

MICHIGAN COURT OF APPEALS

Willie L. Faison v. City of Highland Park Michigan

Faison · No. 373581 · Decided February 17, 2026

SUMMARY

The Michigan Court of Appeals affirmed the denial of the City of Highland Park’s motion for summary disposition in an action involving reimbursement for a dump truck purchased by a former city employee. The court held that the plaintiff’s promissory-estoppel and unjust-enrichment claims sounded in contract rather than tort and were not subject to governmental immunity under the Government Tort Liability Act. The court also concluded that genuine issues of material fact existed regarding reasonable reliance on the mayor’s reimbursement promise and whether the City was unjustly enriched by retaining the truck.

CASE DETAILS

COURT	Michigan Court of Appeals
WRITING FOR THE COURT	Michelle M. Rick; Michelle M. Rick, P.J.; Christopher P. Yates, J.; Philip P. Mariani, J.
JURISDICTION	Michigan Court of Appeals
DECIDED	February 17, 2026
DOCKET	373581
DISPOSITION	affirmed
PROCEDURAL POSTURE	The City appealed by right from the Wayne Circuit Court's order partially denying its motion for summary disposition under MCR 2.116(C)(10).
STANDARD OF REVIEW	The court reviews de novo a trial court's decision on a motion for summary disposition. Under MCR 2.116(C)(10), summary disposition is proper when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Evidence is viewed in the light most favorable to the nonmoving party.
PRECEDENTIAL VALUE	unpublished
PARTIES	City of Highland Park Michigan v. Willie L. Faison

TOPICS

summary judgment

civil procedure

contracts

unjust enrichment

municipal law

PRACTICE AREAS

civil procedure

municipal law

contract remedies

governmental immunity

QUESTIONS PRESENTED

1. Whether Faison's promissory-estoppel and unjust-enrichment claims sounded in tort and were therefore barred by governmental immunity under the Government Tort Liability Act.
2. Whether a genuine issue of material fact existed regarding the reasonableness of Faison's reliance on the Mayor's promise of reimbursement.
3. Whether a genuine issue of material fact existed regarding whether the City was unjustly enriched by retaining the dump truck without paying Faison.

HOLDINGS

1. The claims sounded in contract, not tort, and therefore did not fall within the scope of the Government Tort Liability Act's tort immunity.
2. Summary disposition was properly denied because the evidence created a genuine issue of material fact regarding whether Faison reasonably relied on the Mayor's promise of reimbursement.
3. Summary disposition was properly denied because the evidence created a genuine issue of material fact regarding whether the City's retention of the truck unjustly enriched it.

KEY QUOTATIONS

“Plaintiff’s claims plainly sound in contract and we, like the trial court, find no merit in the City’s attempt to recast them as tort claims and seek immunity from them.” (at 4)

“As the trial court correctly surmised, all of this was, at minimum, sufficient to demonstrate the existence of a genuine issue of material fact as to whether plaintiff reasonably relied on a promise of reimbursement from the Mayor in purchasing the 2008 truck for the City’s use.” (at 5)

“We, like the trial court, fail to see how these proofs were insufficient to create a genuine issue of material fact regarding whether the City was unjustly enriched by its retention of the 2008 truck purchased by plaintiff.” (at 6)

FACTUAL BACKGROUND

Faison, while serving as the City's Director of Public Works, purchased a 2008 dump truck with personal funds after the Mayor promised that the City would reimburse him. Faison transferred title directly to the City, which insured, used, retained, and possessed the truck without reimbursing him. Faison repeatedly sought reimbursement, but the City never paid him.

PROCEDURAL HISTORY

Faison sued the City in the Wayne Circuit Court, alleging promissory estoppel and unjust enrichment arising from his purchase of a dump truck for the City's use. The parties stipulated to dismissal of several other claims. The circuit court denied the City's motion for summary disposition on the promissory-estoppel and unjust-enrichment claims, and the City appealed by right. The Michigan Court of Appeals affirmed.

DISPOSITION

affirmed

CASES CITED

- Bartalsky v Osborn, 337 Mich App 378, 382; 977 NW2d 574 (2021)
- Cantina Enterprises II Inc v Property-Owners Ins Co, 349 Mich App 682, 689-690; ___ NW3d ___ (2024)
- Green v Pontiac Pub Library, ___ Mich App ___, ___; ___ NW3d ___ (2024) (Docket No. 363459); slip op at 7
- McLean v Dearborn, 302 Mich App 68, 73; 836 NW2d 916 (2013)
- Wilcoxon v Wayne Cty Neighborhood Legal Servs, 252 Mich App 549, 552-553, 555; 652 NW2d 851 (2002)
- Cove Creek Condo Ass'n v Vistal Land & Home Dev, LLC, 330 Mich App 679, 713; 950 NW2d 502 (2019)
- Hannay v MDOT, 497 Mich 45, 63; 860 NW2d 67 (2014)
- Bellevue Ventures, Inc v Morang-Kelly Inv, 302 Mich App 59, 64-65; 836 NW2d 898 (2013)

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