

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND
BUSINESS COURT**

ANQUNETTE SARFOH,

Plaintiff,

v

**Case No. 24-205766-CB
Hon. Michael Warren**

**HAROLD SULLIVAN and
HRS AGRICULTURE, LLC,**

Defendants.

**OPINION AND ORDER REGARDING
DEFENDANTS' MOTION FOR SUMMARY DISPOSITION IN LIEU OF AN
ANSWER PURSUANT TO MCR 2.116(C)(8)**

**At a session of said Court, held in the
County of Oakland, State of Michigan
November 5, 2025**

PRESENT: HON. MICHAEL WARREN

OPINION

**I
Overview**

The present cause of action arises out of an employment dispute by Anqunette Sarfoh ("Sarfoh") against HRS Agriculture, LLC ("HRS"), her former employer, and

Harold Sullivan (“Sullivan”), the majority member of HRS.¹ In particular, Sarfoh alleges Detrimental Reliance (Count I), Breach of Fiduciary Duties (Count II), and Unjust Enrichment (Count III).

Before the Court is Defendants’ Motion for Summary Disposition in Lieu of an Answer Pursuant to MCR 2.119*(C)(8). Oral argument is dispensed as it would not assist the Court in its decision-making process.²

At stake is whether summary disposition of the Detrimental Reliance (Count I) claim is warranted because Sarfoh failed to adequately plead a clear and definite promise upon which she detrimentally relied? Because Sarfoh sufficiently pled specific promises that she would be paid a specific amount of compensation, the answer is “no.”

Also at stake is whether summary disposition of the Breach of Fiduciary Duty (Count II) claim is warranted because Sarfoh failed to adequately plead the requisite duty? Because Sarfoh has failed to respond to Sullivan’s arguments and failed to plead the elements of duty and breach with the required specificity, the answer is “yes.”

¹ On October 23, 2025, this Court entered an Order granting Default Judgment against HRS in the amount of \$1,217,584.00. Accordingly, this Opinion pertains exclusively to Sullivan.

² MCR 2.119(E)(3) provides courts with discretion to dispense with or limit oral argument and to require briefing. MCR 2.116(G)(1) specifically recognizes application of MCR 2.119(E)(3) to summary disposition motions. Subrule (G)(1) additionally authorizes courts to issue orders establishing times for raising and asserting arguments. This Court’s Scheduling Order clearly and unambiguously set the time for asserting and raising arguments, and legal authorities to be in the briefing – not to be raised and argued for the first time at oral argument. Therefore, all parties have been afforded due process as they each had notice of the arguments and an opportunity to be heard by responding and replying in writing, and this Court has considered the submissions to be fully apprised of the parties’ positions before ruling. Because due process simply requires parties to have a meaningful opportunity to know and respond to the arguments and submissions which has occurred here, the parties have received the process due.

Finally at stake is whether summary disposition of the Unjust Enrichment (Count III) claim is warranted because Sarhof failed to adequately plead a benefit conferred upon Sullivan? Because Sarfoh has sufficiently pled that she rendered services to Sullivan without compensation, the answer is “no.”

II Background

Sullivan is the majority member of HRS, a Michigan limited liability company that owns and operates a cannabis growing facility in Macomb County, Michigan.³ Sarfoh is a former local news anchor who began advocating for the use of cannabis after she became disabled in 2016 and used cannabis in the management of her disability.⁴

In August 2020, Sarfoh’s husband met with Sullivan to discuss partnering in HRS.⁵ In January 2021, Sullivan asked Sarfoh to assist him and HRS with marketing initiatives. Sarfoh accepted and commenced providing such services that same month.⁶ In February 2021, Sarfoh obtained a \$250,000 early buyout from her long-term disability (“LTD”) in order to work for HRS.⁷ Sarfoh alleges she relied upon the promises of Sullivan when deciding to accept the early buyout of her LTD.⁸ In May 2021, Sullivan and Sarfoh’s husband executed an Operating Agreement for HRS designating both of them as

³ Complaint ¶ 3.

⁴ *Id.* ¶¶ 6-7. Once Sarfoh became disabled in 2016, she began receiving monthly long-term disability payments of \$13,056 per month. The payments were to continue until November 19, 2036. *Id.* ¶¶ 8-9.

