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STATE OF MICHIGAN

COURT OF APPEALS

ANGIE BUSS, Personal Representative of the ESTATE OF VICTORIA LYNN LYMAN,

Plaintiff-Appellant,

v

MICHAEL WATSON, D.O. and AMERICAN PHYSICIAN PARTNERS,

Defendants-Appellees.

UNPUBLISHED
November 13, 2026
10:42 AM

No. 376004
Saginaw Circuit Court
LC No. 23-001691-NH

Before: M. J. KELLY, P.J., and RIORDAN and RICK, JJ.

PER CURIAM.

In this medical-malpractice action, plaintiff Angie Buss, as personal representative of the Estate of Victoria Lyman, appeals as of right the trial court order granting summary disposition under MCR 2.116(C)(7) to defendants Michael Watson, D.O., and American Physician Partners. For the reasons stated in this opinion, we affirm.

I. BASIC FACTS

This case arises from the death of plaintiff's decedent on June 14, 2021. In the days prior to her death, plaintiff's decedent had undergone a medical procedure to reduce her risk of having a stroke. The procedure was not without complications and subsequent testing indicated that she had low hemoglobin, hypotension, and an infection. For approximately eight days after the procedure, plaintiff's decedent remained at Ascension St. Mary's Hospital. She was then transferred to Iosco County Medical Care Facility, where she remained for three days. On June 14, 2021, the Iosco County Medical Care Facility, which was allegedly unable to provide adequate care, transferred plaintiff's decedent to the Emergency Department at Ascension St. Joseph Hospital. Plaintiff's decedent arrived there at approximately 4:00 p.m. According to plaintiff's complaint, Dr. Watson and another physician were "in charge of the Emergency Department at Ascension St. Joseph Hospital" at that time. At 8:00 p.m., plaintiff's decedent was sent for an abdominal ultrasound. After she returned to the emergency department, no one checked on her

until 10:45 p.m., when she was discovered to be unresponsive. She was declared dead at 11:07 p.m.

In her complaint, plaintiff contends that Dr. Watson was professionally negligent for malpractice and that American Physician Partners was liable for malpractice under both a direct and a vicarious liability theory. American Physician Partners and Dr. Watson moved for summary disposition. As part of their motion, they noted that plaintiff had settled her claim with Ascension St. Joseph-Tawas Hospital, its agents, servants, and employees. Although they requested that plaintiff provide them with a copy of the release, plaintiff contended that the document was privileged and declined to produce it. American Physician Partners and Dr. Watson requested that a copy of the release be provided to the trial court for review and that, if the release included language releasing all agents, servants, and/or employees of Ascension St. Joseph-Tawas Hospital and did not exclude Dr. Watson, that the claims against Dr. Watson be dismissed.

In response, plaintiff contended that she had not released her claims against Dr. Watson as part of any settlement or release agreement, and she agreed to provide the trial court with a "confidential copy of the release document." After an in camera review of the document, the trial court ordered plaintiff to produce a copy of the release to American Physician Partners and Dr. Watson "for the limited purpose of providing a supplemental brief . . . based on the actual Release language." The court set a deadline for American Physician Partners and Dr. Watson to file a supplemental brief and a deadline for plaintiff to file a brief in response to the supplemental brief.

American Physician Partners and Dr. Watson filed supplemental briefing arguing that summary disposition was warranted under MCR 2.116(C)(7) because plaintiff's claims were barred by release. Plaintiff did not file a response to the supplemental brief. The trial court heard oral argument on the motion and granted summary disposition in favor of American Physician Partners and Dr. Watson. In doing so, the court found that the unambiguous language of the release applied to Dr. Watson because he was a physician for Ascension St. Joseph Tawas and was named in the December 17 notice of intent. This appeal follows.

II. SUMMARY DISPOSITION

A. STANDARD OF REVIEW

Plaintiff contends that the trial court erred by granting summary disposition under MCR 2.116(C)(7). We review de novo a trial court's decision on a motion for summary disposition. *Barnard Mfg Co, Inc v Gates Performance Engineering*, *Inc*, 285 Mich App 362, 369; 775 NW2d 618 (2009). "When addressing a motion under subrule (C)(7), the trial court must accept as true the allegations of the complaint unless contradicted by the parties' documentary submissions." *Tenneco Inc v Amerisure Mut Ins Co*, 281 Mich App 429, 443, 761 N.W.2d 846 (2008). "If any affidavits, depositions, admissions, or other documentary evidence are submitted, the court must consider them to determine whether there is a genuine issue of material fact." *Dextrom v Wexford*

Co, 287 Mich App 406, 429; 789 NW2d 211 (2010).[1] "When the plaintiffs' claims are barred because of a release, summary disposition is proper under MCR 2.116(C)(7)." *Radu v Hendon Investigations, Inc*, 302 Mich App 363, 373-374; 838 NW2d 720 (2013). "The interpretation of a release presents a question of law that this Court reviews de novo." *Id*. at 374.

B. ANALYSIS

"The scope of a release is governed by the intent of the parties as it is expressed in the release." *Rinke v Auto Moulding Co*, 226 Mich App 432, 435; 573 NW2d 344 (1997). "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." *Id*.

