed and Rendered in part and Reversed and Remanded in part and Opinion Filed May 21, 2025

In The
Court of Appeals
Fifth District of Texas at Dallas

No. 05-24-00065-CV

LAYLA'S DAY SPA, INC., COSMO 888 NAILS SPA, INC., LIEN NGUYEN AND LAN HUYNH, Appellants
V.
HD SALON GROUP, L.L.C., Appellee

On Appeal from the 68th Judicial District Court
Dallas County, Texas
Trial Court Cause No. DC-20-10450

MEMORANDUM OPINION

Before Justices Breedlove, Clinton, and Barbare
Opinion by Justice Breedlove

This is a suit for breach of a contract to purchase a business. After a bench trial, the trial court made findings of fact and conclusions of law and rendered judgment in favor of appellee HD Salon Group, L.L.C. (HD), the plaintiff below. Appellants Layla's Day Spa, Inc., Cosmo 888 Nails Spa, Inc., Lien Nguyen, and Lan Huynh now appeal, challenging the trial court's denial of their plea to the jurisdiction and the legal and factual sufficiency of the evidence to support the trial court's findings, conclusions, and judgment. We conclude (1) HD had standing to assert its claims, (2) there is no evidence to support the trial court's judgment on HD's claims

for tortious interference with contract, and (3) although HD presented evidence to support its breach of contract claim, the trial court made errors of law in interpreting the parties' contracts and in the measure of damages. Concluding that these errors of law "probably caused the rendition of an improper judgment," TEX. R. APP. P. 44.1(a)(1), we reverse the trial court's judgment, render judgment in part, and in the interest of justice, remand in part for a new trial on HD's claim for breach of contract. TEX. R. APP. P. 43.3(b); 44.1(a)(1).

BACKGROUND

Appellee HD Salon Group, L.L.C. purchased the assets of a nail salon business from appellant Layla's Day Spa, Inc. (Layla's).[1] On August 2, 2019, Layla's and HD signed a "Purchase of Business Agreement" (Purchase Agreement) that set forth the terms of the sale. Appellants Lien Nguyen (Lien) and Lan Huynh (Lan), each a 50 percent owner of Layla's, signed the Purchase Agreement on behalf of Layla's. Hien Nguyen (known as "Katy"), the managing member of HD,[2] signed for HD as "Purchaser." On September 30, 2019, the date of the sale closing, the parties also executed a Non-Competition Agreement (NCA).

[1] Layla's Day Spa, Inc. was the seller. The business name was one of the assets sold to HD, and the salon itself continued to do business under the name "Layla's" after the sale. However, it appears that ownership of the Layla's Day Spa, Inc. corporation did not change, and in this lawsuit, HD named Layla's Day Spa, Inc. as a defendant. The trial court rendered judgment against Layla's Day Spa, Inc., and that entity is one of the appellants here.

[2] Katy was a third-party defendant in the trial court, but is not a party to this appeal in her individual capacity.

Less than a year later, five of the twenty nail technicians who worked for Layla's at the time of the purchase left Layla's and began working for appellant Cosmo 888 Nail Salon, Inc. (Cosmo). Together, they are referred to in the parties' briefing as the "Five Technicians." Cosmo is located across the street from Layla's and is operated by the appellants.

In July 2020, HD filed this suit against Layla's, Cosmo, Lien, and Lan alleging that when COVID restrictions were lifted and salons were reopened, several of Layla's nail technicians "had gone or were planning on going to work for Cosmo." HD alleged that Lan and Lien breached paragraph 17 of the Purchase Agreement, which prohibited them from "hir[ing] employees and technicians from [the Salon] for a period of 5 years from the date of selling the [Salon]." HD also alleged that the technicians "had also taken their regular customers with them to Cosmo, resulting in significa[nt] loss of revenue for the Salon." In addition to its breach of contract claims, HD asserted causes of action for misappropriation of trade secrets, tortious interference with an existing contract, and tortious interference with prospective business relations, and also pleaded for its attorney's fees. HD did not assert claims for breach of the NCA.

The case proceeded to a bench trial on October 24, 2023.

After hearing the evidence, the trial court rendered judgment against Layla's, Lien, Lan, and Cosmo. The trial court rendered a Final Judgment providing:

> IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that HD SALON GROUP LLC shall have and recover from LAYLA'S DAY SPA, INC., COSMO 888 NAILS SPA, INC., d.b.a. COSMO NAIL & SPA, LIEN NGUYEN and LAN HUYNH, jointly and severally, the amount of $291,648.55. Additionally, HD SALON GROUP LLC shall have and recover from LAYLA'S DAY SPA, INC., LIEN NGUYEN and LAN HUYNH, jointly and severally, Plaintiff's attorneys' fees in the amount of $42,031.00, along with court costs in the amount of $324.00, plus post-judgment interest at the rate of 8.5% per annum, accruing on all of the amounts awarded herein, from the entry of this judgment until such amounts are fully and finally paid.

The trial court made findings of fact and conclusions of law and denied appellants' motion for new trial by written order. This appeal followed.

ISSUES

In their brief under "Issues Presented," appellants list twenty-three challenges to the trial court's judgment. Our disposition of this appeal requires addressing nineteen of these issues, grouped for discussion as follows:

1. Plea to the jurisdiction/standing (Issue 18)
2. Enforceability of the contracts (Issue 2)
3. Breach of the contracts (Issues 1, 3–7)
4. Tortious interference (Issues 10–15)
5. Damages (Issues 16–17, 19–21)

We will detail appellants' specific complaints in our discussion below.

STANDARDS OF REVIEW

On appeal following a bench trial, we review a trial court's conclusions of law de novo to determine whether the trial court drew the correct legal conclusions from

the facts. *Capital One, N.A. v. Haddock*, 394 S.W.3d 605, 609 (Tex. App.—Dallas 2012, pet. denied). We are not bound by the trial court's conclusions of law and will review them independently to determine their legal correctness. *Id*. at 609–10.

With respect to the trial court's findings of fact, we review them by the same standards we use in reviewing the sufficiency of the evidence supporting a jury's answers. *Ochoa v. Craig*, 262 S.W.3d 29, 31 (Tex. App.—Dallas 2008, pet. denied). A challenge to the legal sufficiency of the evidence fails if more than a scintilla of evidence exists to support the finding. *Brockie v. Webb*, 244 S.W.3d 905, 909 (Tex. App.—Dallas 2008, no pet.). A challenge to the factual sufficiency of the evidence fails if the finding is not against the great weight of the evidence. *Cain v. Bain*, 709 S.W.2d 175, 176 (Tex. 1986) (per curiam).

