

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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	:	
NICHOLAS PACCIANO,	:	
	:	
Plaintiff,	:	MEMORANDUM DECISION AND
	:	ORDER
– against –	:	
	:	25-CV-02621 (AMD) (LKE)
CENTERLINE LOGISTICS CORP., et al.,	:	
	:	
Defendants.	:	
	:	
-----	X	

ANN M. DONNELLY, United States District Judge:

The plaintiff brings this action against Centerline Logistics Corporation (“Centerline”), Harley Marine NY, Inc. (“HMNY”), and Harley Marine Special Leasing, LLC (“HMSL”) under the Jones Act, 46 U.S.C. § 30104, and the general maritime law of the United States. The plaintiff alleges that the spinal injuries he sustained while working aboard the defendants’ tugboat were the result of the defendants’ negligence, the vessel’s unseaworthiness, and the defendants’ breach of their obligation to provide prompt medical treatment, maintenance and cure. The plaintiff seeks compensatory damages for his medical expenses, lost wages and benefits, and pain and suffering.

Before the Court is the defendants’ motion to compel arbitration and stay the action pending arbitration. As explained below, the Court grants the motion.

BACKGROUND

The following facts are drawn from the complaint, exhibits, and declarations submitted in this case.

Defendant Centerline is a Delaware corporation engaged in the maritime transportation business. (ECF No. 13-18 ¶ 2.) Centerline provided various support services to related business entities, including co-defendants HMNY and HMSL. (*Id.*)

The plaintiff applied for a position with Centerline via Centerline’s website, and received a job offer for a “Deckhand” position from HMNY. (*Id.* ¶¶ 3, 6.) The offer letter explained that as “consideration” for the job offer, the plaintiff was “agreeing to arbitrate” “any dispute, claim or controversy arising out of or related to [his] employment.” (*Id.* ¶ 6.) The plaintiff signed the job offer letter on April 26, 2022. (*Id.* ¶ 7.) On the same day, he executed an “Arbitration Agreement” by checking a box appearing next to the word “Signature.” (*Id.* ¶ 11; ECF No. 13-23.) The following language was under the signature line: “checking the checkbox above is equivalent to a handwritten signature.” (ECF No. 13-23 at 3.)

The Arbitration Agreement states, in relevant part:

You and the Company, including any parents, sisters, or subsidiaries, agree that any claim, dispute or controversy arising out of or relating to your offer letter, or the breach thereof, or based upon your employment relationship or the termination thereof with the Company (but excluding workers’ compensation and unemployment insurance claims), shall use arbitration as described herein as the sole and exclusive forum, subject to the “Opt-Out” provisions described herein. This includes claims, disputes or controversies brought under federal, state, industrial welfare commission orders, or local laws. This includes, but is not limited to, tort claims, wage claims, premium pay, overtime, meal or rest periods, one day’s rest in seven violations, payday or payroll violations, sick leave, leave period claims (such as FMLA), wrongful termination, discrimination, retaliation, or harassment claims, or any other claim based upon any ordinance, statute, regulation, administrative rule, judicial decision, or common law related to, involving or interpreting the employment relationship. This agreement to arbitrate is completely voluntarily [sic]. Whether you elect to sign this agreement or not is your choice. Your employment will not be affected in any way whether you choose to sign or not. Even if you elect to sign this agreement, you also have 30 days to opt-out of the arbitration agreement.

(ECF No. 13-23 at 2.) The parties agree that the plaintiff signed the Arbitration Agreement.

(ECF No. 13-1 at 2–3; ECF No. 16 at 3.) They also agree that the Arbitration Agreement is part of the plaintiff’s employment contract. (*See* ECF No. 13-1 at 5; ECF No. 16 at 16.)

The plaintiff also signed a “Crew Member Agreement” which provided that the arbitration agreement “if signed, mandates arbitration of all claims arising out of or related to the Crew Member’s employment.” (ECF No. 13-18 ¶ 10.)

The plaintiff worked for the defendants from May 4, 2022 until October 12, 2022. (*Id.* ¶¶ 13, 15.) He alleges that he suffered spinal injuries while working as a deckhand aboard the defendants’ tugboat on October 11, 2022, and that those injuries got worse over days because of the defendants’ negligence and other violations. (ECF No. 1 ¶¶ 43–48.) He brought claims for negligence (*id.* ¶¶ 36–52), unseaworthiness (*id.* ¶¶ 53–58), and maintenance and cure (*id.* ¶¶ 59–65) under the Jones Act and general maritime law.

