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2026 IL App (3d) 260286-U

Order filed October 19, 2026

IN THE
APPELLATE COURT OF ILLINOIS
THIRD DISTRICT

2026

IDESIGN, INC.,	)	Appeal from the Circuit Court
	)	of the 18th Judicial Circuit,
Plaintiff-Appellee,	)	Du Page County, Illinois.
	)	
v.	)	Appeal No. 3-26-0286
	)	Circuit No. 25-CH-258
	)	
NINA MARTIRANO,	)	The Honorable
	)	Jennifer L. Barron,
Defendant-Appellant.	)	Judge, Presiding.

JUSTICE PETERSON delivered the judgment of the court.
Justices Holdridge and Anderson concurred in the judgment.

ORDER

¶ 1 *Held:* The trial court properly granted plaintiff's motion for a preliminary injunction extending and enforcing the parties' restrictive covenant agreement against defendant. Affirmed.

¶ 2 Plaintiff, IDesign, Inc., filed a civil lawsuit against one of its former employees, defendant, Nina Martirano, seeking injunctive and other relief, alleging that defendant had violated the parties' restrictive covenant agreement. After an evidentiary hearing, the trial court granted plaintiff's request and entered a preliminary injunction extending and enforcing the

restrictive covenant agreement against defendant. Defendant appeals. We affirm the trial court's judgment.

¶ 3

I. BACKGROUND

¶ 4

Defendant worked for several years as a licensed hairstylist at a luxury hair salon in Hinsdale, Du Page County, Illinois. In November 2022, the owner of the salon business terminated all of the employees and sold the salon business to plaintiff. Later that same month, plaintiff held individual meetings with some or all of the salon's former employees, including defendant, and offered them employment with the new salon. The meetings were held in the salon office and were attended by Michele Zayed, the president of the corporation that had purchased the salon business; Dean Zayed, Michele's husband and a licensed attorney; and each individual employee. During the meetings, plaintiff presented each employee with an employment offer letter and, if the employee was one of the commissioned stylists, such as defendant, a restrictive covenant agreement that plaintiff was requiring the stylist to sign.

¶ 5

The offer letter that plaintiff presented to defendant was dated November 2022 and contained defendant's name, the position that defendant was being offered (senior stylist), and the payment scale that would apply to defendant's position (50% commission). The offer letter also indicated that defendant would be required to sign a restrictive covenant agreement as a condition of employment.

¶ 6

The restrictive covenant agreement that plaintiff presented to defendant and the other stylists at the individual meetings was titled "CONFIDENTIALITY, NON-COMPETITION, AND NON-SOLICITATION AGREEMENT." Among other things, the agreement provided that the employee would not directly or indirectly: (1) use or disclose any confidential information relating or belonging to plaintiff, including customer lists or customer information, either during

his or her employment or after termination thereof, except in the proper performance of his or her employment duties; (2) engage or participate in any competing business within a 10-mile radius of plaintiff's business (restricted area) during employment with plaintiff and for a period of 12 months following termination of employment (restricted period); or (3) solicit any customer of plaintiff to terminate or otherwise modify adversely that customer's business relationship with plaintiff that the employee had provided service to or had business contact with during the last 24 months of the employee's employment with plaintiff. The agreement stated further, however, that the noncompetition and non-solicitation provisions would "only be effective if" the employee's actual or expected annualized earnings "at the time of termination" exceeded the applicable minimum earnings requirements under the Illinois Freedom to Work Act (Freedom to Work Act or Act) (820 ILCS 90/1 *et seq.* (West 2022)).

¶ 7 The agreement also provided that the employee would be paid a bonus (in defendant's case, \$500) as consideration for agreeing to the noncompetition and non-solicitation provisions and that any violation of either provision would cause the restricted period referred to above to be extended by the length of the period of violation. In addition, the agreement stated that the employee acknowledged that plaintiff would be irreparably harmed if the employee violated certain provisions of the agreement, including the noncompetition and non-solicitation provisions; that it would be impossible for plaintiff to measure damages from those violations solely in money; that the employee was waiving any claim or defense that plaintiff had an adequate remedy at law for those violations; and that the employee agreed to pay any reasonable costs and attorney fees that plaintiff incurred as a result of having to enforce the agreement.

¶ 8 At the November 2022 meeting, defendant signed and returned the offer letter but did not sign and return the restrictive covenant agreement. Instead, defendant asked if she could take the

agreement home so that she could have her father review it. Plaintiff allowed defendant to do so. For the next several months, defendant continued to work at the salon without returning the agreement, continued to see many of the same clients that she had seen prior to plaintiff's purchase of the salon business, and continued to provide many of the same services to those clients. Every so often, Michele would ask defendant to sign and return the agreement, but defendant did not do so.

¶ 9 Eventually, in May 2023, a meeting was planned at a restaurant in Hinsdale to discuss defendant's reasons for not returning the agreement. Prior to the meeting, plaintiff had presented defendant with a revised employment offer letter, which defendant subsequently signed and returned. The revised offer letter again stated that defendant would be required to sign a restrictive covenant agreement but also provided that plaintiff and defendant would revisit the agreement every two years and would discuss possible changes to the agreement. This was additional language that defendant had requested be added to the revised offer letter. When the meeting took place later that same month, Michele, Dean, and defendant were all present for the meeting.

¶ 10 After the May 2023 meeting, defendant continued to work at plaintiff's salon for the next two years. In April 2025, however, unbeknownst to plaintiff, defendant began looking into renting an individual salon suite in Burr Ridge, Illinois. The location of the suite was less than five miles from plaintiff's salon. The following month, defendant signed a lease for the suite. In June 2025, defendant communicated by text message with four of the clients that she had previously serviced at plaintiff's salon to let them know that she was leaving her employment with plaintiff and that she would be providing hairstylist services at a new location.

¶ 11 On July 1, 2025, defendant verbally provided Michele with two weeks' notice that defendant was resigning from plaintiff's salon. Michele decided, however, that defendant's last day working at the salon would be July 2, 2025, because Michele did not want defendant to be at the salon if defendant was going to be leaving. Later that month, defendant began providing hairstylist services through her salon suite in Burr Ridge. Some of the clients that defendant had previously serviced at plaintiff's salon, including the four clients that defendant had sent text messages to prior to leaving, followed defendant to her new location and stopped going to plaintiff's salon for some or all of their services. In late August or early September 2025, plaintiff learned that defendant was providing hairstylist services within five miles of plaintiff's salon and that defendant was providing those services to some of plaintiff's current or former customers. In October 2025, plaintiff filed the instant lawsuit against defendant for breach of the restrictive covenant agreement and sought injunctive and other relief against defendant. The complaint was later amended.

