STATE OF MICHIGAN

COURT OF APPEALS

GLORIA WOIDYLA, a/k/a GLORIA WOIDLYA,

Plaintiff-Appellant,

v

VILLAGE GREEN MANAGEMENT COMPANY and TONY TANKSLEY,

Defendants-Appellees.

UNPUBLISHED
October 22, 2002

No. 233497
Oakland Circuit Court
LC No. 2000-026225-NZ

Before: Hoekstra, P.J., and Wilder and Zahra, JJ.

PER CURIAM.

Plaintiff appeals as of right the trial court's order granting defendants' motion to dismiss and to compel arbitration. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Plaintiff executed an agreement to arbitrate all disputes arising out of her employment with Village Green Management Company. The agreement required that any claim be asserted within six months of the occurrence forming the basis for the claim, and that any claim brought would be subject to the exclusive jurisdiction of the American Arbitration Association. Nevertheless, plaintiff filed a three-count complaint claiming that she was sexually harassed by her supervisor, Tony Tanksley, and seeking damages and injunctive relief under the Michigan Elliott-Larsen Civil Rights Act (CRA), MCL 37.2101 *et seq*. Defendants moved to dismiss the case and to compel arbitration of plaintiff's claims, asserting that an agreement of the type signed by plaintiff was enforceable under both the Federal Arbitration Act, 9 USC 1 *et seq*., and the Michigan Arbitration Act, MCL 600.5001 *et seq*.

In response, plaintiff contended that assuming arguendo the arbitration agreement was valid, it was unenforceable because it abrogated certain of her rights under the CRA and was procedurally unfair. The trial court granted defendants' motion, finding the agreement did not prohibit arbitration of plaintiff's claims, and that it was procedurally fair. Subsequently, the trial court denied plaintiff's motion for reconsideration.

We review a trial court's decision on a motion to dismiss de novo. *Cork v Applebee's*, 239 Mich App 311, 315; 608 NW2d 62 (2000).

Predispute agreements to arbitrate statutory employment discrimination claims are valid if: (1) the parties have agreed to arbitrate the claims; (2) the statute does not prohibit such agreements; and (3) the agreement does not waive the substantive rights and remedies of the statute and the arbitration procedures are fair. *Rembert v Ryan's Family Steak Houses, Inc*, 235 Mich App 118, 156; 596 NW2d 208 (1999). The CRA does not prohibit arbitration. *Id*., 158.

Plaintiff argues the trial court erred by granting defendants' motion to dismiss the case and to compel arbitration of her claims. We disagree and affirm. Plaintiff no longer takes the position the arbitration agreement is invalid or, assuming arguendo it is valid, that it is procedurally unfair. The trial court correctly found the agreement did not waive plaintiff's substantive rights and remedies. The agreement does not refer to any civil rights agency, such as the Equal Employment Opportunity Commission (EEOC) or the MDCR, and does not prevent plaintiff from contacting any such agency for the purpose of filing a claim. The agreement does not purport to restrict an agency such as the EEOC or the MDCR from seeking to enforce plaintiff's civil rights. The requirement in the agreement that plaintiff must submit her personal claims to arbitration does not abrogate her substantive right to pursue a charge of discrimination in other, administrative forums. *Equal Opportunity Employment Comm v Frank's Nursery & Crafts, Inc*, 177 F3d 448, 461-462 (CA 6, 1999).

Furthermore, the requirement in the agreement that plaintiff bring her claim within six months of the occurrence forming the basis for the claim does not compel plaintiff to waive her substantive rights under the CRA. See *Timko v Oakwood Custom Coating, Inc*, 244 Mich App 234, 243-244; 625 NW2d 101 (2001). Dismissal was proper.

Affirmed.

/s/ Joel P. Hoekstra
/s/ Kurtis T. Wilder
/s/ Brian K. Zahra