

SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION,
SECOND JUDICIAL DEPARTMENT

Matter of American Tr. Ins. Co. v. Baltic Supply Corp.

2026 NY Slip Op 01349 · No. 2023-12125 · Decided March 11, 2026

SUMMARY

The Appellate Division, Second Department, affirmed a judgment awarding Baltic Supply Corp. \$300 in attorney's fees under 11 NYCRR 65-4.10(j)(4) in connection with a proceeding to confirm or vacate a no-fault master arbitration award. The court held that the Supreme Court acted within its discretion in setting the fee without conducting a hearing because Baltic did not submit supporting details concerning the work performed or request a hearing.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, Second Judicial Department
WRITING FOR THE COURT	Angela G. Iannacci, J.P.; Cheryl E. Chambers, J.; Janice A. Taylor, J.; James P. McCormack, J.
JURISDICTION	Supreme Court of the State of New York, Appellate Division, Second Judicial Department
DECIDED	March 11, 2026
DOCKET	2023-12125
DISPOSITION	affirmed
PROCEDURAL POSTURE	Baltic Supply Corp. appealed from a judgment entered in a CPLR article 75 proceeding that confirmed a master arbitration award but awarded Baltic only \$300 in attorney's fees under 11 NYCRR 65-4.10(j)(4).
STANDARD OF REVIEW	Whether the Supreme Court improvidently exercised its discretion in fixing the amount of attorney's fees and in declining to conduct a hearing; attorney-fee determinations are reviewed for abuse or improvident exercise of discretion.
PRECEDENTIAL VALUE	Published New York Appellate Division opinion
PARTIES	Baltic Supply Corp. v. American Transit Insurance Company

TOPICS

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PRACTICE AREAS

Insurance

No-fault insurance

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QUESTIONS PRESENTED

1. Whether the Supreme Court properly awarded Baltic Supply Corp. only \$300 in attorney's fees under 11 NYCRR 65-4.10(j)(4).
2. Whether the Supreme Court was required to conduct a hearing before fixing the amount of an additional attorney's fee for a CPLR article 75 proceeding involving a master arbitration award.

HOLDINGS

1. The Supreme Court was not required to conduct a hearing before awarding an additional attorney's fee under 11 NYCRR 65-4.10(j)(4), particularly where Baltic did not request a hearing.
2. The Supreme Court did not err or improvidently exercise its discretion by awarding Baltic \$300 in attorney's fees.

KEY QUOTATIONS

"The term "court appeal" includes a proceeding, such as here, pursuant to CPLR article 75 to vacate or confirm a master arbitration award" ([*1])

*"Under these circumstances, and given the legislative intent of the no-fault insurance law "to promptly resolve no-fault reimbursements, 'reduce the burden on the courts and to provide substantial premium savings to New York motorists'" ([*1])*

FACTUAL BACKGROUND

American Transit, an insurer, sought to vacate a master arbitration award confirming an arbitration award in favor of Baltic Supply Corp., a medical provider. Baltic sought confirmation of the master arbitration award and attorney's fees under 11 NYCRR 65-4.10(j)(4). Baltic did not submit an affirmation or affidavit describing the work performed or time expended and did not request a hearing on any additional attorney's fee.

PROCEDURAL HISTORY

American Transit Insurance Company commenced a proceeding to vacate a master arbitration award confirming an arbitration award in favor of Baltic Supply Corp. Baltic cross-petitioned to confirm the master award and sought attorney's fees. The Supreme Court, Kings County, denied the petition, confirmed the master arbitration award, and awarded Baltic \$300 in attorney's fees. Baltic appealed from the limited attorney-fee award, and the Appellate Division affirmed.

DISPOSITION

affirmed

CASES CITED

- Matter of American Tr. Ins. Co. v. Comfort Choice Chiropractic, P.C., 236 AD3d 782, 782-783
- Matter of GEICO Ins. Co. v. AAAMG Leasing Corp., 148 AD3d 703, 705
- Hershfield v. Davidoff, 233 AD3d 923, 924
- Lancer Indem. Co. v. JKH Realty Group, LLC, 127 AD3d 1035, 1035-1036
- Lancer Indem. Co. v. JKH Realty Group, LLC, 127 AD3d at 1036
- Matter of American Tr. Ins. Co. v. Integrated Medicine of S.I., P.C., 244 AD3d 724, 725
- Matter of American Tr. Ins. Co. v. Integrated Medicine of S.I., P.C., 244 AD3d at 725
- Matter of American Tr. Ins. Co. v. Bay Ridge Surgi-Center, LLC, 243 AD3d 558, 560
- American Tr. Ins. Co. v. Comfort Choice Chiropractic, P.C., 239 AD3d 1, 9
- Viviane Etienne Med. Care, P.C. v. Country-Wide Ins. Co., 25 NY3d 498, 505

OPINION

PER CURIAM.

Matter of American Tr. Ins. Co. v Baltic Supply Corp. (2026 NY Slip Op 01349) Matter of American Tr. Ins. Co. v Baltic Supply Corp. 2026 NY Slip Op 01349 Decided on March 11, 2026 Appellate Division, Second 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 on March 11, 2026 SUPREME COURT OF THE STATE OF NEW YORK Appellate Division, Second Judicial Department ANGELA G. IANNACCI, J.P. CHERYL E. CHAMBERS JANICE A. TAYLOR JAMES P. MCCORMACK, JJ. 2023-12125 (Index No. 535405/22) [*1]In the Matter of American Transit Insurance Company, respondent, v Baltic Supply Corp., etc., appellant. Roman Kravchenko, Melville, NY (Jason Tenenbaum of counsel), for appellant.

