

**ORIGINAL**

**SHORT FORM ORDER**

**SUPREME COURT - STATE OF NEW YORK**

Present: **ANTONIO I. BRANDVEEN**  
J. S. C.

WORLDWIDE SECURITY GROUP LLC,

Petitioner,

- against -

MONIKA SAREEN,

Respondent.

TRIAL / IAS PART 22  
NASSAU COUNTY

Index No. 600485/2020

Motion Sequence No. 001

The following papers having been read on this motion:

Notice of Petition, Affidavits, & Exhibits .....	<u>1, 2</u>
Answering Affidavits .....	_____
Replying Affidavits .....	_____
Briefs: Plaintiff's / Petitioner's .....	_____
Defendant's / Respondent's .....	_____

UPON DUE DELIBERATION AND CONSIDERATION BY THE COURT of the foregoing papers, including efiled documents/exhibits numbered 4, 5, 6, 7, this motion is decided as follows:

The petitioner seeks an order pursuant to CPLR 7510 and 7514, confirming the Arbitration Award, dated December 2, 2019, in the sum of \$2,621.55, with costs, disbursements, interest from December 5, 2019, and granting additional counsel fees in the sum of \$750.00. There is no opposition to this petition.

On October 26, 2017, the parties entered into a written agreement, a copy of which is submitted here, whereby they agreed that any controversy or claim arising out of or relating to the agreement should be settled in accordance with the Commercial Arbitration Rules. On

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December 5, 2019, 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 \$2,621.55 due to the petitioner from the respondents, jointly and severally. On December 9, 2019, in accordance with CPLR 7507, the arbitrator delivered a copy of the award to each party in the manner provided in the agreement to arbitrate. The attorney fees awarded by the arbitrator compensated only for the legal services rendered in obtaining the arbitration award, and not for the legal services necessary to confirm and enforce the arbitration award.

The Court determines the petitioner satisfied the burden, pursuant to CPLR 7510 and 7514, for confirming the Arbitration Award, dated December 5, 2019, in the sum of \$2,621.55, with costs, disbursements, interest from December 5, 2019, and granting additional counsel fees in the sum of \$750.00. Commercial Arbitration Rule 38(a) 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 . . .” The respondent has not complied with the award as set forth in the Commercial Arbitration Rules. Commercial Arbitration Rule 38(c) states that “[i]f a party fails to timely comply with the award, a party commencing a proceeding in a court of law to confirm or enforce the award shall be permitted to additional counsel fees for post arbitration proceedings as the court may deem appropriate.” Service of process in this proceeding was made by first class mail in accordance with Arbitration Services, Inc. Commercial Arbitration Rule 38(d) (*Matter of New York Merchants Protective Co. Inc. v Mima’s Kitchen*, 114 AD3d 796 [2d Dept 2014]).

The Court determines the petitioner is entitled to additional counsel fees pursuant to Rule 38 of the Commercial Arbitration Rules for proceeding to confirm and enforce the award. The additional counsel fees requested are not intended to cover the legal fees incurred in submitting this matter to arbitration. The petitioner’s attorney submitted, a supporting affirmation dated January 3, 2020, the legal services rendered in litigating this matter, The petitioner’s attorney stated the hourly rate is \$300.00, but the petitioner’s attorney billed the client on a contingency basis of one third of all money collected to the petition. The petitioner’s attorney stated

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approximately four hours were expended on this matter after receiving the arbitration award, and detailed the preparation and legal services provided to the client. The Court finds the \$750.00 is a reasonable and customary amount, under these circumstances, for legal services rendered to confirm and collect an arbitration award (*D&W Cent. Sta. Fire Alarm Co., Inc. v United Props. Corp.*, 34 Misc3d 85 [App Term, 2d Dept, 11th & 13th Jud Dists 2012]).

ORDERED, ADJUDGED and DECREED that the petition is GRANTED confirming the Arbitration Award, dated December 5, 2019, in the sum of \$2,621.55, with costs, disbursements, interest from December 5, 2019, and granting additional counsel fees in the sum of \$750.00.

**SUBMIT JUDGMENT.**

Dated: **February 26, 2020**

ENTER:



J. S. C.

**FINAL DISPOSITION**

HON. ANTONIO I. BRANDVEEN  
J.S.C.

**ENTERED**  
FEB 27 2020  
NASSAU COUNTY  
COUNTY CLERK'S OFFICE