

Circuit Court for Baltimore City
Case No. 24-C-21-002896

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 1211

September Term, 2021

JEAN-VENEL ALADIN

v.

UBER TECHNOLOGIES, INC.

Berger,
Friedman,
Harrell, Glenn T., Jr.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Friedman, J.

Filed: November 4, 2022

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. MD. RULE 1-104.

Appellant Jean-Venel Aladin appeals (1) the grant, by the Circuit Court for Baltimore City, of appellee Uber Technologies, Inc.’s (“Uber”) motion to compel arbitration and the ensuing dismissal of his complaint without prejudice, and (2) the denial of his motion to request that Uber pay the fees for arbitration. Mr. Aladin, representing himself, asks us to determine whether the trial court was legally correct in deciding the motions. For the reasons that follow, we will affirm the trial court’s orders.

BACKGROUND

In June 2021, Mr. Aladin filed a wrongful termination action against Uber alleging that after three years of providing excellent service as a ride share driver, he was “fired for no reason whatsoever” and informed that his request to enter into an independent contractor relationship with Uber had been denied. Uber responded by moving to compel arbitration and stay the action in the circuit court pending the completion of arbitration. In support of its motion, Uber explained that Mr. Aladin had signed two agreements, a Technology Services Agreement (“TSA”) and a Platform Access Agreement (“PAA”), each of which contained an enforceable provision requiring Mr. Aladin to arbitrate “any dispute arising out of or related to” the agreements and his relationship with Uber, including “termination of the relationship.” Despite having the choice to opt out of the arbitration provision, Uber continued, Mr. Aladin did not do so. Instead, he signed both agreements, which further provided that an arbitrator, rather than a court, would resolve disputes about the applicability, scope, or enforceability of the agreements. Uber requested that the trial court enforce the arbitration provisions in the agreements and compel Mr. Aladin to arbitrate his

claims, and “stay all judicial proceedings, including any obligation of Uber to respond to the substantive allegations of [Mr. Aladin’s] claims, until arbitration is completed.”

Mr. Aladin did not file an opposition to Uber’s motion. The trial court granted Uber’s motion and ordered that “this action is DISMISSED WITHOUT PREJUDICE for Plaintiff to pursue arbitration if he wishes to do so. It is further ordered that Plaintiff shall pay the costs of this action.”

Although the court’s order to pay the costs of the action presumably related to the costs in the circuit court case, Mr. Aladin appears to have interpreted the order as a requirement that he pay the costs of any arbitration, because he then filed a motion seeking to have Uber pay the arbitration fees. In his motion, Mr. Aladin referenced Section 15.3(vi) of the TSA, which requires Uber to pay the arbitration costs if required by law, or, if not required by law, to split the costs with Mr. Aladin.¹

¹ Section 15.3(vi) of the TSA provides, in relevant part:

In all cases where required by law, the Company will pay the Arbitrator’s and arbitration fees. If under applicable law the Company is not required to pay all of the Arbitrator’s and/or arbitration fees, such fee(s) will be appropriated equally between the Parties or as otherwise required by applicable law. However, you will not be required to bear any type of fee or expense that you would not be required to bear if you had filed the action in a court of law. Any disputes in that regard will be resolved by the Arbitrator as soon as practicable after the Arbitrator is selected, and Company shall bear all of the Arbitrator’s and arbitration fees until such time as the Arbitrator resolves any such dispute.

Similarly, the PAA, Section 13.6(c), states: “In all cases where required by law, we will pay the Arbitrator’s fees, as well as all fees and costs unique to arbitration. Otherwise, such fee(s) will be apportioned between the parties in accordance with said applicable law, and any disputes in that regard will be resolved by the Arbitrator.”

Uber opposed Mr. Aladin’s motion on the ground that it was premature and not properly before the trial court. Uber added that it “will pay its fair share of any arbitration fees when the time comes, but no arbitration has been initiated, and a dispute over the fee allocation between the parties would be decided by the arbitrator [and not the court] in any event.”

The trial court denied Mr. Aladin’s motion “both because this action has been dismissed without prejudice and because any allocation of apportionment of the fees is for the arbitrator to determine.”

