

**American Tr. Ins. Co. v North Shore Family
Chiropractic, PC**

2025 NY Slip Op 33944(U)

October 10, 2025

Supreme Court, New York County

Docket Number: Index No. 652240/2025

Judge: Alexander M. Tisch

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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. ALEXANDER M. TISCH PART 18

Justice

AMERICAN TRANSIT INSURANCE COMPANY,
Petitioner,
INDEX NO. 652240/2025
MOTION DATE 04/23/2025
MOTION SEQ. NO. 001

- v -

NORTH SHORE FAMILY CHIROPRACTIC, PC, A/A/O OMAR
CARRISOZA FLORES,

DECISION + ORDER ON
MOTION

Respondent.

The following e-filed documents, listed by NYSCEF document number (Motion 001) 1-17
were read on this motion to/for

VACATE - DECISION/ORDER/JUDGMENT/AWARD.

Upon the foregoing documents, petitioner American Transit Insurance Company
(American Transit) moves, pursuant to CPLR 7511, to vacate the arbitration awards issued by
Arbitrator Camille Nieves, Esq. and Master Arbitrator Robyn D. Weisman, Esq. (American
Arbitration Association [AAA] Case No. 17-24-1351-6057 and AAA Assessment No. 99-2-
1351-6057). Respondent cross-moves by petition for attorney's fees pursuant to 11 NYCRR 65-
4.10(j)(4).

According to the petition, the assignor was involved in a motor vehicle accident on
February 6, 2021, and sustained injuries (NY St Cts Elec Filing [NYSCEF] Doc No. 1, Petition).
The assignor allegedly assigned North Shore Family Chiropractic, PC (North Shore) the right to
collect no-fault benefits for medical treatment the assignor received for their injuries (NYSCEF
Doc No. 1, Petition). American Transit denied North Shore's claims totaling \$4,180.75 for
services rendered from February 15, 2021 to September 29, 2021 (NYSCEF Doc No. 1,
Petition). North Shore initiated arbitration with American Transit for its denial of the no-fault
benefits claims (NYSCEF Doc No. 3, Exhibit A to Petition, Arbitration Award).

In AAA Case No. 17-24-1351-6057 (Lower Arbitration), Arbitrator Nieves reviewed bills for chiropractic treatment, of which American Transit didn't pay claiming that the assignor was covered by workers compensation (NYSCEF Doc No. 3, Exhibit A to Petition, Arbitration Award). Arbitrator Nieves based the decision on collateral estoppel because another arbitrator had previously deemed the defense not sustainable based on the absence of an NF-2 application for benefits form in AAA Case No. 17-22-1258-2886. As a result, Arbitrator Nieves determined American Transit must reimburse North Shore for medical services rendered from February 15, 2021 to September 29, 2021, and awarded \$4,180.75 to North Shore (NYSCEF Doc No. 3, Arbitration Award). In AAA Assessment No. 99-2-1351-6057 (Master Arbitration), Master Arbitrator Weisman affirmed the Lower Arbitration in its entirety (NYSCEF Doc No. 4, Exhibit B to Petition, Master Arbitration Award). Petitioner American Transit moves to vacate the Lower and Master Arbitration Awards pursuant to CPLR 7511.

American Transit contends that failure to follow well-settled law is grounds to vacate the arbitration award pursuant to CPLR 7511 (b)(1) (i)-(iii). American Transit alleges Arbitrator Nieves award was arbitrary and capricious, without rational basis and incorrect as a matter of law. American Transit also alleges Master Arbitrator Weisman's decision was also arbitrary and capricious and without a rational basis.

American Transit alleges that collateral estoppel does not apply because all four required conditions for it have not been met; (1) the issues in both proceedings are identical, (2) the insure in the prior proceedings was actually litigated and decided, (3) there was a full and fair opportunity to litigate the prior proceeding, and (4) the issue previously litigated was necessary to support a valid and final judgment on the merits. Petitioner claims that condition number (4) was not addressed by Arbitrator Nieves in the award. However, petitioner didn't establish that

Arbitrator Nieves didn't apply the collateral estoppel conditions in reaching the award.

Moreover, the NF-2 form is not part of the record submitted by respondent in these arbitration proceedings making it impossible to establish that the assignor was actually in the course of employment when the motor vehicle accident occurred (NYSCEF Doc No. 6).

Arbitrator Nieves did not misapply well-settled law nor exceed an arbitrator's power. Insofar as the lower arbitration was not contrary to well-settled law, Master Arbitrator Weisman did not fail to vacate an arbitration award that was contrary to well-settled law or exceed the powers of a master arbitrator. This Court has considered petitioner's other arguments and finds them to be without merit. This Court finds there are no grounds to vacate the arbitration awards and therefore confirms the arbitration awards pursuant to CPLR 7511 (e).

Respondent moves by cross-petition for attorney's fees pursuant to 11 NYCRR 65-4.10(j)(4) in the amount of \$875.00 (NYSCEF Doc Nos. 10 and 11). 11 NYCRR 65-4.10(j)(4) provides for mandatory attorney fees in connection with court appeals from a master arbitration award and sets forth that it "shall be fixed by the court adjudicating the matter. *see In the Matter of Countywide Insurance Company v Bay Needle Acupuncture, PC*, 162 AD3d 407 [1st Dept 2018]. Respondent asserts that 1.75 hours was spent by counsel preparing its opposition and cross-petition at a billable rate of \$500.00 an hour (NYSCEF Doc Nos. 11 and 12). Petitioner contends in opposition that respondent's demands are excessive and that pursuant to 11 NYCRR 65-4.6(c) no-fault attorneys are limited entitled to a fee of up to \$70.00 an hour, subject to a maximum fee of \$1,400.00. Petitioner also asserts that the time respondent counsel spent preparing opposition to the petition and the cross-petition is excessive. However, the 65-4.6(c) attorney fee limitations are not applicable here as 65-4.10(j)(4) governs court appeals from a

master arbitration award. Therefore, the Court orders reasonable attorney's fees are awarded in the amount of \$250.00 an hour for a total amount of \$437.50 reflective of 1.75 hours of work.

Accordingly, it is hereby


ORDERED and ADJUDGED that the petition (Motion Sequence No. 001) is DENIED, and the arbitration awards (AAA Case No. 17-24-1351-6057 and AAA Assessment No. 99-2-1351-6057) rendered in favor of North Shore Family Chiropractic, PC. are confirmed; and it is further

ORDERED AND ADJUDGED that the cross-petition is GRANTED to the extent that attorney's fees are awarded in the amount of \$437.50; and it is further

ORDRED and ADJUDGED that the Clerk is directed to enter judgment in favor of respondent dismissing this action.

This constitutes the decision and order of the Court.

10/10/2025
DATE


ALEXANDER M. TISCH 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