

Alpine Advance 5 LLC v Cloud Ctr. LLC
2025 NY Slip Op 35418(U)
March 6, 2025
Supreme Court, Nassau County
Docket Number: Index No. 613812/2024
Judge: Denise L. Sher
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SHORT FORM ORDER

SUPREME COURT OF THE STATE OF NEW YORK

PRESENT: HON. DENISE L. SHER
Supreme Court Justice

ALPINE ADVANCE 5 LLC,

Petitioner,

-against-

THE CLOUD CENTER LLC and
MONIQUE A POWELL,

Respondents.

TRIAL/IAS PART 27
NASSAU COUNTY

Index No.: 613812/2024
Motion Seq. No.: 01
Motion Date: 09/12/2024
XXX

The following papers have been read on this application:

	Papers Numbered
Notice of Petition, Verified Petition, Affirmation and Exhibits,	
Memorandum of Law	1

Upon the foregoing papers, it is ordered that the application is decided as follows:

Petitioner moves, pursuant to CPLR § 7510, for an order confirming the arbitration award rendered by Arbitration Services, Inc., on or about January 3, 2024, entitled Alpine Advance 5 LLC v. The Cloud Center LLC and Monique A Powell, Case No.: 20231857-R; and moves, pursuant to CPLR §§ 7514 and 5002, for an order directing judgment to be entered thereon. No opposition was submitted to the application.

In support of the application, counsel for petitioner submits, in pertinent part, that, “Petitioner and Respondents entered into a written contract, dated April 18, 2023, ..., which contains agreements to arbitrate any dispute, including issues of arbitrability, with the arbitration to be administered by Arbitration Services, Inc. (‘ASI’) under its Commercial Arbitration Rules (‘Rules’).... On November, 27, 2023, Respondents

were served with a demand for arbitration, a statement of claim, and a copy of the agreement to arbitrate,... On November 30, 2023, the demand for arbitration was filed with ASI. Rule 6(c) of the Rules states that ‘Arbitration Services, Inc. shall give notice of such filing to the respondent or respondents within five days.’ ... On November 30, 2023, ASI gave notice of the filing to Respondents. Rule 6(d) of the Rules requires a respondent to file an answering statement within 15 days after ASI gives notice of the filing of the demand for arbitration, stating that: A respondent must file an answering statement in duplicate with Arbitration Services, Inc. within fifteen days after notice from Arbitration Services, Inc. In this event, the respondent shall at the same time send a copy of the answering statement to the claimant and any counterclaim the respondent may want to assert.... Rule 6(f) of the Rules states in relevant part that ‘[i]f no answering statement is filed within the stated time Respondent shall be deemed to be in default’ Rule 6(h) of the Rules states that ‘[f]ailure to file an answering statement shall not operate to delay the arbitration.’ ... Rule 23(b) of the Rules provides that an arbitration may proceed in the absence of a party under certain circumstances: Unless the law provides the contrary, the arbitration may proceed in the absence of any party who, after due notice pursuant to these rules, fails to appear at a hearing or is otherwise unable or unwilling to participate in the hearing.... Rule 23(c) of the Rules requires a claimant to submit its proofs irrespective of whether a respondent is in default: An award shall not be made solely on the default of a party. The arbitrator shall require the party who is present to submit such evidence as the arbitrator may need to make an award.... Respondents did not file an answering statement within 15 days after ASI gave notice of the filing of the demand for arbitration and their time to do so was not extended. On January 3, 2024, Allan L. Pullin, as Arbitrator, after having taken the oath

prescribed by law and after the parties had duly submitted their proofs or had the opportunity to do so, and having fully considered all of the evidence and arguments submitted and having come to a decision, duly made his award in writing, whereby he determined and awarded that there is \$18,174.38 due to Petitioner from Respondents, jointly and severally.... Rule 38(a) of the Rules states in relevant part that '[p]arties shall accept as legal delivery of the award or a true copy thereof in the mail addressed to a party or its counsel at the last known address'.... On January 15, 2024, the Arbitrator delivered a copy of the Award to each party in the manner provided in the agreement to arbitrate.... The Award bears the certification that the Award has been duly delivered to the parties in accordance with the terms of the arbitration agreement.... Rule 38(b) of the Rules states that '[t]he parties shall comply with the award within 10 days unless additional or other time is specified in the award.' ... Respondents did not comply with the award within 10 days of its issuance.

The parties' contract contains provisions providing that any application to confirm an arbitration award may be made under the arbitration laws of the State in which the arbitration was held without regard to any applicable principles of conflict of laws..... The parties' contract contains provisions providing that any application to confirm an arbitration award for an arbitration held in the State of New York may be made in [']the Supreme Court of New York for Nassau County'." See Petitioner's Verified Petition Exhibits A-D.

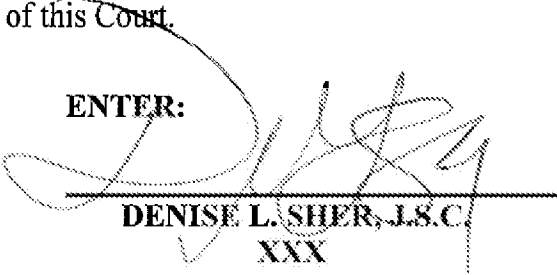
As previously indicated, no opposition was submitted to the application.

Therefore, based upon the papers before the Court, petitioner's application, pursuant to CPLR § 7510, for an order confirming the arbitration award rendered by Arbitration Services, Inc., on or about January 3, 2024, entitled Alpine Advance 5 LLC v. The Cloud Center LLC and Monique A Powell, Case No.: 20231857-R,

in the sum of \$18,174.38, with ten percent (10%) interest thereon, plus costs and disbursements, plus reasonable attorney's fees in the amount of \$3,000.00; and, pursuant to CPLR §§ 7514 and 5002, directing the entry of a judgment that will accrue post judgment interest at a rate of ten percent (10%) per annum, which rate will govern over the statutory rate of interest up until actual satisfaction of the judgment, is hereby **GRANTED**.

This constitutes the Decision and Order of this Court.

ENTER:


DENISE L. SHER, J.S.C.

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ENTERED

Mar 10 2025

NASSAU COUNTY
COUNTY CLERK'S OFFICE

Dated: Mineola, New York
March 6, 2025