In a bench trial, the trial court, as factfinder, is the sole judge of the credibility of the witnesses. *Great Am. Lloyds Ins. Co. v. Vines-Herrin Custom Homes, L.L.C.*, 596 S.W.3d 370, 374 (Tex. App.—Dallas 2020, pet. denied). As long as the evidence falls "within the zone of reasonable disagreement," we will not substitute our judgment for that of the fact-finder. *Sheetz v. Slaughter*, 503 S.W.3d 495, 502 (Tex. App.—Dallas 2016, no pet.).

"No judgment may be reversed on appeal on the ground that the trial court made an error of law unless the court of appeals concludes that the error complained of: (1) probably caused the rendition of an improper judgment; or (2) probably prevented the appellant from properly presenting the case to the court of appeals."

TEX. R. APP. P. 44.1(a). "If the error affects part of, but not all, the matter in controversy and that part is separable without unfairness to the parties, the judgment must be reversed and a new trial ordered only as to the part affected by the error." TEX. R. APP. P. 44.1(b). "The court may not order a separate trial solely on unliquidated damages if liability is contested." *Id.*

"When reversing a trial court's judgment, the court must render the judgment that the trial court should have rendered, except when: (a) remand is necessary for further proceedings; or (b) the interests of justice require a remand for another trial." TEX. R. APP. P. 43.3. However, we may reverse and render judgment only when we have sustained a challenge to the legal sufficiency of the evidence. *Selectouch Corp. v. Perfect Starch, Inc.*, 111 S.W.3d 830, 835 (Tex. App.—Dallas 2003, no pet.). If we sustain a factual insufficiency challenge, we must reverse the trial court's judgment and remand for a new trial. *Wright Way Spraying Serv. v. Butler*, 690 S.W.2d 897, 898 (Tex. 1985) (per curiam).

Appellants also challenge the trial court's ruling on their plea to the jurisdiction. When, as here, a plea to the jurisdiction challenges the existence of jurisdictional facts, the court considers the evidence submitted when resolving the jurisdictional issue. *Tex. Dep't of Parks & Wildlife v. Miranda*, 133 S.W.3d 217, 227 (Tex. 2004). "If the evidence creates a fact question regarding the jurisdictional issue, then the trial court cannot grant the plea to the jurisdiction, and the fact issue will be resolved by the fact finder." *Id.* at 227–28. However, if the evidence related

to the jurisdictional issue is undisputed or fails to raise a fact question as to jurisdiction, the trial court rules on the plea to the jurisdiction as a matter of law. *Id.* at 228. We review a trial court's ruling on a plea to the jurisdiction de novo. *Id.* We take as true all evidence favorable to the nonmovant, indulging every reasonable inference and resolving any doubts in the nonmovant's favor. *Id.*

DISCUSSION

1. Plea to the Jurisdiction (Issue 18)

Shortly before trial, Layla's, Cosmo, Lien, and Lan filed a plea to the jurisdiction alleging that HD lacked standing to assert its claims. The trial court denied the plea on the record at trial. In their eighteenth issue, appellants contend this ruling was error.

We address this issue first "[b]ecause standing is a threshold jurisdictional issue that is essential to a court's power to decide a case." *McLane Champions, LLC v. Houston Baseball Partners LLC*, 671 S.W.3d 907, 912 (Tex. 2023) (internal quotation omitted). "To show constitutional standing, a plaintiff must demonstrate that: (1) it suffered a concrete and particularized injury-in-fact; (2) the injury is fairly traceable to the defendant's conduct; and (3) a favorable decision is likely to redress the injury." *Id.* at 912–13. As our sister court recently explained, "[a] plaintiff has standing when she is personally aggrieved, regardless of whether she is acting with legal authority." *Jorolan v. Eads*, No. 02-23-00338-CV, 2025 WL 628340, at *5 (Tex. App.—Fort Worth Feb. 26, 2025, no pet.) (mem. op.). "Standing requires a

concrete injury to the plaintiff and a real controversy that will be resolved by the court." *Id.* (internal quotation and citation omitted). "As the supreme court has repeatedly recognized, a plaintiff does not lack standing simply because some other legal principle may prevent her from prevailing on the merits; instead, a plaintiff lacks standing if her claim of injury is too slight for a court to afford redress." *Id.* (internal quotation and citation omitted).

Appellants made the following complaints in their plea to the jurisdiction in the trial court:[3] (1) HD has no concrete, particularized injury-in-fact, (2) HD cannot establish that its alleged damages are fairly traceable to appellants' conduct, and (3) the non-solicitation clause is unenforceable because it is overbroad. An injury is "particularized" for standing purposes if it "affects the plaintiff in a personal and individual way." *Id.* (internal quotation omitted). On appeal, appellants argue that "HD's alleged injury (lost profits from the departure of the 5 Technicians)" is not "fairly traceable to the conduct of any of the Defendants." *See Jorolan*, 2025 WL 628340, at *5. They specifically challenge the trial court's finding of fact 16, that "[t]he loss of the 5 Technicians caused HD Salon to lose existing customers as well

[3] Appellants also asserted in the plea to the jurisdiction that the non-solicitation provisions in the Purchase Agreement were unenforceable as a matter of law because they imposed unreasonable restrictions on "any" employee, director, agent, contractor, or service provider "who ever worked for Plaintiff," regardless of the person's position, how long they had worked at Layla's, "or whether they had any interaction with Defendants." They also complained that the provisions were unenforceable because they lacked reasonable scope, time, and geographic restrictions. They did not, however, explain how the trial court lacked jurisdiction to decide these issues. We need not address this complaint because the Purchase Agreement covenants in question were amended by the NCA. Although on appeal, appellants have added a challenge to the scope of the restrictions in the NCA, they did not do so in the trial court. Accordingly, they have not preserved that complaint for appeal. TEX. R. APP. P. 33.1(a).

as potential customers." They explain that finding of fact 16 "is directly contrary to the evidence" because "[t]hose were not HD's customers—those were the 5 Technicians' customers, as testified by HD's owner." They conclude that the trial court erred "when it did not dismiss HD's claims for lack of standing and thus lack of subject matter jurisdiction."

