

Apr 16 2026

SC Court of Appeals

ELECTRONICALLY FILED - 2026 Mar 18 2:58 PM - GREENVILLE - COMMON PLEAS - CASE#2025CP2303557

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE)	C.A. No.: 2025-CP-23-03557
)	
Brow Art Management, LLC,)	
)	
Plaintiff,)	Order Granting Defendants'
)	Motion to Dismiss
vs.)	
)	
Angel Eyez & Brows, LLC, Manpreet)	
Kaur, and Binal Gandhi.)	
)	
Defendants.)	

This matter comes before the Court on the Motion of Defendants Angel Eyez & Brows, LLC, Manpreet Kaur, and Binal Gandhi to Dismiss or, in the Alternative, for Summary Judgment pursuant to Rules 12(b)(6) and 56, SCRPC. Defendants' 12(b)(6) motion seeks dismissal of all three causes of action. Having considered the Motion, Memorandum in Support, affidavits, pleadings, the arguments of the counsel at the hearing on December 11, 2025, and the applicable law, the Court finds the Motion to Dismiss should be granted.

As for the breach of contract claim and intentional interference claim, the noncompete agreements are unenforceable for lack of valuable consideration under South Carolina law, as Defendants Kaur and Gandhi received no additional compensation, promotion, change in status, or other new benefit in exchange for signing them after employment began. *Poole v. Incentives Unlimited, Inc.*, 345 S.C. 378, 548 S.E.2d 207 (Ct. App. 2001) Moreover, Angel Eyez & Brows, LLC is not a party to any contract with Plaintiff and cannot be subject to a breach of contract claim. *See Raines v. Walker*, 262 S.C. 330, 204 S.E.2d 802 (1974). As for intentional interference, there were no enforceable agreements alleged which were subject of interference.

Moreover, the Complaint fails to allege facts sufficient to state a claims civil conspiracy, or interference with "customer and other employee contracts." Instead, the allegation in the complaint consists largely of conclusory recitations of elements without supporting factual

allegations. *See Hackworth v. Greywood at Hammett, LLC*, 385 S.C. 110, 682 S.E.2d 871 (Ct. App. 2009); *Todd v. S.C. Farm Bureau Mut. Ins. Co.*, 283 S.C. 155, 321 S.E.2d 602 (Ct. App. 1984); *see also Paradis v. Charleston Cty. Sch. Dist.*, 433 S.C. 562, 861 S.E.2d 774 (2021). None of Plaintiff does not allege sufficient factual basis to state a cause of action, and in regards to the noncompetete agreements, those specifically alleged are clearly not enforceable.

Accordingly, it is hereby ordered that Defendants' Motion is granted; Plaintiff's First, Second, and Third Causes of Action are DISMISSED WITH PREJUDICE; and judgment is entered in favor of Defendants on all claims.

IT IS SO ORDERED.

Judge Courtney Clyburn Pope
Circuit Court Judge



Greenville Common Pleas

Case Caption: Brow Art Management Llc vs. Angel Eyez & Brows Llc , defendant,
et al
Case Number: 2025CP2303557
Type: Order/Dismissal

So Ordered

The Honorable Courtney Clyburn Pope