STATE OF MICHIGAN

COURT OF APPEALS

SHANITA BRADLEY, ERICA CHAPPELL, ANGELA HAMM, and BARBARA KEMP,

Plaintiffs-Appellants,

v

FOUNTAIN BLEU HEALTH AND REHABILITATION CENTER INC,

Defendant-Appellee.

UNPUBLISHED
April 25, 2024

No. 365526
Wayne Circuit Court
LC No. 22-006362-CK

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

MALDONADO, J. (*concurring*).

I concur fully in the majority opinion. I write separately because, while I agree that there is insufficient authority upon which this Court could appropriately act, I share plaintiffs' public policy concerns regarding the enforceability of these arbitration agreements. I agree with the concurring opinion in *McMillon v Kalamazoo*, 983 NW2d 79, 83; 983 NW2d 79 (2023) (WELCH, J., concurring), that "[t]he validity of contractually shortened limitations periods is an important issue to both employers and employees." In my opinion, empowering employers to circumvent accountability for discriminatory practices by reducing the limitations period for proceeding with civil rights actions as a condition of employment is directly contrary to the purposes of the Elliot-Larson Civil Rights Act, MCL 37.2101 *et seq*. However, such a holding should be issued by the Supreme Court, not this Court. In November 2023, the Supreme Court conducted oral arguments[1] to consider the plaintiff's application for leave to appeal this Court's opinion in *Rayford v American House Roseville I, LLC*, unpublished per curiam opinion of the Court of Appeals, issued December 16, 2021 (Docket No. 355232) (holding that a contractual limitations period imposed

[1] See *Rayford v American House Roseville I, LLC*, 511 Mich 1010; 991 NW2d 199 (2023) (direction oral argument on application).

by an employment agreement was enforceable). I hope the Supreme Court will use this opportunity to hold that such agreements are unenforceable as contrary to public policy.

/s/ Allie Greenleaf Maldonado