⁵ *Id.* ¶ 10.

⁶ *Id.* ¶¶ 12-13.

⁷ *Id.* ¶¶ 14-15.

⁸ *Id.* ¶ 21.

Managers and Members of HRS.⁹ Sarfoh was named Chief Marketing Officer of HRS in June 2021.¹⁰ From January 2021 through May 2022, Sarfoh worked for HRS.¹¹ The tides changed in May 2022, when Sullivan locked out Sarfoh and her husband from HRS, allegedly terminating Sarfoh's employment wrongfully.¹² This law suit followed.

III Standard of Review

A motion for summary disposition pursuant to MCR 2.116(C)(8) tests the legal sufficiency of the complaint, not whether the complaint can be factually supported. *El-Khalil v Oakwood Healthcare, Inc*, 504 Mich 152, 159-160 (2019); *Pawlak v Redox Corp*, 182 Mich App 758 (1990). A motion for summary disposition based on the failure to state a claim upon which relief may be granted is to be decided on the pleadings alone. *Bailey v Schaaf*, 494 Mich 595, 603 (2013); *Parkhurst Homes, Inc v McLaughlin*, 187 Mich App 357 (1991). Exhibits attached to pleadings may be considered under MCR 2.116(C)(8) because they are part of the pleadings pursuant to MCR 2.113(C). *El-Khalil*, 504 Mich at 163. Matters of public record may also be considered. MCR 2.113(C)(1)(a). See also *Dalley v Dykema Gossett*, 287 Mich App 296, 301 n 1 (2010) (court documents are matters of public record that may be considered on a motion under MCR 2.116(C)(8)).

⁹ *Id.* ¶ 11.

¹⁰ *Id.* ¶ 16.

¹¹ *Id.* ¶ 17.

¹² *Id.* ¶¶ 18-20.

“All well-pleaded factual allegations are accepted as true and construed in a light most favorable to the nonmovant.” *Maiden v Rozwood*, 461 Mich 109, 119 (1999); *Wade v Dep’t of Corrections*, 439 Mich 158, 162 (1992). Summary disposition is proper when the claim is so clearly unenforceable as a matter of law that no factual development can justify a right to recovery. *Parkhurst Homes*, 187 Mich App at 360; *Spiek v Dept of Transportation*, 456 Mich 331, 337 (1998).

“[T]he mere statement of a pleader’s conclusions, unsupported by allegations of fact, will not suffice to state a cause of action.” *ETT Ambulance Serv Corp v Rockford Ambulance, Inc*, 204 Mich App 392, 395 (1994).

IV The Claim for Promissory Estoppel/ Detrimental Reliance (Count I) Has Been Properly Pled

A The Arguments¹³

Sullivan argues the Count I should be dismissed because Sarfoh fails to allege any “clear and definite” promise or any reasonable detrimental reliance on such a promise. Sarfoh counters that a jury question exists on all elements of her promissory estoppel claim. First, Sullivan made an unequivocal promise that he would pay her for services she performed as HRS’s Chief Marketing Officer. Sullivan also promised Sarfoh that she would earn more income working for HRS than on disability. Second, Sullivan should

¹³ The Court treats this count as a claim for promissory estoppel, given Sarfoh’s identification of it as a claim for detrimental reliance, a required element of a promissory estoppel claim.

have expected to induce action of a definite and substantial character on Sarfoh's part, given that for approximately four months he recruited her and zealously encouraged her to exit retirement. Third, Sarfoh relied upon Sullivan's promises to her financial detriment¹⁴ when deciding to exit retirement, take an early payout on her long-term disability to work HRS and never being paid by HRS.

B The Allegations

Count I is labeled "Detrimental Reliance," but there is no such cause of action. Instead, detrimental reliance is an element of Promissory Estoppel. See, e.g., M Civ JI 130.01. For purposes of this Motion, the Court overlooks the misnomer.

Count I alleges:

24. HRS is Michigan based corporation that specialize in the growing, cultivating and selling of recreational Cannabis throughout the state of Michigan.

25. Defendant is an Owner and Manager of HRS.

26. Prior to January 2021, Defendant Sullivan approached Plaintiff and requested that Plaintiff use her local notoriety to promote HRS.

