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STATE OF MICHIGAN

COURT OF APPEALS

JULIE FRENCH,

Plaintiff-Appellant,

v

MIDMICHIGAN MEDICAL CENTER-GLADWIN,

Defendant-Appellee.

UNPUBLISHED
February 18, 2026
9:03 AM

No. 360239
Gladwin Circuit Court
LC No. 20-010548-CD

ON REMAND

Before: BOONSTRA, P.J., and REDFORD and WALLACE, JJ.

PER CURIAM.

Plaintiff, Julie French, appeals by right the trial court's order granting summary disposition in favor of defendant, MidMichigan Medical Center-Gladwin, on the issue of whether plaintiff's claims brought under the Elliot-Larsen Civil Rights Act ("ELCRA"), MCL 37.2101 *et seq.*, were time-barred under a limitations period set forth in plaintiff's job application. When this case was originally before us, we found no errors warranting reversal and affirmed the trial court's decision. *French v MidMichigan Med Ctr-Gladwin*, unpublished per curiam opinion of the Court of Appeals, issued March 23, 2023 (Docket No. 360239) (*French I*), recon den unpublished order of the Court of Appeals, entered May 4, 2023 (Docket No. 360239).[1]

However, on December 19, 2025, in lieu of granting leave to appeal, our Supreme Court vacated this Court's earlier unpublished opinion and remanded to this Court for reconsideration in light of the Supreme Court's recently released decision in *Rayford v American House Roseville I, LLC*, ___ Mich ___; ___ NW3d ___ (2025) (Docket No. 163989). *French v MidMichigan Med Ctr-Gladwin*, __ Mich __ (2025) (Docket No. 165759) (*French II*). The matter now returns to us on remand from the Supreme Court.

[1] Judge K. F. KELLY was on the original panel but has since retired from this Court.

Because the trial court did not have the benefit of the Supreme Court's opinion in *Rayford* when it ruled on defendant's motion for summary disposition, we now reverse the trial court's order and remand for further proceedings consistent with the framework set forth in *Rayford*.

I. PERTINENT FACTS AND PROCEDURAL HISTORY

In the original appeal, we summarized the facts and procedural history of this case as follows:

> On December 16, 2012, plaintiff applied for a job as a registered nurse ("RN") with MidMichigan Physicians Group, a subsidiary of MidMichigan Health ("MMH"), which itself is the parent nonprofit corporation of defendant, as well as other medical centers in Michigan. Plaintiff had already worked for MMH since 2000 but quit her job in September 2012 to move out of state with her spouse. Plaintiff returned to Michigan three months later and applied with MMH to regain her position. As part of the application process, plaintiff signed a form entitled "Applicant's Certification and Agreement," in which plaintiff agreed, as relevant here, to the following provision:
>
> > 3. **Limitation on Claims:** I agree that any lawsuit against MidMichigan Health and/or its agents arising out of my employment or termination of employment, including but not limited to claims arising under State or Federal civil rights statutes, must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the EEOC, within 90 days after the EEOC issues that notice; or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim or (ii) the time limit specified by statute, whichever is shorter. I waive any statute of limitations that exceeds this time limit.
>
> In June 2014, plaintiff applied for and was granted a transfer to defendant's hospital to be closer to home. As part of the process, plaintiff completed an MMH "Transfer Request" form in which she affirmed that she was a current employee of MMH. Plaintiff was subsequently terminated from this position on January 7, 2019, after a series of incidents concerning plaintiff's role as a supervisor occurred in late 2018, none of which are relevant to the issues raised in this appeal.
>
> Plaintiff filed her complaint on September 8, 2020, 20 months after she was terminated. The trial court ultimately granted summary disposition in defendant's favor, concluding that the 180-day limitations period in plaintiff's job application barred plaintiff's claims under the ELCRA. This appeal followed.

