SECOND DIVISION
DOYLE, P. J.,
DAVIS and WHITAKER, JJ.

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October 30, 2026

In the Court of Appeals of Georgia

A26A1393. HUNTER v. CASINO LAW GROUP, LLC.

DOYLE, Presiding Judge.

In this dispute over employment compensation, plaintiff Sidney Wade Hunter appeals from the grant of summary judgment to defendant Casino Law Group, LLC ("Casino"). Hunter contends that the trial court erred by ruling that (1) an oral agreement to pay him was unenforceable due to lack of consideration, vagueness, and being a discretionary bonus after his employment began; and (2) his equitable claims failed because (a) he conferred no benefit supporting an unjust enrichment claim; and (b) he cannot show any reasonable reliance to support a claim for promissory estoppel. Because the record contains factual disputes that preclude summary judgment as a matter of law, we reverse.

> Summary judgment is proper when there is no genuine issue of material fact and the movant is entitled to judgment as a matter of law. OCGA § 9-11-56(c). A de novo standard of review applies to an appeal from a grant of summary judgment, and we review the evidence, and all reasonable conclusions and inferences drawn from it, in the light most favorable to the nonmovant.

Matjoulis v. Integon Gen. Ins. Corp., 226 Ga. App. 459, 459(1) (486 SE2d 684) (1997).

So viewed, the record shows that Hunter, an attorney employed at another law firm, applied to work for Casino. After some negotiation, he received a job offer for $100,000 in salary plus typical benefits; there was no additional compensation agreed to at that time. Hunter accepted the offer, and on his first day of work, he spoke to Alex Salzillo, a co-owner of the firm who was supervising him. Hunter proposed an arrangement whereby he would endeavor to attract three clients — identified as Hicks, Hunt, and Nickerson — of his former firm to Casino. Salzillo initially was reluctant to pursue those clients, but Hunter believed that he had established a good relationship with each client and that they would be willing to continue their association with him at Casino. In exchange for bringing in the three new clients, Hunter requested 50 percent of the fees generated in each case. Salzillo said he would

need to think about it; the next day, he again spoke to Hunter and agreed that the firm would pay Hunter 50 percent "of whatever fee we get in handling these cases."

After consultation with Hunter, two of the clients — Hicks and Hunt — came to the firm within that week, their cases were resolved in due course, and the fees were split equally with Hunter. Hunter also contacted Nickerson, who at the time elected to give Hunter's old firm a chance to keep her business. A few months later, Nickerson texted Hunter to express her displeasure with her current representation. Hunter arranged a meeting with Nickerson, Salzillo, and himself, which meeting lead to Nickerson hiring Casino. Nine months later, the Nickerson case was resolved at mediation with Salzillo as lead counsel, generating a fee of $300,000. Hunter asked about his 50 percent share of the fee, and Salzillo responded that it was "too much money" and refused to pay him half. Instead, Casino paid Hunter $30,000, i.e., 10 percent of the Nickerson fee.

Hunter ultimately was dissatisfied with his compensation, left the firm, and filed the present action against Casino. He alleged claims for breach of contract, fraud in the inducement (which he later abandoned), unjust enrichment, and promissory estoppel, seeking actual and punitive damages (also later abandoned) and attorney

fees. Casino answered and, pertinent to this appeal, moved for summary judgment. Casino argued that the Nickerson fee-splitting agreement amounted to an unenforceable, discretionary promise to pay after Hunter's employment had begun; there was no meeting of the minds as to splitting the fees on the Nickerson case; Hunter's unjust enrichment claim failed because he had not rendered anything of value; and any reliance on Salzillo's promise was unreasonable or not to his detriment. After a hearing, the trial court granted Casino's motion for summary judgment, finding that there were no genuine factual disputes; the Nickerson payment was a bonus up to the firm's discretion; the terms of Salzillo's alleged promise were too indefinite to be enforceable; Hunter had not conferred a benefit for which he was uncompensated; and his reliance on a fatally vague promise was unreasonable. Hunter now appeals.

1. Hunter first contends that the trial court erred by finding that, as a matter of law, the undisputed record showed that the promise to split the Nickerson fee was too vague, a discretionary bonus, or lacked in consideration. We agree.

We begin with the legal context. As a general rule in the employment context,

> [t]o be enforceable, a promise of future compensation must be made at the beginning of the employment. [And] the promise of future

> compensation must also be for an exact amount or based upon a formula or method for determining the exact amount of the bonus.

