

MICHIGAN COURT OF APPEALS

Jane Doe #1 v. Dr. John Pispidikis

Doe #1 · No. 372831 · Decided March 17, 2026

SUMMARY

The Michigan Court of Appeals held that the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act applies only to arbitration agreements involving a transaction affecting interstate commerce under the Federal Arbitration Act. The court vacated the trial court’s denial of summary disposition because the trial court had not determined whether the underlying medical-services contract involved commerce. The case was remanded for further proceedings, including consideration of the plaintiff’s alternative arguments.

CASE DETAILS

COURT	Michigan Court of Appeals
WRITING FOR THE COURT	Matthew S. Ackerman; Randy J. Wallace, P.J.; Kristina Robinson Garrett, J.; Matthew S. Ackerman, J.
JURISDICTION	Michigan Court of Appeals
DECIDED	March 17, 2026
DOCKET	372831
DISPOSITION	vacated
PROCEDURAL POSTURE	Defendant appealed by leave granted from the denial of his motion for summary disposition under MCR 2.116(C)(7), which was based on an arbitration agreement.
STANDARD OF REVIEW	The court reviews de novo a trial court's decision on a motion for summary disposition under MCR 2.116(C)(7), as well as whether an arbitration agreement exists and is enforceable.
PRECEDENTIAL VALUE	Published Michigan Court of Appeals opinion
PARTIES	Dr. John Pispidikis v. Jane Doe #1

TOPICS

- contracts
- statutory interpretation
- constitutional law
- standard of review
- appellate procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act, 9 U.S.C. § 402(a), applies to an arbitration agreement when the underlying transaction has no demonstrated connection to interstate commerce.
2. Whether the trial court erred by applying 9 U.S.C. § 402(a) without first determining whether the arbitration agreement concerned a transaction involving commerce under 9 U.S.C. § 2.

HOLDINGS

1. The EFAA applies only to arbitration agreements in contracts evidencing a transaction involving commerce within the meaning of 9 U.S.C. §§ 1 and 2; it does not apply more broadly to purely intrastate transactions merely because the dispute concerns sexual assault or sexual harassment.
2. The trial court erred by holding the arbitration agreement invalid under the EFAA without first determining whether the underlying contract evidenced a transaction involving commerce under 9 U.S.C. § 2.

KEY QUOTATIONS

“For a federal law to be enforceable, it must rest on one of those enumerated powers, whether or not the statute expressly recites its constitutional basis.” (-2-)

“The EFAA is therefore an exception to the general rule of 9 USC 2 and applies no more broadly than 9 USC 2 itself—that is, to transactions involving “commerce” as defined in 9 USC 1.” (-4-)

“Accordingly, it is necessary to determine whether this contract involved a “transaction involving commerce” under 9 USC 2 before the EFAA may apply.” (-4-)

FACTUAL BACKGROUND

Dr. John Pispidikis, a nurse practitioner and chiropractor employed by Medcare, Inc., treated plaintiff at Spinal Recovery Center. Plaintiff alleged that Pispidikis touched her inappropriately for his own sexual gratification during medical treatment and sued Pispidikis and Medcare for battery and sexual battery, among other claims. Plaintiff had signed an arbitration agreement covering disputes concerning whether medical services were improperly, negligently, or incompetently rendered, including disputes unrelated to medical malpractice.

PROCEDURAL HISTORY

Plaintiff sued Dr. John Pispidikis and Medcare, Inc., alleging battery and sexual battery, among other claims. Defendants moved for summary disposition, arguing that plaintiff had signed an arbitration agreement. The trial court held that the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act invalidated the agreement without requiring a showing that the underlying transaction involved interstate commerce. The Michigan Court of Appeals vacated that order and remanded for the trial court to determine whether the transaction involved commerce under 9 U.S.C. § 2.

DISPOSITION

vacated

REMAND INSTRUCTIONS

Vacate the order denying defendant's motion for summary disposition and remand for further proceedings, including a determination whether the contract evidenced a transaction involving commerce under 9 U.S.C. § 2. Plaintiff may renew on remand her arguments that the arbitration agreement does not bind defendant and violates public policy. The court did not retain jurisdiction.

CASES CITED

- M'Culloch v. Maryland, 17 U.S. (4 Wheat.) 316, 405 (1819)
- Galea v. FCA US LLC, 323 Mich. App. 360, 368; 917 N.W.2d 694 (2018)
- Bautista v. Star Cruises, 396 F.3d 1289, 1296 (11th Cir. 2005)
- GE Energy Power Conversion France SAS v. Outokumpu Stainless USA, LLC, 590 U.S. 432, 437 (2020)
- Kauffman v. The Chicago Corp., 187 Mich. App. 284, 286; 466 N.W.2d 726 (1991)
- Southland Corp. v. Keating, 465 U.S. 1, 11 (1984)
- New Prime Inc. v. Oliveira, 586 U.S. 105, 111 (2019)
- CompuCredit Corp. v. Greenwood, 565 U.S. 95, 98 (2012)
- Citizens Bank v. Alafabco, Inc., 539 U.S. 52, 56-57 (2003)
- Allied-Bruce Terminix Cos. v. Dobson, 513 U.S. 265, 281 (1995)
- Aguirre v. Department of Corrections, 307 Mich. App. 315, 326; 859 N.W.2d 267 (2014)
- Mangum v. Ross Dress for Less, Inc., 777 F. Supp. 3d 519, 532 (E.D.N.C. 2025)