

STATE OF MICHIGAN
COURT OF APPEALS

COURTNEY P. JONES,

Plaintiff-Appellant,

v

BRANCH COUNTY, BRANCH COUNTY
BOARD OF ADMINISTRATORS, and JOHN
HANCOCK MUTUAL LIFE INSURANCE
COMPANY,

Defendants-Appellees.

UNPUBLISHED

March 30, 2001

No. 222808

Branch Circuit Court

LC No. 98-006374-CK

Before: Talbot, P.J., and Sawyer and F. L. Borchard*, JJ.

PER CURIAM.

Plaintiff appeals as of right from the trial court's orders denying his motion for partial summary disposition and granting defendants' motion for summary disposition. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Plaintiff, a physician, began working for the Community Health Center (CHC) of Branch County on April 1, 1991. As of October 1, 1991, plaintiff was eligible to participate in a pension plan offered by Branch County and administered by John Hancock Mutual Life Insurance Company; however, he did not join the plan until January 1, 1995. At that time, he purchased his three years and three months of previous service time.

In February 1996, plaintiff requested benefit estimates for retirement dates in 1997 and 1998. His request, made first to the Human Resources Director of the CHC, was forwarded to John Hancock via a county employee. That employee mistakenly informed John Hancock that plaintiff had purchased four years of service time. In April 1996, plaintiff executed a termination form which erroneously indicated that he was fully vested in the pension plan. Plaintiff voluntarily resigned his employment with the CHC effective April 30, 1996. Subsequently, plaintiff was informed that he was not fully vested in the pension plan because he had not participated for the required period of five years. His contributions to the plan, plus interest thereon, were returned to him.

* Circuit judge, sitting on the Court of Appeals by assignment.

Plaintiff filed suit alleging breach of contract, promissory estoppel, and equitable estoppel. In separate motions for partial summary disposition pursuant to MCR 2.116(C)(10), he argued that he was entitled to judgment as a matter of law both on the issue of Branch County's liability for the actions of the CHC under the doctrine of respondeat superior, and on the claim of promissory estoppel. Defendants moved to amend their answer, and moved for summary disposition pursuant to MCR 2.116(C)(7), (8), and (10). The trial court denied plaintiff's motions for partial summary disposition, denied defendants' motion to amend their answer, and granted defendants' motion for summary disposition. In granting defendants' motion for summary disposition, the court found that neither plaintiff nor the CHC employee who made the representation was an employee of Branch County. Therefore, no misrepresentation regarding plaintiff's vested status could be attributed to the county.

We review a trial court's decision on a motion for summary disposition de novo. *Harrison v Olde Financial Corp*, 225 Mich App 601, 605; 572 NW2d 679 (1997).

Plaintiff argues that the trial court erred by denying his motion for partial summary disposition as to Branch County's liability under the doctrine of respondeat superior. We disagree and affirm the trial court's decision. Plaintiff's argument that Branch County's admissions regarding its operation of the CHC and his status as a county employee were binding on the trial court is without merit. While factual admissions are binding on a court, see *Hunt v CHAD Enterprises, Inc*, 183 Mich App 59, 63; 454 NW2d 188 (1990), admissions regarding the law or the applicability of a statute carry no such weight. *Pleznac v Griva*, 86 Mich App 528, 533; 272 NW2d 712 (1978). Because the CHC was organized as an independent corporation, any liability it incurred could not be enforced against Branch County. MCL 331.1203(1); MSA 14.1148(203)(1); MCL 331.1213; MSA 14.1148(213). Plaintiff's claim that Branch County was liable for the acts of the CHC's employees under the doctrine of respondeat superior was precluded as a matter of law. The trial court correctly denied plaintiff's motion for partial summary disposition on this issue.

Plaintiff also argues that the trial court erred by granting defendants' motion for summary disposition.¹ We disagree and affirm the trial court's decision. The elements of promissory estoppel are: (1) a promise; (2) that the promisor should reasonably have expected to induce definite and substantial action on the part of the promisee; (3) which in fact produced such reliance; and (4) did so under circumstances such that the promise must be enforced to avoid injustice. *Schmidt v Bretzlaff*, 208 Mich App 376, 378-379; 528 NW2d 760 (1995). It is undisputed that at one time plaintiff was erroneously informed that he was fully vested in the pension plan sponsored by Branch County. However, that misrepresentation was not made by an employee of Branch County. No promise or statement relied on by plaintiff could be attributed to Branch County. *Id.* The trial court properly granted summary disposition as a matter of law.

¹ In his brief on appeal, plaintiff addresses the trial court's decision granting defendants' motion for summary disposition only as it relates to his claim of promissory estoppel. Plaintiff does not address the trial court's decision to grant summary disposition of his claims of breach of contract and equitable estoppel. Accordingly, we decline to address the propriety of the trial court's ruling on these claims. See *Joerger v Gordon Food Service, Inc*, 224 Mich App 167, 175; 568 NW2d 365 (1997).

Affirmed.

/s/ Michael J. Talbot

/s/ David H. Sawyer

/s/ Fred L. Borchard