

STATE OF MICHIGAN  
COURT OF APPEALS

---

HOLLY GROH-WILLIS,

Plaintiff-Appellee,

v

GREAT WEST CASUALTY INSURANCE  
COMPANY,

Defendant-Appellant.

---

UNPUBLISHED

November 19, 2002

No. 235054

Wayne Circuit Court

LC No. 01-106416-NF

Before: Griffin, P.J., and Gage and Meter, JJ.

PER CURIAM.

Defendant appeals by leave granted the trial court's order denying its motion for summary disposition based on a release. We reverse. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Plaintiff was injured when the vehicle she was occupying was struck by an uninsured motorist. The vehicle that plaintiff occupied was insured by defendant. Plaintiff made a claim for personal injury protection (PIP) benefits from defendant. Plaintiff and defendant agreed to settle plaintiff's claim for \$9,307. Plaintiff, who was not represented by counsel at the time, executed a document entitled "Release of All Claims." The document provided that plaintiff released defendant "from any and all actions, claims, and demands, whether asserted or unasserted, known or unknown," relating to the accident, and that in the event that any additional claim was made, plaintiff would hold defendant harmless. The document stated that the release contained the entire agreement between the parties.

Subsequently, defendant denied plaintiff's claim for uninsured motorist benefits. Plaintiff, through counsel, filed suit seeking an order compelling arbitration of her claim. Defendant moved for summary disposition pursuant to MCR 2.116(C)(7), (8), and (10), arguing that plaintiff's claim was barred by the release. In response, plaintiff asserted that when she signed the document she believed she was signing a release of her claim for PIP benefits only. The trial court, without explanation, denied defendant's motion on the ground that the release was ambiguous.

We review a trial court's decision on a motion for summary disposition de novo. *Auto Club Group Ins Co v Burchell*, 249 Mich App 468, 479; 642 NW2d 406 (2001).

The scope of a release is governed by the intent of the parties as expressed in the release. If the text of the release is unambiguous, the parties' intentions must be ascertained from the plain, ordinary meaning of the language of the release. A release is ambiguous only if its language is reasonably susceptible to more than one interpretation. The fact that the parties dispute the meaning of a release does not, in and of itself, establish the existence of an ambiguity. The interpretation of a release is a question of law for the court. *Cole v Ladbroke Racing Michigan, Inc*, 241 Mich App 1, 13-14; 614 NW2d 169 (2000). It is inappropriate to examine parol evidence to determine the scope of a release where the language of the release is unambiguous and the release contains an explicit merger clause. *Romska v Oppper*, 234 Mich App 512, 516; 594 NW2d 853 (1999). A release must be fairly and knowingly made to be enforced. A release is invalid if (1) the releasor was under the influence of drugs, in shock, or otherwise physically incapacitated; (2) the nature of the document was misrepresented; or (3) there was fraud or other overreaching conduct. *Skotak v Vic Tanny Int'l, Inc*, 203 Mich App 616, 618; 513 NW2d 428 (1994).

Defendant argues the trial court erred by denying its motion for summary disposition based on the release. We agree and reverse the trial court's decision. The document signed by plaintiff releases defendant from "any and all actions, claims, and demands, whether asserted or unasserted, known or unknown," relating to the accident. There is no broader classification than the word "all." The use of the word "all" does not leave room for any exceptions. *Romska, supra*, 515-516, quoting *Calladine v Hyster Co*, 155 Mich App 175, 182; 399 NW2d 404 (1986). This language indicates that the parties intended to release defendant from liability for any other claim, whether or not asserted at the time of the execution of the release, including a claim for uninsured motorist benefits. The release contains language in which plaintiff acknowledges that payment of the sum of \$9,307 constitutes full satisfaction of her claim for PIP benefits; however, this language does not indicate that the parties intended to limit the scope of the release to plaintiff's claim for PIP benefits. See *Gortney v Norfolk & Western RR Co*, 216 Mich App 535; 549 NW2d 612 (1996).

Finally, the release states that should any additional claims arise, plaintiff would hold defendant harmless. The plain language of the document indicates that the parties intended the scope of the release to cover all possible claims related to the accident. The language of the release is not reasonably susceptible to more than one interpretation, and thus is unambiguous. *Cole, supra*, 13. For that reason, the trial court erred in examining the parol evidence, including plaintiff's affidavit, attached to plaintiff's response to defendant's motion for summary disposition. *Romska, supra*, 516. No evidence indicated that the release was not fairly and knowingly made. *Skotak, supra*. Defendant was entitled to summary disposition based on the release.

Reversed.

/s/ Richard Allen Griffin  
/s/ Hilda R. Gage  
/s/ Patrick M. Meter