

**American Tr. Ins. Co. v Fast Care Med. Diagnostics
PLLC**

2026 NY Slip Op 30430(U)

February 2, 2026

Supreme Court, New York County

Docket Number: Index No. 654013/2025

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 -

FAST CARE MEDICAL DIAGNOSTICS PLLC,

Defendant.

-----X

INDEX NO. 654013/2025

MOTION DATE 07/08/2025

MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 2, 11, 12, 13, 14, 15, 16, 17

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 Elyse Balzer, Esq., ("Arbitrator Balzer") dated February 14, 2025, in favor of Respondent Fast Care Medical Diagnostics, PLLC., ("Respondent"), and affirmed by Master Arbitrator Victor J. Hershodorfer, Esq., ("Master Arbitrator Hershodorfer") on April 17, 2025. Respondent's cross-petition to confirm the arbitration award and for attorneys' fees is denied without prejudice.

The claim at issue in the amount of \$4,386.90 for the dates of service 10/22/2022 – 11/10/2022. Petitioner refused to pay certain medical bills from Respondent alleging a founded belief that the claims were fraudulent and/or the injuries were not causally related to the accident based on the report of a medical expert.

Respondent filed for arbitration with the American Arbitration Association (AAA) and was assigned the case number 17-24-1359-1587. Following a hearing on January 15, 2025, Arbitrator Balzer found that these defenses could not be sustained for the bills at issue because (1) Petitioner

did not submit its biomechanical report to support its founded belief defense; (2) Petitioner failed to specify what part of the EUO testimony supported its founded belief defense; and (3) Petitioner's EUO scheduling letters were mailed months after it received the bills, which meant that its denial of claim forms were late on their face, thereby precluding their medical necessity defense.

On appeal, Master Arbitrator Hershdorfer affirmed Arbitrator Balzer's award.

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 Balzer'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]). Therefore, the Petitioner's argument about a statutory cap on fees is incorrect and misplaced. However, Respondents request for attorney's fees in the amount of \$2200.00 (400 x 5.5 hours) 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 Balzer dated February 14, 2025, in favor of Respondent Fast Care Medical Diagnostics PLLC, and affirmed by Master Arbitrator Hershdorfer is denied; and it is further

ORDERED that within ten days of entry of this Decision and Order, Respondent Fast Care Medical Diagnostics PLLC, shall submit a proposed order and judgment granting Respondent Fast Care Medical Diagnostics PLLC's cross-petition and granting it a judgment against Petitioner American Transit Insurance Company for the amount awarded (\$4,386.90) plus statutory interest at the rate of 2% per month from 8/8/2024 until entry of a judgment, as awarded by Arbitrator Balzer, 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

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.

2/2/26
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 type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>	OTHER
<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>	SUBMIT ORDER
<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	FIDUCIARY APPOINTMENT
<input type="checkbox"/>		<input type="checkbox"/>	REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: