

American Tr. Ins. Co. v Brooklyn Med. Practice, PC

2026 NY Slip Op 30401(U)

January 29, 2026

Supreme Court, New York County

Docket Number: Index No. 652789/2025

Judge: Phaedra Perry-Bond

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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. PHAEDRA F. PERRY PART 35

Justice

-----X

AMERICAN TRANSIT INSURANCE COMPANY,

Plaintiff,

- v -

BROOKLYN MEDICAL PRACTICE, PC,

Defendant.

-----X

INDEX NO. 652789/2025
MOTION DATE 05/05/2025
MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 2, 9, 10, 11, 12, 13, 14, 15

were read on this motion to/for VACATE - DECISION/ORDER/JUDGMENT/AWARD.

Upon the foregoing documents, the Court denies Petitioner American Transit Insurance Company's ("Petitioner") petition to vacate the arbitration award issued by Arbitrator Lorraine Russo, Esq., on 11/26/24 and Master Arbitrator Robert Trestman, Esq., rendered in favor of Respondent Brooklyn Medical Practice, PC ("Respondent") in the amount of \$3,787.34 is denied. Respondent's cross-petition to confirm the arbitration award and for attorneys' fees is denied without prejudice.

The underlying claims total \$3,787.34 for medical services rendered on 6/1/20-01/31/21. Petitioner refused to pay certain medical bills from Respondent alleging that the claimants treated condition, and alleged injuries were not causally related to the accident based on an opinion from biomechanical science expert, Zachary Merrill, P.H.D., dated August 27, 2021.

On May 29, 2020, Arnulfo Castillo ("Mr. Castillo") sustained injuries in a motor vehicle accident. Mr. Castillo assigned the right to collect no-fault benefits to the Respondent in exchange for the medical treatment he received. Petitioner denied the claim and Respondent initiated arbitration. The arbitration matter was assigned number 99-24-1351 by the American Arbitration

Association. Arbitrator Ruso awarded respondent \$3787.34. In her award, Arbitrator Ruso found that Petitioner had not submitted sufficient evidence establishing the Assignor was in the course of employment, and the worker's compensation defense was not viable.

The Master Arbitrator affirmed the award, finding that Arbitrator Ruso's interpretation of the evidence and applicable law was not arbitrary, capricious or contrary to law.

In the context of no-fault arbitrations, an arbitrator's decision will not be vacated where it is rationally based (*Petrofsky v Allstate Ins. Co.*, 54 NY2d 207 [1981]). An Article 75 proceeding is not an opportunity for "judicial second-guessing" of an arbitrator's findings, and courts are bound by the arbitrator's factual findings (*Metropolitan Transportation Auth. v Westfield Fulton Center, LLC*, 228 AD3d 435, 436 [1st Dept 2024]). Here, the Court finds the master arbitrator's affirmance of the lower arbitrator's award was not irrational and was based in the applicable no-fault regulations (*see, e.g. Global Liberty Ins. Co. v Cambridge Medical, P.C.*, 193 AD3d 573 [1st Dept 2021]). When presented with conflicting evidence, it is up to the arbitrator to evaluate and weigh which evidence is determinative (*Brown & Williamson Tobacco Corp. v Chesley*, 7 AD3d 368, 373-74 [1st Dept 2004] citing *Hackett v Millbank, Tweed, Hadley & McCloy*, 86 NY2d 146 [1995]).

Based on the record before the Court, there is no basis to vacate the arbitration award in favor of Petitioner. Arbitrator Ruso's award is rationally based, grounded in factual findings, based on sound and well-reasoned analysis of the evidence submitted and upon the proper application of the pertinent laws and regulations, which this Court is not permitted to disturb. Therefore, the petition is denied.

Because Respondent successfully defended this petition to vacate an arbitration award, it is entitled to attorneys' fees pursuant to 11 NYCRR § 65-4.10(j)(4) (*see also American Transit*

Ins. Co. v Rutland Med. PC, 224 AD3d 531, 531 [1st Dept 2024]). Moreover, the fee award is in an amount fixed by the Court adjudicating the matter (see *Matter of Country-Wide Ins. Co. v TC Acupuncture P.C.*, 172 AD3d 598 [1st Dept 2019; see also *Matter of Country-Wide Ins. Co. v Bay Needle Care Acupuncture, P.C.*, 162 AD3d 407, 408 [1st Dept 2018]).

However, Respondents request for attorney's fees in the amount of \$1050.00 is denied without prejudice to renew upon submission of an invoice/time sheet outlining the specific breakdown of work done opposing the Petition.

Accordingly, it is hereby,

ORDERED that Petitioner American Transit Insurance Company's petition to vacate the arbitration award issued by Arbitrator Nancy Russo dated October 18, 2024, in favor of Respondent Brooklyn Medical Practice, PC/Arnulfo Castillo, and affirmed by the master arbitrator is denied; and it is further

ORDERED that within ten days of entry of this Decision and Order, Respondent Brooklyn Medical Practice, PC/Arnulfo Castillo shall submit a proposed order and judgment granting Respondent Brooklyn Medical Practice, PC/Arnulfo Castillo's cross-petition and granting it a judgment against Petitioner American Transit Insurance Company for the amount awarded (\$3,787.34) plus statutory interest at the rate of 2% per month from June 11, 2024 as awarded by Arbitrator Russo; and it is further

ORDERED that Respondents request for attorney's fees under 11 NYCRR 65-4.10(j)(4) is denied with leave to renew upon submission within ten days of an invoice/time sheet outlining the specific breakdown of the work done opposing the Petition; and it is further

ORDERED that the proposed order and judgment shall be submitted via e-mail to SFC-Part35-Clerk@nycourts.gov; and it is further

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

ORDERED that within ten days of entry, counsel for Respondent 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.

1/29/26
DATE


HON. PHAEDRA PERRY-BOND, J.S.C.

CHECK ONE:	<input checked="" type="checkbox"/>	CASE DISPOSED	<input type="checkbox"/>	NON-FINAL DISPOSITION	
	<input type="checkbox"/>	GRANTED	<input type="checkbox"/>	DENIED	<input checked="" type="checkbox"/>
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	SUBMIT ORDER	<input type="checkbox"/>
			<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>
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					REFERENCE