

Supreme Court of the State of New York
Appellate Division: Second Judicial Department

D25748
C/kmg

_____AD3d_____

Argued - December 7, 2009

FRED T. SANTUCCI, J.P.
RUTH C. BALKIN
RANDALL T. ENG
CHERYL E. CHAMBERS, JJ.

2008-10494
2008-10495

DECISION & ORDER

In the Matter of Granite Associates, Inc., respondent,
v Ronnie Eduardo Rolon, appellant.

(Index No. 4647/07)

Law Office of Steven A. Morelli, P.C., Carle Place, N.Y., for appellant.

Alonso, Andalkar & Kahn, P.C., New York, N.Y. (Catania Facher, Manoj Andalkar,
and Joseph MacLellan of counsel), for respondent.

In a proceeding pursuant to CPLR article 75 to confirm an arbitration award entered upon default, Ronnie Eduardo Rolon appeals from (1) a judgment of the Supreme Court, Nassau County (Palmieri, J.), entered July 21, 2008, which, upon an order of the same court dated March 10, 2008, inter alia, granting the petition to confirm, is in favor of the petitioner and against him in the principal sum of \$19,166.67, and (2) an order of the same court dated August 22, 2008, which denied his motion to dismiss the petition on the ground of abandonment.

ORDERED that the judgment and the order are affirmed, with one bill of costs.

“An arbitration award may be vacated only upon proof that the underlying dispute was not arbitrable, that a party’s rights were prejudiced by fraud or partiality of the arbitrator, that the arbitrator exceeded a specifically enumerated limitation on his or her power, that the award is violative of a strong public policy, or that the award is totally irrational. Absent such a showing, the arbitration award must be confirmed even if the court concludes that the arbitrator’s interpretation of the agreement misconstrues or disregards its plain meaning or misapplies substantive rules of law” (*Matter of IBK Enters., Inc. v Onekey, LLC.*, 64 AD3d 596, 597 [citations omitted]). The appellant failed to make such a showing.

January 19, 2010

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Regardless of the validity of the arbitration clause in the parties' registered representative agreement, arbitration of the parties' dispute about the negotiable promissory note given by the appellant to the respondent was proper pursuant to the broad arbitration clause in the Form U-4 (Uniform Application for Securities Industry Registration or Transfer) submitted by the appellant to the National Association of Securities Dealers (*see Hamilton v Cantor Fitzgerald Sec.*, 265 AD2d 526, 527). The appellant failed to show that the requirements of due process were not met regarding the arbitration hearing (*see Matter of Beckman v Greentree Sec.*, 87 NY2d 566). The court providently exercised its discretion in denying the appellant's motion to dismiss the petition pursuant to 22 NYCRR 202.48 based on abandonment (*see Neri's Land Improvement, LLC v J.J. Cassone Bakery, Inc.*, 65 AD3d 1312; *Marzullo v General Motors Corp.*, 34 AD3d 540).

SANTUCCI, J.P., BALKIN, ENG and CHAMBERS, JJ., concur.

ENTER:

A handwritten signature in black ink, reading "James Edward Pelzer". The signature is written in a cursive, flowing style.

James Edward Pelzer
Clerk of the Court