We conclude the trial court did not err by denying appellants' plea to the jurisdiction. *See Miranda,* 133 S.W.3d at 228. HD offered evidence that it entered into two contracts with Layla's, Lien, and Lan, and that it suffered a concrete and particularized injury-in-fact, that is, investment of the purchase price to buy the salon's assets and the loss of twenty-five percent of the technicians on which that price was premised.[4] *See McLane Champions, LLC,* 671 S.W.3d at 912–13 (plaintiffs presented evidence of a "pocketbook injury"—transferring their own funds and paying a "bloated purchase price" in reliance on the defendants' material misrepresentations—and seeking money damages, satisfying the requirements for constitutional standing). HD offered evidence that it paid the purchase price in exchange for appellants' promises not to solicit the salon's technicians, who "produced virtually all of the revenue generated by the Salon," as the trial court found in finding of fact (FF) 8. Whether the customers were "the 5 Technicians'

[4] Paragraph 4 of the Purchase Agreement provides that "The following acknowledgement by the Purchaser is solely based on the information provided by the Seller . . . (d) Layla's Day Spa currently has about 21 technicians." At trial, Katy testified that her offer of $600,000 to purchase the salon was based on twenty technicians.

customers" or HD's, the value of their business was a material part of the consideration exchanged under the Purchase Agreement.

As this Court explained in *National Health Resources Corp. v. TBF Financial, LLC*,

> This Court has concluded that a challenge to a party's privity of contract is a challenge to capacity, not standing. Whether a party is entitled to sue on a contract is not truly a standing issue because it does not affect the jurisdiction of the court; it is, instead, a decision on the merits. When it is established that a breach of contract plaintiff lacks entitlement to sue on a contract, the proper disposition may be summary judgment on the merits, but it is not dismissal for want of jurisdiction.

429 S.W.3d 125, 128–29 (Tex. App.—Dallas 2014, no pet.) (internal quotations and citations omitted). Similarly, appellants' complaint that the agreements' noncompetition provisions are overbroad is a challenge to the agreements' enforceability, not to HD's standing as a party to the agreements. *See Jorolan,* 2025 WL 628340, at *5 (plaintiff does not lack standing "simply because some other legal principle may prevent her from prevailing on the merits"). We conclude that HD had standing to assert its claims and both the trial court and this Court have jurisdiction over this case. *See id.* We overrule appellants' eighteenth issue.

2. Interpretation of the Purchase Agreement and NCA (Issue 2)

In Issue 2, appellants complain that the non-solicitation and no-hire provisions in the Purchase Agreement were unenforceable because they were superseded by the NCA. They rely on section 6 of the NCA, providing that "[t]his Agreement contains the entire agreement of the parties hereto concerning the subject matter hereof."

We review a trial court's interpretation of a contract de novo following the applicable rules of construction. *U.S. Bank, N.A. v. Am. Realty Tr., Inc.*, 275 S.W.3d 647, 650 (Tex. App.—Dallas 2009, pet. denied). When construing contracts, our primary concern "is to ascertain the true intentions of the parties as expressed in the instrument." *Coker v. Coker*, 650 S.W.2d 391, 393 (Tex. 1983). "To achieve this objective, courts should examine and consider the entire writing in an effort to harmonize and give effect to all the provisions of the contract so that none will be rendered meaningless." *Id.* "No single provision taken alone will be given controlling effect; rather, all the provisions must be considered with reference to the whole instrument." *Id.* Further, it is "well-established law" that "instruments pertaining to the same transaction may be read together to ascertain the parties' intent, even if the parties executed the instruments at different times and the instruments do not expressly refer to each other, and that a court may determine, as a matter of law, that multiple documents comprise a written contract." *Fort Worth Indep. Sch. Dist. v. City of Fort Worth*, 22 S.W.3d 831, 840 (Tex. 2000).

On August 2, 2019, the parties entered the Purchase Agreement, which contains the material terms of the acquisition including the purchase price and payment terms, a definition of the assets to be sold and those that are excluded, the seller's representations about the monthly rent, monthly sales average, number of technicians, and area of the premises, and sets dates for possession and closing.

The Purchase Agreement also contains certain restrictions on solicitation, competition, and hiring, which are central to the parties' dispute. Paragraphs 15–19 of the Purchase Agreement provide:

> **Non-Solicitation**
>
> 15. The Seller and its affiliates agree that any attempt to encourage or induce employees, directors, agents or contractors to leave their jobs with Layla's Day Spa, at 2030 N Belt Line Rd #120, Mesquite, TX 75150, would be harmful and damaging to the Purchaser. The Seller, its affiliates, and its managers further agree that any attempt on the part of the Seller, its affiliates, and its managers to interfere with the Purchaser's relationship with employees, directors, agents, contractors, vendors or service providers of the Company would be harmful and damaging to the Purchaser.
>
> 16. The Seller, its affiliates, and its managers agree that during the term of this Agreement and after the Closing Date of this Agreement, the Seller will not in any way directly or indirectly:
>
> a) Induce or attempt to induce any employee, director, agent, contractor or other service provider of the Purchaser to quit employment or retainer with the Purchaser;
>
> b) Otherwise interfere with or disrupt the Purchaser's relationship with its employees, directors, agents, contractors or other service providers;
>
> c) Discuss employment opportunities or provide information about competitive employment to any of the Purchaser's employees, directors, agents, contractors or other service providers; or
>
> d) Solicit, entice, or hire away any employee, director, agent, contractor or other service provider of the Purchaser.
>
> 17. The Purchaser acknowledge[s] that the Seller or its owners also have ownership interest in Cosmo Nail & Spa at 2101 N Belt Line Rd, Mesquite, TX 75150 and Jenna's Day Spa at 3635 N Belt Line Rd #180, Sunnyvale, TX 75182. *The Seller and its*

owners agree to not hire employees and technicians from Layla's Day Spa for a period of 5 years from the date of selling the Asset, unless otherwise agreed by the Purchaser. (Emphasis added).

Non-Compete Clause

18. For a period of 10 years (the "Non-Competition Period") after the Closing Date, the Seller will not, either individually or in conjunction with any other person or business entity or in any other manner whatsoever, have interest in, enter employment or contract with, lend money to advise or permit its name to be associated with any new business similar to or in competition with the Purchaser within 15 mile radius of the Layla's Day Spa, 2030 N Belt Line Rd # 120, Mesquite, TX 75150, unless otherwise agreed by the Purchaser.

19. If the Non-Competition Period is determined to be unenforceable by a court of State of Texas of competent jurisdiction then it is the intent of the Parties that the Non-Competition Period be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable. The Seller agrees that the Non-Competition Period is reasonable and all defenses to the enforcement of the Non-Competition Period are waived by the Seller.

