

After *Rayford*: What Michigan Employers Should Know About Contractually Shortened Limitation Periods

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More than a year after [*Rayford v American House Roseville I, LLC*](#), Michigan courts are beginning to define what the decision means for employers that use agreements shortening the time employees have to bring legal claims. **The practical message is clear: employers should no longer assume that a six-month or one-year limitation period will be enforced simply because the provision is clearly written.** Courts will look closely at how the agreement was presented and whether the shortened period gave the employee a realistic opportunity to investigate and pursue a claim. (See [Bodman's August 7, 2025 Update analyzing the *Rayford* decision](#).)

What *Rayford* Changed

Before *Rayford*, employers often relied on Michigan decisions enforcing clearly stated contractual limitation periods, including provisions requiring employment claims to be filed within 180 days. *Rayford* changed that analysis for adhesive employment agreements. When an agreement is presented on a take-it-or-leave-it basis, a court must evaluate whether the shortened period is reasonable under the factors identified in [*Camelot Excavating*](#). Those factors focus on whether the employee had sufficient time to investigate and file suit, whether the deadline effectively eliminated the claim, and whether the period expired before the employee could reasonably determine the loss or damages. Employees may also raise traditional defenses such as procedural and substantive unconscionability.

What Courts Have Done Since *Rayford*

The decisions since *Rayford* reinforce that enforceability is now highly dependent on the facts. In [*Paris*](#), [*French*](#), [*Robinson*](#), [*Adilovic*](#), and [*Coleman*](#), the Michigan Court of Appeals reversed or vacated rulings enforcing shortened limitation periods and sent the cases back

for further consideration under *Rayford*. *Robinson* and *Coleman* found the agreements adhesive on the undisputed facts, and *Coleman* held that *Rayford* applies retroactively.

[*Pickens*](#) illustrates the kind of employee-specific evidence that can matter. There, a federal court denied summary judgment after considering circumstances that included the employee's severe pregnancy-related illness, childbirth, efforts to obtain counsel, a disputed termination date, and developing noneconomic damages. The lesson for employers is that there is no automatically safe contractual period. A six-month or one-year provision may be enforceable in one case and vulnerable in another depending on the agreement and the employee's practical ability to bring a claim.

***Rayford* Has Not Been Extended to Every Employment Agreement**

So far, courts have generally treated *Rayford* as a rule directed at contractually shortened limitation periods, not as a basis for invalidating every provision in an employment agreement. In [*May v Great Lakes Water Authority*](#), a federal court declined to apply *Rayford* to a ten-working-day grievance deadline in a collective bargaining agreement, emphasizing that the deadline resulted from union-management negotiations rather than individually imposed boilerplate.

Likewise, in [*Johnson v Best Buy Co.*](#) and [*Saidizand v GoJet Airlines, LLC*](#), the Michigan Court of Appeals concluded that *Rayford*'s specific *Camelot* analysis does not govern arbitration agreements, although ordinary principles concerning adhesion and unconscionability still matter. The courts upheld arbitration provisions that used neutral procedures and preserved statutory rights and remedies. *Johnson* also upheld a clearly disclosed, mutual jury-trial waiver associated with arbitration.

Viking Group, Inc. v Wallace reached a similar conclusion with respect to forum-selection, Michigan choice-of-law, noncompetition, nonsolicitation, and confidentiality provisions. Rather than extending *Rayford*'s limitations-period test to those provisions, the court analyzed each under the legal standards that ordinarily govern it and enforced the challenged provisions.

Key Employer Takeaways

- **Review employment agreements that shorten statutes of limitation.** A provision that was drafted when a clearly stated 180-day period was commonly viewed as enforceable may warrant another look after *Rayford*.
- **Do not treat six months, one year, or any other period as automatically valid.** Employers seeking to enforce a shortened deadline should be prepared for a fact-specific inquiry into whether the employee had a meaningful opportunity to investigate and pursue the claim.

- **Pay attention to how agreements are presented.** Because adhesion is an important threshold issue, the circumstances surrounding assent and the clarity and prominence of the provision can become relevant to enforcement.
- **Maintain records that may support enforcement.** Employers should preserve the agreement and information concerning how it was presented and accepted and should be prepared to address whether the employee retained a practical ability to exercise statutory rights and remedies.
- **Do not assume *Rayford* invalidates other common employment provisions.** Arbitration clauses, jury waivers, restrictive covenants, confidentiality provisions, forum-selection clauses, and choice-of-law provisions continue to be analyzed primarily under the rules applicable to those provisions, although traditional unconscionability principles may still apply.
- **Expect the law to continue developing.** Future Michigan decisions may further define *Rayford*'s reach, including how its reasoning affects other contract terms. Employers should review agreement forms periodically as that case law develops.

For employers, *Rayford* is best viewed as a reason to reassess rather than automatically abandon shortened limitation provisions. The strongest position is to use carefully drafted, conspicuous terms and to be prepared to show that enforcement would not deprive an employee of a meaningful opportunity to pursue a claim.

Please contact the author, John David Gardiner (616-205-3123 | jgardiner@bodmanlaw.com), or any member of Bodman's [Workplace Law Group](#) if you have questions about *Rayford*, the enforceability of employment agreement provisions, or whether your organization's forms should be reviewed considering these developments. Bodman cannot respond to your questions or receive information from you without establishing an attorney-client relationship and clearing potential conflicts with other clients. Thank you for your patience and understanding.

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