Arby's, Inc. v. Cooper, 265 Ga. 240, 241 (454 SE2d 488) (1995) (citations omitted). Thus, if an employee has undertaken "to perform for another service or labor for [an already agreed upon] sum, any amount paid in excess of that sum, not based upon a new consideration, is a mere gratuity." *Sineath v. Lane Co.*, 160 Ga. App. 402, 405 (287 SE2d 341) (1981) (quotation marks omitted). Moreover, the lack of any writing does not render the agreement unenforceable because "an employee may sue on an oral contract[.]" *E. D. Lacey Mills, Inc. v. Keith*, 183 Ga. App. 357, 359(2) (359 SE2d 148) (1987). "By definition, a bonus is something 'extra' for which no services are rendered." *Sineath* at 405 (cleaned up).

(a) *Factual basis for an enforceable fee sharing agreement.* The trial court's order makes several factual findings and inferences that are in conflict with the summary judgment standard. Under that standard, courts are required to "'view the evidence, and all reasonable inferences drawn therefrom, in the light most favorable to the nonmovant.'" *Cowart v. Widener*, 287 Ga. 622, 624(1)(a) (697 SE2d 779) (2010). See also *Saiia Constr., LLC v. Terracon Consultants, Inc.*, 310 Ga. App. 713, 713 (714 SE2d

3) (2011) ("[W]e view the record evidence on appeal in the same way as the trial court, that is, in the light most favorable to the nonmoving party.").

This is the light in which we must view Hunter's deposition testimony. In it, he averred that during the negotiation about fee sharing on his first day, "I told [Salzillo] about three separate cases, ... Hicks, ... Hunt, and ... Nickerson[.] These were the three cases or three clients that I'd been working with, that I had told [Salzillo] that these were all ... in my opinion, good cases ... and that's when we first discussed those cases." Hunter explained that "[t]hose were the three cases ... I had developed a close personal relationship with each of those clients[.] ... That's why I brought them up to [Salzillo.]" Hunter further testified that they negotiated what percentage would be appropriate, with Salzillo suggesting 15 percent and Hunter countering with 50 percent "because that's what I've seen in practice previously." Hunter then testified that the next day, Salzillo agreed that "we'll compensate you 50 percent basically of whatever fee we get in handling these cases."

Despite this evidence, the trial court's order found that "there was no common understanding of what cases may have been included in any oral agreement;" "any terms for eligibility to receive a bonus were not clearly articulated;" "Hunter

admit[ed] he is unable to provide any definite contractual terms to enforce;" Hunter "never followed-up by writing to confirm the details of any alleged promise;" any promise "was fatally vague as to a key term;" and "there [was] no evidence of any promises made by [Casino] that may constitute consideration." In light of Hunter's testimony that there was a discussion of the three cases by name, and an agreement to compensate him with 50 percent of the fee they received if Hunter brought those three cases to Casino, this was error.

In his deposition, Salzillo denied that Hunter spoke about the Nickerson case as part of the fee sharing negotiation (even though Salzillo admitted that they talked about the Hicks and Hunt cases). Rather than evincing the lack of an agreement as a matter of law on summary judgment, Salzillo's deposition testimony merely creates a factual dispute about whether they talked about the Nickerson case. Hunter explicitly testified that they did talk about the Nickerson case, and this Court and the trial court are required to construe the record in Hunter's favor. It is entirely possible, at least as a factual matter, that Hunter is correct, i.e., they did discuss the Nickerson case, and Salzillo agreed to share the fee with him equally if he brought the case to Casino. Consistent with this, Hunter testified that when he approached Salzillo about

the fee sharing agreement on the Nickerson case, rather than denying that any fee sharing agreement was discussed, Salzillo responded that "I'm not going to pay you 50 percent. That's too much money. ... [I]f I pay you that much, you're going to be making more money than me."

> Where there is a conflict in the evidence as to the existence of an oral contract or as to its terms, the matter must be submitted to a jury for resolution. Because [Hunter] has presented evidence creating a genuine issue of material fact regarding whether the parties reached an oral agreement, the trial court erred in granting [Casino's] motion for summary judgment with regard to that agreement.

Sims v. Bayside Cap., Inc., 327 Ga. App. 47, 50(1) (755 SE2d 520) (2014) (cleaned up). Based on this record, the trial court erred by ruling, as a matter of law, that there was no factual basis for the formation of a contract.

(b) *Consideration*. With respect to the alleged lack of consideration, or whether the fee sharing was a gratuitous promise, the fact that Hunter already was employed with a set salary did not, as a matter of law, prevent him from re-negotiating additional terms to his employment or additional compensation for additional services. For example, in *Sims*, 327 Ga. App. at 47, this Court addressed a scenario in which an employee sought to enforce an oral severance agreement that was not a part of his

original compensation — it was negotiated on the final day of his tenure. See id. at 49(1). The employee sued to enforce the agreement, and the employer argued that it failed for lack of consideration. See id. In reversing the grant of summary judgment in favor of the employer, this Court noted that in exchange for a six-month severance package, the employee agreed to "'be available'" to assist with certain aspects of a transition for a few weeks after his termination. Id. at 50(1). Thus, the promise to pay severance was supported by the employee's promise to render value not part of his original employment.