Thereafter, on September 30, 2019, the parties entered a second agreement, the Non-Competition Agreement, which recites as consideration for the covenants contained therein the parties' agreement for the purchase and sale of the assets in the Purchase Agreement. The NCA restricts the right to compete and to solicit employees as follows:

Non-Competition. During the ten (10) year period immediately following the Effective Date, Seller shall not (a) engage, anywhere within a radius of fifteen (15) miles from 2030 N. Belt Line Road, Suite 120, Mesquite, Texas, save and except Seller's other locations that may lie within the protected area, either directly or indirectly, alone, in association with or as a shareholder, principal, agent, partner, officer, director, employee or consultant of any other organization, in any

> Competitive Business (as hereinafter defined); or (b) solicit or encourage any officer, employee, independent contractor, vendor or consultant of the Purchaser to leave the employ of, or otherwise cease his relationship with the Purchaser. If Seller violates any of the provisions of this Section 1, the computation of the time period provided herein shall be tolled from the first date of the breach until the earlier of (i) the date judicial relief is obtained by the Purchaser, (ii) the Purchaser states in writing that it will seek no judicial relief for said violation, or (iii) the Seller provides satisfactory evidence to the Purchaser that such breach has been remedied. If, at any time, the provisions of this Section 1 shall be determined to be invalid or unenforceable by reason of being vague or unreasonable as to area, duration or scope of activity, this Section 1 shall be considered divisible and shall become and be immediately amended to only such area, duration and scope of activity as shall be determined to be reasonable and enforceable by the court or other body having jurisdiction over the matter, and the Seller agrees that this Section l as so amended shall be valid and binding as though any invalid or unenforceable provision had not been included herein. For purposes of this Section I, the Seller and the Purchaser agree that the term "Competitive Business" shall mean the operation and management of a beauty salon and spa or related services business.

The NCA substantively changed the parties' non-solicitation agreement in the following respects:

1. **Duration of restrictions.** The Purchase Agreement provides that Seller agrees not to engage in solicitation "during the term of this Agreement and after the Closing Date"; whereas the NCA limits the non-solicitation restriction to a period of ten years following the Effective Date.

2. **Prohibited conduct.** The Purchase Agreement prohibits Seller from "induc[ing]" or attempting to "induce" certain parties from quitting their employment or "retainer" with Purchaser; whereas the NCA prohibits seller from "solicit[ing]" or "encourag[ing]" certain parties from leaving or "otherwise ceas[ing]" their relationship with Buyer.

3. **Persons who may not be solicited.** The Purchase Agreement includes "directors" and "agents" in the categories of parties Seller shall not solicit; whereas the NCA does not include "directors" or

"agents" but adds "consultants" to the list of parties that may not be solicited.

4. **Interference with relationships.** The Purchase Agreement prohibits Seller from "[o]therwise interfer[ing] with or disrupt[ing] the Purchaser's relationship with its employees, directors, agents, contractors, or other service providers"; the NCA does not contain this restriction.

5. **Discussion of employment.** The Purchase Agreement prohibits Seller from "[d]iscussing employment opportunities or provid[ing] information about competitive employment to any of the Purchaser's employees, directors, agents, contractors or other service providers"; the NCA does not contain this restriction.

The NCA also substantively changed the parties' non-competition agreement. The Purchase Agreement states that Seller shall not:

> [H]ave interest in, enter employment or contract with, lend money to, advise or permit its name to be associated with any new business similar to or in competition with the Purchaser within [a] 15 mile radius of the Layla's Day Spa, 2030 N Beltline Rd #120, Mesquite, TX 75150, unless otherwise agreed by the Purchaser.

The NCA narrows the activities that Seller is prohibited from performing to the single word "engage." Also, the NCA excludes from the restricted area "Seller's other locations that may lie within the protected area," whereas the Purchase Agreement contemplates that the parties may later carve out areas "otherwise agreed by the Purchaser."

The NCA, however, contains no provision addressing the same subject matter as paragraph 17 of the Purchase Agreement. Paragraph 17 provides that "The Seller and its owners agree to not hire employees and technicians from Layla's Day Spa

for a period of 5 years from the date of selling the Asset, unless otherwise agreed by the Purchaser."

Because of the inconsistencies between the restrictive covenants in the Purchase Agreement and the NCA, we must first determine which of the agreements controls the parties' restrictions on (1) solicitation, (2) competition, and (3) hiring. Appellants argue the NCA "invalidated or superseded" the non-solicitation and non-competition provisions in the Purchase Agreement. They rely on the merger clause in the NCA, which provides: "This Agreement contains the entire agreement of the parties hereto concerning the subject matter hereof."

The "subject matter" of the NCA covers the parties' non-solicitation and non-competition covenants and amends the parties' agreement regarding prohibited activities, duration, and geographic scope. Accordingly, we agree with appellants that the NCA superseded the Purchase Agreement's provisions on solicitation and competition.

HD responds, however, that even if the non-competition and non-solicitation provisions in the Purchase Agreement are superseded, the subject matter of the no-hiring provision is not addressed in the NCA, and therefore, the no-hire restriction is enforceable. On this point, we agree with HD. The Purchase Agreement contains a five-year prohibition on "hir[ing] employees and technicians from Layla's Day Spa." The NCA does not mention any restriction on Seller's right to hire employees. A restriction on hiring is not the same as a restriction on solicitation. The Purchase

Agreement's five-year prohibition on hiring was not amended, revoked, or at all changed by the NCA ten-year restriction on solicitation.

We conclude that the NCA and Purchase Agreement can be harmonized, and that paragraph 1 of the NCA amends paragraphs 15, 16, 18 and 19 of the Purchase Agreement, but does not amend or void the no-hire restriction in paragraph 17 of the Purchase Agreement. *See Fort Worth Indep. Sch. Dist.*, 22 S.W.3d at 840 (court may determine as a matter of law that multiple documents comprise a written contract). Accordingly, we sustain appellants' second issue in part (as to paragraphs 15, 16, 18, and 19 of the Purchase Agreement) and overrule it as to paragraph 17.

3. Breach of the Purchase Agreement (Issues 1, 3, and 4)

In these issues, appellants argue that:

- Layla's is the only defendant who could have breached the Purchase Agreement (Issue 1), and
- There is no evidence or insufficient evidence that the Purchase Agreement was breached (Issues 3 and 4).

