

**Park v Cobb B LLC**

2026 NY Slip Op 31776(U)

April 20, 2026

Supreme Court, New York County

Docket Number: Index No. 650815/2026

Judge: Phaedra F. Perry-Bond

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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. PHAEDRA F. PERRY-BOND PART 35

Justice

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INDEX NO. 650815/2026

CHRISTINE PARK

MOTION DATE 02/13/2026

Plaintiff,

MOTION SEQ. NO. 002

- v -

COBB B LLC D/B/A LAMB INSURANCE SERVICES,

DECISION + ORDER ON MOTION

Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 002) 11, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26

were read on this motion to/for PREL INJUNCTION/TEMP REST ORDR

Upon the foregoing documents, Plaintiff's motion for a preliminary injunction is denied without prejudice. Defendant's cross motion to compel arbitration is granted.

In September 2022, Plaintiff began working for Defendant in the field of insurance brokerage services. Despite excelling at her position, Plaintiff alleges she was passed over for promotion based on sex and gender discrimination. In March of 2025, Defendant allegedly changed the method by which Plaintiff earned commissions which allegedly deprived Plaintiff of compensation she already earned. Plaintiff alleges she objected to the changed commission structure and in retaliation for her objection was terminated one week later.

As part of her employment, Plaintiff signed a restrictive covenant which allegedly barred Plaintiff from working in the insurance brokerage industry within a 300-mile radius of Defendant's offices. After her termination, Plaintiff received a job offer from another insurance brokerage firm, but Defendant allegedly refused to waive the restrictive covenant. Plaintiff now sues Defendant for gender discrimination under the New York State Human Rights law ("NYSHRL") and discrimination and retaliation under the New York City Human Rights Law ("NYCHRL"). She

also alleges violations of New York Labor Law (“NYLL”) §§ 191, 193, and 198 based on allegedly unpaid wages and commissions, retaliation for a wage complaint in violation of NYLL § 215. Finally, Plaintiff seeks a declaratory judgment that the restrictive covenant is unenforceable.

Plaintiff moves by order to show cause for a preliminary injunction enjoining Defendant from enforcing the restrictive covenant. In opposition, Defendant cross moves to compel arbitration and to stay this action. Defendant argues that the confidentiality, post-employment, and alternative dispute resolution agreement signed by Plaintiff requires arbitration with respect to “any dispute or claim” arising out of Plaintiff’s employment. It further expressly empowers the arbitration to issue injunctive relief. Plaintiff opposes the cross motion.

The motion for a preliminary injunction is denied, without prejudice, and the cross motion to compel arbitration and stay this action pending the outcome of arbitration is granted. The arbitration clause reads as follows:

“Any dispute or claim that arises out of or that relates to Employee’s employment with Company, termination of employment or in any way arises out of or that is based upon the employment relationship (including any wage claim, any claim for wrongful termination, or any claim based upon any statute, regulation, or law, including, but not limited to, those dealing with employment discrimination, sexual harassment, civil rights, age, or disabilities), including tort claims (except a tort that is a “compensable injury” under Workers’ Compensation Law), shall be settled by arbitration administered by the American Arbitration Association in accordance with its Employment Dispute Arbitration Rules, except that unless prohibited by controlling law for any given arbitration proceeding the losing party, as determined by the arbitrator, shall pay all the arbitrator’s fees.”

New York public policy favors enforcement of contracts for arbitration (*Cooper v Bruckner*, 21 A.D.3d 758 [1st Dept 2005]). Neither party disputes that the arbitration agreement is valid, nor is there any dispute that broadly worded arbitration clause encompasses claims brought in this dispute. Since the parties agreed that the AAA rules govern, “questions concerning the scope and validity of the arbitration agreement, including issues of arbitrability, are reserved

for the arbitrators” (*Badme v Aecom*, 244 AD3d 403, 403 [1st Dept 2025]; *Anima Group, LLC v Emerald Expositions, LLC*, [1st Dept 2021]; *Flintlock Const. Services, LLC v Weiss*, 122 AD3d 51, 54 [1st Dept 2014]). Because the parties agreed that the existence, scope or validity of the arbitration agreement is an issue for the arbitrator to decide, the Court’s inquiry into the validity of the agreement must end there (*see also Life Receivables Trust v Goshawk Syndicate 102 at Lloyd’s*, 66 AD3d 495, 496 [1st Dept 2009], *aff’d* 14 NY3d 850 [2010], *cert denied* 562 U.S. 962 [2010]).<sup>1</sup> The arbitration agreement allows the parties to seek injunctive relief, therefore to the extent the arbitrator deems the arbitration clause valid and enforceable, the motion for a preliminary injunction is denied, without prejudice, with leave to renew in the arbitration.

Accordingly, it is hereby,

ORDERED that Plaintiff’s motion for a preliminary injunction is denied without prejudice and Defendant’s cross motion to compel arbitration is granted; and it is further

ORDERED that Plaintiff shall arbitrate her claims against Defendant in accordance with the parties’ arbitration agreement; and it is further

ORDERED that all proceedings in this action are hereby stayed, except for an application to vacate or to modify said stay; and it is further

ORDERED that either party may make an application by order to show cause to vacate or to modify this stay upon the final determination of the arbitration; and it is further

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<sup>1</sup> Although Plaintiff argues that she does not have the financial means to arbitrate, she relies solely on an attorney affirmation to make this argument without providing her own affidavit or any documents reflecting income or assets available.

ORDERED that within 10 days of entry, counsel for Defendant shall serve a copy of this Decision and Order, with notice of entry, on Plaintiff via NYSCEF.

This constitutes the Decision and Order of the Court.

4/20/26

DATE



HON. PHAEDRA F. PERRY-BOND, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED  DENIED

GRANTED IN PART  OTHER

APPLICATION:  SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:  INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT  REFERENCE