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STATE OF MICHIGAN

COURT OF APPEALS

KEITH STOCKMEYER,

Plaintiff-Appellant,

v

HUTSON INC. OF MICHIGAN,

Defendant-Appellee.

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September 28, 2026
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No. 370600
Bay Circuit Court
LC No. 2022-003395-CD

Before: MARIANI, P.J., and FEENEY and TREBILCOCK, JJ.

PER CURIAM.

In this wrongful discharge action, plaintiff claims his former employer terminated his employment because of his age and despite making him certain payment guarantees prior to his termination. We affirm the trial court's grant of summary disposition in defendant's favor.

I. FACTUAL BACKGROUND AND PROCEDURAL HISTORY

Defendant, Hutson Inc. of Michigan (Hutson), sells and services agricultural equipment. In May 2021, it purchased several stores previously operated by Bader & Sons (Bader), including the Linwood store, at which plaintiff Keith Stockmeyer worked as an agricultural machinery salesman. Hutson's acquisition brought about many changes for Bader's employees. One major shift was how Hutson planned to compensate its salespeople, whom it often called "Customer Account Managers" (CAMs). The compensation-plan change was a source of substantial discomfort for plaintiff.

More specifically, Hutson transitioned CAMs from salary-based compensation to a commission-driven system. This was no secret to the Bader salespeople, including Stockmeyer. Before finalizing the acquisition, Hutson executives spoke to them about the commission-based compensation structure employed at its existing locations; and in the months following the acquisition, management personnel reiterated this change during weekly meetings. Stockmeyer largely does not dispute being aware of the proposed changes.

Hutson rolled out this shift in waves to facilitate the transition. For the remainder of 2021, it kept the CAMs' pre-acquisition salaries in place. Beginning in 2022, Hutson implemented the

commission plan but guaranteed CAMs would receive at least their base salaries through the end of that year if they earned less under the commission plan. The salespeople who transitioned from Bader to Hutson, including Stockmeyer, understood this salary guarantee to mean that CAMs would only earn their 2022 salaries so long as they continued working for Hutson. Hutson fully transitioned to commission-based pay in 2023.

Despite being unhappy with the impending changes to the compensation plan, Stockmeyer remained with Hutson after the acquisition. Between September and November 2021, however, he was involved in three incidents that Hutson ultimately deemed insubordinate. Those events culminated in his discharge.

First came the "RTK incident." His supervisor, Shawn Marcus, twice directed Stockmeyer to reach out to customers regarding a GPS-signal service (called RTK). Stockmeyer ignored those requests. Hutson did not reprimand Stockmeyer for those failures.

The "KB incident" followed the next month. KB was a customer of Stockmeyer's for many years. A Hutson salesperson contacted KB with information concerning when certain products would be delivered. That upset Stockmeyer, who sent an email in all caps stating that he "would sure hope someone" was not "trying to go around [his] back and trying to take" KB, that he "sure hope[d]" that approach was not "what [wa]s going to happen down the road in the future," and that he "just wanted everyone involved to know this better stop right now [and] before we go into the future of commissions!" Marcus's supervisor, Chris Dilday, found the e-mail accusatory and unprofessional, in large part because Stockmeyer sent it without first speaking to the salesperson or management. So, Dilday and Marcus reprimanded Stockmeyer in person, explaining (a) "that kind of email and . . . performance was unacceptable," (b) Hutson would not "tolerate" the making of threats or accusations, and, (c) if Stockmeyer had issues with anyone, he needed to speak about and resolve them professionally, rather than "making accusations."

That takes us to the "commission-plan incident," which ultimately gives rise to this case. Hutson distributed its formal commission plan to all CAMs in November 2021. Within an hour, Stockmeyer e-mailed Marcus to express his dissatisfaction. Because that e-mail and several of the ensuing exchanges are critical to this appeal, we recite them here in full.

Kicking off the exchange, Stockmeyer—again with all caps that we have omitted for the sake of readability—wrote Marcus:

> Shawn, this is a joke. I have been on commission before, it doesn't work, I don't know who they think they are fooling. The percentages are smaller than they talked in our big meeting up north, I knew all about charge backs, I knew all about chasing your deals and trying to get paid. This is Tri County all over, just like a book, from John Deere. No I am not happy, I took my profit made just for me in your last sales report in October. And took an average percentage and it comes up about 1/3 of my salary. For the 5-months they have owned us. Bitzer had the [gall] to tell me I must be paid too much, too big of [a] salary. I am just venting right now, but you guys have your hands full. Just trying to keep who you have, let alone trying to get help. Good luck. Have a great Thanksgiving. If I he[ar] you sent this to Chris or any higher up, that will finish it for me.