27. Plaintiff and Sullivan negotiated and agreed that HRS would employ Plaintiff to be the Chief Marketing Officer of HRS.

28. Sullivan promised that Plaintiff would make more than \$13,000 per month as the Chief Marketing Officer of HRS and that Plaintiff would share in the growth and success of HRS.

¹⁴ Sarfoh contends that by joining HRS, she lost \$908,000.00 in tax free income as a result of accepting the early buyout of her long-term disability.

29. Sullivan promised that Plaintiff would make more money working with HRS that she would on disability.

30. In May, 2022, Defendants terminated Plaintiffs employment without cause.

31. Plaintiff relied on the promises of Sullivan and her employment with HRS when Plaintiff accepted the buyout of her LTD.

32. Plaintiff gave up \$13,056 per month until November 20, 2039 because of her reliance on Sullivan's promises and her employment with HRS.

C The Law on Promissory Estoppel

To assert a claim for promissory estoppel, a plaintiff must allege: “(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 the nature in circumstances such that the promise must be enforced if injustice is to be avoided.” *Novak v Nationwide Mut Ins Co*, 235 Mich App 675, 686-87 (1999). The threshold inquiry into the circumstances surrounding both the making of the promise and the promisee’s reliance on the promise is a question of law, while the existence and scope of the promise are questions of fact for the jury. *Gore v Flagstar Bank*, 474 Mich 1075, 1079 (2006), citing Restatement Contracts 2d, § 90, p 242.

Promissory estoppel requires an actual, clear, and definite promise. *Ypsilanti Twp v General Motors Corp*, 201 Mich App 128, 134 (1993). “A promise is a manifestation of intention to act or refrain from acting in a specified way, so made as to justify a promisee in understanding that a commitment has been made.” *State Bank of Standish v Curry*, 442

Mich 76, 85 (1993). “A promise may be stated in words, either orally or in writing, or may be inferred wholly or partly from conduct.” *Id.* at 84. Moreover, a promise must be distinguished from a statement of opinion, a prediction of future events, or a party’s will, wish, or desire for something to happen. *Id.* at 86. “[R]eliance is reasonable only if it is induced by an actual promise.” *Ypsilanti*, 201 Mich App at 134. In determining whether a requisite promise existed, courts are to objectively examine the words and actions surrounding the transaction in question as well as the nature of the relationship between the parties and the circumstances surrounding their actions. *Novak*, 235 Mich App at 687.

“Promissory estoppel may not be used to override the express agreement of the parties contained in written agreements. For the court to apply promissory estoppel under Michigan law, it must find that an implied agreement exists between the parties, in the absence of an express contract.” *APJ Assocs, Inc v N Am Philips Corp*, 317 F3d 610, 617 (CA 6, 2003) (citations omitted).

D Analysis

As to the first element, Sarfoh has sufficiently alleged that Sullivan made “clear and definite” promises. *Ypsilanti*, 201 Mich App at 134. First, Sullivan promised that Sarfoh would make more than \$13,000 per month as the Chief Marketing Officer of HRS and that Sarfoh would share in the growth and success of HRS.¹⁵ Second, Sullivan

¹⁵ Complaint, ¶ 28.

promised Sarfoh that she would make more money working with HRS than she would on disability.¹⁶

As to the second element, Sarfoh has sufficiently alleged that Sullivan made the promises with a reasonable expectation that she would rely upon them and substantially act in reliance on those promises. See *Novak*, 235 Mich App at 686. Sullivan enthusiastically recruited Sarfoh to work for HRS for several months, and zealously encouraged her to exit retirement, promising that her HRS compensation would exceed her disability income.¹⁷

As to the third element, Sarfoh has sufficiently pled actual and reasonable reliance on Sullivan's promises. See *Novak*, 235 Mich App at 687. She relied upon the promises made when deciding to exit her retirement, and take an early buyout of her long-term disability, foregoing \$13,056 per month until November 20, 2039,¹⁸ in order to work for HRS. She also worked for HRS with the expectation that she would be paid more than if she remained on LTD.¹⁹

In short, Sarfoh has sufficiently alleged a claim for promissory estoppel.

¹⁶ *Id.* ¶ 29.

