

owned by Twinkle. Nitin also worked at the same Subway franchises as a manager, as did his sister Heena. Heena's husband, Hiren (a/k/a Henry), presided over Twinkle Enterprises, Inc. The family all lived under the same roof, a residence owned by Hiren.

¶ 5 Plaintiff claims that after a "[c]ouple of weeks" of work, she asked Nitin about getting a paycheck:

"Q. [Attorney for plaintiff:] What did you say to Nick about all of this?

A. I'm going to get my paycheck; he said yeah.

Q. You mean you asked him?

A. Asked him.

Q. You asked him if you were going to get a paycheck?

A. Right.

Q. What did Nick say?

A. Well, he said don't worry. Henry will take care of everything. You just shut up. Don't worry about it."

Plaintiff testified that she asked Nitin on several occasions about getting paid—with the same response. She stated that she continued to work "cause [she] took as a promise Henry was going to pay sooner or later." According to plaintiff, consistent with custom, Nitin told her not to broach the topic with Hiren.

¶ 6 In 1999, plaintiff took several months off work for the birth of a daughter, but was asked to return by Nitin. Hiren and Heena were out of the country when plaintiff returned to work. Plaintiff claims she again raised the topic of pay with Nitin:

"Well, I said, well, I'm starting work again. Is Henry going to pay me? I'm going to get my paycheck? He said, yes, he will take care of everything. You just shut your mouth."

Plaintiff testified that she continued working, believing the promise of pay was going to be

honored.

¶ 7 Nitin described his roles both at home and at work. Nitin had become a manager before plaintiff's arrival, with authority to hire who worked for the franchises. From the beginning of his employment, Nitin would receive paychecks for his work. Upon receiving a paycheck, he would endorse it and hand it over to Hiren. Nitin testified that Hiren would take care of all the family expenses, including those of Nitin and plaintiff. Nitin never approached Hiren about plaintiff getting a paycheck in her own name, but, then again, Nitin claims plaintiff never approached him about getting her own paycheck. Instead, Nitin testified that payment for plaintiff's services was included on his check, which, as a matter of course, he endorsed and turned over to Hiren.

¶ 8 Hiren admitted that plaintiff never received a paycheck. He testified that he did not hire plaintiff, but that it must be the case that Nitin asked her to work. Hiren admits that he knew plaintiff was working in the stores, and that her name was not on the payroll, but Hiren claims that he never talked to Nitin about plaintiff's working in the stores or her absence from the payrolls. Hiren stated that he did not know what understanding had been reached between Nitin and plaintiff.

¶ 9 After trial, the circuit court entered judgment in favor of plaintiff. In particular, the court found that plaintiff was an employee and that defendants' claims for setoff were without foundation and lacked merit. After considering defendants' posttrial motion, the court affirmed judgment in favor of plaintiff. In particular, the court found that plaintiff had rebutted the presumption that her services were gratuitous and had proved that there was an implied contract to pay her.

¶ 10 Defendants appeal.

¶ 11 ANALYSIS

¶ 12 On appeal, defendants state that they could have accepted a finding based on equity

awarding the amount plaintiff could have saved as a fast-food worker. Equitable remedies are not available when remedies at law control. *Installco, Inc. v. Whiting Corp.*, 336 Ill. App. 3d 776, 781, 784 N.E.2d 312, 318 (2002). And, based on the record, plaintiff had several avenues for remedy at law.

¶ 13 Defendants assert that the trial court erred in its reasoning that a contract should be implied. Despite the lack of a written contract, the record supports compensation for plaintiff. This court is not limited to the reasoning of the trial court. *Studt v. Sherman Health Systems*, 2011 IL 108182, 951 N.E.2d 1131, 1142. The record supports compensation to plaintiff through both the doctrine of promissory estoppel and the terms of the Illinois Wage Payment and Collection Act (820 ILCS 115/1 to 16 (West 2004)).