Here, there is evidence that Hunter endeavored to attract his former clients in exchange for half of the fees generated. It is undisputed that his original employment agreement was not conditioned on his clients coming with him, and he was entitled to receive his negotiated salary whether those clients came or not. Nothing, as a matter of law, prevented Hunter from negotiating an additional element of compensation even though he was already employed. Employers, of course, retain the authority to make the terms of such compensation discretionary, but when they agree to a plain quid pro quo conditioned on discrete work performed that triggers the payment, it is not a discretionary or gratuitous promise. See *Mosaic Bus. Advisory Servs., Inc. v. Stone*,

336 Ga. App. 28, 32(1) n. 7 (784 SE2d 426) (2016) ("'Even in an at-will agreement, the employer is not at liberty to change the agreed rate of pay after the associated work has been performed.'"). Cf. *Zulke v. AC&DC Power Tech., LLC*, 356 Ga. App. 299, 302–03(1) (846 SE2d 624) (2020) ("[A]lthough *'a promise to pay wages of a sum certain is enforceable after performance by the employee*, a promise to change the terms of compensation in the future is not enforceable.'") (emphasis added and omitted). Compare *E. D. Lacey Mills*, 183 Ga. App. at 360(3) ("A promise to pay a bonus or to increase wages in the future is clearly an executory obligation. It is the general rule that a hiring indefinite as to time is terminable at the will of either party and creates no executory obligations.") (quotation marks omitted).

2. *Equitable claims*. For similar reasons, Hunter contends that the trial court erred by granting summary judgment on his claims for relief in equity — unjust enrichment and promissory estoppel — to the extent that he lacked a remedy at law for breach of contract. See generally *Brice v. SSA NE Assets, LLC*, 376 Ga. App. 113, 119(1) (918 SE2d 164) (2025) ("'[E]quity will not grant relief where there is an adequate and complete remedy at law.'"). We address them in that light.

(a) *Unjust enrichment.* "'The theory of unjust enrichment applies when there is no legal contract and when there has been a benefit conferred which would result in an unjust enrichment unless compensated.'" *T&B, LLC v. Sambi*, 380 Ga. App. 636, 643(2)(a) (933 SE2d 77) (2026). We have held that there is at least a factual dispute as to whether Hunter was entitled to a 50 percent share of the Nickerson fee collected by Casino. Therefore, to the extent an equitable remedy would apply here, and to the extent that the trial court held as a matter of law that Hunter "did not confer a benefit for which he had remained uncompensated," the trial court erred.

(b) *Promissory estoppel.*

> Under the Georgia action for promissory estoppel, the essential elements are that: (1) the defendant made a certain promise or promises; (2) the defendant should have reasonably expected the plaintiff to rely on such promise or promises; (3) plaintiff did, in fact, rely on such promise or promises to his detriment; and (4) an injustice can be avoided only by the enforcement of the promise, because the plaintiff surrendered, forgoes, or rendered a valuable right.
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> The doctrine of promissory estoppel basically substitutes action or forbearance (i.e., reliance) by the promisee for the consideration which would otherwise be lacking. But promissory estoppel cannot be applied unless the promisee reasonably relied on the promise.

Pabian Outdoor-Aiken v. Dockery, 253 Ga. App. 729, 730-31 (560 SE2d 280) (2002) (cleaned up).

Here, the trial court ruled that any fee sharing promise was too vague with respect to the Nickerson account. But as noted above, the record contains evidence supporting a sufficiently definite promise to share the Nickerson fees such that a factfinder could determine that Hunter was not unreasonable in relying on that promise when he endeavored to attract Nickerson. Further, there is testimony supporting an inference that Hunter was not required to obtain these clients as part of his salaried employment, and he chose not to pursue another referral avenue based on the fee sharing promise made by Salzillo. Based on this record, to the extent that promissory estoppel theory is appropriate in the absence of a remedy at law, the trial court erred by granting summary judgment on the ground of indefiniteness or unreasonable reliance. See *Cheeley Invs., L.P. v. Zambetti*, 332 Ga. App. 115, 120(2) (770 SE2d 350) (2015) (recognizing the enforceability of a promise to pay an amount ascertainable at the time of performance and explaining that "[w]hether the promise acted as a catalyst that induced [a party's actions], and whether such reliance was reasonable under the circumstances, are questions for the jury").

In summary, the record contains genuine factual disputes that give rise to triable issues as to Hunter's claims for breach of contract, promissory estoppel, and unjust enrichment. Accordingly, the trial court erred by granting summary judgment in favor of Casino.

Judgment reversed. Davis and Whitaker, JJ., concur.