

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

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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

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