¶ 14 A party may recover under the doctrine of promissory estoppel even in the absence of a contract. *Newton Tractor Sales, Inc. v. Kubota Tractor Corp.*, 233 Ill. 2d 46, 55, 906 N.E.2d 520, 526 (2009). In order to support a claim of promissory estoppel, a plaintiff must prove: (1) that the defendants made an unambiguous promise to her, (2) that she relied on the promise, (3) that her reliance was expected and foreseeable by the defendants, and (4) that she relied on the promise to her detriment. *Janda v. U.S. Cellular Corp.*, 2011 IL App (1st) 103552, 961 N.E.2d 425, 443. The promise need not be express, just unambiguous. *First National Bank of Cicero v. Sylvester*, 196 Ill. App. 3d 902, 912, 554 N.E.2d 1063, 1070 (1990). Plaintiff proved these elements.

¶ 15 The defense confuses their apparent belief that plaintiff would never have the wherewithal to enforce payment with the elements of lack of ambiguity and foreseeable expectancy. Plaintiff testified that Nitin, who happened to be a manager, promised her that she would be paid. Accepting plaintiff's testimony, this promise of compensation for her work was unambiguous. Unlike unsuccessful claims of promissory estoppel, the terms of the promise are simple and unambiguous—she would be paid for her work. See, e.g., *Camosy*,

Inc. v. River Steel, Inc., 253 Ill. App. 3d 670, 676, 624 N.E.2d 894, 898 (1993) (vague bid proposal). The other elements—that defendants would foresee plaintiff's reliance on an expectation of payment and that she relied on this expectancy to her detriment—logically follow, and are supported by the record, even if defendants never intended to pay her.

¶ 16 The record also supports an award under the Illinois Wage Payment and Collection Act (Act) (820 ILCS 115/1 to 16 (West 2004)). The Act provides both a floor for payment of labor services and an avenue for employees to seek complete payment for earned compensation. *Miller v. Kiefer Specialty Flooring, Inc.*, 317 Ill. App. 3d 370, 374, 739 N.E.2d 982, 986 (2000).

¶ 17 Plaintiff was entitled to the protections of an employee under the Act. The Act declares:

"[T]he term 'employee' shall include any individual permitted to work by an employer in an occupation ***." 820 ILCS 115/2 (West 2004).

Defendants make no argument that places plaintiff under the exceptions to this broad definition. See *Byung Moo Soh v. Target Marketing Systems, Inc.*, 353 Ill. App. 3d 126, 131, 817 N.E.2d 1105, 1109 (2004). Indeed, the trial court specifically found that plaintiff was an employee of defendants. As such, she was afforded the protections of the Act, including notification of rates and time of payment and the mandate to pay employees within specified pay periods. 820 ILCS 115/1 to 16 (West 2004).

¶ 18 The Act does not require a formal contract. Instead, the Act allows employees to enforce an "employment contract or agreement." 820 ILCS 115/2 (West 2004). For purposes of the Act, "[a]n 'agreement' is broader than a contract and requires only a manifestation of mutual assent on the part of two or more persons; parties may enter into an 'agreement' without the formalities and accompanying legal protections of a contract." *Zabinsky v. Gelber Group, Inc.*, 347 Ill. App. 3d 243, 249, 807 N.E.2d 666, 671 (2004) citing

Black's Law Dictionary 35 (abridged 5th ed. 1983); Restatement (Second) of Contracts § 3, Comment *a*, at 13 (1981)).

¶ 19 Plaintiff testified to such an agreement, with a promise of eventual payment made by the manager, binding defendants. Nitin's assertion that plaintiff's services were accounted for on his paycheck is unsubstantiated, and Henry's assertion that he was unaware of any agreement reached between Nitin and plaintiff not only contradicts Nitin's testimony, but also, on its face, Henry's testimony seems incredible. In the end, the trial court was in the best position to evaluate the credibility of the witnesses.

¶ 20 Failure to afford plaintiff compensation for her work would be in complete derogation of the terms and strong public policy of the Act.

¶ 21 Accordingly, the judgment of the circuit court is hereby affirmed.

¶ 22 Affirmed.