A. Parties

Lien and Lan[5] argue that they could not have breached the Purchase Agreement because they had no duties under it; they contend they signed it only on Layla's behalf. In paragraph 1.e, however, "Seller" is defined as "Layla's Day Spa and its owners"; Lien and Lan are each identified in the signature blocks as Layla's

[5] In Issue 5, Cosmo argues it was not a party to the NCA and could not have breached it. Because the trial court did not find or conclude that Cosmo was a party to the NCA or breached the NCA, we overrule Issue 5 without further discussion.

"owner (50%)"; and in paragraph 17, the "Seller and its owners" agree "to not hire employees and technicians from Layla's Day Spa for a period of 5 years" after the sale.

Lien and Lan cite cases holding that "an individual can incorporate a business and thereby normally shield himself from personal liability for the corporation's contractual obligations," *Willis v. Donnelly*, 199 S.W.3d 262, 271 (Tex. 2006), and "a corporate relationship is generally not enough to bind a nonsignatory to an agreement," *In re Merrill Lynch Trust Co. FSB*, 235 S.W.3d 185, 191 (Tex. 2007) (orig. proceeding). In neither of those cases, however, did the individuals expressly agree to obligations under the contract as Lien and Lan did here. *See Willis*, 199 S.W.3d at 271 (agreement obligated corporations "only to issue shares"; further, individual "crossed his signature line off the agreement and refused to sign it"); *In re Merrill Lynch*, 235 S.W.3d at 191 (non-signatory corporate affiliates of party to arbitration agreement could not compel arbitration). We conclude that the trial court did not err by concluding that Lien and Lan had obligations under the Purchase Agreement. We overrule Issue 1.

B. Breach

In issues three and four, appellants challenge the trial court's findings and conclusions that Lan and Lien breached the Purchase Agreement. In its Petition, HD sued Layla's, Lan, and Lien for breach of the no-hire covenant in paragraph 17 of the Purchase Agreement. The trial court made findings that Lan and Lien hired the

Five Technicians and that such conduct was prohibited by paragraph 17 of the Purchase Agreement:

> 4. Under Sections 16 and 17 of the Agreement, Layla's Day Spa agreed that neither Layla's Day Spa, nor its "affiliates" or its "managers" would not [sic] in any way directly or indirectly "solicit, entice, or hire away any employee . . ." from HD Salon. Moreover, "[Layla's Day Spa] and its owners agree not to hire employees and technicians from [HD Salon] for a period of 5 years from the date of selling the [Salon], unless otherwise agreed by the [HD Salon]."
>
> . . .
>
> 14. Within a few months of reopening, five of the Salon's Technicians (the "5 Technicians") had left their employment with HD Salon and had gone to work for Cosmo.
>
> 15. Cosmo and its owners, Lien Nguyen and Lan Huynh, encouraged and solicited the 5 Technicians to leave the Salon and hired them to work at Cosmo in 2020.

At trial, Lien acknowledged unequivocally that she hired the Five Technicians to work at Cosmo. Lien testified that the Five Technicians worked for her "when [she] owned Layla's," and "continued to work for Layla's" after the sale to HD. She then testified,

> Q. Now, after Layla's Day Spa reopened after initially closing down for COVID, at some point thereafter you hired each one of these five individuals [the Five Technicians] to come work at your spa named Cosmo 888 Nail Spa, Inc., isn't that correct?
>
> A. Yes.

As we have discussed, paragraph 17 of the Purchase Agreement provided in part that the "Seller and its owners"—that is, Layla's, Lien, and Lan—"agree[d] to not hire employees and technicians from Layla's Day Spa for a period of 5 years"

from the date of the sale. Lien admitted that she did so. This evidence supports the trial court's findings of fact regarding breach of the Purchase Agreement.

The trial court's only conclusion of law regarding breach of the Purchase Agreement, however, provided that Layla's, Lien, and Lan breached the Purchase Agreement "by soliciting" the Five Technicians to leave HD and go to work for Cosmo (Conclusion of Law 27). We have already concluded that the non-solicitation provisions in the Purchase Agreement are unenforceable because they were amended by the NCA.[6] For that reason, the trial court erred by stating in Conclusion of Law 27 that Layla's, Lien, and Lan breached the Purchase Agreement "by soliciting" the Five Technicians "to leave HD Salon and to go to work for Cosmo." *See Capital One, N.A.*, 394 S.W.3d at 609 (court of appeals reviews trial court's conclusions of law de novo). We overrule appellants' challenges to the trial court's fact findings that Layla's, Lien, and Lan breached the Purchase Agreement by hiring the Five Technicians, but sustain their challenge to the trial court's legal conclusion that they breached the Purchase Agreement by soliciting the Five Technicians.

[6] Although HD did not plead a breach of the NCA or a breach of the non-solicitation provisions in the Purchase Agreement, it argued at trial that it was entitled to an award of damages for breach of both the non-solicitation and the no-hire provisions of the Purchase Agreement and the NCA. Appellants responded with evidence and argument that they had not solicited Layla's technicians in violation of either agreement. Accordingly, we conclude that the parties tried the issue of non-solicitation under both agreements by consent. TEX. R. CIV. P. 67 ("When issues not raised by the pleadings are tried by express or implied consent of the parties, they shall be treated in all respects as if they had been raised in the pleadings."); *Johnson v. Structured Asset Servs., LLC*, 148 S.W.3d 711, 719–20 (Tex. App.—Dallas 2004, no pet.) ("A party's unpleaded issue may be deemed tried by consent when evidence on the issue is developed under circumstances indicating that both parties understood the issue was in the case, and the other party fails to make an appropriate complaint.").

4. Breach of the NCA (Issues 5–7)

We now turn to whether there is sufficient evidence to support the trial court's findings and conclusion that Layla's, Lien, and Lan breached the non-solicitation restriction in the NCA. As quoted above, Lien testified at trial that the Five Technicians worked for her "when [she] owned Layla's," "continued to work for Layla's" after the sale to HD, and that she subsequently hired the Five Technicians to work at Cosmo. Lien also conceded that after the sale to HD, she sometimes visited "the people, and specifically the nail technicians at Layla's Day Spa." But Lien denied bringing food to the nail technicians on these visits, stating that her purpose was to collect the remainder of the purchase price for the sale of Layla's to HD. When asked by her own counsel, "Did you go over to HD Salon at any time and solicit any one of [the Five Technicians] to come to work for your nail salon?" Lien answered "No."

Katy testified that she called the five technicians to come back to work at Layla's after the pandemic closure, but none of them did. She reached out to all five after she learned that they had gone to work at Cosmo across the street. She then instructed her attorney to send a "cease and desist" letter to Lien, Lan, and Cosmo because she "wanted them to stop calling our nail techs, and stop solicit[ing] our nail techs and the customer going to their salon," and the letter was admitted into evidence at trial. Katy testified that Lien, Lan, and Cosmo never responded to her calls or to the attorney's letter.