¹⁷ *Id.* ¶¶ 12, 26, 28-29; Sarfoh's Response Brief, pp 3-4, 9-10.

¹⁸ Sarfoh alleges by taking the early buyout of her long-term disability, she lost \$908,000.00 in taxable income. Sarfoh's Response Brief, p 10.

¹⁹ Complaint, ¶¶ 15, 21, 31-32.

V
The Claim for Breach of Fiduciary Duty (Count II) Has Not Been Properly Pled

A
The Arguments

Sullivan argues that Sarfoh lacks standing to bring any such claim because no fiduciary relationship exists between the two parties. Rather than alleging facts to support her theory, Sarfoh summarily concludes that a fiduciary relationship exists and that Sullivan's undefined actions constituted breaches.

Sarfoh fails to acknowledge, address, or respond to any of Sullivan's arguments regarding Count II. In fact, Sarfoh's Response does not even cite or mention this claim at all.

B
The Allegations

The Complaint alleges as follows:

34. As a manager and majority member, Defendant Sullivan owes direct common law fiduciary duties to Plaintiff.

35. Defendant Sullivan is required to adhere to a special duty of care in the operation of the Company and to act fairly in the balancing of his personal interests against those of Plaintiff and the other officers who are not in control of the Company.

36. Indeed, the law requires that Defendant Sullivan act in the utmost good faith in the control and management as to Plaintiff and other managers and officers, and it is the essence of this trust that it must be so managed so as to produce to each officer the best possible return of her investment.

37. These, and other, duties prohibit Defendant Sullivan from engaging in conduct that diminishes the return or economic benefit that Plaintiff should be receiving as an officer and employee.

38. Further, Defendant Sullivan's fiduciary duties prohibit him from engaging in self-dealing to the detriment of the other officers.

39. By virtue of the conduct described herein, Defendant Sullivan has breached the fiduciary duties he owes to Plaintiff, the Company, and other officers and members.

40. Defendant Sullivan's breaches of his fiduciary duties have caused, and continue to cause, significant damages to Plaintiff through the elimination of a fair and reasonable economic benefit, or return on investment, from Plaintiffs work in HRS.

C

The Law on Breach of Fiduciary Duty

“To establish a claim for breach of fiduciary duty, a plaintiff must prove (1) the existence of a fiduciary duty, (2) a breach of that duty, and (3) damages caused by the breach of duty.” *Highfield Beach at Lake Mich v Sanderson*, 331 Mich App 636, 666 (2020).

“A fiduciary relationship is one in which one person is under a duty to act for the benefit of the other on matters with the scope of the relationship.” *Murphy v Inman*, 509 Mich 132, 146 (2022) (quotation marks and citation omitted). “A fiduciary duty is [a] duty to act for someone else’s benefit, while subordinating one’s personal interests to that of the other person.” *Wallad v Access BID CO, Inc*, 236 Mich App 303, 307 (1999). In all circumstances, a breach of fiduciary duty claim “requires that the plaintiff *reasonably* reposed faith, confidence and trust in the fiduciary.” *Rose v Nat’l Auction Group*, 466 Mich 453, 469 (2002) (citation omitted) (emphasis in original).

In addition, our Court of Appeals has explained when a fiduciary relationship exists:

A fiduciary relationship exists when there is a reposing of faith, confidence and trust and the placing of reliance by one upon the judgment and advice of another. *Williams v Griffin*, 35 Mich App 179 (1971). Relief is granted when such position of influence has been acquired and abused, or when confidence has been reposed and betrayed. The origin of the confidence and the source of the influence are immaterial. *Stephenson v Golden*, 279 Mich 710, 739 (1937).

[*Smith v Saginaw Sav & Loan Ass'n*, 94 Mich App 263, 274 (1979).]

The Court of Appeals has further elaborated:

A fiduciary duty arises where there is a fiduciary relationship between the parties. Familiar examples are: trustees to beneficiaries, guardians to wards, attorney to clients, and doctors to patients. The duty arises out of the relation subsisting between two persons of such a character that each must repose trust and confidence in the other and must exercise a corresponding degree of fairness and good faith.

[*Portage Aluminum Co v Kentwood Nat'l Bank*, 106 Mich App 290, 294 (1981), citing Black's Law Dictionary (4th ed) pp 753-754.]

