

**SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION,  
FIRST DEPARTMENT**

**Badme v. AECOM**

2025 NY Slip Op 06640 (1st Dep't 2025) · No. Index No. 152683/24; Appeal No. 5275; Case No. 2025-01695 ·  
Decided December 2, 2025

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**OPINION**

**PER CURIAM.**

Badme v AECOM ( 2025 NY Slip Op 06640 ) Badme v AECOM 2025 NY Slip Op 06640  
Decided on December 02, 2025 Appellate Division, First Department Published by New York  
State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and  
subject to revision before publication in the Official Reports. Decided and Entered: December 02,  
2025 Before: Renwick, P.J., Scarpulla, Kapnick, Mendez, JJ. Index No. 152683/24|Appeal No.  
5275|Case No. 2025-01695| [\*1]George J. Badme Jr., Plaintiff-Appellant, v AECOM, Defendant-  
Respondent.

Walden Macht Haran & Williams LLP, New York (Milton L. Williams of counsel), for appellant.  
DLA Piper, New York (Brian S. Kaplan of counsel), for respondent. Order, Supreme Court, New  
York County (Mary V. Rosado, J.), entered on or about March 12, 2025, which granted  
defendant's motion to compel arbitration and stay the action, unanimously affirmed, without costs.

The arbitration provision in the employment agreement between plaintiff and defendant is a broad  
provision requiring "all disputes arising out of or relating to the agreement" to be referred to  
arbitration under AAA rules. Those rules in turn "authorize an arbitration tribunal to rule on its  
own jurisdiction, including any objections with respect to the existence, scope or validity of the  
arbitration agreement" ( *Life Receivables Trust v Goshawk Syndicate* 102 at Lloyd's, 66 AD3d  
495, 496 [1st Dept 2009], *affd* 14 NY3d 850 [2010], *cert denied* 562 US 962 [2010]).

Accordingly, the issue as to whether the expiration of the employment term affects the  
enforceability of the arbitration provision is one of arbitrability, which is for the arbitrators to  
determine ( *see id.* at 496; *see also* *Schindler v Cellco Partnership*, 200 AD3d 505, 506 [1st Dept  
2021]; *Remco Maintenance, LLC v CC Mgt. & Consulting, Inc.*, 85 AD3d 477, 480 [1st Dept  
2011]).

While the motion court properly recognized the effect of the broad arbitration provision and  
granted the motion to compel on that basis, the court should not have addressed the merits ( *see*  
*L&R Exploration Venture v Grynberg*, 22 AD3d 221, 222 [1st Dept 2005], *lv denied* 6 NY3d 749

[2005]; *Fairfield Towers Condominium. Assn. v Fishman*, 1 AD3d 252 [1st Dept 2003]; see also *ACEquip Ltd. v American Engineering Corp.*, 315 F3d 151, 155-156 [2d Cir 2003]).

The complaint asserts at least some claims that are plainly within the scope of the employment agreement and would be subject to arbitration if the arbitrators determine that the arbitration obligation was not entirely extinguished by the expiration of the employment term.

Accordingly, the court properly stayed this action in its entirety pending the determination by the arbitrators on the arbitrability issues ( see *County Glass & Metal Installers, Inc. v Pavarini McGovern, LLC*, 65 AD3d 940, 940-941 [1st Dept 2009]).THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: December 2, 2025