

STATE OF MICHIGAN
COURT OF APPEALS

TMP ACQUISITION, INC., d/b/a TECUMSEH
METAL PRODUCTS,

UNPUBLISHED
April 21, 2000

Plaintiff-Appellant,

v

CYNBA INTERNATIONAL and ANTHONY L.
BARCLAE,

No. 205730
Oakland Circuit Court
LC No. 96-533829-PD

Defendants-Appellees.

Before: Collins, P.J., and Neff and Smolenski, JJ.

MEMORANDUM.

Plaintiff appeals as of right the order granting defendants' motion for summary disposition under MCR 2.116(C)(7), on the basis of release. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Plaintiff filed this breach of contract action, asserting that defendants breached an oral agreement to transfer the right to purchase a set of season tickets for Detroit Lion football games. Defendants asserted that the claim was barred by a mutual release the parties executed in the separation of their business affairs, and the trial court granted their motion for summary disposition.

Pursuant to MCR 2.116(C)(7), a claim may be barred because of a release. The scope of a release is governed by the intent of the parties as it is expressed in the release. *Rinke v Automotive Moulding Co*, 226 Mich App 432, 435; 573 NW2d 344 (1997). If the text in the release is unambiguous, the parties' intentions must be ascertained from the plain, ordinary meaning of the language in the release. A contract is ambiguous only if its language is reasonably susceptible to more than one interpretation. *Id.*

Here, the language of the release is comprehensive and covers all claims and contracts that might exist by reason of facts existing at the date of the release. Where the oral agreement was entered into two months before the release, the language of the release is clearly applicable to that claim. The trial court properly granted summary disposition to defendants.

Affirmed.

/s/ Jeffrey G. Collins

/s/ Janet T. Neff

/s/ Michael R. Smolenski