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STATE OF MICHIGAN

COURT OF APPEALS

JAMES VERVARAS,

Plaintiff-Appellant,

v

GABRIELLE THORN,

Defendant-Appellee.

UNPUBLISHED
November 17, 2026
1:51 PM

No. 377986
Kent Circuit Court
LC No. 24-011303-CZ

Before: O'BRIEN, P.J., and CAMERON and MALDONADO, JJ.

PER CURIAM.

Plaintiff, James Vervaras, appeals as of right the trial court's order granting the motion for summary disposition filed by defendant, Gabrielle Thorn, and dismissing plaintiff's complaint. We affirm.

I. BACKGROUND

This case stems from decisions that plaintiff's son and defendant's husband, Colin Vervaras, made while in at-home hospice care shortly before his death in December 2022. Colin was released to hospice care in plaintiff's home on December 6, 2022, and he married defendant two days later, on December 8, 2022. The marriage took place in plaintiff's home in front of Colin's family. On December 9, 2022, Colin updated his life insurance policy to name defendant the sole beneficiary.

Christine Vervaras (Colin's mother and plaintiff's ex-wife) and Phuong Quang Dam averred in affidavits that they were both present when Colin changed the beneficiary of his life insurance policy from Christine to defendant. Both believed that Colin was of sound mind when he made the change, and both believed that it was Colin's wish for defendant to be the sole beneficiary of his life insurance policy. Dam also averred that the policy change was made while Colin's family was present; that, before the change was made, Dam read the change in beneficiary out loud to Colin's family (including plaintiff); and that no one objected to the change (including plaintiff). Plaintiff's complaint alleged (and plaintiff confirmed in his deposition) that Colin was physically unable to sign change-of-beneficiary documents, so defendant had to "physically hold[] and manipulat[e] [Colin's] hand to sign his name on the documents." Plaintiff also opined during his deposition that

Colin lacked the mental capacity to change the beneficiary of his life insurance policy because of the amount of medication he was on at the time.

Colin passed away on December 11, 2022.

Defendant thereafter, according to plaintiff's complaint, collected the entirety of Colin's life insurance policy and took control of all the money in Colin's bank accounts, which included money from a "GoFundMe" account set up to cover Colin's travel and medical expenses.

Plaintiff did not receive any of this money, and on November 13, 2024, he filed the complaint giving rise to this action.

During his deposition, plaintiff confirmed that Christine was originally the sole beneficiary of Colin's life insurance policy, that Christine also had power of attorney, and that plaintiff was never on Colin's life insurance policy. Plaintiff accordingly confirmed that, even if the policy was not changed to name defendant as the beneficiary, plaintiff would not have been entitled to receive any money under the policy. But plaintiff believed that there was a "[v]ery good possibility" that Christine would have given him some of the proceeds from Colin's life insurance policy had she remained the beneficiary. As far as Colin's marriage to defendant was concerned, plaintiff testified that he believed that "before [Colin] was placed on hospice[,] he did want to marry" defendant, and that doing so "was his dying wish."

On July 29, 2025, defendant moved for summary disposition under MCR 2.116(C)(5), (8), and (10). Defendant argued that, because Christine was the beneficiary of Colin's life insurance policy before Colin changed the beneficiary to defendant, plaintiff lacked standing to contest the distribution of the proceeds from the policy, as he would not have received any proceeds from the policy even if it had not been changed. Plaintiff also, according to defendant, did not have any claim to the money in Colin's bank accounts or the funds from the GoFundMe, which were probated to defendant. Defendant further argued that plaintiff had failed to come forward with any evidence tending to establish that Colin lacked the necessary mental capacity to effectuate his decision to marry defendant or to make defendant the sole beneficiary on his life insurance policy.

In response, plaintiff argued that he did have standing because defendant could not prove that defendant would not have received any proceeds from the life insurance policy if Colin had not made defendant the sole beneficiary of the policy, and that the Go Fund Me proceeds and the money in Colin's bank account "almost certainly" would have been "distributed amongst Plaintiff's family if not for Defendant's conversion." Plaintiff also argued that he established that Colin lacked the capacity to change his life insurance policy on the basis of the evidence that defendant had to "physically manipulate[]" Colin's hand to get him to sign the necessary documents, as well as plaintiff's testimony that Colin was on numerous medications when he changed his life insurance policy.

The trial court held a hearing on defendant's motion, and after engaging with the parties' arguments, the trial court issued a ruling from the bench. The court concluded that plaintiff failed to come forward with any evidence tending to create a question of fact whether Colin lacked the mental capacity to make defendant the sole beneficiary of his life insurance policy, and all of the evidence presented supported that doing so was "his wish[] and his intent." The court recognized plaintiff's deposition testimony suggesting that plaintiff may have lacked the requisite mental capacity but

opined that it did not create a genuine issue of material fact because the testimony was contradictory. The court declined to address defendant's standing argument because the court was "not familiar enough with the issue of standing." The trial court entered an order reflecting this ruling on October 8, 2025.

This appeal followed.

II. STANDARD OF REVIEW

This Court reviews de novo a trial court's decision on a motion for summary disposition. *El-Khalil v Oakwood Healthcare, Inc*, 504 Mich 152, 159; 934 NW2d 665 (2019). Defendant moved for summary disposition in relevant part under MCR 2.116(C)(5) and (10).