Part of a single sentence in the release is at issue in this case. In relevant part, that sentence provides that plaintiff

> does hereby individually and collectively forever release and discharge any and all claims and demands of every kind and nature whatsoever which she may have or conceives herself, on behalf of the ESTATE of VICTORIA LYMAN against ASCENSION ST. JOSEPH-TAWAS, including any and all of its respective officers, principals, members, physicians, employees, associates, servants, heirs, agents, assigns and/or any and all other potential parties names in the Notice of Intent Dated December 17, 2021 . . . but only to the extent they who [sic] are the agents, servants or employees of ASCENSION ST. JOSEPH-TAWAS . . . .

The first part of this sentence provides that plaintiff released her claims against Ascension St. Joseph-Tawas and "any and all of its respective officers, principals, members, physicians, employees, associates, servants, heirs, agents, assigns and/or any and all other potential parties named in the Notice of Intent dated December 17, 2021." This language serves as a release of plaintiff's claims against Ascension St. Joseph-Tawas as well as any person or entity that falls within the broad category of persons or entities listed. Because Dr. Watson is expressly named in the December 17, 2021 notice of intent, he clearly falls within the category of individuals and/or entities whose claims plaintiff released.

Dr. Watson maintains that because he falls within the category of individuals or entities identified in the first part of the release, there is no need to look at the second part of the release, i.e. the "to the extent" language. We disagree. As it is written, the first part of the release identifies a broad category of individuals and/or entities. Inclusion in that group of individuals or entities is the threshold question. But the secondary question is whether a person named in that group is nevertheless excluded by the limiting language in the second part of the release. Indeed, the release provides that liability is discharged for the individuals and entities identified in the first part of the sentence, "but only to the extent" that those individuals and entities "are the agents, servants or

[1] On appeal, plaintiff cites standards of review associated with a trial court's grant of summary disposition under MCR 2.116(C)(10). However, because summary disposition was granted under MCR 2.116(C)(7), such standards are inapplicable.

employees of ASCENSION ST. JOSEPH-TAWAS . . . .” Under this plain language, if Dr. Watson is not an agent, servant, or employee of Ascension St. Joseph-Tawas, plaintiff’s claims against him are not released.

Plaintiff contends that there is a disputed question of fact as to whether Dr. Watson qualifies as an agent, servant, or employee of Ascension St. Joseph-Tawas. At the outset, it is undisputed that Dr. Watson was employed by American Physician Partners, not Ascension St. Joseph-Tawas. However, plaintiff alleged in her complaint that American Physician Partners had a contract with Ascension St. Joseph-Tawas “to staff and/or manage some or all aspects of the Emergency Department” at its hospital. Further, according to the complaint, Dr. Watson was “in charge of the Emergency Department at Ascension St. Joseph” on June 14, 2021. Plaintiff did not submit any documentary evidence to contradict her allegations in the complaint that Dr. Watson was “in charge” of the emergency department at Ascension St. Joseph-Tawas on June 14, 2021 or that American Physician Partners had a contract with Ascension St. Joseph-Tawas to manage some or all aspects of the hospital’s emergency department. As such, we must accept the allegations in the complaint as true. See *Tenneco*, 281 Mich App at 443. That is, we must accept as true that Ascension St. Joseph-Tawas contracted with American Physician Partners to manage its emergency department and that, at the time that plaintiff’s decedent was in the emergency department, that Dr. Watson was in charge of that department. Under these circumstances, Dr. Watson was plainly an agent of Ascension St. Joseph-Tawas. Thus, he was not in the category of persons excluded under the plain language of the second part of the release.

To the extent that plaintiff argues that there is a genuine issue of disputed fact regarding whether Dr. Watson is an agent of Ascension St. Joseph-Tawas, she presented no documentary evidence contradicting the allegations she made in the complaint. Moreover, plaintiff has not, in fact, identified any evidence supporting an inference that Dr. Watson was not an agent of Ascension St. Joseph-Tawas. Rather, on appeal, she theorizes that Dr. Watson’s contract with American Physician Partners and American Physician Partners contract with Ascension St. Joseph-Tawas could reveal “a great deal about the extent of the agency associated here.” Based upon her speculation that the contracts might reveal a lack of an agency relationship, she contended that a grant of summary disposition was improper. Speculation is not a basis for denying summary disposition, however. See *Shaw v City of Dearborn*, 329 Mich App 640, 651-652; 944 NW2d 153 (2019).[2]

Further, insofar as plaintiff is arguing that summary disposition was premature because the contracts were not produced during discovery, plaintiff must do more than allege that certain discovery is required. See *Marilyn Froling Revocable Living Trust v Bloomfield Hills Country Club*, 283 Mich App 264, 292-293; 769 NW2d 234 (2009) (“[A] party opposing summary disposition cannot simply state that summary disposition is premature without identifying a disputed issue and support that issue with independent evidence.”).

[2] Plaintiff further speculates that Ascension St. Joseph-Tawas could deny that there was an agency relationship between it and Dr. Watson.

In sum, the plain language of the release provides that plaintiff released her claims against Dr. Watson because he was included in the category of persons identified in the first section of the release and was not excluded by the limiting language in the second section of the release.

Affirmed. Dr. Watson and American Physician Partners may tax costs as the prevailing parties. MCR 7.219(A).

/s/ Michael J. Kelly
/s/ Michael J. Riordan
/s/ Michelle M. Rick