¶ 12 In the verified first amended complaint, plaintiff alleged that defendant had violated both the noncompetition and non-solicitation provisions of the restrictive covenant agreement, that plaintiff was irreparably harmed by defendant's violations of the agreement, that the monetary damages from that harm would be difficult to determine, and that plaintiff lacked an adequate remedy at law. Defendant filed a verified answer and several affirmative defenses. In her answer and affirmative defenses, defendant denied that she had signed the restrictive covenant agreement, denied that the agreement was valid and enforceable, and denied that she had violated the agreement.

¶ 13 Shortly after plaintiff filed the original complaint (October 2025), plaintiff also filed a motion for a temporary restraining order against defendant. The trial court treated the motion as a

motion for a preliminary injunction and set a briefing schedule on the motion. In April 2026, after the parties had filed their written briefs, the trial court held an evidentiary hearing on the motion. In addition to establishing the background information set forth above, the evidence presented at the hearing can be summarized as follows.

¶ 14 Michele Zayed testified that she was the president and sole owner of plaintiff. On November 1, 2022, plaintiff purchased a luxury hair salon business in Hinsdale from the prior owners. As part of the purchase, plaintiff acquired the business assets of the prior salon, including the client list, all of the products, furniture, software, branding, the salon name, goodwill, and the ongoing business operations. The customer or client list was an important part of the purchase, according to Michele, because it was an indication of the value or worth of the salon. After the purchase was completed, plaintiff took over operation of the salon. Michele, as president and owner of plaintiff, was responsible for all of the operations involved with running the salon business, such as hiring, staff, payroll, client information, client retention, marketing, and advertising. Michele maintained various records in connection with the business, including employee personnel files, employee earnings records and payroll documents, employee offer letters, employee restrictive covenant agreements, client lists, client contact information, client service history records, and client payment records.

¶ 15 Shortly after the purchase, in November 2022, plaintiff held an initial meeting with defendant. Michele and her husband, Dean, were both present for the meeting. At the meeting, plaintiff gave defendant an offer letter and a restrictive covenant agreement. The purpose of the restrictive covenant agreement was to protect plaintiff's purchase of the business initially and to protect the customer list, the customer relationship, the goodwill, and the ongoing business so that the salon would not lose business if a stylist left the salon's employment. During the

meeting, Dean explained the agreement to defendant in detail. Dean told defendant that the agreement required that if a stylist decided to leave, he or she had to work outside of a 10-mile radius for one year and could not solicit or contact any clients for one year. Defendant stated that she wanted to show the agreement to her father. Michele and Dean allowed defendant to do so and told defendant that she should also seek the advice of an attorney.

¶ 16 Over the next several months, defendant continued to work at plaintiff's salon and continued to provide services to many of the same clients that she had provided services to prior to the purchase. Michele followed up with defendant numerous times about signing and returning the agreement because defendant kept delaying. During that time period, defendant never told Michele that she was refusing to sign the agreement. Eventually, defendant asked if she could meet with Michele to discuss the matter. Defendant wanted to know if there was a way that before she signed the agreement, plaintiff could put a clause into defendant's revised offer letter that stated that plaintiff and defendant would be able to come back and revisit the agreement after two years. Michele and Dean agreed to add that language to the revised offer letter so that defendant would be comfortable signing the restrictive covenant agreement. In May 2023, pursuant to defendant's request, Michele and Dean met with defendant at a restaurant in Hinsdale. After Dean answered defendant's questions about the agreement, defendant took the agreement out of her purse and handed it to Michele. While doing so, defendant stated that her father was mad at her because she had signed the agreement. Michele unfolded the agreement and saw that it had been signed by defendant.

¶ 17 After the May 2023 meeting, defendant continued to work for plaintiff for the next two years. As the agreement provided, plaintiff paid defendant a \$500 bonus as consideration for signing the agreement. The bonus was paid on the very next paycheck that defendant received

after the May 2023 meeting. On July 1, 2025, defendant gave Michele verbal notice that she was resigning from her employment at the salon. When Michele asked defendant why she was leaving, defendant stated that she wanted to take a break from doing hair. Defendant did not tell Michele that she was eventually planning to open her own salon. Michele asked defendant if there was anything that plaintiff could do to keep defendant, but defendant declined and stated that it was time for her to step back. Michele mentioned the restrictive covenant agreement, and defendant stated that she knew about the agreement, that she was not planning on working right now, and that she would honor the agreement and her obligations. Defendant also told the general manager of the salon that she was going to be taking some time off from doing hair and that she was not planning on working right now. Michele and defendant subsequently agreed that defendant's last day working at the salon would be July 2, 2025.

¶ 18 Later that same month, defendant opened her own salon business less than five miles from plaintiff's salon. Plaintiff found out about defendant's new location at the end of August or early September 2025 but did not file a lawsuit or a motion for a temporary restraining order until October 2025 because plaintiff had tried to reach a settlement with defendant before doing so. Prior to this lawsuit, defendant never indicated to Michele that she was confused about the agreement, never refused to sign the agreement, never claimed that she did not sign the agreement, and never indicated that she did not understand the agreement.

¶ 19 With regard to the nature of the client relationships and whether the clients that defendant had serviced at plaintiff's salon were defendant's clients or the salon's clients, Michele testified that the salon currently had about 2,000 clients. Plaintiff obtained those clients through referrals, marketing, advertising, and promoting and maintaining those clients through plaintiff's goodwill and by providing good service. For the nearly three-year period from approximately January

2023 to December 2025, plaintiff spent about \$133,000 on advertising and marketing. According to Michele, the clients that defendant serviced were provided to defendant by the salon.

Defendant would not have had access to those clients if she had not worked at the salon. When a client wanted a service, they booked that service through the salon, either on the phone or through the scheduling application, not through the individual stylist. When clients paid for services, they paid the salon, not the individual stylist who performed the service. Plaintiff had an unwritten policy that stylists were not supposed to exchange personal contact information with plaintiff's clients. The client relationships were valuable to plaintiff for repeat business, referrals, product sales, and long-term loyalty and were what kept plaintiff in business. The time that it took for plaintiff to build customer relationships varied, depending upon the client.

¶ 20 Michele acknowledged during her testimony, however, that defendant had already established a substantial client base before plaintiff purchased the salon business. Michele acknowledged that client service records showed that defendant had serviced over 1,400 individual clients from 2016 to 2022 or 2025.¹ Michele agreed that it was common for clients to consistently see the same stylist and that many clients requested the same stylist by name.