Katy was asked, "Who were you afraid was soliciting your nail technicians to go to Cosmo 888?" Katy responded, "Lien—both the husband and wife. I called—most of the time I called the wife, because I learned from our remaining technicians, that they told me Lien Nguyen—." Opposing counsel then objected to "anything that anybody told her, that would be based upon hearsay." The court sustained the objection when HD's counsel conceded the testimony did not fit within any exception to the hearsay rule. Although Katy's testimony continued with the "financial ramifications" to Layla's resulting from the loss of the technicians, there was no further evidence offered to show that Lien, Lan, or anyone from Cosmo had "solicited or encouraged" any of the Five Technicians to leave Layla's.[7] The only evidence, including the testimony from four of the technicians themselves, is that they left Layla's for their own reasons, without solicitation or encouragement from Lien, Lan, or Cosmo.

Accordingly, we conclude the evidence is legally and factually insufficient to support the trial court's Finding of Fact 15 (that "Cosmo and its owners, Lien Nguyen and Lan Huynh, encouraged and solicited the 5 Technicians to leave the Salon and hired them to work at Cosmo in 2020") and Conclusion of Law 28 (that

[7] Katy also testified that the parties at one time discussed her possible purchase of Cosmo, but "[w]e never talked about it again because of this incident, because of all the activity that she's been doing to me, soliciting customer and the technician." As in her previous testimony, however, Katy did not provide any factual details or specific instances of the alleged solicitations. Conclusory statements are legally no evidence. *Karaa v. Aramoonie*, No. 05-17-00571-CV, 2018 WL 1373958, at *3 (Tex. App.—Dallas Mar. 19, 2018, no pet.) (mem. op.).

Layla's, Lien, and Lan breached the NCA "by soliciting or encouraging the 5 Technicians to leave HD Salon and go to work for Cosmo").

We sustain issues six and seven that challenge the legal and factual sufficiency of the evidence to support a finding that appellants breached the NCA.[8]

5. Tortious Interference (Issues 10-15)

HD pleaded a claim for "tortious interference with an existing contract" in its operative petition, alleging:

> Buyer [HD] and Seller [Layla's Day Spa, Inc.] have an existing contract prohibiting Seller, its owners and Cosmo, from *"hir[ing] employees and technicians from [the Salon] for a period of 5 years from the date of selling the [Salon], unless otherwise agreed by [Buyer]."* Defendants Nguyen, Huynh and Cosmo willfully and intentionally interfered with the performance of the above-referenced obligations. Which interference proximately caused Buyer actual financial injury or loss. [Emphasis in original.]

HD also pleaded a claim for "tortious interference with prospective business relations," alleging that Lien, Lan, and Cosmo intentionally interfered with Layla's relationships with its customers and clients.

The trial court found that "Cosmo and its owners" Lien and Lan "encouraged and solicited" the Five Technicians to leave Layla's "and hired them to work at Cosmo in 2020." (Finding of Fact 15) The trial court also found that "[t]he loss of

[8] In their eighth and ninth issues, appellants argue the "scope, time and geographic restrictions" in both agreements are overbroad. As we have already noted, appellants waived this complaint as to the NCA by failing to raise it in the trial court. We need not discuss this complaint as to the Purchase Agreement given our conclusion that there is insufficient evidence that appellants solicited the Five Technicians in violation of the Purchase Agreement. *See* TEX. R. APP. P. 47.1.

the 5 Technicians caused HD Salon to lose existing customers as well as potential customers." (Finding of Fact 16) The trial court made three conclusions of law about HD's claims for tortious interference:

> 29. Cosmo and its owners, [Lien and Lan] . . . were each aware of the [Purchase Agreement and the NCA] as well as the contractual prohibitions for soliciting and hiring Technicians from HD Salon contained in those agreements.
>
> 30. Cosmo, [Lien, and Lan] each took part in soliciting or encouraging the 5 Technicians to leave HD Salon and hiring or employing the 5 Technicians to work for Cosmo, which constituted acts of willful and intentional interference with the [Purchase Agreement and NCA].
>
> 31. The actions of Cosmo, [Lien and Lan] in soliciting or encouraging the 5 Technicians to leave HD Salon was a proximate cause of actual damages suffered by HD Salon.

In issues 10 through 15, appellants argue that Lien and Lan were corporate agents of Layla's who could not have tortiously interfered with the Purchase Agreement (Issue 10); there is no or insufficient evidence that Lien and Lan acted for their own personal benefit at Layla's expense (Issues 11 and 12); there is no or insufficient evidence of any independently tortious conduct to support HD's claim for tortious interference with a prospective business relationship (Issues 13 and 14); and as a matter of law, HD's terminable-at-will contracts with the Five Technicians were not subject to tortious interference (Issue 15).

We construe these issues to address three types of interference: (1) interference with the Purchase Agreement and the NCA, (2) interference with

Layla's "prospective business relationships" with customers, and (3) interference with Layla's contracts with the Five Technicians.

"The elements of a claim for tortious interference with an existing contract are: (1) an existing contract subject to interference, (2) a willful and intentional act of interference with the contract, (3) that proximately caused the plaintiff's injury, and (4) caused actual damages or loss." *AmeriPath, Inc. v. Hebert*, 447 S.W.3d 319, 341 (Tex. App.—Dallas 2014, pet. denied) (citing *Prudential Ins. Co. of Am. v. Fin. Review Servs., Inc.*, 29 S.W.3d 74, 77 (Tex. 2000)). "'To establish liability for interference with a prospective contractual or business relation the plaintiff must prove that it was harmed by the defendant's conduct that was either independently tortious or unlawful.'" *Id.* at 341–42 (quoting *Wal–Mart Stores, Inc. v. Sturges*, 52 S.W.3d 711, 713 (Tex. 2001)). "The supreme court explained that by 'independently tortious,' it meant conduct that would violate some other recognized tort duty." *Id.* at 342.