The defendants served the plaintiff with a demand for arbitration on April 15, 2025. (ECF No. 13-2 ¶ 7.) The plaintiff brought this lawsuit against the defendants on May 9, 2025. (*See* ECF No. 1.) The defendants moved to compel arbitration and stay the action pending arbitration on October 6, 2025. (*See* ECF No. 13.)

LEGAL STANDARD

In deciding motions to compel arbitration, courts generally apply a standard “similar to that applicable for a motion for summary judgment.” *Barrows v. Brinker Rest. Corp.*, 36 F.4th 45, 49 (2d Cir. 2022).

The moving party must show that “there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. . . . Once the moving party has met its burden, ‘the nonmoving party must come forward with specific facts showing that there is a genuine issue for trial.’” *Carvant Fin. LLC v. Autoguard Advantage Corp.*, 958 F. Supp. 2d 390,

394 (E.D.N.Y. 2013) (citations omitted). “[T]he nonmoving party cannot survive summary judgment by casting mere ‘metaphysical doubt’ upon the evidence produced by the moving party.” *Id.* (citations omitted). On a motion for summary judgment, the court considers “all relevant, admissible evidence submitted by the parties.” *Nicosia v. Amazon.com, Inc.*, 834 F.3d 220, 229 (2d Cir. 2016) (quoting *Chambers v. Time Warner, Inc.*, 282 F.3d 147, 155 (2d Cir. 2002)). In so doing, the court “must draw all reasonable inferences in favor of the non-moving party.” *Id.*

DISCUSSION

I. Authority to Decide the Instant Motion

Article III, Section 2 of the Constitution confers admiralty jurisdiction on federal courts. That jurisdiction extends to contracts involving maritime employment. *See Exxon Corp. v. Cent. Gulf Lines, Inc.*, 500 U.S. 603, 612 (1991); *Kossick v. United Fruit Co.*, 365 U.S. 731, 741 (1961). Tort actions also fall under federal admiralty jurisdiction if the alleged tort occurred in “navigable waters” and the activity giving rise to the incident had a substantial relationship to traditional maritime activity. *See* 28 U.S.C. § 1333; *Hayes v. Cnty. of Nassau*, 557 F. App’x 49, 51 (2d Cir. 2014).

The plaintiff alleges Jones Act claims and maritime torts based on an alleged injury he sustained while in navigable waters. (*See* ECF No. 1 ¶ 54.) His employment contract with the defendants, which includes the arbitration agreement at issue, is a maritime contract. *See Madeja v. Olympic Packer, LLC*, 155 F. Supp. 2d 1183, 1209 (D. Haw. 2001) (“A seaman’s contract to work aboard a vessel is a maritime contract.”), *aff’d*, 310 F.3d 628 (9th Cir. 2002). The Court therefore has jurisdiction to decide this motion.

Still, the Court’s authority is limited. Ordinarily, a “gateway dispute about whether the parties are bound by a given arbitration clause raises a ‘question of arbitrability’ for a court to

decide.” *Howsam v. Dean Witter Reynolds, Inc.*, 537 U.S. 79, 84 (2002) (citation omitted). Here, however, the parties elected to delegate that authority to an arbitrator, as the Arbitration Agreement clearly provides: “Any controversy concerning whether an issue can be arbitrated shall be determined by the arbitrator.” (ECF No. 13-23 at 2.) The Agreement also includes an embedded hyperlink to the webpage of the chosen arbitrator, JAMS, which states that the arbitrator has the authority to determine arbitrability of issues. (ECF No. 13-18 ¶ 12; ECF No. 13-24.) The parties’ delegation of authority to determine arbitrability to the arbitrator is enforceable. *See Rent-A-Center, W., Inc. v. Jackson*, 561 U.S. 63, 68–69 (2010). Under these circumstances, JAMS must determine the arbitrability of the plaintiff’s claims.

Accordingly, the Court’s role here is limited to determining the validity of the parties’ agreement. *See Caremark, LLC v. Chickasaw Nation*, 43 F.4th 1021, 1029 (9th Cir. 2022).

