

United States Court of Appeals
for the Fifth Circuit

No. 25-50556

United States Court of Appeals
Fifth Circuit

FILED

March 31, 2026

Lyle W. Cayce
Clerk

AUSTIN SHULER'S BEST LAWNS, INCORPORATED, *also known as*
AUSTIN'S BEST LAWNS and LANDSCAPE,

Plaintiff—Appellant,

versus

M. SHAPIRO MANAGEMENT COMPANY, L.L.C., *doing business as*
GRAND OAKS AT LIBERTY HILL,

Defendant—Appellee.

Appeal from the United States District Court
for the Western District of Texas
USDC No. 1:23-CV-1394

Before STEWART, GRAVES, and OLDHAM, *Circuit Judges.*

PER CURIAM:*

Plaintiff lawncare company sued a property-management company for breach of contract. Plaintiff alleged that defendant's attempt to cancel its lawncare contract was ineffective because it was received 72 days (instead of 90 days) before the contract's expiration. Plaintiff therefore alleged the contract auto-renewed for two years, and plaintiff sought lost profits for that

* This opinion is not designated for publication. *See* 5TH CIR. R. 47.5.

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same time period. At trial, the jury found that defendant substantially complied with the contract and awarded a take-nothing judgment.

After carefully reviewing the parties' briefs and the record, we find no reversible error.

AFFIRMED.