Marcus responded:

> I'm going to chalk up the fact that you just gave me an ultimatum to you being frustrated and look past it for now. Instead of finding all of the negatives in this plan 20 minutes after it was introduced, let's give it a chance. #1. Your current salary is locked for next year. #2. Nothing is written in stone . . . maybe we get part way thru next year and realize this program isn't working for Michigan. But how will we know until we give it a shot? #3. We're working to solidify this customer list and going forward [agricultural] salesmen will be on the road 80% of the time. You and every other [agricultural] salesman will automatically sell more just from being away from all the distractions that come from sitting in the store. Linwood is one of the worst stores that I've seen for customers coming in and "hanging out". Add in the assistance Kevin's team will provide in the form of getting demo's setup and training done on new deliveries (both of which took a lot of time for the salesman in the past).
>
> Is the plan perfect? Maybe not. But let's give it the benefit of the doubt and give [it] a try. [Ellipsis in original.]

To this, Stockmeyer replied only: "If linwood is such a bad store, don't bother stopping in anymore. Just let it rest."

Marcus forwarded the above exchange to Dilday, who responded:

> I think the points you made to him are all valid. And Keith's further responses just show that he is resolved to the fact (in his head) that the world is against him, he can't be successful, and that trying to work smarter/harder/better (different) than he has in the past will not bring any success. Th[e] fact is, he has not been successful using his current method and he has been allowed to underproduce with little/no accountability holding him to a minimum standard. That part isn't his fault, but now that accountability is introduced, he lashes out and reacts unprofessionally on already multiple occasions that I've witnessed.
>
> The part I don't like is his ultimatum. We won't have that. We're not going to allow anyone to do that to anyone in our organization and I'm absolutely not going to let it happen to you. In my mind, Keith just got himself fired. I'm willing to listen to you [i]f you disagree, but we've been down this road before and we are [not] going to tolerate assholes and [t]his fits that description. He's saying that to you, so it is almost certain he is saying it to his co-workers, spreading his toxic attitude.
>
> Allowing this to continue will only bring us regret that we didn't do it already.
>
> Let's discuss in detail Monday if you are available.

Citing a pattern of insubordination associated with the three incidents, Hutson fired the 63-year-old Stockmeyer in late November 2021. Dilday made the ultimate termination decision,

which he, Marcus, and Erin Smith (Hutson's HR director) communicated in person to Stockmeyer. Shortly after his termination, Stockmeyer's counsel sent Hutson a request for records "pursuant to" the Bullard-Plawecki Employee Right to Know Act, MCL 423.501 *et seq*. Smith understood this as a request for Stockmeyer's complete personnel record, which she produced in early 2022.

Stockmeyer sued Hutson thereafter, alleging (1) age discrimination in violation of the Elliott-Larson Civil Rights Act (ELCRA), MCL 37.2101 *et seq*., and (2) promissory estoppel (based on the 2022 salary guarantee). During the course of the ensuing litigation, Hutson sent Stockmeyer two supplements to his personnel record. Hutson then moved for summary disposition under MCR 2.116(C)(10), with which the trial court agreed and dismissed Stockmeyer's suit entirely. He now appeals as of right.

II. STANDARD OF REVIEW

"A motion for summary disposition under MCR 2.116(C)(10) tests the factual sufficiency of a claim." *McMaster v DTE Energy Co*, 509 Mich 423, 431; 984 NW2d 91 (2022). To resolve such a motion, "a trial court considers affidavits, pleadings, depositions, admissions, and documentary evidence filed in the action or submitted by the parties in the light most favorable to the party opposing the motion." *Buhl v Oak Park*, 507 Mich 236, 242; 968 NW2d 348 (2021) (quotation marks and citation omitted). "If the evidence fails to establish a genuine issue regarding any material fact, the movant is entitled to judgment as a matter of law." *Bank of America, NA v First American Title Ins Co*, 499 Mich 74, 85; 878 NW2d 816 (2016). This Court reviews de novo a trial court's resolution of a (C)(10) motion, *Yang v Everest Nat'l Ins Co*, 507 Mich 314, 320; 968 NW2d 390 (2021), as well as any underlying issues of statutory interpretation, *Miller v Dep't of Corrections*, 513 Mich 125, 133; 15 NW3d 129 (2024).