D Analysis

As previously noted, Sarfoh fails to address or respond to any of Sullivan's arguments. Indeed, she fails to even make a passing mention or reference to this claim anywhere in her brief. However, "[t]rial courts are not research assistants of the litigants," and parties "have a duty to fully present their legal arguments to the court for its

resolution of their dispute.” *Walters v Nadell*, 481 Mich 377, 388 (2008). If Sarfoh does not care about this claim enough to defend it, the Court need not do so on her behalf. That would transfigure the Court from a neutral arbitrator into an advocate. By failing to join the argument, Sarfoh has abandoned any contra argument. See *Houghton v Keller*, 256 Mich App 336, 339-340 (2003) (failure to properly address the merits of one’s assertion constitutes abandonment of the issue).

Even if the Court were not to consider the argument abandoned (and it does), the Count is defective on the merits. Sarfoh specifies what a fiduciary duty requires and prohibits in her Complaint, but fails to adequately plead the existence and/or basis of a fiduciary duty owed by Sullivan, a majority member, to her, as an employee/director of HRS.²⁰

True enough, limited liability companies such as HRS can establish fiduciary relationships. See The Michigan Limited Liability Company Act, MCL 450.4101 *et seq.* One is set forth in MCL 450.4404(1): “A manager shall discharge the duties of manager in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the manager reasonably believes to be in the best interests of the limited liability company.” Additionally, MCL 450.4515 empowers a minority member to bring an action against a controlling member for willfully unfair and oppressive conduct. As such, the provision implicates a fiduciary

²⁰ Complaint, ¶¶ 34-38.

duty among members and a common law duty of good faith among such that members of a limited liability company owe fiduciary duties to each other and not just to the company itself. In sum, managers and members owe fiduciary duties to the company, and limited liability members owe one another fiduciary duties.²¹ But Sarfoh is not a member of HRS. As an employee²² and Chief Marketing Officer of HRS, she undeniably owed HRS a fiduciary duty – not the other way around.²³ Sarfoh has failed to sufficiently allege the existence of a fiduciary relationship to sustain her claim for breach of fiduciary duty.

In short, Count II is facially defective and should be dismissed.

²¹ See *Castle v Shoham*, unpublished per curiam opinion of the Court of Appeals, issued August 7, 2018 (Docket No. 337969), p 14.

²² Generally, the relationship between an employer and an employee is not regarded as fiduciary in nature. See *Bradley v Gleason Works*, 175 Mich App 459, 463-464 (1989) (finding no fiduciary relationship existed between employer and employee); *Utica Steel, Inc v Amormino*, unpublished per curiam opinion of the Court of Appeals, issued April 10, 2014 (Docket No. 309112), p 6 (finding no fiduciary duty between the president of the company and an employee); *Torok v Reliable Architectural Metals*, unpublished per curiam opinion of the Court of Appeals, issued May 30, 1997 (Docket No. 183481), p 3 (finding there was no support for plaintiff's argument that a fiduciary duty exists between a sole shareholder and an employee of the company); *Edwards Publications, Inc v Kasdorf*, unpublished per curiam opinion of the Court of Appeals, issued January 20, 2009 (Docket No. 281499), p 8 ("We fail to see how an ordinary employee-employer relationship such that exists here rises to the level of a fiduciary relationship deserving of special protection by the law").

²³ See e.g., *Petroleum Enhancer, LLC v Woodward*, 690 F3d 757, 766 (CA 6, 2012) (noting that directors and officers are fiduciaries who owe a strict duty of good faith to the legal entity they serve).

VI
The Claim for Unjust Enrichment (Count III) Has Been Properly Pled

A
The Arguments

Sullivan argues that Sarfoh fails to allege any enrichment to Sullivan, as Sarfoh fails to set forth any factual allegations in her Complaint to support her claim that Sullivan was unjustly enriched. Sarfoh has never worked for Sullivan, never created any work product for Sullivan, and has no relationship with Sullivan other than through her husband. As a result, Sullivan contends that the Complaint fails to state a claim upon which relief can be granted and should be dismissed pursuant to MCR 2.116(C)(8).