Appellants first argue that Lien and Lan, agents of Layla's Day Spa, Inc., could not have interfered with the Purchase Agreement because "a defendant cannot tortiously interfere with its own contract." *See Cmty. Health Sys. Prof'l Servs. Corp. v. Hansen*, 525 S.W.3d 671, 690 (Tex. 2017). In *Hansen*, the court explained that "[t]o be legally capable of tortious interference, the defendant must be a stranger to the contract with which he allegedly interfered." *Id.* The court also explained that the same rule applies to corporate agents: "because corporations can act only through

agents, the general rule is that a corporation cannot tortiously interfere with the corporation's contract, except under limited circumstances." *Id.* To describe these "limited circumstances," the court cited and quoted its opinion in *Holloway v. Skinner*, 898 S.W.3d 793, 796 (Tex. 1995): "Thus, for a plaintiff 'to meet this burden in a case of this nature, the plaintiff must show that the defendant acted in a fashion so contrary to the corporation's best interests that his actions could only have been motivated by personal interests.'" *Hansen,* 525 S.W.3d at 691 (quoting *Holloway,* 898 S.W.3d at 796).

We have already concluded, consistent with HD's argument in response to Issue 1, that Lien and Lan expressly agreed to obligations under the Purchase Agreement and could be held personally liable under it. HD cannot now rely on the opposite contention—that Lien and Lan are strangers to the Purchase Agreement—to establish its tortious interference claim. We conclude there is no evidence that Lien and Lan interfered with their own contract. *See id.*

Next, we consider appellants' complaint that the evidence is insufficient to support a finding that they interfered with "a prospective business relationship" between HD and its customers and clients. Quoting *El Paso Healthcare Systems, Ltd. v. Murphy*, 518 S.W.3d 412, 421 (Tex. 2017), they argue that "'tortious interference with a prospective business relationship requires a finding that the defendant engaged in independently tortious or unlawful conduct,'" and there is no evidence to support such a finding here. HD does not cite any evidence of

"independently tortious or unlawful conduct," and we have found none in our review of the record. The trial court did not make a specific finding or conclusion regarding appellants' interference with HD's customers and clients, and we conclude the record does not support one.

Turning to the contracts between Layla's and the Five Technicians, appellants argue that they cannot be liable for tortious interference because the Five Technicians were employees at will. HD does not dispute that the Five Technicians were at-will employees. "A tortious interference claim cannot be premised merely on the hiring of an at-will employee." *Kroger Specialty Infusion CA, LLC v. Sturns*, No. 05-22-01276-CV, 2024 WL 2205660, at *6 (Tex. App.—Dallas May 16, 2024, no pet.) (mem. op.) (internal quotation omitted). "Rather, this court has held that '[t]o establish a willful and intentional act of interference, there must be evidence that the defendant was more than a willing participant—the defendant must have knowingly induced one of the contracting parties to breach its obligations under the contract.'" *Id.* (quoting *Greenville Automatic Gas Co. v. Automatic Propane Gas and Supply, LLC*, 465 S.W.3d 778, 786–87 (Tex. App.—Dallas 2015, no pet.)).

We conclude that HD did not offer evidence to establish the "knowing inducement" required by our cases. *See Sturns*, 2024 WL 2205660, at *6; *Greenville Automatic Gas Co.*, 465 S.W.3d at 786–87. As we have discussed, there is no evidence that Lien or Lan "solicit[ed]" or "encourage[d]" the Five Technicians to leave Layla's and to work at Cosmo or that Lien or Lan willfully or intentionally

interfered with the Purchase Agreement or the NCA. There is no evidence that anyone else at Cosmo did so, either. Four of the five technicians testified at trial that they left employment at Layla's and joined Cosmo for their own reasons and were not solicited by Lien, Lan, or Cosmo. Similarly, there is no evidence that any appellant solicited the fifth technician. Further, the NCA explicitly excepts "Seller's other locations that may lie within the protected area" from the non-competition provisions in paragraph 1. We conclude there is no evidence that appellants "knowingly induced" the Five Technicians to breach their obligations under their at-will employment contracts.

We sustain the portions of appellants' tenth through fifteenth issues challenging the legal and factual sufficiency of the evidence to support the trial court's findings of fact, conclusions of law, and judgment on HD's claims for tortious interference.

6. Damages (Issues 16–17, 19-21)

In their sixteenth and seventeenth issues, appellants argue there is legally or factually insufficient evidence "that any Defendant caused any damage to HD." In their nineteenth, twentieth, and twenty-first issues, appellants argue there is legally or factually insufficient evidence of HD's damage amount, and that "the overwhelming weight of the evidence shows the damage award to HD is excessive."

The trial court awarded damages in the amount of $291,648.55 against Layla's, Cosmo, Lien, and Lan. The trial court made findings to support the damages awarded. Findings of fact 17 through 20 are as follows:

> 17. Gross annual revenues from the operation of the Salon for the years: 2016, 2017, 2018, 2019, and 2021, averaged $1,166,594.20.
>
> 18. Gross revenues from the operation of the Salon for the year 2020, totaled only $555,146.00.
>
> 19. By the end of 2021, HD Salon had been able to hire additional Technicians and was able to generate gross annual revenues of: $1,259,248.00, the highest gross annual revenues generated over the preceding five years.
>
> 20. Notwithstanding the impact of COVID19 on HD Salon's business in 2020, the evidence presented at trial proved that the revenue generated by HD Salon in 2020 was $291,648.55 less than it would have been but for the loss of the five technicians.
>
> The court also made conclusions of law:
>
> 31. The actions of Cosmo, Lien Nguyen, and Lan Huynh in soliciting or encouraging the 5 Technicians to leave HD Salon was a proximate cause of the actual damages suffered by HD Salon.
>
> Plaintiff's Actual Damages and Defendant's Affirmative Defenses and Counterclaims
>
> 1. HD Salon's actual damages incurred as a direct and proximate result of Defendants' actions are in the amount of $291,648.55.

We first conclude that because the evidence is legally and factually insufficient to support a finding that Cosmo engaged in tortious conduct, and HD's only claims against Cosmo are for tortious interference with contract and with prospective business relations, any award of damages against it cannot be sustained.

We sustain the portions of appellants' sixteenth and seventeenth issues challenging the trial court's award of damages against Cosmo, and render judgment that HD take nothing against Cosmo.

We next conclude that the trial court made an error of law in its determination of the measure of damages. "Determining the proper measure of damages is a question of law for the court." *Parkway Dental Assocs., P.A. v. Ho & Huang Props., L.P.*, 391 S.W.3d 596, 607 (Tex. App.—Houston [14th Dist. 2012], no pet.). We review de novo whether the trial court applied the proper measure of damages. *Transitional Entity LP v. Elder Care LP*, No. 05-14-01615-CV, 2016 WL 3197160, at *3 (Tex. App.—Dallas May 27, 2016, no pet.) (mem. op.). In closing argument, HD's counsel requested $150,000, explaining:

> Now, my client put it pretty simple. She said, I paid 60,000—or $600,000, which the Defendants admitted they received all of, for this nail salon. And the most important part of what I was purchasing, were the technicians. We had 20 when we signed the deal and I paid the money. They took five of them away in violation of the agreement. Simple math, $150,000.
>
> Not so simple, I understand. There's an intervening issue with COVID. How much did COVID cause as a problem? What I would put to the Court is, all right, take a look at this number. The difference between it and the average of all the years before, and all the years after, the difference is, $611,000. What she is asking for, is less than 25 percent of the difference; 150.