¶ 21 As for the harm that plaintiff suffered, Michele testified that defendant had done great damage to the salon's reputation and goodwill and also to Michele, personally, as a resident of Hinsdale. Even before defendant resigned, plaintiff noticed a decrease in hair extension appointments. The front desk manager pointed it out to Michele, and Michele asked defendant because defendant provided hair extension services at the salon, but defendant "played dumb" and said that she did not know what was happening. Michele estimated that approximately 50

¹The record on appeal is unclear as to whether defendant had serviced 1,400 individual clients from 2016 to 2022 or from 2016 to 2025. The client service records that were admitted into evidence at the hearing ran from 2016 to 2025, but the attorneys made conflicting statements in questioning the witnesses about the matter.

clients had stopped coming to the salon since defendant's departure, including most or all of the salon's hair extension clients. In addition, the salon's business revenue for the first two months of 2026 was down \$70,000 from the prior year. Michele believed that defendant solicited some of plaintiff's clients and that those clients left plaintiff's salon. Plaintiff lost customer business and referrals and also lost other employees because of the situation. As of the date of Michele's testimony, plaintiff was still experiencing ongoing harm from defendant's violation of the restrictive covenant agreement—additional clients were still being lost and plaintiff's goodwill, reputation, and competitive position in the industry were still being eroded. According to Michele, plaintiff could not calculate future losses precisely because plaintiff could not predict how long its lost clients would have stayed with the salon, how many appointments those clients would have made, how much money those clients would have spent, how many referrals those clients would have given, or what the value of those referrals would have been. In addition, money alone would not restore plaintiff's lost client relationships.

¶ 22 Michele acknowledged during her testimony, however, that not all of the client losses that plaintiff had suffered were the result of defendant leaving. Michele also acknowledged that plaintiff tracked client spending, could calculate the revenue associated with each client, and could calculate the financial losses that plaintiff sustained from a client leaving. Michele agreed that after defendant's employment ended, plaintiff continued to operate its salon successfully, hired other stylists, and continued to expand and grow its business. In fact, plaintiff recently moved its salon business into a much larger space.

¶ 23 With regard to the earnings requirements under the Freedom to Work Act, Michele testified that when plaintiff purchased the salon business, it had the prior earnings records of all of the employees of the former owner of the salon. After plaintiff took over the salon business,

plaintiff maintained its own business records, including employee earnings records. Based upon the earnings records, Michele determined at the time plaintiff hired defendant in November 2022 that defendant was expected to earn over \$75,000 that year. Michele also determined that at the time defendant resigned in July 2025, defendant was expected to earn over \$75,000 that year if defendant had continued working for plaintiff. Although her testimony on the matter wavered somewhat, Michele clarified that only employees who were earning over \$75,000 per year were required to sign the restrictive covenant agreement after plaintiff purchased the salon business. In addition, according to Michele, the earnings condition for enforcement of the agreement post-employment (the earnings at termination language) was a self-imposed limitation on plaintiff, meaning that if the employee's compensation fell below the Act's thresholds at the time of termination, plaintiff was agreeing not to enforce either the noncompetition or the non-solicitation provisions of the agreement (or both) against the employee.

¶ 24 In addition to all of the above, during her testimony, Michele was questioned about differences between the way that defendant's restrictive covenant agreement looked compared to the agreements of the other stylists. Although Michele testified that the same agreement was used for each of the stylists but modified slightly to insert individual information, she acknowledged that the defendant's agreement appeared to have a different font and different layout on some of the pages and slightly different information. Michele had no explanation for those differences, other than formatting errors or printing differences.

¶ 25 Michele's husband, Dean Zayed, testified that he was a licensed attorney and that he owned several financial services and wealth management firms in Wheaton, Illinois. As Michele's husband, Dean was involved in plaintiff's business operations and was essentially an uncompensated business consultant of plaintiff. In November 2022, after plaintiff purchased the

business assets of the prior salon, Dean was involved in the employee onboarding and assisted Michele with the offer letters and the restrictive covenant agreements for plaintiff's employees.

¶ 26 During the same month, Michele and Dean had individual meetings with all of the stylists, including defendant, to discuss the employment offer and the restrictive covenant agreement. By implementing the agreement, plaintiff was trying to protect the goodwill, brand, reputation, and customer list that it had purchased. Dean's role at the meetings was to communicate to the stylists the terms of the restrictive covenant agreement and to make sure that the stylists understood what plaintiff was proposing. The agreement was used consistently with all similarly situated employees. Plaintiff's regular practice was to require employees to sign the agreement as a condition of employment.

¶ 27 Dean personally presented the agreement to defendant at the November 2022 meeting in the salon office. Michele was present in the office with them at the time. Dean thoroughly explained the agreement to defendant and encouraged defendant to seek the advice of an attorney. Dean told defendant that plaintiff had just spent a substantial sum to purchase the salon, including the customer list and the goodwill, and that the restrictive covenant agreement was a standard agreement to help plaintiff protect its interest from competition and solicitation. Dean also told defendant that clients serviced by employees of plaintiff were plaintiff's clients. Defendant was not pressured to sign the agreement immediately and was given as much time as she needed to review the agreement, to have her father review the agreement, and to seek the advice of an attorney. The process that Dean used to present and explain the agreement to defendant was the same process that Dean used with all of the other stylists who had received the agreement. According to Dean, defendant, at no time prior to this dispute, ever claimed that she had not signed the agreement, that she was refusing to sign the agreement, or that she did not

understand the agreement. After the agreement was signed, defendant continued working for plaintiff for more than two years until July 2025. Later that month, defendant opened her own salon business less than five miles from plaintiff's salon. Dean believed that defendant had solicited clients of plaintiff and that those clients had left plaintiff's salon to follow defendant.

¶ 28 As for the harm that had occurred, Dean testified that plaintiff had suffered tremendous harm from defendant's violations of the restrictive covenant agreement. In Dean's opinion, the harm was irreparable and immeasurable because, among other things, it took months or years to cultivate client relationships in the salon business. According to Dean, plaintiff had suffered harm to its goodwill, reputation, and brand. Plaintiff had lost many current and future customers, referrals, and also had lost other stylists.

¶ 29 With regard to the earnings requirements under the Freedom to Work Act, Dean testified, similarly to Michele, that the post-employment language in the restrictive covenant agreement (the earnings at termination language) was a self-imposed limitation on plaintiff whereby plaintiff expressly agreed that if a stylist's compensation fell below the Act's thresholds at the time of termination, plaintiff would not enforce the agreement against that stylist.

¶ 30 Defendant testified that she had received her cosmetology license in Illinois in 2013 and had been working as a stylist for the past 13 years. Immediately after receiving her license, defendant began working at a salon called Zazu. Defendant worked at Zazu from 2013 to 2016. In April 2016, defendant began working at plaintiff's salon in Hinsdale when it was owned by the prior owner. Defendant worked for the prior owner from April 2016 until November 2022 when plaintiff purchased the salon. Defendant was never asked to sign a restrictive covenant agreement when she worked for the prior owner. Defendant initially started out under the prior owner as a junior stylist and was paid hourly. After a few months, when defendant had a steady

client base, she was switched to commissions. During that time period, defendant worked 4 to 6 days per week and provided services to 5 to 10 clients per day. She was paid commissions and did not have a guaranteed salary.

