

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

MICHELLE HAYWOOD

v.

FORD MOTOR CREDIT CO., LLC

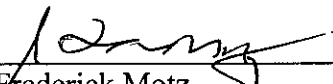
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Civil No. – JFM-14-1671

MEMORANDUM

The Fourth Circuit has remanded this case for this court to consider the effect of *Cain v. Midland Funding, LLC*, 452 Md. 141, 156 A.3d 807 (Md. 2017), upon the issues to be decided. Having considered the matter, I reach the conclusion that *Cain* has no implication here. Midland’s motion to compel arbitration was brought under the Maryland Uniform Arbitration Act. In contrast, Ford Motor Credit’s motion was filed under federal law, specifically Section 3 of the Federal Arbitration Act. “Unlike some waiver doctrines, ‘the circumstances giving rise to a statutory default are limited and, in light of the federal policy favoring arbitration, are not to be lightly inferred.’” Accordingly, I reaffirm my ruling granting Ford Motor Credit’s motion to compel arbitration and ordering the parties to arbitrate their dispute pursuant to the arbitration agreement.

Date: August 7, 2017



J. Frederick Motz
United States District Judge

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DISTRICT OF MARYLAND
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