Short & Billy, P.C., New York, NY (Seok Ho [Richard] Kang of counsel), for respondent. DECISION & ORDER In a proceeding pursuant to CPLR article 75 to vacate a master arbitration award dated September 30, 2022, Baltic Supply Corp. appeals from a judgment of the Supreme Court, Kings County (Richard Velasquez, J.), entered November 17, 2023.

The judgment, insofar as appealed from, in effect, granted that branch of the cross-petition of Baltic Supply Corp. which was for an award of an attorney's fee pursuant to 11 NYCRR 65-4.10(j) (4) to the extent of awarding the sum of only \$300. ORDERED that the judgment is affirmed insofar as appealed from, with costs.

The petitioner, an insurer, commenced this proceeding pursuant to CPLR article 75 to vacate a master arbitration award confirming an arbitration award in favor of Baltic Supply Corp. (hereinafter Baltic), a medical provider. Baltic filed a cross-petition to confirm the master arbitration award and for an award of an attorney's fee pursuant to 11 NYCRR 65-4.10(j)(4).

In a judgment entered November 17, 2023, the Supreme Court, *inter alia*, denied the petition, granted that branch of the cross-petition which was to confirm the master arbitration award, and, in effect, granted that branch of the cross-petition which was for an award of an attorney's fee pursuant to 11 NYCRR 65-4.10(j)(4) to the extent of awarding the sum of \$300.

Baltic appeals from so much of the judgment as, in effect, granted that branch of the cross-petition which was for an award of an attorney's fee pursuant to 11 NYCRR 65-4.10(j)(4) to the extent of awarding the sum of only \$300. Pursuant to Insurance Law § 5106(a), if a valid claim or a portion of a claim for no-fault benefits is overdue, "the claimant shall also be entitled to recover his [or her] attorney's reasonable fee, for services necessarily performed in connection with securing payment of the overdue claim, subject to limitations promulgated by the superintendent in regulations."

As applicable here, the superintendent's regulations provide that "[t]he attorney's fee for services rendered... in a court appeal from a master arbitration award and any further appeals, shall be fixed by the court adjudicating the matter" (11 NYCRR 65-4.10[j](4)).

The term "court appeal" includes a proceeding, such as here, pursuant to CPLR article 75 to vacate or confirm a master arbitration award (see *Matter of American Tr. Ins. Co. v Comfort Choice Chiropractic, P.C.*, 236 AD3d 782, 782-783; *Matter of GEICO Ins. Co. v AAAMG Leasing Corp.*, 148 AD3d 703, 705). "'The determination of what constitutes a reasonable attorney's fee is a matter within the sound discretion of the Supreme Court'" (*Hershfield v Davidoff*, 233 AD3d 923, 924, quoting *Lancer Indem.*

Co. v JKH Realty Group, LLC, 127 AD3d 1035, 1035-1036). "The attorney bears the burden of establishing the reasonable value of the services rendered, based upon a showing of the hours reasonably expended and the prevailing hourly rate for similar legal work in the community" (*Lancer Indem. Co. v JKH Realty Group, LLC*, 127 AD3d at 1036). Contrary to Baltic's contention, the Supreme Court did not err or improvidently exercise its discretion in awarding Baltic an attorney's fee pursuant to 11 NYCRR 65-4.10(j)(4) in the sum of \$300 without first conducting a hearing (see *Matter of American Tr.*

Ins. Co. v Integrated Medicine of S.I., P.C., 244 AD3d 724, 725; *Matter of American Tr. Ins. Co. v Bay Ridge Surgi-Center, LLC*, 243 AD3d 558, 560). As an initial matter, since Baltic failed to submit an affirmation or affidavit in support of its cross-petition, *inter alia*, describing the nature of

the work performed and the amount of time expended on the matter, it was within the court's discretion to determine a reasonable amount of an attorney's fee (see Matter of American Tr.

Ins. Co. v Integrated Medicine of S.I., P.C., 244 AD3d at 725). Moreover, Baltic failed to request a hearing on the issue of an award of an additional attorney's fee pursuant to 11 NYCRR 65-4.10(j)(4) (see Matter of American Tr. Ins. Co. v Integrated Medicine of S.I., P.C., 244 AD3d at 725; Matter of American Tr. Ins. Co. v Bay Ridge Surgi-Center, LLC, 243 AD3d at 560).

Under these circumstances, and given the legislative intent of the no-fault insurance law "to promptly resolve no-fault reimbursements, 'reduce the burden on the courts and to provide substantial premium savings to New York motorists'" (American Tr. Ins. Co. v Comfort Choice Chiropractic, P.C., 239 AD3d 1, 9, quoting Viviane Etienne Med. Care, P.C. v Country-Wide Ins.

Co., 25 NY3d 498, 505), the court was not required to conduct a hearing prior to awarding an additional attorney's fee pursuant to 11 NYCRR 65-4.10(j)(4). IANNACCI, J.P., CHAMBERS, TAYLOR and MCCORMACK, JJ., concur. ENTER: Darrell M. Joseph Clerk of the Court