¶ 31 At the end of October 2022, defendant's employment at the salon under the prior owner was terminated because the new owner, plaintiff, had purchased (or was going to be purchasing) the salon business. In November 2022, defendant was offered a job at the new salon by plaintiff through an employment offer letter. Defendant received the offer letter at an introductory meeting that was held shortly after plaintiff purchased the salon business. Defendant, Michele, and Dean were all present for the meeting, which took place in the salon office. Defendant wrote her schedule down on the offer letter, signed it, and returned it to plaintiff. Defendant understood that by signing the offer letter, she was agreeing to the terms set forth in the letter. The offer letter stated that defendant would be required to sign a restrictive covenant agreement (referred to in the letter as a confidentiality and noncompetition agreement) as a condition of employment.

¶ 32 Another document that defendant was given at the introductory meeting was the restrictive covenant agreement. Dean explained to defendant that the agreement was standard in the industry to protect plaintiff from stylists competing with plaintiff and soliciting clients of plaintiff upon resignation or termination of employment. Defendant thought that the 10-mile radius was "a little crazy" because she already had a full book of clients. Defendant did not sign the restrictive covenant agreement at the introductory meeting or anytime thereafter. At the meeting, defendant told Michele and Dean that she wanted to have her father review the agreement. Defendant did not actually have her father look at the agreement—that was just an excuse because defendant did not want to seem like she was being combative in not signing the agreement initially. Instead, defendant took the agreement home and threw it away because she

knew that she was not going to sign the agreement. The first time that defendant saw the version of the agreement that allegedly had her signature on it was after this lawsuit was filed. The exhibit attached to the initial complaint had the first three pages of the agreement as a document and the last page of the agreement (the signature page) as a photo. Defendant did not make any changes to the agreement and did not know how her signature had ended up on the agreement. Defendant acknowledged during her testimony, however, that the signature on the agreement looked like her signature but denied that she had signed the agreement.

¶ 33 After the November 2022 meeting, defendant continued to see most of her same clients and continued to provide the same services that she had previously provided. Michele would periodically follow up with defendant and ask defendant about signing and returning the restrictive covenant agreement. Defendant either refused to sign the agreement or told Michele that she was not comfortable signing the agreement. Defendant wanted the ability to revisit the agreement within two years because she did not know Michele or Dean and did not know what the future of the salon was going to be like. Defendant understood that signing the agreement was a condition of her employment, but she still refused to sign the agreement and still continued to work at the salon. Because defendant would not sign the agreement, Michele told defendant that she did not feel comfortable promoting or marketing defendant as a stylist. That did not really affect defendant's work at the salon because she already had a full book of clients and would get referrals from those clients through word of mouth. Defendant had lived in Hinsdale since she was a child and marketed herself all of the time through word of mouth, referrals, and Instagram. Michele encouraged the stylists to market themselves on Instagram.

¶ 34 In May 2023, plaintiff gave defendant a revised employment offer letter. Like the first offer letter, the revised offer letter again indicated that defendant would be required to sign a

restrictive covenant agreement (referred to in the letter as a confidentiality and noncompetition agreement) as a condition of her employment. The revised offer letter also contained additional language, however, to address defendant's concerns and stated that plaintiff and defendant would revisit the agreement every two years and would discuss possible changes to the agreement. Defendant eventually signed the revised offer letter and returned it to plaintiff and understood that by doing so, she was accepting the terms set forth in the letter.

¶ 35 After defendant received the revised offer letter, Michele asked to meet with defendant to discuss the restrictive covenant agreement. The meeting took place later that month (May 2023) at a restaurant in Hinsdale. Dean, Michele, and defendant were all present for the meeting. Michele wanted defendant to explain to Dean why she would not sign the agreement. Defendant told Dean and Michele that she did not know them, did not know what the future of the salon was going to look like, and that there was no benefit to her by signing the agreement—she already had a full book of clients and there were no offers of commission raises or bonuses. Dean told defendant that she would be fired if she did not sign the agreement. According to defendant, however, Michele and Dean also told her at the meeting that they would give her time to get to know them before she had to sign the agreement. Defendant denied that she had brought the agreement with her to the May 2023 meeting. Defendant also denied that she had given the signed agreement or any other document to Dean or Michele at the meeting. Defendant acknowledged during her testimony, however, that she had received the \$500 bonus after the May 2023 meeting but stated that she was not even aware that she had received the bonus until after this lawsuit was filed because the amount of her paychecks varied and she did not look at her paystubs.

¶ 36 After the May 2023 meeting, defendant continued to work for plaintiff for the next few years and continued to provide services to many of the same clients that she had provided services to before plaintiff purchased the salon business. In July 2025, defendant gave plaintiff her two weeks' notice that she was resigning from the salon. Michele was disappointed that defendant was leaving. Defendant told Michele that she was leaving for mental health reasons, that she was taking a break, and that she was eventually going to open up her own salon suite. Michele did not want defendant at the salon if she was going to be leaving and decided that defendant's last day would be July 2, 2025. When coworkers asked defendant what she was going to be doing, defendant kept her responses short and stated that she was eventually going to open up a salon suite. Defendant did not take anything that did not belong to her when she left plaintiff's salon and did not copy or download the salon's client. A few weeks after defendant left plaintiff's employment, defendant began providing hairstylist services at a salon suite in Burr Ridge and was still doing so as of the date of her testimony. Defendant's salon suite was located about five miles from plaintiff's salon. Defendant signed the lease for her salon suite in late May 2025 while she was still working for plaintiff. The lease had a July 2025 start date. Defendant currently provided services to about 100 clients at her salon suite.

¶ 37 With regard to the nature of the client relationships and whether the clients that defendant had serviced at plaintiff's salon were defendant's clients or the salon's clients, defendant testified that she already had a "full book of business" in 2021 and 2022 before plaintiff purchased the salon business from the prior owner. That meant that defendant was 100% booked on the days that she worked and did not have a lot of open appointment space to fill. Over time, defendant's relationships with some of the clients extended beyond a one-time service. Those relationships developed through defendant's own work as a stylist.

¶ 38 From approximately June 2017 to July 2025, defendant had provided services to over 1,400 clients at the salon under both the prior owner and plaintiff. According to defendant, some of the clients she had met while working at the salon, either for the prior owner or for plaintiff, but most of the clients she had already known personally. The clients were defendant's friends, defendant's friends' mothers, and defendant's neighbors. Defendant also serviced clients that she did not know at the salon and received those clients primarily through referrals. Defendant did not bring all of those clients with her to the salon when she was hired. The prior owners gave defendant some clients to service while she was an employee and so did plaintiff. Defendant did not purchase the salon's client list or pay for the clients that she serviced. The salon provided the location where defendant worked, provided the equipment and supplies, and handled the booking and scheduling. Clients either booked appointments through the salon or through defendant directly, and defendant would go into the salon's booking system and schedule the appointment. The salon, and not defendant, maintained the booking system, the client contact information, the client appointment history, and the client service history. Although defendant had access to the salon's booking system, she could not see client information, such as phone numbers or personal information. While defendant worked for plaintiff, she communicated directly with clients about scheduling, and plaintiff was aware that defendant was doing so.