II. Choice of Law

A court determining whether parties agreed to arbitrate ordinarily applies state contract law. *Nicosia*, 834 F.3d at 231. In this case, however, federal law applies, because the contract at issue is a maritime employment contract. *See Kossick*, 365 U.S. at 741.

The plaintiff’s argument that New Jersey law applies is not persuasive. “When a contract is a maritime one, and the dispute is not inherently local, federal law controls the contract interpretation.” *Norfolk S. Ry. Co. v. Kirby*, 543 U.S. 14, 22–23 (2004). This dispute is not inherently local. The plaintiff claims that he was injured on the defendants’ tugboat while in “navigable waters” (ECF No. 1 ¶ 37), and subsequent events related to the injury, including three hospital visits, occurred in Puerto Rico (*id.*). The plaintiff is a New Jersey resident. (*Id.* ¶ 1.) The defendants are companies incorporated in Delaware and New York, with principal places of business in Washington and New Jersey. (ECF No. 13-1 at 1–2.) Because the dispute is not inherently local, federal maritime law — “generally federal common law” — not state law,

controls. *Garanti Finansal Kiralama A.S. v. Aqua Marine & Trading Inc.*, 697 F.3d 59, 69 (2d Cir. 2012).

“Federal courts apply ‘ordinary principles of maritime contract law’ to disputes involving maritime contracts.” *Nippon Yusen Kaisha v. FIL Lines USA Inc.*, 977 F. Supp. 2d 343, 349 (S.D.N.Y. 2013) (quoting *Asoma Corp. v. SK Shipping Co.*, 467 F.3d 817, 823 (2d Cir. 2006)). These “ordinary principles” include “common law principles of contract interpretation.” *Nippon Yusen Kaisha*, 977 F. Supp. 2d at 349. Maritime contracts “must be construed like any other contracts: by their terms and consistent with the intent of the parties.” *CITGO Asphalt Refin. Co. v. Frescati Shipping Co., Ltd.*, 589 U.S. 348, 355 (2020) (quotations and citations omitted). “Where the words of a contract in writing are clear and unambiguous, its meaning is to be ascertained in accordance with its plainly expressed intent.” *Id.* (citations omitted).

III. Motion to Compel Arbitration

a. The FAA’s Exclusion of Seamen’s Employment Contracts

According to the plaintiff, the Arbitration Agreement is not enforceable under the Federal Arbitration Act (FAA). The FAA covers arbitration provisions contained in most employment contracts. *See Cir. City Stores, Inc. v. Adams*, 532 U.S. 105, 118–119 (2001). However, the statute excludes from its ambit arbitration provisions in contracts of employment for seamen and transportation workers: “[N]othing herein contained shall apply to contracts of employment of seamen, railroad employees, or any other class of workers engaged in foreign or interstate commerce.” 9 U.S.C. § 1. The parties do not dispute that the Arbitration Agreement is part of a contract of employment of a seaman. (ECF No. 13-1 at 5; ECF No. 16 at 16.) The FAA therefore does not apply here.

The plaintiff argues that the FAA’s exclusion gives seamen “special status to have arbitration clauses voided;” thus, he claims, the Court must find that the Arbitration Agreement

is unenforceable. (ECF No. 16 at 14.) But “under federal maritime law, there is nothing inherently invalid or unenforceable about an agreement to arbitrate disputes relating to the employment of seamen.” *O’Dean v. Tropicana Cruises Int’l, Inc.*, No. 98-CV-4543, 1999 WL 335381, at *2 (S.D.N.Y. May 25, 1999). The FAA’s exclusion “does not mean . . . that arbitration provisions in seaman’s employment contracts are unenforceable, but only that the particular enforcement mechanisms of the FAA are not available.” *Id.* Accordingly, the FAA’s exclusion for seamen does not make the Arbitration Agreement unenforceable.

b. Jones Act Claims

Next, the plaintiff asserts that the Arbitration Agreement is unenforceable as to his Jones Act claims because the Jones Act prohibits any contractual waiver of his rights to a jury trial. That argument fails.

