

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MAINE

Bangor Savings Bank v. Darling Consulting Group

No. 1:25-cv-00652-JCN (D. Me. June 4, 2026) · No. 1:25-cv-00652-JCN · Decided June 4, 2026

SUMMARY

The United States District Court for the District of Maine denies Darling Consulting Group’s motion to compel arbitration under the Federal Arbitration Act. The court concludes that the arbitration provision in the parties’ 2020 Master Services Agreement applies only to credit stress testing services covered by the attached fee schedule, not to preexisting asset-liability management services governed by separate engagement letters. Because the claims concern the ALM services and the governing agreement did not include an applicable arbitration provision, the court denies the motion.

CASE DETAILS

COURT	United States District Court for the District of Maine
WRITING FOR THE COURT	John C. Nivison
JURISDICTION	United States District Court for the District of Maine
DECIDED	June 4, 2026
DOCKET	1:25-cv-00652-JCN
DISPOSITION	writ_denied
PROCEDURAL POSTURE	Defendant moved under the Federal Arbitration Act to compel arbitration and to stay or dismiss the action. The district court denied the motion.
STANDARD OF REVIEW	The court evaluated the motion to compel arbitration under the summary-judgment standard to determine whether a genuine dispute existed regarding the parties' agreement to arbitrate. Contract formation and the scope of an arbitration agreement were determined under ordinary state-law principles.
PRECEDENTIAL VALUE	unpublished district court order

TOPICS

- arbitration
- contract interpretation
- contracts
- commercial litigation
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the 2020 Master Services Agreement and its arbitration provision governed Bangor Savings' claims arising from the preexisting ALM-services engagement letters.
2. Whether the court or an arbitrator should decide whether the arbitration provision applied to the ALM dispute.
3. Whether Darling established the existence of a valid and enforceable agreement requiring arbitration of the claims.

HOLDINGS

1. The court, not the arbitrator, must decide which contract governs when one contract delegates arbitrability disputes to arbitration and another contract either expressly or implicitly commits those disputes to the courts.
2. The MSA's arbitration clause did not apply to Bangor Savings' claims concerning the ALM services because the MSA and attached Fee Schedule were limited to the separate Credit Stress Testing services and did not incorporate the preexisting ALM engagement letters.

KEY QUOTATIONS

“where, as here, parties have agreed to two contracts—one sending arbitrability disputes to arbitration, and the other either explicitly or implicitly sending arbitrability disputes to the courts—a court must decide which contract governs.”

“Generally speaking, ‘a party cannot be required to submit to arbitration any dispute which [it] has not agreed to so submit.’”

“The claims set forth in Bangor Savings’ complaint do not constitute a dispute regarding the MSA or the Credit Stress Testing services described in the Fee Schedule attached to the MSA.”

FACTUAL BACKGROUND

Bangor Savings and Darling had a longstanding relationship under engagement letters for asset-liability-management modeling and financial consulting services. In 2020, the parties executed a Master Services Agreement and attached Fee Schedule concerning a separate Credit Stress Testing service; the MSA contained an arbitration clause covering disputes regarding the defined services, fee schedules, statements of work, or the MSA. Bangor Savings later alleged that Darling improperly applied a repricing script to a broad group of loans in the ALM model, causing substantial financial losses, and Darling sought to arbitrate those claims under the MSA.

PROCEDURAL HISTORY

Bangor Savings Bank filed an action seeking damages for breach of contract, negligence, breach of fiduciary duty, and negligent misrepresentation arising from Darling Consulting Group's alleged mismanagement of an

asset-liability-management model. Darling moved to compel arbitration based on a 2020 Master Services Agreement. After reviewing the complaint, motion record, written submissions, and oral arguments, the court denied the motion.

DISPOSITION

writ_denied

CASES CITED

- Air-Con, Inc. v. Daikin Applied Latin Am., LLC, 21 F.4th 168, 171 n.1, 174, 176 (1st Cir. 2021)
- Epic Sys. Corp. v. Lewis, 584 U.S. 497, 505-06 (2018)
- Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp., 460 U.S. 1, 24 (1983)
- AT&T Mobility LLC v. Concepcion, AT&T Mobility LLC v. Concepcion, 563 U.S. 333, 339 (2011)
- Rent-A-Center, W., Inc. v. Jackson, 561 U.S. 63, 67-68 (2010)
- E.E.O.C. v. Waffle House, Inc., 534 U.S. 279, 288 (2002)
- Morgan v. Sundance, Inc., 596 U.S. 411, 413 (2022)
- N.E. Emergency Apparatus LLC v. Mine Respirator Co., No. 2:25-cv-00556-SDN, 2025 WL 3718367, at *3 (D. Me. Dec. 23, 2025)
- Mills v. ALA Mgmt. Servs., Inc., No. CV-24-00441-PHX-SMB, 2024 WL 4972003, at *4 (D. Ariz. Dec. 4, 2024)
- McKenzie v. Brannan, 19 F.4th 8, 16 (1st Cir. 2021)
- First Options of Chi., Inc. v. Kaplan, 514 U.S. 938, 942, 944 (1995)
- Coinbase, Inc. v. Suski, 602 U.S. 143, 145, 149-53 (2024)
- Bosse v. N.Y. Life Ins. Co., 992 F.3d 20, 24-30 (1st Cir. 2021)
- Stolt-Nielsen S.A. v. AnimalFeeds Int'l Corp., 559 U.S. 662, 681-82 (2010)
- Volt Info. Sciences, Inc. v. Bd. of Trs. of Leland Stanford Junior Univ., 489 U.S. 468, 478-79 (1989)
- Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc., 473 U.S. 614, 626 (1985)
- Me. Sch. Admin. Dist. No. 68 v. Johnson Controls, Inc., 222 F. Supp. 2d 50, 55 (D. Me. 2002)
- Fluehmann v. Assocs. Fin. Servs., No. CIV.A. 01-40076-NMG, 2002 WL 500564, at *6 (D. Mass. Mar. 29, 2002)
- Next Step Med. Co. v. Johnson & Johnson Int'l, 619 F.3d 67, 71-72 (1st Cir. 2010)
- Combined Energies v. CCI, Inc., 514 F.3d 168, 171-72, 174 (1st Cir. 2008)
- Peerless Ins. Co. v. Brennon, 564 A.2d 383, 385 (Me. 1989)
- Fit Tech, Inc. v. Bally Total Fitness Holding Corp., 374 F.3d 1, 9-10 (1st Cir. 2004)
- Crowe v. Bolduc, 334 F.3d 124, 137 (1st Cir. 2003)
- Bangor Hydro-Elec. Co. v. New England Tel. & Tel. Co., 62 F. Supp. 2d 152, 157 (D. Me. 1999)
- BBJ, Inc. v. MillerCoors, LLC, No. 12-cv-11305-IT, 2015 WL 4465410, at *6 (D. Mass. July 21, 2015)
- AT&T Techs., Inc. v. Communications Workers of Am., 475 U.S. 643, 648 (1986)

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