

**Sher Tremonte LLP v Chosed**

2025 NY Slip Op 33239(U)

August 25, 2025

Supreme Court, New York County

Docket Number: Index No. 650316/2025

Judge: Mary V. Rosado

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This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY**

**PRESENT: HON. MARY V. ROSADO PART 33M**

*Justice*

-----X

SHER TREMONTE LLP,

Plaintiff,

- v -

SCOTT E. CHOSED and LISA CHOSED

Defendants.

-----X

INDEX NO. 650316/2025

MOTION DATE 04/04/2025

MOTION SEQ. NO. 002

**DECISION + ORDER ON  
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 002) 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31

were read on this motion to/for DISMISSAL

Upon the foregoing documents, and after a final submission date of June 16, 2025, Defendants Scott E. Chosed and Lisa Chosed’s (collectively “Defendants”) motion to dismiss Plaintiff Sher Tremonte LLP’s (“Plaintiff”) Second Amended Complaint is granted.

Plaintiff is a law firm formerly retained by Defendants and sues to recover approximately \$70,000 in allegedly unpaid legal fees, expenses, and interest. Allegedly, in August of 2019, Plaintiff provided Defendants with a bill for three months of unpaid legal services. Defendants allegedly refused to pay and terminated Plaintiff. However, on or about October 21, 2019, Plaintiff alleges Defendants made a partial payment of \$50,000.00 via check, with it written on the check that the deposit of the check would constitute full satisfaction of the allegedly unpaid fees. Plaintiff informed Defendants that they could not impose such a condition on it and deposited the check.

Years later, on January 17, 2025, Plaintiff commenced this action. Plaintiff sues Defendants alleging breach of contract, account stated, and quantum meruit. Defendants now move to dismiss, pursuant to CPLR 3211(a)(2) and (a)(7), arguing that Plaintiff failed to comply with 22 NYCRR 137.6(b) which governs New York’s attorney fee dispute resolution program.

“The notice and pleading provisions of 22 NYCRR § 137 are strictly construed to protect the right of the client to request fee arbitration” and “the failure of an attorney seeking to recover fees to comply with such provisions requires dismissal of the complaint” (*Brick Law PLLC v Economic Alchemy LLC*, 2022 WL 18143809 at \*1 [Sup. Ct., NY County 2022]). 22 NYCRR § 137 applies to attorney fee disputes in the amount of \$1,000 to \$50,000. Pursuant to 22 NYCRR 137.6(a)(1), when “an attorney and client cannot agree as to the attorney’s fee or where the attorney seeks to commence an action against the client for attorney’s fees, the attorney shall forward a written notice to the client, entitled Notice of Client’s Right to Arbitrate, by certified mail or by personal service.” Mandatory arbitration does not apply if there is a dispute over fees, but the attorney has not provided the client services for more than two years (*see* 22 NYCRR 137.1[b][6]). Thus, where an attorney waits more than two years after legal services had been rendered to provide the client with a notice of right to arbitrate a fee dispute, the First Department has found that the attorney deprived the client of the right to arbitrate in violation of 22 NYCRR 137 and the attorney’s complaint seeking fees should be dismissed (*Filemyr v Hall*, 186 AD3d 117, 119-120 [1st Dept 2020]).

Here, Plaintiff has failed to allege, and Defendants have conclusively shown, that Plaintiff failed to provide Defendants with notice of their right to arbitrate pursuant to 22 NYCRR 137.6. Plaintiff fails to provide any reason as to why it waited until 2025 to commence an action over a fee dispute dating back to 2019. The Court disagrees with Plaintiff’s argument that 22 NYCRR 137 does not apply because the total sum to be recovered including interest is \$71,323.16. There is no dispute that the fees in dispute, which without interest amount to \$46,313.74, qualified for arbitration under 22 NYCRR 137. Just as an attorney cannot deprive a client of the right to arbitrate by waiting over two years since services were rendered to sue the client for fees, an attorney cannot

deprive the client of the right to arbitrate by sitting idly and allowing interest to accrue on allegedly owed fees so that the total sum in dispute exceeds the \$50,000.00 ceiling set forth in 22 NYCRR § 137. Construing 22 NYCRR § 137 in favor of the client, who § 137 is meant to protect, the “sum” in dispute for purposes of 22 NYCRR § 137 means the sum of attorney’s fees. It does not include interest which accrued based on an attorney’s delay in seeking the disputed fees.

Nor is Plaintiff’s argument that Defendants were advised in engagement letters of their right to arbitrate fee disputes sufficient. 22 NYCRR § 137.6 is clear that the notice of the right to arbitrate must be sent to the client at the time of the dispute and “shall advise the client has 30 days from receipt of the notice in which to elect to resolve the dispute” and “shall be accompanied by the written instructions and procedures for the arbitral body having jurisdiction over the fee dispute, which explain how to commence a fee arbitration proceeding”. The engagement letters referenced by Plaintiff do not include any of the required language or instructions, nor was the notice ever provided at the time the fee dispute arose. Thus, because Plaintiff has failed to allege or show compliance with 22 NYCRR § 137, its Second Amended Complaint is dismissed.

*[The remainder of this page is intentionally left blank.]*

Accordingly, it is hereby,

ORDERED that Defendants Scott E. Chosed and Lisa Chosed motion to dismiss Plaintiff Sher Tremonte LLP's Second Amended Complaint is granted; and it is further

ORDERED that within ten days of entry, counsel for Defendants shall serve a copy of this Decision and Order, with notice of entry, on all parties via NYSCEF.

This constitutes the Decision and Order of the Court.

8/25/2025  
DATE

Mary V Rosado J.S.C.  
HON. MARY V. ROSADO, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE