

Bryant v Triborough Bridge & Tunnel Auth.

2024 NY Slip Op 31779(U)

May 22, 2024

Supreme Court, New York County

Docket Number: Index No. 450144/2023

Judge: Hasa A. Kingo

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This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. HASA A. KINGO PART 05M

Justice

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SHEANEE BRYANT,

Plaintiff,

- v -

TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY,
ALFREDO HERNANDEZ, M.T.A. BRIDGES AND
TUNNELS, METROPOLITAN TRANSIT AUTHORITY, THE
CITY OF NEW YORK, DONATUS OYARAME, AMERICAN
UNITED TRANSPORTATION INC.,UBER
TECHNOLOGIES, INC.,UBER USA, LLC., SECHS-NY,
LLC,RAISER-NY LLC

Defendant.

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INDEX NO. 450144/2023
MOTION DATE 03/21/2024
MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57

were read on this motion to/for STAY.

With the instant motion, defendants UBER TECHNOLOGIES, INC., UBER USA, LLC, SECHS-NY, LLC, and RASIER-NY, LLC (hereinafter collectively "Uber") move for an order staying this action and all discovery proceedings until the completion of the arbitration between Plaintiff and Uber pending in the American Arbitration Association (hereinafter "AAA"), Case No. 01-24-0000-1500, and for such other and further relief as the court may deems just and proper. The motion is unopposed.

BACKGROUND AND ARGUMENT

This case arises from an alleged incident that occurred on November 12, 2021, near the intersection of Willow Avenue and East 134th Street in the Bronx, New York. Plaintiff Sheanee Bryant ("Plaintiff") asserts that she was a passenger in a vehicle driven by defendant Donatus

Oyaramé (hereinafter “Oyaramé”), prior to the incident. Plaintiff claims that Oyaramé’s vehicle collided with a vehicle operated by defendant Alfredo Hernandez. Oyaramé contests plaintiff’s allegations and denies any involvement in an incident on November 12, 2021. Plaintiff connected with Oyaramé through her use of the rider version of the Uber app (“Rider App”).

Plaintiff filed a summons and complaint in Bronx County Supreme Court on September 23, 2022. In her complaint, plaintiff alleges that she sustained personal injuries because of Oyaramé’s negligence. Furthermore, Plaintiff alleges that Uber is vicariously liable for Oyaramé’s negligence.

Plaintiff used the Rider App to request a ride, which Oyaramé accepted, picking her up at her location. When plaintiff created her account to use the Rider App (“Uber Account”), she consented to Uber’s terms and conditions, which included an arbitration provision. Additionally, on February 1, 2021, when she used the Rider App, she agreed to arbitrate the claims asserted in this action, as those claims fall within the scope of the arbitration agreement. Plaintiff also agreed to the arbitration agreement on January 5, 2022, and January 20, 2023.

Because of their agreement to arbitrate this dispute, on May 31, 2023, Uber timely sent Plaintiff a Notice of Intention to Arbitrate pursuant to CPLR § 7503(c) (hereinafter “7503(c) Demand”) via certified mail, return receipt requested. The 7503(c) Demand referenced the relevant terms of the arbitration agreement Plaintiff agreed to when she used the Rider App on February 1, 2021. Plaintiff’s counsel was served with the 7503(c) Demand on June 5, 2023.

Pursuant to CPLR § 7503(c), Plaintiff was required to file a motion to stay the arbitration within twenty (20) days of service of the 7503(c) Demand. No petition was ever filed, and Uber argues that Plaintiff is, accordingly, “precluded from objecting that a valid agreement was not made or has not been complied with” (*see* CPLR § 7503[c]).

Uber submits that this court does not need to address whether a valid arbitration agreement was made because Plaintiff failed to timely file or serve a petition or motion to stay the arbitration in accordance with CPLR § 7503(c) and is therefore precluded from objecting that a valid arbitration agreement was made or has not been complied with. In Uber's assessment, the only issue before the court now is whether a stay must be imposed to prevent two different tribunals from adjudicating the same issues and to ensure that Uber's rights are not prejudiced by having to litigate its dispute with the Plaintiff in two different forums.

Moreover, Uber has already begun to prosecute its arbitration against Plaintiff. Pursuant to their arbitration agreement, Uber filed a demand for arbitration with the AAA. The AAA has acknowledged receipt of the demand and assigned the arbitration proceeding Case No. 01-24-0000-1500.

Plaintiff does not oppose Uber's instant application.

DISCUSSION

Arbitration "is a favored method of dispute resolution in New York" (*New Brunswick Theological Seminary v. Van Dyke*, 184 AD3d 176, 178 [2d Dept 2020]). The same is true nationally (*see Nitro-Lift Techs., L.L.C. v. Howard*, 568 US 17, 20 [2012][Federal Arbitration Act declares a national policy favoring arbitration]; 9 USC § 2). Thus, as here, "[w]here there is no substantial question whether a valid agreement was made or complied with . . . the court shall direct the parties to arbitrate" (*see* CPLR § 7503[a]). "Once a valid arbitration agreement is identified, an arbitration should only be stayed 'when the sole matter sought to be submitted to arbitration is clearly beyond the arbitrator's power'" (*Protostorm, Inc. v. Foley & Lardner LLP*,

193 AD3d 486, 486 [1st Dept 2021] quoting *Silverman v. Benmor Coats, Inc.*, 61 NY2d 299, 309 [1984]).

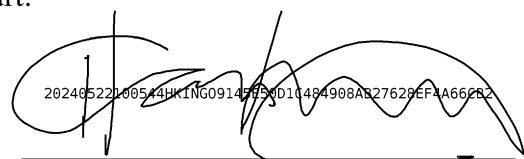
Moreover, it has been repeatedly held that, “where arbitrable and nonarbitrable claims are inextricably interwoven, the proper course is to stay judicial proceedings pending completion of the arbitration, particularly where the determination of issues in arbitration may well dispose of nonarbitrable matters” (see e.g., *Lake Harbor Advisors, LLC v. Settle. Services Arb. and Mediation, Inc.*, 175 AD3d 479, 480 [2d Dept 2019]; *Weiss v. Nath*, 97 AD3d 661, 663 [2d Dept 2012]; *Anderson St. Realty Corp. v. New Rochelle Revitalization, LLC*, 78 AD3d 972, 975 [2d Dept 2010]). Here, there is one event—an accident—from which all the instant issues arise. It is therefore likely that the determination of issues in arbitration may well dispose of nonarbitrable matters that may be litigated within this court.

Accordingly, it is hereby

ORDERED, Uber’s motion to stay this action and all discovery proceedings until the completion of the arbitration between Plaintiff and Uber pending in the American Arbitration Association, Case No. 01-24-0000-1500 is granted, which shall therefore operate as a stay of this proceeding in its entirety; and it is further

ORDERED that the Clerk of the Court is directed to mark this matter as stayed in accordance with this court’s decision and order.

This constitutes the decision and order of the court.


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HASA A. KINGO, J.S.C.

5/22/2024
DATE

CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION	
	<input checked="" type="checkbox"/>	GRANTED	<input type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>	SUBMIT ORDER	<input type="checkbox"/>
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>
				REFERENCE	