

**DISTRICT COURT OF NASSAU COUNTY
FIRST DISTRICT CIVIL PART 2**

-----X,
SLOMIN'S INC.,

INDEX NO. CV-007324-25/NA

Petitioner

Present:

against

HON. ROBERT E. PIPIA

JOSEPH ZAVARO,

DECISION and ORDER

Respondent
-----X

**The following named papers numbered 1
submitted on this motion on September 26, 2025**

	papers numbered
<u>Notice of Petition to Confirm Arbitration Award</u>	<u>1</u>

Petitioner commenced this proceeding pursuant to CPLR 7510 and 7514, for an order confirming an arbitration award dated April 7, 2025, in the amount of \$5,247.28, with costs, disbursements and, interest from April 7, 2025. Petitioner seeks additional attorney's fees incurred, in the amount of \$1,800.00, in connection with commencing this proceeding. Petitioner's application is unopposed and is determined as provided herein.

CPLR 7510 provides that "[t]he court shall confirm an award upon application of a party made within one year after its delivery to him, unless the award is vacated or modified upon a ground specified in section 7511."

CPLR 7511(b) sets forth grounds for vacating an award and provides that "[t]he award shall be vacated on the application of a party who either participated in the arbitration or was served with a notice of intention to arbitrate if the court finds that the rights of that party were prejudiced by ... corruption, fraud or misconduct in procuring the award."

The court "shall" grant a timely application to confirm an arbitration award "unless the

award is vacated or modified upon a ground specified in section 7511” (CPLR 7510). “A party seeking to overturn an arbitration award on one or more grounds stated in CPLR 7511(b)(1) bears a heavy burden, and must establish a ground for vacatur by clear and convincing evidence” (*Matter of Denaro v Cruz*, 115 AD3d 742, 742–743 [citations and internal quotation marks omitted]; *see also Jurcec v. Moloney*, 164 AD3d at 1432). “An arbitrator’s award may be vacated only upon the grounds specified in CPLR 7511” (*Matter of Blamowski* [Munson Transp.], 91 NY2d 190, 194 [1997]).

A petition to confirm an arbitration proceeding, as in the instant case, is a special proceeding (CPLR 403; 409[b]; *see generally American Transit Insurance Co. v Nexray Med. Imaging PC*, 80 Misc 3d 1210[A] [Sup Ct, Kings County 2023]; *American Transit Insurance Company v NextStep Healing, Inc.*, 79 Misc 3d 1203[A] [Sup Ct, Kings County 2023]; *American Transit Insurance Company v Ortho City Services Inc.*, 79 Misc 3d 1204[A] [Sup Ct, Kings County 2023]; *Matter of FIA Card Services, N.A. v Thompson*, 18 Misc 3d 1146[A] [Nassau Dist Ct 2008]). “In a special proceeding, where no triable issues of fact are raised, the court must make a summary determination on the pleadings and papers submitted by the parties as if a motion for summary judgment were before it” (*Matter of Bahar v Schwartzreich*, 204 AD2d 441, 443 [2d Dept 1994] [internal citations omitted]). In *Karr v Black*, (55AD3d 82, 86 [1st Dept 2008]), the court reasoned that “a special proceeding is subject to the same standards and rules of decision as apply on a motion for summary judgment, requiring the court to decide the ‘matter upon the pleadings, papers and admissions to the extent that no triable issues of fact are raised’” (*citing Matter of Port of N.Y. Auth.* [62 Cortlandt St. Realty Co.], 18 NY2d 250, 255 [1966], *cert denied sub nom. McInnes v Port of N.Y. Auth.*, 385 US 1006 [1967]).

Moreover, “judicial review of arbitration awards is extremely limited” (*Wien & Malkin LLP v Helmsley–Spear, Inc.*, 6 NY3d 471, 479 [2006]; *see Jurcec v. Moloney*, 164 AD3d 1431, 1432 [2d Dept 2018]). “CPLR article 75 codifies a limited role for the judiciary in arbitration” (*American Intl. Specialty Lines Ins. Co. v Allied Capital Corp.*, 35 NY3d 64, 70 [2020]; *see also, Matter of Paluch v Kohn*, 204 AD3d 804, 805 [2d Dept 2022]). In determining any matter 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). “[A]n arbitrator’s award should not be vacated for errors of law and fact committed by the arbitrator and the courts should not assume the role of overseers to mold the award to conform to their sense of justice” (*Wien & Malkin LLP v Helmsley-Spear, Inc.*, 6 NY3d at 479–480).

Here, as petitioner’s application is unopposed and brought within the requisite one (1) year period, and based upon petitioner’s submissions, this court hereby confirms the arbitrator’s award.

Accordingly, let judgment be entered thereon in the sum of \$5,247.28, with interest, at the statutory rate, from April 7, 2025, to the date of entry of the judgment, together with costs and disbursements and additional attorneys fees in the sum of \$1,800.00.

So Ordered:


HON. ROBERT E. PIIPA
DISTRICT COURT JUDGE

Dated: November 03, 2025

CC: Kirschenbaum & Kirschenbaum, Attorney for Petitioner
Joseph Zavaro, *pro se*