**OPINION SUMMARY**

**MISSOURI COURT OF APPEALS EASTERN DISTRICT**

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| BASSAM KHALIL, | ) | |
| | ) | |
| and | ) | Nos. ED108660 and ED108659 |
| | ) | |
| B-CO, LLC, | ) | Appeal from the Circuit Court |
| | ) | of St. Louis County |
| Respondents/Cross-Appellants, | ) | Cause No. 16SL-CC04079 |
| | ) | |
| v. | ) | Honorable Ellen H. Ribaudo |
| | ) | |
| 3HB CORPORATION D/B/A | ) | |
| HALE COMMUNICATIONS, | ) | Filed: March 16, 2021 |
| | ) | |
| Appellant/Cross-Respondent. | ) | |

3HB Corporation d/b/a Hale Communications (3HB) appeals the judgment of the trial court, consisting of an award of damages and a declaratory judgment in favor of Bassam Khalil and B-CO, LLC (collectively, Respondents), after a jury found in favor of Respondents on their claim for breach of contract. 3HB argues the trial court erred in granting judgment because Respondents failed to make a submissible case for either breach of contract or declaratory judgment, the suit was barred by the statute of frauds, and the trial court gave improper instructions to the jury. Respondents cross-appeal, arguing that the trial court's declaratory judgment failed to correctly declare the rights of the parties under the contract, and that the trial court erred in its calculations of prejudgment interest.

AFFIRMED IN PART, REVERSED AND REMANDED IN PART.

Division Four Holds: Respondents presented a submissible case for breach of contract in that they offered evidence from which the jury could estimate lost profits with reasonable certainty. The contract does not violate the statute of frauds in that it is capable of performance within one year. Additionally, Respondents presented a submissible case for declaratory judgment because the parties' dispute over commissions that would be due going forward based on the parties' contract was ripe and justiciable, and without an adequate remedy at law. However, the effective date of the judgment was unsupported by evidence and against the weight of the evidence. The jury's verdict addressed damages through the end of February, 2019, and thus the declaratory judgment should commence on March 1, 2019. Finally, the trial court did not err in awarding prejudgment interest under Section 408.020 in light of Khalil's demand letter that attached the petition he later filed, but the effective date of such interest should be October 14, 2016, the date of the letter. Accordingly, we reverse the judgment in part and remand to the trial court with instructions to modify the declaratory judgment to state an effective date of March 1, 2019, and to recalculate prejudgment interest from October 14, 2016, and modify its award as necessary. In all other respects, we affirm.

Opinion by: Gary M. Gaertner, Jr., P.J.
Philip M. Hess, J., and Michael E. Gardner, J., concur.

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