

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

P R E S E N T : HON. CONRAD D. SINGER,
Justice

TRIAL/IAS PART 20

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SLOMIN'S INC.,

Petitioner,

Index No.: 620661/2023

Motion Seq. No. 001

Motion Submitted: 03/22/2024

-against-

LOUKIA MANGAS,

**DECISION AND ORDER ON
MOTION**

Respondent.
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XXX

The following papers have been read on this motion:

Notice of Petition and Supporting Papers [Seq. 001].....X

Answer [Seq. 001].....X

The Petitioner's, SLOMIN'S INC. ["Petitioner"], Petition seeks an Order pursuant to CPLR 2001 excusing the Petitioner's omission in its previous filing to confirm its Arbitration Award dated October 17, 2023, and an Order pursuant to CPLR 7510 and 7514, confirming the Arbitration Award, dated October 17, 2023, in the sum of \$17,914.00, with costs, disbursements, and interest from October 17, 2023, and granting additional counsel fees in the sum of \$1,800.00. The Respondent, Loukia Mangas ["Respondent"], opposes the Petition. The Petition is determined as follows:

CPLR §7510 holds that the court should confirm the award of an arbitrator upon proper application unless the award has been vacated or modified. "[J]udicial review of arbitration awards is extremely limited" (*Sheriff Officers Ass'n, Inc., ex rel. Ranieri v. Nassau County*, 113 AD3d 620 [2d Dept 2014], quoting *Wien & Malkin LLP v. Helmsley-Spear, Inc.*, 6 NY3d 471, 479 [2006]). In determining any matter arising under CPLR article 75, "the court shall not consider whether the claim with respect to which arbitration is sought is tenable, or otherwise pass upon the merits of the dispute" (CPLR 7501). Accordingly, it is "not for the courts to interpret the substantive conditions of the contract or to determine the merits of the dispute'" (*Matter of United Fedn. of Teachers, Local 2, AFT, AFL-CIO v. Board of Educ. of City School Dist. of City of N.Y.*, 1 NY3d 72, 82-83

[2003], quoting *Board of Educ., Lakeland Cent. School Dist. of Shrub Oak v. Barni*, 51 NY2d 894 [1980]). “An arbitration award must be upheld when the arbitrator ‘offer[s] even a barely colorable justification for the outcome reached’”. (*Wien & Malkin LLP v. Helmsley–Spear, Inc.*, 6 N.Y.3d at 479, quoting *Matter of Andros Compania Maritima, S.A. [Marc Rich & Co., A.G.]*, 579 F2d 691, 704 [2d Cir 1978]).

As an initial matter, the Petitioner previously moved to confirm the same underlying Arbitration Award dated October 17, 2023. However, when previously moving to confirm the award, the Petitioner inadvertently omitted one page of the award from its previous application to confirm. The Court (Rademaker, J.), found that based on the Petitioner’s prior application, the Petitioner had failed to establish that a rational basis existed for the underlying award.

The Petitioner re-filed its application, and this time submitted the entire arbitration award, which includes an explanation from the Arbitrator explaining what evidence was considered and how the Arbitrator reached its determination to award the Petitioner the sum of \$11,069.00, interest from August 25, 2020, in the sum of \$3,155.00, and legal fees in the sum of \$3,690.00, all totaling \$17,914.00. The Respondent has submitted an Answer in response to the Petitioner’s application to confirm.

As the Petitioner refiled its application to confirm the arbitration award within the one-year time period required under CPLR 7510, and as the Court finds no prejudice to the Respondent in considering the Petitioner’s re-filed application to confirm, demonstrated by the fact that the Respondent filed an Answer to the re-filed petition, the Court shall consider the merits of the Petitioner’s renewed application for an Order confirming the Arbitration Award.

The Court of Appeals has “recognized ‘three narrow grounds that may form the basis for vacating an arbitrator’s award—that it violates public policy, is irrational, or clearly exceeds a specifically enumerated limitation on the arbitrator’s power’”. (*Matter of Shenendehowa Cent. School Dist. Bd. of Educ. v Civ. Serv. Employees Ass’n, Inc.*, 20 NY3d 1026, 1027 [2013][citations omitted]). Even affording the *pro se* Respondent’s Answer considerable “latitude” [*Strujan v Kaufman & Kahn, LLP*, 168 AD3d 1114, 1116 (2d Dept 2019)], the Court finds that the Respondent’s Answer fails to state a basis to vacate the subject Arbitration Award. Further, after reviewing the subject order, the Court does not otherwise find a basis to vacate the underlying award, and

the award shall be confirmed. However, the portion of the Petitioner’s application which seeks an award of \$1,800.00 in further attorney’s fees is denied, as the Petitioner has failed to set forth a basis to award such further and additional counsel fees in addition to what was already awarded in the underlying Arbitration Award.

Therefore, the Petitioner’s Petition to confirm the Arbitration Award dated October 18, 2023, shall be **GRANTED**, except the portion of the Petition which seeks an award of \$1,800.00 in additional counsel fees shall be **DENIED**.

Accordingly, it is hereby,

ORDERED, that the Petitioner’s Petition pursuant to CPLR 7510 and 7514, confirming the Arbitration Award, dated October 17, 2023, in the sum of \$17,914.00, with costs, disbursements, and statutory interest from October 17, 2023, is hereby **GRANTED**; and it is further,

ORDERED, that the Petitioner’s request for additional legal fees in the sum of \$1,800.00 is **DENIED**; and it is further,

ORDERED, that the Petitioner is hereby directed to settle judgment on notice to the Respondent, and to include a copy of this Decision and Order when submitting its proposed Judgment to the Court.

This constitutes the Decision and Order of this Court.

Settle Judgment on Notice.

Dated: March 22, 2024
Mineola, New York


HON. CONRAD D. SINGER, J.S.C.