The Jones Act “contains no expression of intent to limit the pursuit of its remedies to the judicial forum alone. Indeed, it simply states that an injured seaman ‘*may, at his election, maintain an action for damages at law, with the right of trial by jury.*’ This language, in itself, does not forbid arbitration as an alternative method of dispute resolution.” *Barbieri v. K-Sea Transp. Corp.*, No. 05-CV-4950, 2006 WL 3751215, at *6 (E.D.N.Y. Dec. 19, 2006) (quoting 46 U.S.C. § 688). “By agreeing to arbitrate a statutory claim, a party does not forgo the substantive rights afforded by the statute; it only submits to their resolution in an arbitral, rather than a judicial, forum.” *Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, 473 U.S. 614, 628 (1985). Therefore, “so long as the prospective litigant effectively may vindicate its statutory cause of action in the arbitral forum, the statute will continue to serve both its remedial and deterrent function.” *Id.*; *see also Harrington v. Atl. Sounding Co.*, 602 F.3d 113, 122 (2d Cir. 2010) (rejecting seaman plaintiff’s argument that the Jones Act invalidated arbitration agreement with his employer). Under the Arbitration Agreement, the plaintiff may vindicate the rights

afforded to him by the Jones Act in arbitration. The plaintiff's Jones Act claims, therefore, are not a bar to enforcing the Arbitration Agreement.

c. Validity of the Arbitration Agreement

The plaintiff also claims that the agreement is not valid under federal common law. This argument is not persuasive.

The defendants "bear the initial burden of showing that an agreement to arbitrate was made." *Palmer v. Starbucks Corp.*, 735 F. Supp. 3d 407, 416 (S.D.N.Y. 2024). "This burden does not require the moving party to show initially that the agreement would be enforceable, merely that one existed." *Hines v. Overstock.com, Inc.*, 380 F. App'x 22, 24 (2d Cir. 2010) (summary order).

The defendants have met their burden. The defendants submitted declarations and accompanying copies of the offer letter, the Arbitration Agreement, and a crew member agreement that referred to the arbitration agreement. (ECF Nos. 13-21 (offer letter), 13-22 (crew member agreement), 13-23 (Arbitration Agreement).) According to the offer letter, the plaintiff agreed to arbitrate his disputes with the defendants under the existing rules of JAMS "as consideration for" the offer of employment. (ECF No. 13-21 at 3.) A promise of employment is sufficient consideration for an arbitration agreement. *Chen-Oster v. Goldman, Sachs & Co.*, 449 F. Supp. 3d 216, 241 (S.D.N.Y. 2020), *objections overruled*, No. 10-CV-695, 2021 WL 4199912 (S.D.N.Y. Sept. 15, 2021). The Arbitration Agreement bears the plaintiff's electronic signature, which is an objective manifestation of the plaintiff's assent to the contract's terms. (ECF No. 13-23 at 3.) *See Fantastic Indus., Inc. v. Kryman*, No. 20-CV-2402, 2021 WL 2809979, at *3 (E.D.N.Y. July 6, 2021), *aff'd*, No. 21-1919, 2022 WL 2186951 (2d Cir. June 17, 2022).

Because the defendants have met their burden of showing a valid agreement, the burden shifts to the plaintiff to demonstrate a "substantial issue on the existence" of the agreement.

Hamrit v. Citigroup Glob. Mkts., Inc., No. 22-CV-10443, 2024 WL 1312254, at *5 (S.D.N.Y. Mar. 26, 2024) (citation omitted). “This requires [the plaintiff] to come forward ‘with at least some evidence to substantiate his denial that an agreement had been made.’” *Palmer*, 735 F. Supp. 3d at 418 (quoting *Barrows*, 36 F.4th at 50). Like other contracts, arbitration agreements may also be invalidated by “generally applicable contract defenses, such as fraud, duress, or unconscionability.” *Rent-A-Center*, 561 U.S. at 68 (quoting *Doctor’s Assocs., Inc. v. Casarotto*, 517 U.S. 681, 687 (1996)).

The plaintiff claims that the Agreement does not identify the statutory and maritime common law rights being waived, that it is not clear whether the agreement covers certain claims, that it is deceptive and misleading, and that it is a contract of adhesion. (ECF No. 16 at 27, 32–37.)

The plaintiff has not met his burden. He admits that he signed the Arbitration Agreement, “although not fully understanding or appreciating everything in the documents.” (ECF No. 16-2 ¶ 4.) A plaintiff’s subjective understanding of a signed contract’s meaning does not defeat his objective manifestation of assent to the agreement’s plain language. *Fantastic Industries*, 2021 WL 2809979, at *3; *see also Akhter v. Compass Grp. USA, Inc.*, No. 22-CV-2194, 2022 WL 16838330, at *2 (S.D.N.Y. Nov. 9, 2022).

