

**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.

OPINION

PER CURIAM.

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subject to revision before publication in the Official Reports.

Decided on December 3, 2025 SUPREME COURT OF THE STATE OF NEW YORK Appellate
Division, Second Judicial Department COLLEEN D. DUFFY, J.P. ROBERT J. MILLER BARRY
E. WARHIT LAURENCE L. LOVE, JJ. 2024-03961 (Index No. 500128/23) [*1]In the Matter of
American Transit Insurance Company, respondent, v Integrated Medicine of S.I., P.C., etc.,
appellant. Roman Kravchenko, Melville, NY, 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 November 1, 2022, Integrated Medicine of S.I., P.C., appeals from a judgment of the
Supreme Court, Kings County (Aaron D. Maslow, J.), dated July 18, 2023.

The judgment, insofar as appealed from, upon an order of the same court dated June 2, 2023, inter
alia, granting that branch of the cross-petition of Integrated Medicine of S.I., P.C., which was
pursuant to 11 NYCRR 65-4.10(j)(4) for an award of an additional attorney's fee to the extent of
awarding it an additional attorney's fee in the sum of \$220, awarded Integrated Medicine of S.I.,
P.C., an additional attorney's fee in the sum of only \$220.

ORDERED that the judgment is affirmed insofar as appealed from, with costs. The petitioner commenced this proceeding against Integrated Medicine of S.I., P.C. (hereinafter Integrated Medicine), pursuant to CPLR article 75 to vacate a master arbitration award dated November 1, 2022, affirming an arbitration award entered in favor of Integrated Medicine. Integrated Medicine cross-petitioned, among other things, pursuant to 11 NYCRR 65-4.10(j)(4) for an award of an additional attorney's fee.

In an order dated June 2, 2023, the Supreme Court, inter alia, denied the petition, confirmed the arbitration award, and granted that branch of the cross-petition to the extent of awarding Integrated Medicine an additional attorney's fee pursuant to 11 NYCRR 65-4.10(j)(4) in the sum of \$220. Thereafter, on July 18, 2023, the court, upon the order, issued a judgment, among other things, awarding Integrated Medicine an additional attorney's fee pursuant to 11 NYCRR 65-4.10(j)(4) in the sum of \$220.

Integrated Medicine appeals. Pursuant to Insurance Law § 5106(a), if a valid claim or 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 the limitations promulgated by the superintendent in regulations."

The recoverable attorney's fees include those related to representation in a CPLR article 75 proceeding to vacate or confirm a master arbitration award, and, in such instances, "shall be fixed by the court adjudicating the matter" (11 NYCRR 65-4.10[j][4]; see *Matter of American Tr. Ins. Co. v Comfort Choice Chiropractic, P.C.*, 236 AD3d 782, 783). "'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 [*2]*Lancer Indem.*

Co. v JKH Realty Group, LLC, 127 AD3d 1035, 1035-1036; see *RMP Capital Corp. v Victory Jet, LLC*, 139 AD3d 836, 839-840). "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; see *Hershfield v Davidoff*, 233 AD3d at 924).

Contrary to the contention of Integrated Medicine, the Supreme Court acted within its discretion in awarding Integrated Medicine an additional attorney's fee pursuant to 11 NYCRR 65-4.10(j)(4) in the sum of \$220 without first conducting a hearing (see *People's United Bank v Patio Gardens III, LLC*, 143 AD3d 689, 691).

As an initial matter, since Integrated Medicine 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 *TY Bldrs. II, Inc. v 55 Day Spa, Inc.*, 167 AD3d 679, 682).

Moreover, Integrated Medicine 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 *Sieratzki v Sieratzki*, 8 AD3d 552, 554). 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; see *Matter of Medical Socy. of State of N.Y. v Serio*, 100 NY2d 854, 860), 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). Integrated Medicine's remaining contentions are either academic or without merit.

DUFFY, J.P., MILLER, WARHIT and LOVE, JJ., concur. ENTER: Darrell M. Joseph Clerk of the Court