STATE OF MICHIGAN

COURT OF APPEALS

EDWARD MACK,

Plaintiff–Appellant,

v

STAN SAX CORPORATION,

Defendant–Appellee.

UNPUBLISHED
June 21, 1996

No. 177240
LC No. 93-335191-NZ

Before: O'Connell, P.J., and Sawyer and G.R. Corsiglia,* JJ.

PER CURIAM.

Plaintiff appeals as of right from the trial court's May 24, 1994, order compelling arbitration and dismissing plaintiff's circuit court claims. Plaintiff's complaint alleged employment discrimination under the Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq*.; MSA 3.548(101) *et seq*., the Handicappers' Civil Rights Act, MCL 37.1101 *et seq*.; MSA 3.550(101) *et seq*., public policy violation, and breach of just-cause employment contract. We affirm.

Plaintiff argues that summary disposition pursuant to MCR 2.116(C)(7), on the basis of the arbitration clause in his contract with defendant, was improper because the contract was one of adhesion. Because, in essence, a contract of adhesion is a nonconsensual agreement forced upon a party against his will, *Morris v Metriakool*, 418 Mich 423, 472; 344 NW2d 736 (1984), such contracts are unenforceable. *Jones v Equitable Life Assurance Society*, 155 Mich App 472, 476; 400 NW2d 648 (1986). Generally, two things are considered in determining whether a contract is one of adhesion: first, the relative bargaining power of the parties, and second, whether the challenged term is reasonable. *Rehmann, Robson & Co v McMahan*, 187 Mich App 36, 43-44; 466 NW2d 325 (1991).

First, we find that the bargaining power of the parties is not so disparate as to be unfair. Plaintiff is an accountant with marketable skills; defendant, while certainly a larger entity, is only one of many corporations in need of accounting services. Even after signing the contract, the two-year non-competition clause contained in the contract could have little effect on plaintiff, whose skills as an

accountant could be utilized in many, if not most, businesses without violating the clause. Plaintiff also presented no genuine issue of material fact as to whether he was fraudulently induced to sign the contract. Second, there is nothing unreasonable about the agreement to arbitrate in this case. It was clearly worded and labeled in the independent contractor agreement. It is unlikely that any ordinary person signing this agreement would reasonably expect a jury trial as to claims arising under the contract. See *Morris, supra*. We therefore conclude that adhesion principles do not apply under these facts to void the independent contractor agreement. Summary disposition was, therefore, appropriate under MCR 2.116(C)(7) based on the valid arbitration clause agreed to by the parties.

Based on our decision above, we decline to address plaintiff's argument that he was actually an employee of defendant rather than an independent contractor, such that arbitration under the Federal Arbitration Act, 9 USC 2, could not be compelled. Even if this argument had merit, arbitration would still be compelled under the clear language of the valid contract.

Finally, we reject plaintiff's argument that the legal rights of victims of discrimination are diminished by arbitration. There is no public policy or other prohibition against the enforcement of a valid arbitration agreement that provides for meaningful arbitration in matters involving civil rights questions. *Heurtebise v Reliable Computers*, 207 Mich App 308, 311; 523 NW2d 904 (1994). Arbitration does not diminish rights under the Elliott-Larsen Civil Rights Act, but rather constitutes enforcement of the act in a different forum. *Id*. Because the civil rights protections afforded to handicapped persons under the Handicappers' Civil Rights Act are not unlike those afforded under the Elliott-Larsen Civil Rights Act, we find that arbitration is also an appropriate forum for determination of claims under that act as well.

Affirmed.

/s/ Peter D. O'Connell
/s/ David H. Sawyer
/s/ George R. Corsiglia