

To commence the statutory time for appeals as of right (CPLR 5513[a]), you are advised to serve a copy of this order, with notice of entry, upon all parties.

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER**

-----X  
OVERSIGHTT INTEGRATED SECURITY INC.,

Petitioner,

-against-

52-19 REALTY LLC and ZHUANG MINGZENG,

Respondents.  
-----X

**EVERETT, J.**

**INDEX NO. 69551/2023**

**DECISION/  
ORDER/JUDGMENT  
Motion Seq. 1**

Upon consideration of the papers filed in the New York State Courts Filing System (NYSCEF) Doc Nos. 1-11, relative to the petition to confirm an arbitration award, dated August 31, 2023, in the sum of \$12,203.59, with costs, disbursements, interest from August 31, 2023, and an additional sum of \$2,500.00 for counsel fees (CPLR 7510, 7514), the Court determines as follows:

In this special proceeding, the petition states that on February 1, 2022, the parties entered into a service agreement with an arbitration provision as explained in petitioner’s demand for arbitration (NYSCEF Doc No. 4). The “Statement of Claim” in the arbitration demand states that petitioner is an alarm installer, which entered into an agreement with 52-19 Realty LLC, guaranteed by Zhuang Mingzeng; that respondents breached the contract on June 30, 2023, by verbally notifying petitioner of the intention to cancel the agreement, and by failing to maintain an insurance policy naming petitioner as an additional insured; that it was agreed that respondents would pay petitioner 80% of the balance due for the remainder of its term; that the balance claimed

to be due was \$8,939.50, with interest from June 30, 2023, and attorney fees in the sum of \$4,469.75.

Respondents failed to answer the notice of the arbitration in the requisite 15 days. Petitioner was required to submit evidence to aid the arbitrator in making an award. On August 31, 2023, the arbitrator determined the following (NYSCEF Doc No. 7):

AWARD in favor of Claimant, Oversight Integrated Security, Inc. against Respondents 52-19 Realty LLC and Zhuang Mingzeng, jointly and severally in the amount of \$9,373.00 less \$433.50 with interest from June 30, 2023 in the sum of \$134.09 as provided in the agreement between the parties; plus \$2,980.00 in attorneys' fees as further provided for in the agreement between the parties; together with the costs of these proceedings in the sum of \$150.00 making in all a total of \$12,203.59.

On September 7, 2023, a copy of the award was delivered to each party in accordance with the terms of the agreement and the Arbitration Rules (NYSCEF Doc No. 8). Petitioner asserts that respondents have not complied with the award, which according to Commercial Arbitration Rule 38 (c) entitles "a party commencing a proceeding in a court of law to confirm or enforce the award ... to additional counsel fees for post arbitration proceedings as the court may deem appropriate." (NYSCEF Doc No. 5.) Petitioner requests an additional \$2,500.00. Petitioner submits an affidavit of service that respondents were served with the petition and related documents (NYSCEF Doc No. 11).

CPLR 7502 (a) provides that a "special proceeding shall be used to bring before a court the first application arising out of an arbitrable controversy which is not made by motion in a pending action."

CPLR 7507 notes "the award shall be in writing, signed and affirmed by the arbitrator making it within the time fixed by the agreement, or, if the time is not fixed, within such time as the court orders."

CPLR 7510 states: "The court shall confirm an award upon application of a party made within one year after its delivery to them, unless the award is vacated or modified upon a ground specified in section seventy-five hundred eleven of this article."

CPLR 7514 (a) provides: "A judgment shall be entered upon the confirmation of an award."

In *Jurcec v Moloney* (164 AD3d 1431, 1432 [2d Dept 2018]), the Court noted: "'[J]udicial review of arbitration awards is extremely limited' (*Wien & Malkin LLP v Helmsley-Spear, Inc.*, 6 NY3d 471, 479 [2006]). A court is required to grant a timely application to confirm an award 'unless the award is vacated or modified upon a ground specified in section 7511' (CPLR 7510)."

Accordingly, it is,

ORDERED and ADJUDGED that the petition is granted without opposition and the award rendered in favor of petitioner and against respondents is confirmed; and it is further

ORDERED and ADJUDGED that petitioner Oversightt Integrated Security Inc. shall recover from respondents 52-19 Realty LLC and Zhuang Mingzeng, jointly and severally, the award sum of \$12,203.59, plus an additional attorney fee of \$2500.00, for a total of \$14,703.59, together with costs, disbursements, and interest from August 31, 2023, and the Clerk of the Court is directed to enter judgment against respondents.

The foregoing constitutes the Decision and Order of the Court.

Dated: White Plains, New York  
December 15, 2023

ENTER:



HON. DAVID F. EVERETT, J.S.C.

To: All parties appearing via NYSCEF