¶ 39 The salon set the pricing for all of their services, and the clients paid the salon, and not defendant, for those services. The clients did, however, tip defendant directly for her services either in cash or by sending a tip electronically to defendant. The stylists' phone numbers were taped to a card on the front desk of the salon for that purpose under both the prior owner and plaintiff. The tip income was included as part of defendant's earnings on her tax forms.

¶ 40 As for the harm that plaintiff allegedly suffered, defendant acknowledged during her testimony that she understood that the restrictive covenant agreement prohibited an employee from competing within a 10-mile radius of plaintiff's salon and soliciting plaintiff's clients for a period of one year after the employee left plaintiff's employment. Defendant was also aware that the agreement made certain statements about plaintiff being irreparably harmed, unable to calculate damages, and lacking an adequate remedy at law (that defendant was waiving that particular defense) if a violation occurred and that the agreement stated that any violation would extend the restricted period by the period of violation. Defendant also acknowledged that shortly before she left plaintiff's employment, she sent text messages to four clients that she had previously provided services to at plaintiff's salon. In the text messages, defendant told those four clients where she would be working starting in July and gave those clients the option to see someone else at plaintiff's salon or to go with defendant to her new location. Defendant also told all four clients not to say anything to plaintiff because plaintiff did not know that defendant was leaving.

¶ 41 Despite admitting that she had sent those text messages, defendant denied during her testimony that she had solicited any of plaintiff's clients to follow her to her new location. Rather, according to defendant, she had merely contacted those clients to let them know what was going on because she was close to them and did not want to leave them stranded without a stylist. Defendant did not think that she would get in trouble because she had not signed the restrictive covenant agreement. In addition to telling the four clients that she was leaving, defendant also told those clients that if they needed help being placed with another stylist, she could help them. Some of the four clients were currently getting their hairstylist services from defendant at her new location and were no longer going to plaintiff's salon.

¶ 42 Defendant was aware that some of her current clients submitted affidavits in this case. The affidavits generally stated that defendant had not contacted those clients, had not asked those clients to follow her to a new location, and had not directly or indirectly solicited those clients. Defendant acknowledged on the witness stand, however, that she had texted some of those clients before she left the salon, had told those clients where she was going, and had invited those clients to come see her at her new location. Defendant also acknowledged that some of the affidavits did not accurately reflect the content of her conversations with the four clients. In addition to the four clients that defendant contacted, other clients reached out to defendant after she left plaintiff's employment to find out where defendant had gone. Some of those other clients were currently getting their hairstylist services from defendant at her new location as well and were no longer getting services at plaintiff's salon. Since those clients had followed defendant, plaintiff lost that business.

¶ 43 During her testimony, defendant was shown her current client list and admitted that some of the clients on the list were individuals that she had provided services to at plaintiff's salon. Defendant's intent was to continue providing services to those clients that had followed her to her new location. Defendant could not recall or estimate the number of clients that she was providing services to that had previously received services at plaintiff's salon while defendant was an employee of plaintiff, but indicated that she had no reason to disagree with plaintiff's attorney's statement that it was more than 90 individuals. According to defendant, however, most of those clients were clients that defendant had been providing services to before plaintiff bought the salon.

¶ 44 With regard to the earnings requirements under the Freedom to Work Act, defendant testified that she had earned approximately \$64,000 in 2021 while working for the prior owner

and that she had not earned over \$75,000 at any point prior to November 2022 when plaintiff purchased the salon business. When defendant left plaintiff's employment in July 2025, defendant's actual earnings at that time were approximately \$55,000. Defendant acknowledged during her testimony, however, that she had no reason to disagree with plaintiff's attorney's statement that calculations of defendant's expected annualized earnings for 2022 and 2025 showed that defendant's earnings for those years were expected to exceed the earnings thresholds under the Act.

¶ 45 Finally, as for whether her signature on the agreement was genuine, defendant consistently denied throughout her testimony that she had ever agreed to the restrictive covenant agreement or that she had ever knowingly signed the agreement. Defendant also denied that she had ever agreed to any restrictions on where she could work after she left plaintiff's employment or what clients she could service.

¶ 46 In addition to the testimony presented at the preliminary injunction hearing, the parties also presented numerous documentary exhibits that were admitted into evidence. Some of the documentary exhibits that were admitted into evidence were the restrictive covenant agreement the defendant had allegedly signed, the restrictive covenant agreements that several of plaintiff's other employees had signed, the initial offer letter that had been given to defendant, the revised offer letter, the asset purchase agreement from when plaintiff purchased the salon business, Michele's affidavit stating her calculations of defendant's estimated annualized earnings at certain times, various tax or earnings records of defendant, a list of the clients that defendant had serviced from approximately June 2017 to July 2025, defendant's current client list, the text messages that defendant had sent in June 2025 to the four clients, affidavits that clients had submitted in this case regarding whether defendant had contacted them, text messages between

Michele and defendant leading up to the May 2023 meeting, and the lease that defendant had entered into in May 2025 for her salon suite.

¶ 47 After all of the evidence had been presented and the parties had made their closing arguments, the trial court took the case under advisement. Approximately one week later, the trial court issued a written order granting plaintiff's motion for a preliminary injunction. In so doing, the trial court found that plaintiff had satisfied its burden under the law to establish by a preponderance of the evidence a fair question as to the existence of the requisite elements for issuing a preliminary injunction, including, in the context of this case, the statutory earnings requirements under the Freedom to Work Act. The trial court also found that the testimony of Michele and Dean was more credible than defendant on the issue of whether defendant had signed the restrictive covenant agreement. The trial court ordered defendant to stop engaging in competing operations within a 10-mile radius of plaintiff's salon, to stop initiating contact with clients that she had serviced at plaintiff's salon within her last two years of employment, extended the 12-month restricted period, and set the restricted period to start running at the beginning of May 2026. Defendant filed an interlocutory appeal under Illinois Supreme Court Rule 307(a)(1) (eff. Nov. 1, 2017) to challenge the trial court's ruling.

¶ 48 II. ANALYSIS

¶ 49 On appeal, defendant argues that the trial court erred in granting plaintiff's motion for a preliminary injunction. Defendant asserts that the motion should have been denied because plaintiff failed to establish a fair question that it could satisfy the necessary elements for preliminary injunctive relief to be granted and to show that it was entitled to such relief. More specifically and within the factual context of this case, defendant claims that plaintiff failed to meet its burden because plaintiff failed to establish a fair question that: (1) the restrictive

covenant agreement was valid and enforceable, (2) the restrictive covenant agreement was supported by a legitimate business interest, and (3) plaintiff would suffer immediate and irreparable harm if a preliminary injunction was not issued and that money damages would not adequately compensate plaintiff for its alleged injuries. We will address each of those contentions in turn.

