SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. LESLIE A. STROTH** **PART** **12M**

Justice

----------X

PARINA PATEL,

Plaintiff,

- v -

UNITED DENTAL CORPORATION, AMIT CHOKSHI

Defendant.

----------X

INDEX NO. 162227/2024

MOTION DATE 07/15/2025

MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17

were read on this motion to/for COMPEL ARBITRATION.

FACTUAL BACKGROUND

Plaintiff Parina Patel commenced this action on December 16, 2024, asserting claims for retaliation under New York Labor Law § 740 and intentional infliction of emotional distress against her former employer, Defendant United Dental Corporation ("UDC"), and its President and Executive Director, Defendant Amit Chokshi.

According to the complaint, Plaintiff was employed by UDC as Vice President of Finance pursuant to an Employment Agreement executed on May 7, 2024. She alleges that in August 2024, Chokshi made age-related remarks regarding a job candidate and directed Plaintiff not to interview the individual. Patel reported her concerns to Human Resources, after which she claims she was subjected to hostility and ultimately terminated on October 1, 2024.

Defendants now move pursuant to CPLR 7503(a) for an order compelling arbitration of Plaintiff's claims and staying this action, or in the alternative dismissing the complaint pursuant to CPLR 3211(a)(7). In opposition, Plaintiff argues that the arbitration provision is unenforceable on grounds of public policy and unconscionability. Defendants reply that the Employment

Agreement contains a valid delegation clause and broad arbitration mandate, and that Plaintiff's challenges must themselves be resolved in arbitration

LEGAL STANDARD

CPLR 7503(a) provides that "[a] party aggrieved by the failure of another to arbitrate may apply for an order compelling arbitration. Where there is no substantial question whether a valid agreement was made or complied with, and the claim sought to be arbitrated is not barred by limitation under subdivision (b) of section 7502, the court shall direct the parties to arbitrate." Courts in New York recognize a "strong public policy favoring arbitration as a means of resolving disputes" (*see Prinze v Jonas*, 38 NY2d 570, 574 [1976]).

"Where the existence or validity of an arbitration agreement itself is timely raised by a party seeking a stay of arbitration or opposing an application to compel arbitration, issues relating to the validity of the contract must be determined by the court." (*Housekeeper v Lourie*, 39 AD2d 280, 283 [1st Dept 1972]).

When determining whether a particular dispute is arbitrable, a court must determine whether the dispute falls within the scope of the arbitration agreement and whether the dispute is one that may be submitted to arbitration without violation of any law or public policy. (*Matter of Platovsky v City of New York*, 49 AD3d 842, 842-43 [2d Dept 2008] (internal citations omitted). However, threshold questions as to the enforceability of the arbitration agreement itself may be delegated to the arbitrator by agreement between the parties. (*see Wu v Uber Tech., Inc., 43 NY3d 288, 294 [2024]*)

DISCUSSION

Here, Defendants have produced Plaintiff's executed Employment Agreement dated May 7, 2024. Section 9 of that Agreement contains a broad dispute resolution provision, stating:

> "Any dispute, claim, or controversy that may arise under or relate to this Agreement (including the validity, scope and enforceability of this arbitration provision) shall be solely and finally decided by mandatory and binding arbitration before a single arbitrator…The arbitration proceedings shall be held in New York, New York and shall be administered by the American Arbitration Association in accordance with its applicable rules including but not limited to rules relating to the selection of the arbitrator and to pre-hearing discovery."

The provision further states that "[t]he arbitrator shall be empowered to award any appropriate remedy, including but not limited to monetary damages, injunctive relief or other equitable relief, but shall have no power or authority to award damages for non-economic loss, including punitive or exemplary damages." In addition, the Agreement expressly provides that "THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR EMPLOYMENT."

Plaintiff does not dispute that she signed this Agreement, or that her claims for retaliation under Labor Law § 740 and intentional infliction of emotional distress arise directly from her employment relationship and therefore fall within the broad language of the arbitration clause. Rather, Plaintiff argues that the arbitration clause should not be enforced due to unconscionability and overriding public policy.

Those arguments cannot prevail at this stage. First, the arbitration clause itself explicitly delegates issues concerning its "validity, scope and enforceability" to the arbitrator. Under *Wu v Uber Tech., Inc.*, supra, where such a delegation provision is present and unchallenged, the Court must compel arbitration and leave questions of enforceability to the arbitrator. Plaintiff does not specifically challenge the validity of the delegation clause.

Second, there is no basis for concluding that arbitration of these claims would violate public policy. Retaliation and employment-related tort claims are routinely subject to arbitration

in New York, absent statutory prohibition. While Plaintiff invokes public policy concerns, including statutory whistleblower protections, those issues may be considered by the arbitrator in the first instance. New York law makes clear that the presumption in favor of arbitration must be honored where the agreement is valid and encompasses the claims asserted.

Accordingly, the Court finds that (1) there exists a valid and binding arbitration agreement between Plaintiff and UDC; (2) Plaintiff's claims fall squarely within the scope of that agreement; and (3) no statutory or public policy bar precludes arbitration. Defendants' motion to compel arbitration must therefore be granted, and this action stayed pursuant to CPLR 7503(a) pending the result of the arbitration. Defendants' further request to dismiss the complaint is denied, as the matter is stayed pending arbitration and as such should not be dismissed outright at this juncture. (*Allied Bldg. Inspectors Intern. Union of Operating Engineers, Local Union No. 211, AFL-CIO v Off. of Labor Relations of City of New York,* 45 NY2d 735, 738 [1978]; *Dissolution of Princeton Info., Ltd.*, 235 AD2d 234, 234 [1st Dept 1997]).

The court has considered the remaining arguments of the parties and finds such unavailing.

Accordingly; it is hereby

ORDERED that Defendant's motion to compel arbitration in accordance with the Employment Agreement is granted and this action is stayed pending that arbitration.

The foregoing constitutes the decision and order of the court.

9/23/2025
DATE

HON. LESLEE A. STROTH
J.S.C.

CHECK ONE:		CASE DISPOSED			X	NON-FINAL DISPOSITION	
	X	GRANTED		DENIED		GRANTED IN PART	OTHER
APPLICATION:		SETTLE ORDER				SUBMIT ORDER	
CHECK IF APPROPRIATE:		INCLUDES TRANSFER/REASSIGN				FIDUCIARY APPOINTMENT	REFERENCE