

STATE OF MICHIGAN  
COURT OF APPEALS

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LAUREN PFEIFER,

Plaintiff-Appellant,

v

NORTHLAND ANESTHESIA ASSOCIATES,  
P.C.,

Defendant-Appellee,

and

PROVIDENCE HOSPITAL and IAN JACKSON,  
M.D.,

Defendants.

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UNPUBLISHED

May 4, 1999

No. 200476

Oakland Circuit Court

LC No. 96-528221 NZ

Before: Kelly, P.J., and Neff and Smolenski, JJ.

PER CURIAM.

Plaintiff appeals by leave granted the trial court order granting defendant Northland Anesthesia Associates partial summary disposition, based on a contractual agreement to arbitrate. We remand for additional proceedings. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Plaintiff was employed by defendant Northland Anesthesia Associates under an agreement that contained an arbitration provision, requiring that any controversy arising from or relating to the agreement shall be determined by arbitration in Oakland County in accordance with the rules of the American Arbitration Association. Plaintiff terminated her employment prior to the expiration of the contract, and filed this action alleging violation of the Civil Rights Act, MCL 37.2120 *et seq*; MSA 3.548(101) *et seq*.

The trial court found that plaintiff's sex discrimination claims clearly arose from or were related to the employment agreement. The Court found nothing in the Civil Rights Act which would preclude arbitration, and it granted summary disposition on the claims against Northland Anesthesia.

Subsequent to the trial court's order, several opinions were issued regarding the arbitrability of civil rights claims, culminating in the conflict panel decision in *Rembert v Ryan's Family Steak Houses, Inc.*, \_\_\_ Mich App \_\_\_; \_\_\_ NW2d \_\_\_ (Docket No. 196542, issued 4/9/1999). *Rembert* holds that a predispute agreement to arbitrate statutory employment discrimination claims is enforceable provided that the arbitration procedures are fair and that the agreement waives no substantive rights and remedies.

*Rembert* contains an extensive review of state and federal law of contracts, arbitration, and civil rights. The panel adopted new requirements to determine whether the parties intended to arbitrate statutory employment discrimination claims, and whether the arbitration procedures are fair and the agreement waives no substantive rights and remedies. The trial court did not have the benefit of this analysis at the time it rendered its decision on defendant's motion. As in *Rembert, supra*, it is necessary to remand this case for a determination whether the conditions were met for the application and enforcement of the agreement.

Remanded for application of the standards identified in *Rembert, supra*. We do not retain jurisdiction.

/s/ Michael J. Kelly

/s/ Janet T. Neff

/s/ Michael R. Smolenski