

COA Opinion: Language in a release that focuses on what claims are being released should not be read to broaden prior provisions addressing who is being released.

10. September 2010 By Aaron Lindstrom

Following an automobile accident where a tractor-trailer rear-ended Sherita White's vehicle and injured her, Ms. White brought an automobile negligence suit against the driver of the tractor-trailer, his employer, and the company that leased the truck. Ms. White also brought a separate suit against her insurer, but she eventually signed a release settling her claims against her insurer and specific other entities: the insurer's "officers, employees, principals, shareholders, executors, administrators, agents, successors, insurers and assigns." The defendants in the negligence suit claimed that this release of the insurer also absolved them of any liability, because the release contained a second sentence that stated that the release "also refers to any and all (past, present and future) claims/benefits arising or that may arise from the . . . accident." The trial court granted summary disposition to the defendants based on this language. In *White v. Taylor Distributing Co.*, No. 292066 (Sept. 9, 2010), the Court of Appeals reversed. The second statement, the Court of Appeals explained in its per curiam opinion, does not "invoke[] all humanity as released from potential liability"—as the negligence defendants contended—but rather "underscores the absolute immunity that the specified class is to enjoy."