¶ 50 A. Basic Legal Principles and General Standard of Review

¶ 51 The purpose of a preliminary injunction is to preserve the status quo between the parties until a decision on the merits of a case can be made. *People ex rel. Klaeren v. Village of Lisle*, 202 Ill. 2d 164, 177 (2002). It is an extreme remedy that should be used only in situations where an emergency exists and serious harm will result if the injunction is not issued. *Id.* A party requesting a preliminary injunction must establish the following four factors: (1) that a clearly ascertained right in need of protection exists; (2) that irreparable harm will occur if an injunction is not issued; (3) that there is no adequate remedy at law for the injury; and (4) that there is a likelihood of success on the merits. See *id.* “A preliminary injunction is not intended to determine controverted rights or decide the merits of a case.” *People ex rel. Sherman v. Cryns*, 203 Ill. 2d 264, 277 (2003). On appeal, the reviewing court examines only whether the party seeking the preliminary injunction has demonstrated a *prima facie* case that there is a fair question regarding the existence of the claimed rights. *Klaeren*, 202 Ill. 2d at 177.

¶ 52 The decision whether to grant a request for a preliminary injunction rests within the sound discretion of the trial court and will generally not be disturbed on appeal absent an abuse of discretion. *Id.* The threshold for finding an abuse of discretion is a high one and will not be overcome unless it can be said that the trial court’s ruling was arbitrary, fanciful, or

¶ 55 Plaintiff argues that the trial court's grant of plaintiff's motion for a preliminary injunction was proper and should be upheld. In general, plaintiff asserts that it presented sufficient evidence at the preliminary injunction hearing to satisfy its burden to establish a fair question that the restrictive covenant agreement was valid and enforceable. More specifically, plaintiff contends first, that the earnings at termination language in the restrictive covenant agreement did not violate the Act and was placed in the agreement to provide additional protection to employees so that the agreement would not be enforced if an employee's earnings at termination fell below the statutory thresholds. Next, plaintiff contends that it presented sufficient evidence at the hearing to establish a fair question that defendant's earnings at the time she entered into the agreement were above the statutory and contract thresholds, that defendant's earnings at termination were above the statutory and contract thresholds, and that defendant had knowingly signed and entered into the agreement. Thus, based upon each one of those contentions, plaintiff asserts that it established a fair question that the agreement was valid and enforceable and that it correspondingly established a fair question that it had a clearly ascertainable right in need of protection and a likelihood of success on the merits. Plaintiff asks, therefore, that we affirm the trial court's judgment granting plaintiff's motion for preliminary injunctive relief.

¶ 56 As indicated previously, the decision whether to grant a request for a preliminary injunction rests within the sound discretion of the trial court and will generally not be disturbed on appeal absent an abuse of discretion. *Klaeren*, 202 Ill. 2d at 177. Questions as to statutory interpretation and as to the validity of a restrictive covenant, however, are questions of law that are subject to a *de novo* standard of review on appeal. See *Gaffney v. Board of Trustees of the Orland Fire Protection District*, 2012 IL 110012, ¶ 50 (recognizing that an issue of statutory

construction is a question of law that is subject to a *de novo* standard of review on appeal).

Mohanty v. St. John Heart Clinic, S.C., 225 Ill. 2d 52, 63 (2006) (indicating that the determination of whether a restrictive covenant is valid is a question of law that is subject to a *de novo* standard of review on appeal). In addition, absent an ambiguity, questions of contract interpretation are also questions of law that are subject to a *de novo* standard of review on appeal. See *Gallagher v. Lenart*, 226 Ill. 2d 208, 219 (2007).

¶ 57 The fundamental rule of statutory construction is to ascertain and give effect to the intent of the legislature. *Gaffney*, 2012 IL 110012, ¶ 56. The most reliable indicator of that intent is the plain and ordinary meaning of the language of the statute itself. *Id.* In determining the plain meaning of statutory terms, a court should consider the statute in its entirety and keep in mind the subject that the statute addresses and the apparent intent of the legislature in enacting the statute. *Blum*, 235 Ill. 2d at 29; 5 ILCS 70/1.01 (West 2022) (in construing a statute, "[a]ll general provisions, terms, phrases and expressions shall be liberally construed in order that the true intent and meaning of the General Assembly may be fully carried out"). If the statutory language is clear and unambiguous, it must be applied as written, without resorting to further aids of statutory construction. *Gaffney*, 2012 IL 110012, ¶ 56. A court may not depart from the plain language of the statute and read into it exceptions, limitations, or conditions that are not consistent with the express legislative intent. *Id.* However, if the language of a statute is ambiguous in that it is susceptible to more than one reasonable interpretation, a court may consider extrinsic aids to determine the meaning of the statutory language. See *Williams v. Illinois State Scholarship Comm'n*, 139 Ill. 2d 24, 51 (1990).

¶ 58 The primary goal of contract interpretation, on the other hand, is to give effect to the intent of the parties. *Virginia Surety Co. v. Northern Insurance Co. of New York*, 224 Ill. 2d 550,

556 (2007). In determining the intent of the parties, a court must consider the contract document as a whole and not focus on isolated portions of the document. *Gallagher*, 226 Ill. 2d at 233; *Premier Title Co. v. Donahue*, 328 Ill. App. 3d 161, 164 (2002). If the language of a contract is clear and unambiguous, the intent of the parties must be determined solely from the language of the contract document itself, which should be given its plain and ordinary meaning, and the contract should be enforced as written. *Virginia Surety Co.*, 224 Ill. 2d at 556; *J.M. Beals Enterprises, Inc. v. Industrial Hard Chrome, Ltd.*, 194 Ill. App. 3d 744, 748 (1990); *Reaver v. Rubloff-Sterling, L.P.*, 303 Ill. App. 3d 578, 581 (1999). However, if the contract language is ambiguous, the meaning of the contract language may be ascertained through a consideration of extrinsic evidence. *Gallagher*, 226 Ill. 2d at 233.

¶ 59 In this particular issue, our focus is upon the noncompetition and non-solicitation provisions of the restrictive covenant agreement in relation to the earnings thresholds provided in the Freedom to Work Act. In addition to its other requirements, the Act contains earnings thresholds that must be met for covenants not to compete and not to solicit to be imposed upon an employee. See 820 ILCS 90/10(a), 10(b) (West 2022). Pursuant to the Act, “[n]o employer shall enter into a covenant not to compete with any employee unless the employee’s actual or expected annualized rate of earnings exceeds \$75,000 per year.” *Id.* § 10(a). In addition, “[n]o employer shall enter into a covenant not to solicit with any employee unless the employee’s actual or expected annualized rate of earnings exceeds \$45,000 per year.” *Id.* § 10(b). The Act further provides that covenants not to compete and not to solicit that are entered into in violation of the Act’s earnings thresholds are void and unenforceable. *Id.* §§ 10(a), 10(b).