III. AGE-DISCRIMINATION CLAIM

Stockmeyer claims the record included sufficient evidence of age discrimination to preclude summary disposition. We disagree.

A. NARROWING THE ISSUES ON APPEAL

As part of his challenge to the trial court's dismissal of his age-discrimination claim, Stockmeyer contends that the trial court erroneously allowed Hutson to rely on documents it failed to produce as required under the Bullard-Plawecki Employee Right to Know Act (Bullard-Plawecki). Bullard-Plawecki generally requires employers to provide employees access to their relevant personnel records used by the employer in making most employment decisions. See MCL 423.501(2)(c); MCL 423.503; MCL 423.504. Failure to provide the requested records can, in some cases, result in the records being excluded as evidence during litigation. MCL 423.502. Stockmeyer claims the trial court erred in failing to exclude certain records which were admittedly not provided by Hutson in its initial response to Stockmeyer, but which were later produced during discovery. We need not resolve this issue because, as set forth next, the trial court had grounds to grant summary disposition in Hutson's favor even without considering those documents. For purposes of the forthcoming analysis, we thus do not rely on any documents that appear only in the supplemental personnel record productions (except to the extent Stockmeyer, himself, substantively relies on them in support of his age-discrimination arguments).

B. ANALYSIS

The ELCRA prohibits an employer from "discharg[ing]" or "otherwise discriminat[ing] against an individual with respect to employment, compensation, or a term, condition, or privilege of employment . . . because of . . . age . . . ." MCL 37.2202(1)(a). A plaintiff may prove discriminatory treatment in violation of the ELCRA through either (1) direct evidence or (2) indirect or circumstantial evidence. *Major v Village of Newberry*, 316 Mich App 527, 540; 892 NW2d 402 (2016). Stockmeyer contends he provided the trial court with direct evidence that age was a motivating factor in his firing. And even if he did not, he argues, he nonetheless established a prima facie case of age discrimination and demonstrated the pretextual nature of each of Hutson's proffered reasons for firing him. We reject each argument in turn.

1. DIRECT EVIDENCE

Direct evidence "is evidence which, if believed, requires the conclusion that unlawful discrimination was at least a motivating factor in the employer's actions." *Id*. (quotation marks and citation omitted). Stockmeyer identifies three alleged pieces of "direct evidence" of age discrimination: (1) his "pretextual termination," (2) the "elimination" or "accelerated retirements" of other older employees at Hutson, and (3) Dilday's e-mails before and after Stockmeyer's firing. But this proffered evidence, even when viewed in a light most favorable to Stockmeyer, *Buhl*, 507 Mich at 242, does not equate in any degree to examples this Court has found "requires the conclusion that unlawful discrimination was at least a motivating factor in [Hutson]'s actions," *Major*, 316 Mich App at 540 (quotation marks and citation omitted). See, e.g., *DeBrow v Century 21 Great Lakes, Inc*, 463 Mich 534, 538; 620 NW2d 836 (2001) (identifying as "direct evidence of unlawful age discrimination" the plaintiff's testimony that his superior told him, during the conversation in which he was fired, "that he was 'getting too old for this shit' ").

2. INDIRECT EVIDENCE

In the absence of direct evidence, a plaintiff must proceed under the familiar burden-shifting framework set forth in *McDonnell Douglas Corp v Green*, 411 US 792; 93 S Ct 1817; 36 L Ed 2d 668 (1973), which "allows a plaintiff to present a rebuttable prima facie case on the basis of proofs from which a factfinder could *infer* that the plaintiff was the victim of unlawful discrimination." *Hazle v Ford Motor Co*, 464 Mich 456, 462; 628 NW2d 515 (2001) (quotation marks and citation omitted). First, the plaintiff must "offer a 'prima facie case' of discrimination." *Id*. at 463. As relevant here, this requires proving that the plaintiff (1) "was a member of the protected class," (2) "suffered an adverse employment action," (3) "was qualified for the position," and (4) suffered the adverse employment action "under circumstances that give rise to an inference of unlawful discrimination." *Lytle v Malady*, 458 Mich 153, 172-173; 579 NW2d 906 (1998). See also *Wilcoxon v Minnesota Mining & Mfg Co*, 235 Mich App 347, 361; 597 NW2d 250 (1999) (setting forth the same elements).