In response, appellants' counsel argued that HD had not offered any evidence to account for the effects of the COVID 19 pandemic on HD's damages. He argued

the maximum amount of damages possible would be "the revenue [the Five Technicians] generated through 2020," a maximum of $50,000.

After HD's counsel argued again in reply for $150,000, the trial court commented, "So this is kind of an unusual situation here. The two models that I find most persuasive, both come up with more damages to [HD] than [HD's] model does." In explanation, the court began with a figure of $1,166,594.20, representing the average gross revenue per year for Layla's for the years 2016 through 2021,[9] with the omission of 2020. The court cited Katy's testimony that during 2020, other salons she owned made 70 to 80 percent of their usual revenue. The court then explained:

> So 1 million, you guys can do the math, 1,166,594, times .7, equals 816,615.94. You subtract $555,146 [Katy's testimony of Layla's 2020 gross receipts] from that, and that would give—that would mean the damages should be $261,469.94. That's the first model.

For the second model, the court divided $1,166,594.20 by 20 "because that's how many technicians there were," "[t]hen you multiply that by 5, because that's how many technicians left." That calculation resulted in damages of $291,648.55. The court concluded,

> So those are the two models that I think make the most sense. . . . So I'm going to give the Plaintiff kind of the option. You can take one of those . . . two models, or take your model. You know, there's going to be a certain amount of uncertainty, there always is, in lost profits.

[9] The trial court appears to have made its calculation based on Layla's IRS Form 1120S for the years 2016 through 2021, admitted into evidence at trial as Plaintiff's Exhibit 6.

HD's counsel elected the "higher number" of $291,648.55, and the court rendered judgment in that amount, plus "full attorney's fees" for HD's breach of contract claim, minus paralegal fees and costs. The trial court's final judgment reflected these awards.

From the trial court's findings and the quoted exchanges in the record, it appears that the court based its damages calculations on "gross revenue." But "[t]he calculation of lost-profit damages must be based on net profits, not on gross revenue or gross profits." *Barton v. Resort Dev't Latin Am., Inc.*, 413 S.W.3d 232, 236 (Tex. App.—Dallas 2013, pet. denied). We conclude the trial court made an error of law in determining the measure of damages. *See Transitional Entity LP*, 2016 WL 3197160, at *7–8. We sustain appellants' nineteenth and twentieth issues challenging the legal and factual sufficiency of the evidence to support the amount of damages awarded. We overrule appellants' remaining challenges to the damages awarded.[10]

7. Disposition

Under appellate procedure rule 43.3(b), this Court may determine that "the interests of justice require a remand for another trial." TEX. R. APP. P. 43.3(b). In *Transitional Entity LP*, this Court concluded that remand for a new trial in the interests of justice under rule 43.3(b) was warranted where the proper measure of

[10] Given this resolution of appellants' issues challenging the damages awarded by the trial court, we need not consider appellants' twenty-second and twenty-third issues challenging the award of attorney's fees to HD. TEX. R. APP. P. 47.1.

damages was not applied. *Transitional Entity LP*, 2016 WL 3197160, at *7–8. We also explained, "Rule 44.1 of the Texas Rules of Appellate Procedure provides that even if the error determined on appeal affects only part of the trial court's judgment, we 'may not order a separate trial solely on unliquidated damages if liability is contested.'" *Id.* at *8 (quoting TEX. R. APP. P. 44.1(b)).

We also conclude that a new trial is warranted in the interests of justice where we have resolved the parties' dispute about construction of the contracts at issue. TEX. R. APP. P. 43.3(b). As we have discussed, the trial court made an error of law in Conclusion of Law 27 (that Layla's, Lien, and Lan breached the Purchase Agreement "by soliciting the 5 Technicians to leave HD Salon and to go to work for Cosmo") because the Purchase Agreement's non-solicitation provisions were superseded by the NDA. We remand for further proceedings consistent with our construction of the parties' contracts.

CONCLUSION

We reverse the trial court's judgment. We render judgment against HD on its claims against all appellants for tortious interference with an existing contract and tortious interference with prospective business relations. We render judgment that HD take nothing on its claims against appellant Cosmo 888 Nails Spa, Inc.

We remand HD's claims for breach of contract against Layla's Day Spa, Inc., Lien Nguyen, and Lan Huynh for new trial.

/Maricela Breedlove/
MARICELA BREEDLOVE
JUSTICE

Court of Appeals
Fifth District of Texas at Dallas

JUDGMENT

LAYLA'S DAY SPA, INC., COSMO 888 NAILS SPA, INC., LIEN NGUYEN AND LAN HUYNH, Appellants	On Appeal from the 68th Judicial District Court, Dallas County, Texas Trial Court Cause No. DC-20-10450. Opinion delivered by Justice Breedlove. Justices Clinton and Barbare participating.
No. 05-24-00065-CV V.	
HD SALON GROUP, L.L.C., Appellee	

In accordance with this Court's opinion of this date, the judgment of the trial court is **REVERSED AND RENDERED** in part and **REVERSED AND REMANDED** in part.

We **REVERSE** that portion of the trial court's judgment awarding damages to appellee HD Salon Group, L.L.C. on its claims against appellant Cosmo 888 Nails Spa, Inc. We **RENDER** judgment that HD Salon Group, L.L.C. take nothing on its claims against Cosmo 888 Nails Spa, Inc.

We **REVERSE** the trial court's judgment for appellee HD Salon Group, L.L.C. on its claims against appellants Layla's Day Spa, Inc., Lien Nguyen, and Lan Huynh for tortious interference with contract and **RENDER** judgment that appellee HD Salon Group, L.L.C. take nothing on those claims.

We **REMAND** this cause to the trial court for new trial on HD Salon Group, L.L.C.'s claims for breach of contract against Layla's Day Spa, Inc., Lien Nguyen, and Lan Huynh.

It is **ORDERED** that all parties bear their own costs of this appeal.

Judgment entered this 21st day of May 2025.