STATE OF MICHIGAN

COURT OF APPEALS

ANN MCCLENDON,

Plaintiff-Appellant,

v

AMERITECH, INC.,

Defendant-Appellee.

UNPUBLISHED
December 18, 1998

No. 202111
Wayne Circuit Court
LC No. 96-612793 CK

Before: Murphy, P.J., and Fitzgerald and Gage, JJ.

PER CURIAM.

Plaintiff appeals as of right the orders granting summary disposition in favor of defendant pursuant to MCR 2.116(C)(7), (C)(8) and (C)(10) in this action for breach of contract and fraud. We affirm.

Plaintiff, an employee of defendant, submitted an idea to defendant in January 1992 pursuant to defendant's "I Have an Idea" (hereinafter IHAI) program in which employees could submit ideas for business operations and receive an incentive award if the idea was accepted. In June 1992 plaintiff was informed that defendant was going to conduct a six-month feasibility study regarding plaintiff's idea. Plaintiff retired in December 1992 pursuant to a "Workforce Resizing Program." As part of her retirement agreement, plaintiff signed a Waiver and Release on October 5, 1992, in which plaintiff waived any cause of action she might have against defendant from the time she commenced employment until execution of the release. After her retirement, plaintiff was informed that defendant had rejected her idea.

In November 1994 plaintiff resumed employment with defendant as a "working retiree." Plaintiff alleged in her complaint that she discovered at that time that defendant had implemented her idea.[1] In March 1996 plaintiff filed suit against defendant alleging breach of contract and fraud. Defendant moved for summary disposition of the breach of contract claim pursuant to MCR 2.116(C)(7), asserting that the claim was barred by the release. Defendant also moved for summary disposition of the fraud claim pursuant to MCR 2.116(C)(8) and (10), asserting that the claim was

barred because plaintiff did not allege a duty separate from the contractual duty. Without explanation, the trial court granted summary disposition in favor of defendant.

Plaintiff argues that the trial court erred in summarily dismissing her claims because the scope of the release does not include claims that accrued after execution of the release. Plaintiff asserts that her claims did not accrue until she returned to work and discovered that defendant had utilized her idea.

The scope of a release is governed by the intent of the parties as expressly stated in the release itself. *Rinke v Automotive Moulding Co*, 226 Mich App 432, 435; 573 NW2d 344 (1997); *Rodriguez v Solar of Mich, Inc*, 191 Mich App 483, 496; 478 NW2d 914 (1991). The release signed by plaintiff includes language releasing defendant from liability for "any and all" causes of action "of any nature whatsoever," . . . "from the beginning of time up to the date of execution of this Waiver and Release and which relate to my employment with the Company . . . including, but not limited to, all claims based on tort, contract . . . and all claims to . . . incentive awards . . . ." The release also stated that the release was intended to be a:

> general release and a covenant not to sue which extinguishes all claims and precludes any attempt by me to initiate any litigation against the Company or the Ameritech entities regarding any matter, incident, or thing which occurred up to the date of this agreement.

Plaintiff's claim that the release does not apply to claims that had not yet accrued is erroneous because the release mentions "any and all" causes of action regarding "any matter, incident, or thing which occurred up to the date of this agreement." Clearly, the cause of action regarded plaintiff's idea, which was submitted before she executed the release. Plaintiff was well aware at the time she executed the release that defendant was still considering her idea. The scope of the release was sufficiently broad to bar plaintiff's claims for breach of contract and fraud. Hence, defendant was entitled to summary disposition of both claims pursuant to MCR 2.116(C)(7).[2]

Affirmed.

/s/ William B. Murphy
/s/ E. Thomas Fitzgerald
/s/ Hilda R. Gage

[1] Defendant claimed that the idea submitted by plaintiff to use "Universal Service Representatives" (USR's) was not new and that Ameritech had utilized USR's on and off since at least 1965.

[2] Because the release barred plaintiff's claims, we need not address whether summary disposition would have also been proper under MCR 2.116(C)(8) and (10).