Stockmeyer can demonstrate the first three elements of his prima facie case—i.e., that he was a member of a protected class (he was 63 years old when fired), suffered an adverse employment action (his firing), and was qualified for the CAM position (which Hutson has not disputed). *Major*, 316 Mich App at 540-541. We thus focus our attention on the fourth prima facie element to resolve his appeal. A plaintiff can prove the fourth element by demonstrating that

the employer replaced him or her with a younger person, *Lytle*, 458 Mich at 177, or treated the plaintiff differently than a similarly situated person of a different class for the same or similar conduct, *Town v Mich Bell Tel Co*, 455 Mich 688, 695; 568 NW2d 64 (1997); *Wilcoxon*, 235 Mich App at 361. Stockmeyer cannot demonstrate a prima face case because his proffered evidence falls short of demonstrating the fourth element—i.e., that Hutson either (1) replaced him with a younger person, *Lytle*, 458 Mich at 177, or (2) treated him differently than a similarly situated person of a different class for the same or similar conduct, *Town*, 455 Mich at 695; *Wilcoxon*, 235 Mich App at 361.

First, Stockmeyer has not shown that Hutson replaced him with a younger person. Stockmeyer claims Dusty Humm initially replaced him, but the record does not bear that out. Hutson did not instruct Humm to take over Stockmeyer's customers, and Humm never considered himself Stockmeyer's replacement. To be sure, Humm finished some of Stockmeyer's outstanding deals, but he did so on his own accord without instruction from Hutson merely for the benefit of the customers and Stockmeyer. Marcus, for his part, additionally described Hutson as having reassigned Stockmeyer's existing deals "[b]ased on geographic area"—i.e., to "whoever the closest salesman was to [the customer's] area." See *Lilley v BTM Corp*, 958 F2d 746, 752 (CA 6, 1992) ("Spreading the former duties of a terminated employee among the remaining employees does not constitute replacement.").[1] And "once [Hutson] got a new salesman in [the Linwood store]," Marcus said, that salesman "started calling on" Stockmeyer's former customers as to future deals. Marcus did not identify that salesperson as Humm and, notably, Humm was not "new"—he had worked as an agricultural salesman at the Linwood store since 2012. Nor did Marcus identify the "new" salesman as Price Helmreich, Stockmeyer's second claimed replacement. Helmreich became a salesman six months after Stockmeyer's termination, and Stockmeyer has not identified any evidence—other than Helmreich's later becoming a CAM at Stockmeyer's former store—indicating that Helmreich in fact replaced him or took over his customers.

Second, Stockmeyer fails to demonstrate that Hutson treated him differently from the other employees he identifies as being similarly situated, Timothy Voelker and Alissa Mehney. The record demonstrates that Voelker and Stockmeyer received the same treatment for their alleged insubordination—Hutson fired them both. While Stockmeyer claims Hutson nonetheless treated them differently because Voelker was on a performance improvement plan at the time of his firing, the record demonstrates that the plan related to Voelker's performance, not insubordination. And to the extent Stockmeyer claims Hutson had conversations with Voelker about his insubordination before firing him, the same can be said for Stockmeyer. That is, Hutson did not immediately fire him after the first two instances of insubordination, and Dilday and Marcus spoke to him about his unacceptable behavior after the second incident. Stockmeyer has failed to demonstrate that Hutson treated the two differently in any meaningful way, and the comparison thus does not "give rise to an inference of unlawful discrimination." *Lytle*, 458 Mich at 172-173. See also *Town*, 455 Mich at 695 (a prima facie case relevantly requires the employee to show that "others, similarly situated and outside the protected class, were *unaffected by the employer's adverse conduct*") (emphasis

[1] "Although decisions of lower federal courts are not binding on this Court, they may be considered persuasive or informative." *Lakeside Retreats LLC v Camp No Counselors LLC*, 340 Mich App 79, 95 n 3; 985 NW2d 225 (2022).

added); *Wilcoxon*, 235 Mich App at 361 ("Circumstances give rise to an inference of discrimination when the plaintiff was *treated differently* than persons of a different class for the same or similar conduct.") (quotation marks and citation omitted; emphasis added).

As for Mehney, Stockmeyer claims she is similarly situated on the basis of (1) Hutson's stated policy of terminating, without warning, any employee who engaged in insubordination; and (2) an HR employee's general testimony that, as two employees of Hutson, there was no reason to treat Stockmeyer and Mehney differently. But such evidence falls short of demonstrating that Mehney was "similarly situated" to Stockmeyer—i.e., that "all of the relevant aspects" of her employment situation were "nearly identical" to his. *Town*, 455 Mich at 699-700 (quotation marks and citation omitted). Contrary to Stockmeyer's claims, the record demonstrates that none of the relevant aspects of Mehney's employment were similar to Stockmeyer's, let alone nearly identical: she was a service clerk who worked in a repair shop (not a salesperson or CAM), had different supervisors than Stockmeyer,[2] and neither Marcus nor Dilday participated in the decision to terminate her. And while both engaged in conduct classified as insubordination, Stockmeyer has not shown that their relative misconduct was equivalent in nature or priority, particularly considering their different roles within Hutson. Under these circumstances, Stockmeyer has not demonstrated that any differential treatment between him and Mehney was because of age.