II. STANDARD OF REVIEW

This Court reviews de novo a trial court's decision regarding a motion for summary disposition under MCR 2.116(C)(7) based on the statute of limitations. *Zarzyski v Nigrelli*, 337 Mich App 735, 740; 976 NW2d 916 (2021). In a motion brought under that subrule,

> this Court must consider not only the pleadings, but also any affidavits, depositions, admissions, or other documentary evidence filed or submitted by the parties. The contents of the complaint must be accepted as true unless contradicted by the documentary evidence. This Court must consider the documentary evidence in a light most favorable to the nonmoving party. If there is no factual dispute, whether a plaintiff's claim is barred under a principle set forth in MCR 2.116(C)(7) is a question of law for the court to decide. If a factual dispute exists, however, summary disposition is not appropriate. [*Id.* (quotation marks and citation omitted).]

This Court also reviews de novo the interpretation of contracts. *MK by Next Friend Knaack v Auburnfly, LLC*, ___ Mich App ___, ___; ___ NW2d ___ (2024).

III. ANALYSIS

We previously affirmed the trial court's grant of summary disposition based on our Supreme Court's decision in *Rory v Continental Ins Co*, 473 Mich 457, 470; 703 NW2d 23 (2005) ("an unambiguous contractual provision providing for a shortened period of limitations is to be enforced as written unless the provision would violate law or public policy"), and this Court's then-binding decision in *Clark v DaimlerChrysler Corp*, 268 Mich App 138, 141; 706 NW2d 471 (2005) ("Michigan has no general policy or statutory enactment prohibiting the contractual modification of the periods of limitations provided by statute.").[2]

Subsequently, in *Rayford*, however, the Supreme Court altered the legal landscape, holding that "*Rory*'s language purporting to reach beyond insurance contracts cannot reach adhesive employment agreements because such extension constitutes nonbinding dicta." *Rayford*, ___ Mich at ___; slip op at 24. Moreover, the Court in *Rayford* overruled this Court's decision in *Clark*, "disavow[ed] *Clark*'s extension of *Rory* [to] "adhesive employment contracts," *id*. at ___; slip op at 18, and held that "*Rory*'s observations are inapposite here," *id*. at ___; slip op at 22.

The Court in *Rayford* held that in the "narrow context of adhesion contracts," *id*. at ___; slip op at 28, it is appropriate to review a shortened contractual limitation provision for reasonableness. Therefore, "courts must now first determine whether a challenged employment agreement is adhesive and, if so, apply *Camelot* [*Excavating Co, Inc v St Paul Fire & Marine Ins Co*, 410 Mich 118; 301 NW2d 275 (1981)], to determine whether a shortened limitations period is reasonable." *Id*. at ___; slip op at 30.[3] It described that as applied to a contractually shortened limitations period, *Camelot*'s reasonableness test requires that: (1) the claimant have sufficient opportunity to investigate and file an action; (2) that the time not be so short as to work a practical abrogation of the right of action; and (3) that the action not be barred before the loss or damage can be ascertained. *Id*. at ___; slip op at 25, citing *Camelot*, 410 Mich at 127. Put another way,

[2] In granting summary disposition, the trial court also relied on *Rory* and *Clark*.

[3] The *Rayford* Court made clear that it was not holding that a six-month limitations period in an employment contract (or application) is unreasonable. *Id*. at ___; slip op at 30.

"a contractually shortened limitations period is reasonable if 'the party [subject to it] has . . . [the] opportunity to try his right to the courts.' " *Rayford*, ___ Mich at ___; slip op at 25 (citation omitted; alterations in original).

Because our Supreme Court in *Rayford* narrowed the applicability of *Rory*, overruled *Clark*, and altered the legal landscape for reviewing motions for summary disposition with respect to shortened limitations periods in the employment context, we reverse the trial court's order granting summary disposition in favor of defendant and remand for further consideration in light of *Rayford*.

Reversed and remanded for further proceedings consistent with this opinion and *Rayford*. We do not retain jurisdiction.

/s/ Mark T. Boonstra
/s/ James Robert Redford
/s/ Randy J. Wallace