

STATE OF MICHIGAN  
COURT OF APPEALS

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STEPHEN G. COSTA,

Plaintiff-Appellant,

v

DAIMLER CHRYSLER CORPORATION,

Defendant-Appellee.

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UNPUBLISHED

June 3, 2004

No. 244743

Wayne Circuit Court

LC No. 01-141359-NF

Before: Markey, P.J., and Wilder and Meter, JJ.

PER CURIAM.

Plaintiff appeals as of right from a circuit court order granting defendant's motion for summary disposition on the ground that plaintiff's suit was barred by a six-month contractual limitations period. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Plaintiff's sole claim on appeal is that the trial court erred in enforcing the six-month limitations period because it abrogated his right to pursue a claim under the Persons with Disabilities Civil Rights Act, MCL 37.1101 *et seq.* The trial court's ruling on a motion for summary disposition is reviewed de novo. *Kefgen v Davidson*, 241 Mich App 611, 616; 617 NW2d 351 (2000). Whether a cause of action is barred by the statute of limitations is a question of law that is also reviewed de novo on appeal. *Ins Comm'r v Aageson Thibo Agency*, 226 Mich App 336, 340-341; 573 NW2d 637 (1997).

Plaintiff's claim is deemed abandoned because he has not cited any applicable legal authority in support of it. *Central Cartage Co v Fewless*, 232 Mich App 517, 529; 591 NW2d 422 (1998). Addressing the claim nonetheless, we find it to be without merit.

"Absent any statute to the contrary, the general rule followed by most courts has been to uphold provisions in private contracts limiting the time to bring suit where the limitation is reasonable, even though the period specified is less than the applicable statute of limitations." *Camelot Excavating Co, Inc v St Paul Fire & Marine Ins Co*, 410 Mich 118, 127; 301 NW2d 275 (1981). A limitation period is reasonable if "(1) the claimant has sufficient opportunity to investigate and file an action, (2) the time is not so short as to work a practical abrogation of the right of action, and (3) the action is not barred before the loss or damage can be ascertained." *Herweyer v Clark Hwy Services, Inc*, 455 Mich 14, 20; 564 NW2d 857 (1997). Inasmuch as this Court has upheld as reasonable a contractual limitations period of 180 days in a civil rights case,

*Timko v Oakwood Custom Coating, Inc*, 244 Mich App 234; 625 NW2d 101 (2001), the trial court did not err in granting defendant's motion.

Affirmed.

/s/ Jane E. Markey  
/s/ Kurtis T. Wilder  
/s/ Patrick M. Meter