3. PRETEXT

Even if one were to disagree with our prima facie assessment, Stockmeyer's claim fails for an independent reason—lack of pretextual evidence.

Once a plaintiff successfully establishes a prima facie case of discrimination, the burden shifts to the defendant "to articulate a legitimate, nondiscriminatory reason for its employment decision"—i.e., to "produc[e] evidence that its employment actions were taken for a legitimate, nondiscriminatory reason." *Hazle*, 464 Mich at 464 (citation omitted). "If the defendant gives a legitimate, nondiscriminatory reason for the employment decision, the presumption of discrimination is rebutted, and the burden shifts back to the plaintiff to show that the defendant's reasons were not the true reasons, but a mere pretext for discrimination." *White v Dep't of Transp*, 334 Mich App 98, 108; 964 NW2d 88 (2020) (quotation marks and citation omitted).

"At that point, in order to survive a motion for summary disposition, the plaintiff must demonstrate that the evidence in the case, when construed in the plaintiff's favor, is sufficient to permit a reasonable trier of fact to conclude that discrimination was a motivating factor for the adverse action taken by the employer toward the plaintiff." *Id*. at 109 (quotation marks and citations omitted). A plaintiff may do so "(1) by showing the reasons had no basis in fact, (2) if they have a basis in fact, by showing that they were not the actual factors motivating the decision, or (3) if they were factors, by showing that they were jointly insufficient to justify the decision." *Major*, 316 Mich App at 542 (quotation marks and citation omitted).

[2] Stockmeyer claims that "Mehney fell under the purview of Dilday, just as Stockmeyer did." Yet the affidavit he cites as the sole support for this claim indicates that "Mr. McAuley" and Bitzer—not Marcus or Dilday—were Mehney's supervisors.

Hutson met its subsequent burden of articulating a legitimate, nondiscriminatory reason for firing him: insubordination arising from the RTK, KB, and commission-plan incidents. *Hazle*, 464 Mich at 464. That shifts the burden to Stockmeyer to demonstrate that Hutson's stated reasons were a pretext for age discrimination. *White*, 334 Mich App at 108. His effort here falls short—viewing the record evidence in a light most favorable to Stockmeyer, it does not reveal that Huston's stated reasons for firing him (1) had no basis in fact, (2) were not the actual factors motivating the decision, or (3) were insufficient to justify his termination. *Major*, 316 Mich App at 542.

Basis in Fact. There is no dispute that Stockmeyer sent the KB- and commission-plan-related e-mails. Stockmeyer concedes that, after sending the commission-plan e-mail, he voiced his dissatisfaction with the plan—including the anticipated reduction in his earnings—with his coworkers. He likewise admitted to failing to comply with Marcus's repeated instructions to reach out to customers regarding impending RTK changes, and to ignoring Marcus's follow-up regarding whether he did so. Hutson's proffered reasons for firing Stockmeyer thus have a basis in fact.

Actual Factors Motivating Termination. The record also demonstrates that these incidents actually motivated Hutson's firing of Stockmeyer. Dilday made the ultimate decision to fire Stockmeyer, with which Marcus agreed. Both Marcus and Smith—each of whom participated in Stockmeyer's termination meeting along with Dilday—identified three reasons for his firing: the RTK, KB, and commission-plan incidents. And according to Smith, all three incidents were known to them at the time of Stockmeyer's termination.

Dilday, for his part, affirmed that the November 2021 commission-plan e-mails were "where [he] determined to terminate" Stockmeyer. Although Stockmeyer claims Dilday's e-mail from that day evidences an age-based motive for terminating him, its plain language both indicates that Dilday chose to do so because of the "ultimatum" Stockmeyer gave Marcus and corroborates Marcus's and Smith's claims that the other two incidents played a role. More specifically, Dilday stated that they would not "tolerate assholes," and expressed having witnessed Stockmeyer "lash[] out and react[] unprofessionally" on "multiple occasions," i.e., the RTK and KB incidents.

