

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

Matter of American Tr. Ins. Co. v. Integrated Medicine of S.I., P.C.

2025 NY Slip Op 06703 (2d Dep't 2025) · No. 2024-03961 · Decided December 3, 2025

SUMMARY

The New York Appellate Division, Second Department, affirmed a judgment awarding Integrated Medicine of S.I., P.C., an additional attorney's fee of \$220 in a CPLR article 75 proceeding concerning no-fault insurance arbitration. The court held that the Supreme Court acted within its discretion in setting the fee without a hearing because Integrated Medicine did not submit supporting billing information or request a hearing.

CASE DETAILS

COURT	Appellate Division of the Supreme Court of the State of New York, Second Judicial Department
WRITING FOR THE COURT	Colleen D. Duffy, J.P.; Robert J. Miller, J.; Barry E. Warhit, J.; Laurence L. Love, J.
JURISDICTION	Supreme Court of the State of New York, Appellate Division, Second Judicial Department
DECIDED	December 3, 2025
DOCKET	2024-03961
DISPOSITION	affirmed
PROCEDURAL POSTURE	Integrated Medicine appealed from a judgment of the Supreme Court, Kings County, entered in a CPLR article 75 proceeding. The judgment confirmed an arbitration award and awarded Integrated Medicine an additional attorney's fee of \$220 under 11 NYCRR 65-4.10(j)(4).
STANDARD OF REVIEW	Whether to conduct a hearing concerning the reasonable amount of attorney's fees and the amount of the award is reviewed for abuse of discretion.
PRECEDENTIAL VALUE	Published
PARTIES	Integrated Medicine of S.I., P.C. v. American Transit Insurance Company

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QUESTIONS PRESENTED

1. Whether the Supreme Court abused its discretion by awarding an additional attorney's fee under 11 NYCRR 65-4.10(j)(4) without first conducting a hearing.
2. Whether Integrated Medicine established a basis for an attorney's fee greater than the \$220 awarded.

HOLDINGS

1. The Supreme Court was not required to conduct a hearing before awarding Integrated Medicine an additional attorney's fee.
2. The \$220 additional attorney's fee award was within the Supreme Court's discretion and was properly affirmed.

KEY QUOTATIONS

"The determination of what constitutes a reasonable attorney's fee is a matter within the sound discretion of the Supreme Court" ([*1])

"the court was not required to conduct a hearing prior to awarding the additional attorney's fee pursuant to 11 NYCRR 65-4.10(j)(4)." ([*2])

FACTUAL BACKGROUND

American Transit sought to vacate a master arbitration award that affirmed an arbitration award in favor of Integrated Medicine. Integrated Medicine sought an additional attorney's fee for services performed in the CPLR article 75 proceeding. It did not submit an affirmation or affidavit describing the work performed or time expended, and it did not request a hearing on the fee issue. The Supreme Court awarded \$220 without a hearing.

PROCEDURAL HISTORY

American Transit Insurance Company commenced a proceeding to vacate a November 1, 2022 master arbitration award that had affirmed an arbitration award in favor of Integrated Medicine. Integrated Medicine cross-petitioned for, among other relief, an additional attorney's fee under 11 NYCRR 65-4.10(j)(4). The Supreme Court denied the petition, confirmed the arbitration award, and awarded \$220 in additional attorney's fees without conducting a hearing. The Appellate Division affirmed insofar as appealed from.

DISPOSITION

affirmed

CASES CITED

- Matter of American Tr. Ins. Co. v. Comfort Choice Chiropractic, P.C., 236 AD3d 782, 783
- Hershfield v. Davidoff, 233 AD3d 923, 924
- Lancer Indem. Co. v. JKH Realty Group, LLC, 127 AD3d 1035, 1035-1036
- RMP Capital Corp. v. Victory Jet, LLC, 139 AD3d 836, 839-840
- People's United Bank v. Patio Gardens III, LLC, 143 AD3d 689, 691
- TY Bldrs. II, Inc. v. 55 Day Spa, Inc., 167 AD3d 679, 682
- Sieratzki v. Sieratzki, 8 AD3d 552, 554
- 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
- Matter of Medical Socy. of State of N.Y. v. Serio, 100 NY2d 854, 860

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