The plaintiff’s claims that he “did not agree to arbitrate tort claims” (ECF No. 16-2 ¶ 10) or his Jones Act claims (*id.* ¶ 22) are refuted by the plain terms of the Agreement, which states in relevant part:

This includes claims, disputes or controversies **brought under federal**, state, industrial welfare commission orders, or local **laws**. **This includes**, but is not limited to, **tort claims**, wage claims, premium pay, overtime, meal or rest periods, one day’s rest in seven violations, payday or payroll violations, sick leave, leave period claims (such as FMLA), wrongful termination, discrimination,

retaliation, or harassment claims, or any other claim based upon any ordinance, statute, regulation, administrative rule, judicial decision, or common law related to, involving or interpreting the employment relationship.

(ECF No. 13-23 at 2 (emphasis added).) The Agreement covers federal claims broadly, including both statutory and common law claims, and tort claims. Contracts need not explain in detail what rights may or may not be available in specific scenarios, so long as the agreement's language makes the inclusion of such specifics unnecessary. *See Hill v. Hornbeck Offshore Servs., Inc.*, 799 F. Supp. 2d 658, 663 (E.D. La. 2011). "While the words 'injury' or 'accident' are not specifically used, the agreement explains that its broad scope covers tort claims which, of course, often arise out of injuries or accidents." *Id.* (analyzing similar arbitration agreement and granting motion to compel arbitration). Because of its broad language, the Agreement does not need to identify the specific statutory and maritime common law rights available to the plaintiff in case of injury.

In addition, the plaintiff says that the Agreement is ambiguous about which claims are covered, and that his Jones Act claims are not covered. Under the Arbitration Agreement, the arbitrator — not the Court — must decide whether claims, including the plaintiff's Jones Act claims, are arbitrable. *See Patrick v. Running Warehouse, LLC*, 93 F.4th 468, 480 (9th Cir. 2024) ("While the general rule is that a district court decides whether a claim falls within the scope of an arbitration agreement, such questions can be expressly delegated to the arbitrator where the contracting parties clearly and unmistakably provide otherwise. When the parties do so, a court may not override the contract and has no power to decide the arbitrability issue." (quotations and citations omitted)). Although this Court does not see any ambiguity, it is for the arbitrator, not the Court, to resolve whether the Arbitration Agreement covers the plaintiff's Jones Act claims.

The plaintiff's other arguments are also meritless. The plaintiff has not cited evidence that the agreement is deceptive and misleading or that factual misrepresentations were made during the hiring process. The plaintiff's argument that the Arbitration Agreement is an unenforceable adhesion contract also fails. Adhesion contracts are not *per se* unenforceable, *see AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 346 n.6 (2011), and the plaintiff has provided no reason it should be so here. Moreover, the Agreement contains an opt-out provision, which weighs against a finding that the Agreement is unenforceable. *See Saizhang Guan v. Uber Techs., Inc.*, 236 F. Supp. 3d 711, 731 (E.D.N.Y. 2017) (collecting cases).

For these reasons, the plaintiff has not met his burden to show the Arbitration Agreement is invalid. Nor has he demonstrated the existence of a genuine issue of material fact that would preclude a finding that the Agreement is valid and enforceable as a matter of law. Having determined that the Arbitration Agreement is valid, the court must enforce the agreement according to its terms, including the rules under which the arbitration will be conducted. *Am. Exp. Co. v. Italian Colors Rest.*, 570 U.S. 228, 233 (2013) (quotations and citations omitted).

IV. Staying the Action Pending Arbitration

Under the FAA, where a court grants a motion to compel arbitration and a party requests a stay of the action, the court must stay the action pending completion of the arbitration. 9 U.S.C. § 3 (“[T]he court . . . shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement.”). Because the FAA does not apply here, the Court is not required to stay the action. However, the Court has inherent authority to manage its docket. *See Dietz v. Bouldin*, 579 U.S. 40, 47 (2016). Accordingly, the Court grants the defendants’ request for a stay of the action pending arbitration.

CONCLUSION

For these reasons, the defendant's motion to compel arbitration is granted. The action is stayed pending arbitration.

SO ORDERED.

s/Ann M. Donnelly

ANN M. DONNELLY
United States District Judge

Dated: Brooklyn, New York
May 26, 2026