

PS Fin., LLC v Eureka Woodworks, Inc

2017 NY Slip Op 33534(U)

December 14, 2017

Supreme Court, Richmond County

Docket Number: Index No. 150833/2017

Judge: Orlando Marrazzo, Jr.

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This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF RICHMOND
PS FINANCE, LLC, A NEW YORK LIMITED
LIABILITY COMPANY,**

DCM PART 21

HON. ORLANDO MARRAZZO, JR.

Plaintiff(s),

Index No.: 150833/2017

-against-

Motion No. 1, 2, 3

**EUREKA WOODWORKS, INC; PARKER
LAW FIRM, LTD; TIMOTHY S. PARKER
ESQUIRE, Individually.**

Defendant(s).

The following numbered to were fully submitted on 12TH Day of September, 2017

	Papers Numbered
Notice of Motion For Summary Judgment In Lieu of Complaint with Supporting papers and Exhibits, dated April 7, 2017	1
Defendant Parker’s Affirmation in Opposition with Supporting papers and Exhibits, dated May 10, 2017	2
Plaintiff’s Reply, dated May 22, 2017	3
Notice of Motion For Summary Judgment In Lieu of Complaint with Supporting papers and Exhibits, dated June 23, 2017	4
Notice of Cross-Motion by all defendants for Summary Judgment against plaintiff with Supporting papers and Exhibits, dated July 10, 2017	5
Reply, dated August 5, 2017	6

All motions herein are denied and all further court action on this matter are referred to arbitration.

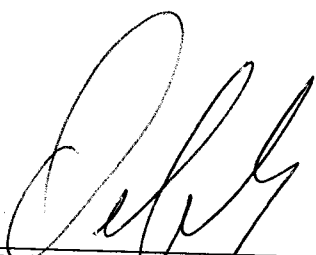
Article 10 of "Plaintiff's Agreement" between the parties herein is the Arbitration Clause.

According to the Arbitration Clause, "[t]his agreement will be construed in accordance with the law of the State of New York. Any controversy or claim arising out of or relating to this contract, including without limitation the interpretation, validity, enforceability or breach thereof, shall be settled by final, binding arbitration administered by the American Arbitration Association in accordance with its commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof...."

Clearly, by contract the parties herein elected to use arbitration. Accordingly, this court at this juncture does not have jurisdiction over this matter. This court dismisses this action and directs the parties to seek their redress in arbitration as defined in Article 10 of their agreement.

This constitutes the decision and order of the court.

Dated: December 14, 2017
Staten Island, New York



Orlando Marrazzo, Jr.,
Acting Justice, Supreme Court