S T A T E O F M I C H I G A N

C O U R T O F A P P E A L S

AARON RAY COLLIER, Plaintiff-Appellant/Cross Appellee,	UNPUBLISHED April 26, 2005
v YVONNE THOMAS, Personal Representative of the Estate of STEVEN GENE THOMAS, Deceased, Defendant-Appellee, and AUTO-OWNERS INSURANCE COMPANY, Defendant-Appellee/Cross Appellant, and DETROIT SPORTSERVICE, INC., JOSEPH CARL YOUNG, and FISHER FUEL, INC., Defendants.	No. 252018 Wayne Circuit Court LC No. 01-132108-NS

Before: Zahra, P.J., and Murphy and Cavanagh, JJ.

PER CURIAM.

Plaintiff appeals as of right from the trial court's order granting defendant Auto-Owners Insurance Company's (Auto-Owners) motion for summary disposition. We affirm.

Plaintiff filed suit against several parties related to an automobile accident in which he received injuries. He executed a settlement agreement and release with regard to some of the parties and then filed an uninsured motorist claim against Auto-Owners. Defendant moved for dismissal on the ground that it was a third-party beneficiary of the release. The trial court agreed and dismissed the case.

On appeal, plaintiff argues that the release did not bar his case against Auto-Owners thus dismissal was improper. We disagree. A trial court's interpretation of a release and ruling on a motion for summary disposition are reviewed de novo. *Cole v Ladbroke Racing Michigan, Inc*, 241 Mich App 1, 6, 13; 614 NW2d 169 (2000).

The release provided, in pertinent part, that in exchange for $5,000, plaintiff agreed to "release, acquit and forever discharge" two of the defendants, Fisher Fuel and Joseph Young, and

> all other persons, firms, employers, corporations, associations or partnerships of and from any and all claims, actions, causes of action, liens, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about the 26th day of September, 1999, including each and every alleged occurrence prior thereto, any and all alleged personal injuries and/or psychological injuries and alleged personal injuries [that] are more specifically described in the Complaint on file in this matter pending in the Wayne County Circuit Court, bearing case number: 01-132108 NS.

By its terms, the release applies to not only defendants Fisher Fuel and Young, but also to "*all* other persons, firms, employers, corporations, associations or partnerships" and encompasses any claim arising from the auto accident that plaintiff then had or may have in the future.

In *Romska v Opper*, 234 Mich App 512; 594 NW2d 853 (1999), this Court considered the scope of a release that contained language similar to that at issue in this case and held:

> Because defendant clearly fits within the class of "all other parties, firms or corporations who are or might be liable," we see no need to look beyond the plain, explicit, and unambiguous language of the release in order to conclude that he has been released from liability. "There cannot be any broader classification than the word 'all,' and 'all' leaves room for no exceptions." [*Id*. at 515-516 (footnote omitted), quoting *Calladine v Hyster Co*, 155 Mich App 175, 182; 399 NW2d 404 (1986).]

The *Romska* Court's interpretation was followed in *Meridian Mut Ins Co v Mason-Dixon Lines, Inc (On Remand)*, 242 Mich App 645, 649-650; 620 NW2d 310 (2000), in which this Court held that the defendant fell within the plain meaning of the broad language of the release, "any other person, firm or corporation," and refused to consider an affidavit alleging that the release was intended to release only the plaintiff. *Id*. at 650. Here, too, Auto-Owners falls within the plain meaning of the release's broad language. Accordingly, we conclude that the release included Auto-Owners and operated to discharge any claims against it.

Furthermore, plaintiff's subsequent attempt to void the original release was ineffective because Auto-Owners is an intended third-party beneficiary of the release and relied on it before plaintiff sought to nullify it. See MCL 600.1405. In exchange for $5,000, plaintiff agreed to

"release, acquit and forever discharge" defendant Fisher Fuel, Young and "all other persons, firms, employers, corporations, associations or partnerships" from any and all present and future claims arising from the auto accident. Thus, the promise ran directly to Auto-Owners. As an intended third-party beneficiary of the release, it had the right to enforce its terms. See MCL 600.1405(1). And, Auto-Owners reasonably relied on, and asserted its reliance on, the release before plaintiff made an attempt to void the release; thus, under a theory of promissory estoppel, its terms must be enforced. See *Ypsilanti Twp v Gen Motors Corp*, 201 Mich App 128, 133-134; 506 NW2d 556 (1993), quoting 1 Restatement Contracts, 2d, § 90, p 242. Plaintiff's reliance on MCL 600.2925d is misplaced because, here, the terms of the release provide that it applies to multiple persons, including Auto-Owners.

In sum, the trial court properly granted summary disposition in favor of Auto-Owners on the basis of the December 31, 2002, release. Because the release discharged Auto-Owners from any and all liability, we need not address Auto-Owners' issue on cross appeal.

Affirmed.

/s/ Brian K. Zahra
/s/ Mark J. Cavanagh