A motion for summary disposition brought on grounds that a plaintiff lacks standing is properly brought under MCR 2.116(C)(5). See *UAW v Central Michigan Univ Trustees*, 295 Mich App 486, 493; 815 NW2d 132 (2012). "In reviewing a motion for summary disposition pursuant to MCR 2.116(C)(5), this Court must consider the pleadings, depositions, admissions, affidavits, and other documentary evidence submitted by the parties." *Id*. (quotation marks and citation omitted).

A motion filed under MCR 2.116(C)(10) "tests the factual sufficiency of the complaint." *Maiden v Rozwood*, 461 Mich 109, 120; 597 NW2d 817 (1999). A (C)(10) motion is properly granted if "there is no genuine issue as to any material fact, and the moving party is entitled to judgment or partial judgment as a matter of law." MCR 2.116(C)(10). A party moving for summary disposition under MCR 2.116(C)(10) "must specifically identify the issues as to which the moving party believes there is no genuine issue as to any material fact" and support that assertion with evidence. *Maiden*, 461 Mich at 120. A court reviewing a (C)(10) motion must consider all substantively admissible evidence so submitted in the light most favorable to the nonmoving party. *Id*. A genuine issue of material fact exists when the evidence presented leaves open an issue upon which reasonable minds might differ. *Debano-Griffin v Lake Co*, 493 Mich 167, 175; 828 NW2d 634 (2013).

III. ANALYSIS

On appeal, plaintiff argues that the trial court erred when it granted defendant's motion for summary disposition. We disagree but conclude that the motion should have been granted on alternate grounds. We decline to decide whether the trial court erred by concluding that plaintiff's testimony regarding Colin's mental capacity did not create a question of fact because we conclude that, regardless, plaintiff lacked standing to bring the claims brought in this case.

In Michigan, "the standing doctrine" is "a limited, prudential doctrine." *Lansing Sch Ed Ass'n v Lansing Bd of Ed*, 487 Mich 349, 355; 792 NW2d 686 (2010). "Standing generally refers to the right of a plaintiff initially to invoke the power of a trial court to adjudicate a claimed injury." *Pueblo v Haas*, 511 Mich 345, 355; 999 NW2d 433 (2023) (quotation marks and citation omitted). Its purpose is to ensure that a litigant is the "proper party to request adjudication of a particular issue and not whether the issue itself is justiciable." *Lansing Sch Ed*, 487 Mich at 355 (quotation marks and citation omitted). "To have standing, a party must have a legally protected interest that is in jeopardy of being adversely affected." *Barclae v Zarb*, 300 Mich App 455, 483; 834 NW2d 100 (2013) (quotation marks and citation omitted). See also *Pontiac Police & Fire Retiree Prefunded*

Group Health & Ins Trust Bd of Trustees v Pontiac No 2, 309 Mich App 611, 622; 873 NW2d 783 (2015) ("But plaintiffs must assert their own legal rights and cannot rest their claims to relief on the rights or interests of third parties."). Accord *C-Spine Orthopedics, PLLC v Progressive Michigan Ins Co*, ___ Mich ___, ___; ___ NW3d ___ (2025) (Docket No. 165537); slip op at 17 (explaining that the doctrines of standing and real party in interest are distinct but "function similarly in practice").

Plaintiff here is contesting the distribution of Colin's life insurance proceeds and the funds from Colin's bank accounts (which the GoFundMe proceeds had been distributed into). It is undisputed that plaintiff was never a beneficiary of Colin's life insurance policy. The sole beneficiary was originally Christine, and Colin changed the beneficiary to defendant shortly before his death. Plaintiff therefore lacked an interest in the changing of Colin's life insurance policy that was adversely affected—he was not entitled to any proceeds from the policy before the change, and he remained not entitled to any proceeds from the policy after the change.

The same was true of Colin's bank accounts and the proceeds from the GoFundMe for Colin. Plaintiff never presented any evidence that he had a legally protected interest in the distribution of the funds in those accounts that was in jeopardy of being adversely affected. See *Barclae*, 300 Mich App at 483. Those funds belonged to Colin, and when he passed away, the funds were probated to the appropriate parties, which was defendant.

Plaintiff contends that he possibly had an interest in the proceeds from the life insurance policy before it was changed because no one could say what Christine would have done with the funds. That is true but irrelevant. That Christine may have gifted plaintiff some proceeds from the life insurance policy did not give plaintiff a legally recognizable interest in the funds.

Plaintiff also contends that the GoFundMe proceeds were not defendant's to take control over, but plaintiff does not explain why he was entitled to them. Defendant explained that the funds were transferred to Colin's bank account, and all of the funds in Colin's bank accounts were probated to defendant. Plaintiff claims that the funds from Colin's bank accounts "would have almost certainly been distributed" to himself and the rest of Colin's family if not for defendant. That may be true, but Colin was married to defendant, and plaintiff does not contest the propriety of that marriage. And, regardless, as defendant points out, the proceeds from Colin's bank accounts were probated to defendant. Plaintiff does not argue that the probate court lacked jurisdiction to probate the proceeds from Colin's bank accounts, so plaintiff cannot collaterally attack the probate court's judgment in these proceedings. See *Adams v Adams*, 304 Mich 290, 293; 8 NW2d 70 (1943).

For these reasons, plaintiff lacked standing to challenge the changing of the beneficiary of Colin's life insurance policy and the disposition of the funds in Colin's bank accounts and the GoFundMe. Given this conclusion, we need not address plaintiff's other arguments.

Affirmed. Defendant, as the prevailing party, may tax costs.

/s/ Colleen A. O'Brien
/s/ Thomas C. Cameron
/s/ Allie Greenleaf Maldonado