Sarfoh counters that Sullivan requested her marketing services, unjustly benefited from those services, and inequity resulted. Sarfoh contends there is a genuine issue of material fact regarding her claim for unjust enrichment, thereby precluding summary disposition at this juncture.

B
The Allegations

The Complaint alleges:

42. Plaintiff worked for HRS from January 2021 through May 2022.

43. Defendants failed to pay Plaintiff during the entire term of her employment with HRS.

44. Defendants received the benefit of Plaintiffs work, including but not limited to time, introductions and invitations to events and networking groups, social media posts, contact lists, and marketing materials.

C

The Law on Unjust Enrichment

“The elements of a claim for unjust enrichment are: (1) receipt of a benefit by the defendant from the plaintiff and (2) an inequity resulting to the plaintiff because of the retention of the benefit by the defendant.” *Barber v SMH (US), Inc*, 202 Mich App 366, 375 (1993) (citation omitted). The “law will imply a contract to prevent unjust enrichment only if the defendant has been unjustly or inequitably enriched at the plaintiff’s expense. *Morris Pumps v Centerline Piping Inc*, 273 Mich App 187, 195-196 (2006).

D

Analysis

First, Sarfoh has sufficiently alleged the receipt of benefits by Sullivan from the Sarfoh. See *Barber*, 202 Mich App at 375. The benefits received by Sullivan were Sarfoh’s “time, introductions and invitations to events and networking groups, social media posts, contact lists, and marketing materials.”²⁴

²⁴ Complaint, ¶ 44. Sarfoh’s Response also attempts to expand this listing by citing a Business Plan (Exhibit A to the Complaint) and otherwise flesh out what her responsibilities were in the Response. However, under MCR 2.116(C)(8), the Court is to look at the pleadings alone, and the Business Plan is not properly considered a part of a pleading. Simply being attached to the Complaint does not convert this document into a pleading. Instead, only written instruments attached to a complaint are properly considered part of the pleading pursuant to MCR 2.113(F). See, e.g., *Kind v Gies*, unpublished per curiam opinion of the Court of Appeals, issued November 8, 2011 (Docket No. 299825) pp 3, 5 (“Generally, a party seeking summary dismissal under MCR 2.116(C)(8) may not support or challenge a pleading ‘with documentary evidence such as affidavits, depositions, or admissions.’ *Dalley v Dykema Gossett PLLC*, 287 Mich App 296, 305 (2010).

Second, Sarfoh has adequately pled a “resulting inequity” because of the Sullivan’s retention of the aforementioned benefits. *Barber*, 202 Mich App at 375. Sarfoh contends that she worked for HRS from January 2021 through May 2022, and that she was not paid her during the entire term of her employment.²⁵ The Complaint alleges that Sullivan allegedly received the benefit of her work output and products for approximately sixteen months at no cost to HRS or Sullivan.

Sullivan’s real argument seems to be that factually only HRS received the benefit of Sarfoh’s work – not Sullivan. However, the pleading alleges both Defendants received the benefit. And it is pleading that matters under a motion brought pursuant to MCR 2.116(C)(8).

In short, Sarfoh has sufficiently alleged the requisite elements of an unjust enrichment claim.

Here, the court incorrectly treated the attached letters as part of the ‘pleading,’ which could be considered in a (C)(8) motion”; “Here, the letters from Gies include advice from an attorney to his client regarding the circumstances of her bankruptcy action. The letters do not include an agreement or contract for services. As such, these letters bear no resemblance to a ‘written instrument’ contemplated by MCR 2.113(F) [which provides that “written instruments” attached to a Complaint are considered part of the pleading]. And the letters do not form the basis of Kind’s complaint. Therefore, the letters are not a ‘pleading’ under MCR 2.110(A). The trial court erred in considering the letters along with the complaint in deciding Gies’s motion for summary disposition under MCR 2.116(C)(8)”).

²⁵ Complaint, ¶¶ 42-43.

ORDER

Based on the foregoing Opinion, the Defendants' Motion for Summary Disposition in Lieu of an Answer is GRANTED as to Count II (Breach of Fiduciary Duty) and is otherwise DENIED.

/s/ Michael Warren

**HON. MICHAEL WARREN
CIRCUIT COURT JUDGE**

