

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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KEVIN DAVIS and KEVIN MILLER,

Plaintiffs-Appellees,

and

CEDRINA DAVIS and PERRY GULLETTE, a/k/a  
TONY GULLETTE,

Plaintiffs,

and

MICHAEL EUBANKS and LE MELVA  
EUBANKS,

Plaintiffs/Counter-Defendants,

v

MEADE GROUP, INC., d/b/a  
POINTE DODGE, INC.,

Defendant/Counter-Plaintiff-  
Appellant,

and

KENNETH MEADE, BARRON MEADE, a/k/a  
BARON MEADE, and TERRY TADLOCK,

Defendants-Appellants.

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UNPUBLISHED  
January 10, 2006

No. 262189  
Wayne Circuit Court  
LC No. 03-332564-CZ

Before: O'Connell, P.J., and Smolenski and Talbot, JJ.

PER CURIAM.

Defendants, a car dealership and certain of its officers, appeal by leave granted from the circuit court's order denying their motion for summary disposition in connection with plaintiff

Kevin Miller. We reverse and remand for further proceedings. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Miller was employed with defendant Pointe Dodge as a salesperson. During the course of Miller's employment, defendants developed a Dispute Resolution Program which included an arbitration agreement. Miller signed an acknowledgement that he had received a copy of the Program and arbitration agreement, and then was terminated the following year.

Miller, along with the other plaintiffs, filed suit asserting racial discrimination and related allegations. Defendants moved for summary disposition in connection with Miller on the ground that his claims were subject to arbitration. The trial court denied the motion on the ground that the arbitration agreement disclaimed itself as an employment contract and included no indication that defendants were bound by it.

"The grant or denial of summary disposition as well as the existence and enforceability of an arbitration agreement are questions of law for a court to determine de novo." *Michelson v Voison*, 254 Mich App 691, 693-694; 658 NW2d 188 (2003). When reviewing a motion under MCR 2.116(C)(7) on the ground that a claim is barred because of an agreement to arbitrate, we accept the plaintiff's well-pleaded allegations as true and construe them in favor of the nonmoving party. *Id.* at 694.

There can be no dispute that "the overwhelming public policy of this state favors arbitration to resolve a wide variety of disputes." *Hetrick v Friedman*, 237 Mich App 264, 277; 602 NW2d 603 (1999). Accordingly, "any doubts about the arbitrability of an issue should be resolved in favor of arbitration." *DeCaminada v Coopers & Lybrand, LLP*, 232 Mich App 492, 499; 591 NW2d 364 (1998). "A true meeting of the minds is required for a valid arbitration agreement, just as in any contract." *McKain v Moore*, 172 Mich App 243, 253-254; 431 NW2d 470 (1988). See also *Heurtebise v Reliable Business Computers, Inc*, 452 Mich 405, 413; 550 NW2d 243 (1996). An arbitration agreement is not enforceable where it is set forth in an employment handbook that explicitly disclaims itself from creating a contract, and reserves to the employer the right unilaterally to modify its policies, because such provisions indicate that the employer does not intend to be bound by its terms. *Id.* at 412-414.

That the agreement at issue satisfies statutory requirements for a valid arbitration agreement is not in dispute. What is in dispute is whether the parties contractually bound themselves to it. If they did, then defendants' policy argument only underscores the propriety of enforcing it; if they did not, then defendants' policy argument cannot create contractual obligations where there was no contract.

Defendants' Dispute Resolution Program begins with a policy statement, which includes the following language:

By accepting or continuing employment with the Company on or after the effective date of this Program, the employee agrees as a condition of employment to process all claims against the Company solely in accordance with this Dispute Resolution Program, and to accept an arbitrator's award as a final, binding and exclusive determination of all Covered Claims.

Two paragraphs later is the statement, “This Dispute Resolution Program is not an employment contract and does not in any way alter the at-will status of the employee’s employment with the Company.” The question, then, is whether the language framing the agreement as “a condition of employment,” which on its face suggests that the continued employment relationship between the parties stands as consideration for purposes of forming a binding contract, is undercut by the later language disclaiming the agreement as an employment contract.

The general statement that the Program “is not an employment contract,” and the particular one that follows, “and does not in any way alter the at-will status of the employee’s employment with the Company,” are not equivalents. The particular statement could be read as a nonexhaustive list of what the general one means, in which case the general disclaimer deprives the whole Program of any contractual significance. However, the combination of those thoughts into a single sentence could be taken to indicate that the general statement is provided in support of the particular one which is really the crux of the sentence, in which case the Program’s terms are contractual in nature while retaining the at-will employment arrangement.

The various parts of a contract should be read together. See, e.g., *JAM Corp v AARO Disposal, Inc*, 461 Mich 161, 170; 600 NW2d 617 (1999). In this case, the only way to harmonize the plain words of consideration with the disclaimer that the document is not an employment contract is to take at face value its assertion that the parties offered their continuing employment obligations as consideration for agreement to the whole Dispute Resolution Program, including its arbitration agreement, but that the Program did not change the at-will status of the employment relationship. Moreover, the Dispute Resolution Program includes no language reserving to defendants the right to change the policies unilaterally. See *Heurtebise, supra* at 412-414. For these reasons, we conclude that defendants intended the Program, and its arbitration agreement, to bind them along with their employees.

We reverse and remand this case with instructions to dismiss this case in connection with Miller as one subject to arbitration. We do not retain jurisdiction.

/s/ Peter D. O’Connell  
/s/ Michael R. Smolenski  
/s/ Michael J. Talbot