

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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MELODY KINYON,

Plaintiff-Appellant,

v

SECURA INSURANCE COMPANY,

Defendant-Appellee.

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UNPUBLISHED

December 28, 2001

No. 226064

Eaton Circuit Court

LC No. 99-000826-NI

Before: Meter, P.J., and Jansen and R. D. Gotham\*, JJ.

PER CURIAM.

Plaintiff appeals as of right the trial court's order granting defendant's motion for summary disposition. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Plaintiff sustained injuries when the vehicle she was driving was struck by a vehicle owned and operated by Shannon Jo Parish. Parish carried insurance with a liability limit of \$20,000. Plaintiff filed a claim for underinsured motorist benefits with defendant, her insurer. Defendant authorized plaintiff to settle her claim against Parish for the liability limit of \$20,000. In its letter authorizing settlement, defendant stated that it did not waive its right of subrogation against Parish. Plaintiff signed a document releasing Parish "and all other persons, firms, and corporations whomsoever of and from any and all" claims and demands arising from the accident. Subsequently, plaintiff rejected defendant's offer to pay her \$20,000 in underinsured motorist benefits.

Plaintiff filed suit seeking to recover \$80,000 in underinsured motorist benefits. Defendant moved for summary disposition pursuant to MCR 2.116(C)(7) and (10), arguing that the release signed by plaintiff covered it as well, and that an exclusionary clause in its policy barred plaintiff's claim because plaintiff settled her case against Parish in a manner inconsistent with its consent. The trial court accepted defendant's arguments and granted summary disposition in defendant's favor.

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

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

The validity of a release turns on the intent of the parties. A release must be fairly and knowingly made to be valid. *Skotak v Vic Tanny Int'l, Inc.*, 203 Mich App 616, 617-618; 513 NW2d 428 (1994). If the language of the release is clear and unambiguous, the intent of the parties is ascertained from the plain and ordinary meaning of the language of the release. *Wyrembelski v St. Clair Shores*, 218 Mich App 125, 127; 553 NW2d 651 (1996).

Plaintiff argues that the trial court erred by granting summary disposition on the ground that the release covered defendant. We disagree. In *Romska v Opper*, 234 Mich App 512, 515-516; 594 NW2d 853 (1999), this Court held that the use of the term “all” in a release constitutes the broadest classification, and leaves no room for exceptions. The document signed by plaintiff released not only Parish but also “all other persons, firms, and corporations” from any and all claims arising from the accident. This language is unambiguous, constitutes the broadest classification, and encompasses plaintiff’s claim against defendant, notwithstanding the fact that defendant was plaintiff’s insurer. *Id.* The trial court properly granted summary disposition in favor of defendant.

Furthermore, the trial court correctly held that plaintiff’s claim was barred because plaintiff settled her case against Parish in a manner inconsistent with defendant’s consent. Defendant authorized plaintiff to settle her claim against Parish, but explicitly stated that it did not waive its right of subrogation. The document signed by plaintiff released Parish from all claims, thereby impairing defendant’s right of subrogation. The trial court properly granted summary disposition on this ground. *Moore v First Security Casualty Co*, 224 Mich App 370, 378-380; 568 NW2d 841 (1997); *Lee v Auto-Owners Ins Co (On Second Remand)*, 218 Mich App 672, 675; 554 NW2d 610 (1996).

Affirmed.

/s/ Patrick M. Meter  
/s/ Kathleen Jansen  
/s/ Roy D. Gotham