Attempting to poke holes in Hutson's stated reasons for his termination, Stockmeyer insists that Hutson "discovered" the RTK and KB incidents after his termination due to later-created documents included in the supplemental personnel-record productions. That Hutson created documents supporting Stockmeyer's termination afterwards does not equate to unknown reasons for his termination at the time of his firing. And as discussed, Smith specifically testified that all three bases for the decision were known to her when Hutson fired Stockmeyer.

Sufficient to Justify Termination. Finally, the record demonstrates that the identified reasons for firing Stockmeyer were sufficient to justify his termination. Stockmeyer's employment with Hutson was at will. Hutson's employee handbook notified employees that Hutson could fire them for insubordination (defined as "defiance of authority; refusal to obey orders") or "other disrespectful conduct." And various Hutson management and HR personnel testified regarding Hutson's practice of immediately terminating insubordinate employees, in which cases it did not provide warnings or apply its general progressive-discipline policy. Stockmeyer, for his part,

understood that "defiance of authority or refusal to obey orders at Hutson could result in termination[.]"

According to Smith, Stockmeyer was fired for insubordination related to all three incidents. Stockmeyer's admitted refusal to comply with Marcus's instructions to follow-up with customers regarding the RTK changes plainly falls within the employee-handbook definition of insubordination, and Marcus identified it as such. Dilday's November 2021 e-mail and testimony indicate that he found each incident unprofessional and beyond the scope of what Hutson could tolerate from its employees; testimony from Marcus, Dilday, and Stockmeyer describe a meeting between the three shortly after the KB e-mail, at which they discussed the unacceptable nature of Stockmeyer's behavior and warned him that such behavior would not be tolerated; and Dilday's response upon reviewing Stockmeyer's commission-plan e-mails indicates that those e-mails, considered within the larger context of Stockmeyer's previous behavior, induced Dilday's decision to fire him.

Stockmeyer insists he was not insubordinate. However, "[i]t is insufficient for a plaintiff to simply show that the employer's decision was wrong or mistaken, since the factual dispute at issue is whether discriminatory animus motivated the employer, not whether the employer is wise, shrewd, prudent, or competent." *Campbell v Human Servs Dep't*, 286 Mich App 230, 241; 780 NW2d 586 (2009) (quotation marks and citation omitted). And here, Stockmeyer has not identified any record evidence calling into question whether age-related "discriminatory animus" was a determining factor in his termination. Instead, the record only indicates that (a) Hutson had a policy of terminating employees for insubordination or disrespectful conduct, (b) Stockmeyer repeatedly engaged in such conduct despite warnings, and (c) Dilday decided to fire him as a result of his behavior.

IV. PROMISSORY ESTOPPEL

Stockmeyer further asserts that the trial court erred by granting summary disposition as to his promissory-estoppel claim. We again disagree.

To prevail on a promissory-estoppel claim, a plaintiff must prove three elements: "(1) a promise, (2) that the promisor should reasonably have expected to induce action of a definite and substantial character on the part of the promisee, and (3) that in fact produced reliance or forbearance of that nature in circumstances such that the promise must be enforced if injustice is to be avoided." *Cove Creek Condo Ass'n v Vistal Land & Home Dev, LLC*, 330 Mich App 679, 713; 950 NW2d 502 (2019) (quotation marks and citation omitted). Here, there is simply no evidence of the promise Stockmeyer claims Hutson made—i.e., to pay his 2022 salary *regardless of his employment status*. Indeed, Stockmeyer admitted during his deposition that (1) Hutson had not provided any written documentation making such an unconditional promise, (2) he understood the pre- and post-acquisition oral representations from Hutson's management to mean he needed to work for Hutson in 2022 in order to earn his salary, and (3) he did not work a single day in 2022 and therefore "should have earned no salary[.]" These admissions foreclose his claims that Hutson made an unconditional promise to pay his 2022 salary regardless of his employment status, that it should have reasonably expected such promise to induce some action on Stockmeyer's part, and that he in fact relied on the promise. Without those necessary promissory-estoppel elements, we

cannot agree with Stockmeyer's assertion that the trial court should have nonetheless evaluated whether any resulting injustice occurred.

In sum, the trial court thus correctly granted summary disposition in Hutson's favor as to Stockmeyer's promissory-estoppel claim.

V. CONCLUSION

For these reasons, we affirm the trial court's judgment.

/s/ Philip P. Mariani
/s/ Kathleen A. Feeney
/s/ Christopher M. Trebilcock