¶ 60 In the present case, after reviewing the provisions of the Act, the evidence presented at the preliminary injunction hearing, and the legal principles set forth above, we conclude that the

trial court correctly found that plaintiff established a fair question that the restrictive covenant agreement was valid and enforceable. First, although the clear and unambiguous language of the Act requires that the earnings thresholds be satisfied at the time of contract formation as defendant asserts, plaintiff presented sufficient evidence to establish a fair question that the covenants not to compete and not to solicit did not on their face violate the requirements of the Act. As the testimony of Michele and Dean and the restrictive covenant agreement itself indicated, the earnings thresholds language in the agreement mirrored the language of the Act and the threshold amounts in the agreement matched those in the Act. Michele's and Dean's testimony and the language of the agreement itself also established a fair question that the earnings at termination provision in the agreement were added merely as an additional protection for the employees and did not violate the provisions of the Act.

¶ 61 Second, sufficient evidence was presented at the hearing to establish a fair question that defendant's annualized expected earnings exceeded the statutory and contract thresholds at both the time of contract formation and at the time when defendant's employment was terminated. Michele indicated in her testimony that based upon her review of defendant's earnings records under the prior owner and under plaintiff, Michele was able to determine defendant's actual earnings at the relevant time periods and to calculate what defendant's expected earnings would have been for the entire year. In each instance, according to Michele, defendant's expected annualized earnings exceeded the \$75,000 statutory and contractual threshold for covenants not to compete and the \$45,000 threshold for covenants not to solicit. Michele's testimony in that regard was corroborated by some of defendant's earnings and tax records that were admitted into evidence. In addition, although defendant testified that she had never earned over \$75,000 prior to 2022 and her 2021 tax return somewhat corroborated that testimony, defendant also agreed in

her testimony that she had no reason to dispute plaintiff's attorney's statement that defendant's earnings exceeded the statutory thresholds.

¶ 62 Third and finally, sufficient evidence was presented at the preliminary injunction hearing to establish a fair question that defendant had signed the restrictive covenant agreement. Michele and Dean both testified at the hearing that defendant had returned the signed agreement to them at the May 2023 meeting and the signed agreement was admitted into evidence at the hearing as further corroboration of that testimony. In addition, the testimony and other evidence presented at the hearing showed that defendant was paid the \$500 bonus shortly after the May 2023 meeting as consideration for signing the agreement. Although defendant denied that she had signed the agreement, she admitted that the signature on the agreement looked like her signature, and the trial court ultimately found that Michele's and Dean's testimony was more credible than defendant's on that issue.

¶ 63 Not only did the evidence that was presented establish a fair question that defendant had signed the agreement, the evidence also established a fair question that defendant understood the agreement and that she knowingly and voluntarily entered into the agreement. Michele and Dean both testified at the hearing that defendant was given the agreement and the two offer letters in writing, that Dean explained the agreement to defendant and answered her questions, that defendant never claimed that she did not understand the agreement, that defendant was told orally at the May 2023 meeting and in writing in the two offer letters that she was required to sign the agreement as a condition of her employment, and that defendant was provided as much time as she needed to review the agreement and to seek the advice of an attorney if she chose to do so.

¶ 64 In sum on this issue, plaintiff presented sufficient evidence at the hearing to establish a fair question that the restrictive covenant agreement was valid and enforceable. Indeed, the testimony and the other evidence presented at the hearing sufficiently demonstrated a fair question that the agreement on its face did not violate the Act and that defendant's annualized expected earnings satisfied the relevant earnings thresholds of the Act and of the agreement at the relevant time periods. Further, plaintiff presented evidence that defendant had signed, understood, and knowingly entered into the agreement. Plaintiff, therefore, presented sufficient evidence to establish a fair question that it had a clearly ascertainable right in need of protection and a likelihood of success on the merits, at least within the context of this particular issue.

¶ 65 C. Whether the Restrictive Covenant
Agreement Was Supported By a Legitimate Business Interest

¶ 66 As her second point of contention on appeal, defendant argues that the motion for a preliminary injunction should have also been denied because plaintiff failed to establish a fair question that the restrictive covenant agreement was supported by a legitimate business interest as required under the law. Defendant maintains that the proof of a legitimate business interest was lacking because the evidence presented at the preliminary injunction hearing showed that plaintiff did not have a near-permanent relationship with customers of the salon; that defendant had cultivated her clientele, professional goodwill, and reputation over approximately a six-year period before plaintiff had acquired the salon; that defendant already had an established clientele when plaintiff took over the business; that customers routinely requested appointments with defendant by defendant's name because of defendant's skill, reputation, and longstanding relationship with her clients; that many of the clients who had followed defendant to her new location were clients of defendant before plaintiff acquired the salon; that the customer loyalty was directed primarily toward defendant as the person providing the services, rather than to the

salon; that plaintiff knowingly acquired a salon business in which the stylists, including defendant, already had longstanding business relationships with clients without restrictive covenants in place; and that defendant had not misappropriated trade secrets, confidential information, or specialized training that she had been provided in her employment with plaintiff. Because of the lack of proof of a legitimate business interest, defendant again contends, albeit for a different reason, that plaintiff failed to establish a fair question that it had a clearly ascertainable right in need of protection and a likelihood of success on the merits. Defendant again asks, therefore, that we reverse the trial court's judgment.

¶ 67 Plaintiff again argues that the trial court's ruling was proper and should be upheld. Plaintiff asserts that it satisfied its burden to establish a fair question that the restrictive covenant agreement was supported by a legitimate business interest because the evidence presented at the preliminary injunction hearing showed that plaintiff had purchased the prior owner's customer list, referral source, contact information, trade rights, and goodwill at a substantial price; that plaintiff had invested heavily in marketing and advertising; that defendant had admitted facts tying the client relationship to plaintiff, rather than to defendant; and that plaintiff's interest was not a generalized desire to suppress competition but, rather, a desire to protect the business assets that it had purchased. Correspondingly, plaintiff again contends that it established a fair question that it had a clearly ascertainable right in need of protection and a likelihood of success on the merits. Plaintiff again asks, therefore, that we affirm the trial court's judgment granting plaintiff's motion for a preliminary injunction against defendant.

¶ 68 As noted above, a trial court's grant of a request for a preliminary injunction will generally not be reversed on appeal absent an abuse of discretion. *Klaeren*, 202 Ill. 2d at 177.

Questions regarding the validity of a restrictive covenant, however, are subject to a *de novo* standard of review on appeal. See *Mohanty*, 225 Ill. 2d at 63.