DISCUSSION

Mr. Aladin contends that the trial court was not legally correct in dismissing his complaint and in denying his motion requesting that Uber pay the arbitration fees.² In his view, dismissal of his complaint was not the appropriate remedy when “both parties agree that the case should stay pending in the court of law until arbitration is completed.” In addition, he continues, the TSA and the PAA require that the fees for the arbitration should be apportioned between the parties, or as required by law, rather than borne solely by him.

Pursuant to the Maryland Uniform Arbitration Act (“MUAA”), §§ 3-201 through 3-234 of the Courts and Judicial Proceedings Article, an agreement to arbitrate is considered valid, irrevocable, and enforceable. *Walther v. Sovereign Bank*, 386 Md. 412, 423-25 (2005). Under the MUAA, “courts are generally enjoined ... from interfering with the arbitration process,” except for their authority to compel or to stay arbitration. *Stauffer*

² Mr. Aladin does not contest the portion of the trial court’s order that granted Uber’s motion to compel arbitration.

Constr. Co. v. Bd. of Educ. of Montgomery Cty., 54 Md. App. 658, 664 (1983). If a trial court invokes that authority, “[a]n order compelling arbitration is a final and appealable judgment of the trial court.” *Ford v. Antwerpen Motorcars Ltd.*, 443 Md. 470, 476 (2015). “When reviewing a trial court’s decision compelling arbitration, [the appellate court’s] role extends only to a determination of the existence of an arbitration agreement.” *Id.* (cleaned up).

Here, there appears to be no dispute that a valid arbitration agreement existed between Mr. Aladin and Uber, that the agreement mandated arbitration regarding the dispute over the termination of Mr. Aladin’s relationship with Uber, or that the trial court had the authority to compel arbitration under those circumstances. Mr. Aladin takes issue only with the trial court’s decision to dismiss his circuit court action without prejudice rather than order a stay of the proceedings.

What Mr. Aladin appears not to understand is that the terms of the arbitration agreement in the TSA and the PAA allow for essentially the same remedy as would be available to him in a court of law, albeit in a different forum, and that the dismissal of his circuit court complaint serves only to terminate the action in the court to permit him to proceed with arbitration, if he so desires. Moreover, the dismissal of his complaint without prejudice provides virtually the same outcome a stay of the circuit court action would provide and does not permanently put him out of court. *See Moore v. Pomory*, 329 Md. 428, 432 (1993) (“The effect of the designation ‘without prejudice’ is simply that there is no adjudication on the merits and that, therefore, a new suit on the same cause of action is not barred by principles of *res judicata*.”).

Both actions—dismissal or stay—merely require arbitration to occur before any continuation of the court case, and it appears that the two options available to the trial court are, in most cases, left to the court’s discretion. *See, e.g., Shailendra Kumar, P.A. v. Dhanda*, 426 Md. 185, 201 n.7 (2012) (noting that “where all claims presented in a court action are subject to binding (rather than non-binding) arbitration, a court need not stay an action ... but has the discretion to dismiss the complaint in its entirety”) (citing *Walther*, 386 Md. at 421 n.4)); *Freedman v. Comcast Corp.*, 190 Md. App. 179, 189-90 (2010) (affirming the circuit court’s order compelling arbitration and staying the case). Thus, the trial court did not err in compelling arbitration and dismissing Mr. Aladin’s complaint without prejudice.

Moreover, we note that Mr. Aladin’s motion requesting that Uber pay the arbitration fees was filed on September 20, 2021, a week after the trial court’s September 13, 2021, dismissal of the action without prejudice. Because the previous order compelling arbitration and dismissing the complaint without prejudice comprised a final judgment and completely terminated the action in the court, *see Freedman*, 190 Md. App. at 190, the court’s subsequent order denying Mr. Aladin’s motion for fees properly acknowledged that it lacked subject matter jurisdiction. The court nonetheless also explained that the motion could not be granted because “any allocation or apportionment of the fees is for the arbitrator to determine.” Mr. Aladin’s fear that he will be required to pay the full amount of the arbitration fees, if he should proceed to arbitration, is likely based on a misunderstanding of the trial court’s order that he pay the costs *in the court action*. Any

arbitration fees, however, would be decided by the arbitrator in accordance with the provisions of the TSA and PAA, if and when the time comes.

**ORDERS OF THE CIRCUIT
COURT FOR BALTIMORE
CITY AFFIRMED; COSTS TO
BE PAID BY APPELLANT.**