¶ 69 Under the case law decisions, covenants not to compete and not to solicit were generally upheld if the covenants contained reasonable restraints and were supported by consideration. See, e.g., *Reliable Fire Equipment Co. v. Arredondo*, 2011 IL 111871, ¶ 16 (stating that rule as to a covenant not to compete). The case law provided further that for a restrictive covenant to be deemed reasonable (assuming the covenant was ancillary to a valid employment relationship), the covenant: (1) had to be no greater than was required for the protection of a legitimate business interest of the employer, (2) could not impose undue hardship on the employee, and (3) could not be injurious to the public. See, e.g., *id.* ¶ 17. The Freedom to Work Act, however, states that covenants not to compete and not to solicit are illegal and void unless the following requirements are satisfied: (1) the employee receives adequate consideration, (2) the covenants are ancillary to a valid employment relationship, (3) the covenants are no greater than is required for the protection of a legitimate business interest of the employer, (4) the covenants do not impose undue hardship on the employee, and (5) the covenants are not injurious to the public. 820 ILCS 90/15 (West 2022).

¶ 70 Our supreme court has indicated that the determination of whether a legitimate business interest exists is to be made based upon the totality of the facts and circumstances of each individual case. *Reliable Fire Equipment Co.*, 2011 IL 111871, ¶¶ 39-43. The factors that a court may consider in conducting that analysis include, but are not limited to, the near-permanence of customer relationships, the employee's acquisition of confidential information through his employment, and time and place restrictions. *Id.* ¶ 43. No single factor carries any more weight in the analysis than any other factor. *Id.* Rather, the importance of each factor will depend upon

the specific facts and circumstances of each individual case. *Id.* The Freedom to Work Act adopts those same rules. See 820 ILCS 90/7 (West 2022).

¶ 71 In the present case, after reviewing the provisions of the Act, the evidence presented at the preliminary injunction hearing, and the legal principles set forth above, we conclude that the trial court correctly found that plaintiff established a fair question that the restrictive covenant agreement was supported by a legitimate business interest. The evidence presented at the hearing showed that plaintiff had paid a substantial amount to purchase the assets of the salon business, including the client list of the prior salon, and had spent approximately \$133,000 over a three-year period on advertising and marketing. Some of the evidence presented at the hearing indicated that the client relationships were with plaintiff as the owner and operator of the salon and not with defendant as the individual stylist. Clients paid the salon for the services that they received and booked their appointments through the salon's appointment system (or by the stylist accessing that system). The salon maintained the booking system, the client list, the client service history record, and other important documents. Some of the clients that defendant serviced had been provided by the salon and would not have had access to her except for her employment with the salon. Although other evidence presented at the hearing indicated that the client relationships were with the stylist, rather than the salon, the trial court was well within its discretion based upon the totality of the evidence presented to determine that plaintiff had established a fair question that the restrictive covenant agreement was supported by a legitimate business interest in this case and that plaintiff had correspondingly established that it had a clearly ascertainable right in need of protection and a likelihood of success on the merits, at least within the context of this particular issue.

¶ 72 In reaching that conclusion, we have considered the decision in *LSBZ Inc. v. Brokis*, 237 Ill. App. 3d 415, 425-30 (1992), a case relied upon heavily by defendant in this appeal. In *LSBZ*, a hair salon in Hinsdale sued one of its former employees, a stylist, for, among other things, allegedly breaching a restrictive covenant agreement that prohibited the stylist from engaging in a competing business within a 10-mile radius of the salon for a three-year period after the stylist's employment with the salon had ended. *Id.* at 417. Following an evidentiary hearing, the trial court granted the salon's request for a preliminary injunction against the stylist, enforcing the agreement pending a trial on the merits. *Id.* at 417, 424. The stylist appealed, and the appellate court held that the salon was not entitled to a preliminary injunction and reversed the trial court's ruling. *Id.* at 424, 430. In reaching that conclusion, the appellate court determined that the salon had failed in its burden to establish a fair question that the restrictive covenant agreement was supported by a legitimate business interest because the salon failed to make a sufficient showing that it had a near-permanent relationship with its customers. See *id.* at 425-26.

¶ 73 Although the facts of *LSBZ* are similar to the facts of the present case, we believe that *LSBZ* is distinguishable. First and foremost, the decision in *LSBZ* came before our supreme court's decision in *Reliable Fire Equipment Co.*, where our supreme court announced that the determination of whether a legitimate business interest exists was to be made based upon the totality of the facts and circumstances of each individual case. Compare *Reliable Fire Equipment Co.*, 2011 IL 111871, ¶¶ 39-43, with *LSBZ Inc.*, 237 Ill. App. 3d at 425-26. Second, the facts in *LSBZ* showed that the salon in that case was not required to devote a great deal of time to develop client relationships, to invest a substantial amount of money to acquire clients, and that the salon had little difficulty in acquiring clients. *Id.* at 426-27. Those are not the facts of the present case, where the salon had devoted up to two years to develop client relationships; had

paid a substantial sum to purchase the business assets of the prior salon, including the salon name, the client list, and the salon reputation; and had spent approximately \$133,000 over a three-year period to advertise and promote its business in an effort to obtain clients in what was now a highly competitive market. We, therefore, are not persuaded that the decision in *LSBZ* requires a different result in this particular case.

¶ 74

D. Whether Plaintiff Made a Sufficient
Showing of Harm and Defendant's Other Concerns

¶ 75

As her third and final point of contention on appeal, defendant argues that the motion for a preliminary injunction should have been denied as well, because plaintiff failed to establish a fair question that it would suffer immediate and irreparable harm if a preliminary injunction was not issued and that money damages would not adequately compensate it for its alleged injuries. We have reviewed defendant's assertions in that regard and have determined that they are not well taken. At the preliminary injunction hearing, plaintiff presented sufficient evidence to establish the harm that it had suffered and was continuing to suffer, the reason for its delay in initially filing the lawsuit in the present case, the difficulties that it faced in trying to calculate damages for the harm it had suffered, and the lack of an appropriate legal remedy to compensate it for that harm. Although defendant presented some evidence to the contrary, we cannot conclude that the trial court committed an abuse of discretion in determining that plaintiff had satisfied its burden to establish a fair question as to irreparable and immediate harm and the lack of an adequate remedy at law. We, therefore, reject defendant's arguments on this issue. We also reject defendant's claim that the preliminary injunction imposed by the trial court was impermissibly overbroad and unworkable. Contrary to defendant's assertion, the preliminary injunction did not prevent defendant from working as a hairstylist—it only required defendant to do so in a manner that complied with the restrictive covenant agreement.

¶ 76

III. CONCLUSION

¶ 77

For the foregoing reasons, we affirm the judgment of the circuit court of Du Page County.

¶ 78

Affirmed.