

**Decorato, Sheehan, Merolesi & Federico LLP v Singh**

2024 NY Slip Op 34198(U)

November 25, 2024

Supreme Court, New York County

Docket Number: Index No. 652323/2024

Judge: Lynn R. Kotler

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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. LYNN R. KOTLER PART 08**

*Justice*

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DECORATO, SHEEHAN, MEROLESI & FEDERICO LLP

Petitioner,

- v -

ROHAN SINGH,

Respondent.

-----X

INDEX NO. 652323/2024  
MOTION DATE 07/17/2024  
MOTION SEQ. NO. 001

**DECISION, ORDER and  
JUDGMENT ON MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 16, 17, 18, 19 were read on this motion to/for LEAVE TO FILE.

Upon the foregoing documents, the petition and motion sequence 1 are decided as follows.

This is a special proceeding to vacate an arbitration award. In a Verified Petition, petitioner DeCorato, Sheehan, Merolesesi & Federico LLP seeks an order pursuant to CPLR § 7511 vacating an arbitration award against it. No notice of petition has been filed, and thus, the petition is neither properly noticed and nor docketed with its own motion sequence number. Petitioner did however file proof of service of the petition on respondent Rohan Singh.

Singh, self-represented, opposes the petition and moves in motion sequence 1 for leave to submit additional papers. There is no opposition to Singh’s motion. For the reasons that follow, Singh’s motion is granted to the extent that the information and arguments contained therein will be considered, and the petition is denied and the award is confirmed.

The underlying award is dated March 29, 2024 and was issued by a panel of three arbitrators pursuant to the New York County Lawyers Association (NYCLA) Fee Dispute Program under Case Number 206616. The award ordered petitioner to refund Singh, its former client, the sum of \$7,225.00.

The relevant facts are as follows. Singh entered into a retainer agreement with petitioner to represent him in a divorce proceeding. Bryan Goldstein, formerly an associate at the Firm, was to work with Singh exclusively throughout the litigation. The agreement was signed by petitioner's managing partner, Linda DeCorato, and Singh. The agreement provided that either party may submit a disputes arising out of the agreement to binding fee arbitration pursuant to Part 137 of the Rules of the Chief Administrator (22 NYCRR Part 137) and any objections to fees must be made within 30 days of receipt of the corresponding billing statements or be deemed accepted.

In February 2021, Goldstein moved to a new firm, Grant Herman Schwartz & Klinger, LLP ("Grant"), and Singh transferred his case to Goldstein's new firm, filing a consent to change attorneys form that same month. The invoices at issue in the underlying arbitration are from January and February 2021, when Goldstein was allegedly transitioning to his new firm. In response to an invoice sent by Sophia Stok, a former employee of petitioner, Singh emailed Goldstein, with Stok carbon-copied, on February 9, 2021, inquiring about the charges being higher than usual. Singh claims that he never received a "clear response" from the Law Firm or from Goldstein on the higher than usual fee amounts. Singh further claims that he continued disputing these invoices with Goldstein at his Grant email, however these emails have not been provided to the court.

On March 23, 2021, an Order was entered by Judge Michael Katz in relation to Singh's divorce proceeding to liquidate funds and attribute \$50,000 "transferred directly to Defendant's attorneys, Grant Herman Schwartz & Klinger, LLP as and for counsel fees (which can also be used to pay Defendant's prior counsel, DeCorato Cohen Sheehan & Federico, LLP to cover any balance owed)". On that same date, Goldstein directed Singh via email to make payments of \$18,401.40 to petitioner and \$31,598.60 to Grant. Singh claims that Goldstein handled the fee dispute on behalf of petitioner, despite no longer being employed there, and told him he would still be able to dispute the charges after payment.

In December 2022, Singh and DeCorato exchanged emails regarding the January and February 2021 invoices, and Singh asserts that Goldstein was no longer being responsive. Petitioner claims that prior to Singh's December 2022 communications, they were unaware of Singh's fee dispute. DeCorato also claims that Goldstein told her not to discuss the matter with Singh as he was dealing with it.

On March 13, 2024, NYCLA sent an email to Singh and DeCorato notifying the parties that an arbitration hearing was scheduled for March 27, 2024. On March 29, 2024, the panel awarded Singh a refund of \$7,225.00 of the amount in dispute, \$17,850. The award provides in pertinent part as follows:

The panel observed the credibility of the parties, considered the testimony of the parties and the documents produced at the hearing, and bases its award thereupon. We note that the attorney primarily responsible for the work performed, Brian Goldstein, Esq., did not appear or provide testimony. We find by a preponderance of the evidence that the client is entitled to a refund by the attorney, in the amount of \$7,225.00.

### Parties' arguments

Petitioner argues that the award is contrary to law, the panel exceeded its powers, the panel failed to follow its own procedure and that the fees were appropriately incurred and paid by Singh. Specifically, petitioner contends that Supreme Court's Order directing Singh to pay his lawyer fees was essentially binding and that his only remedy was to go back to the Supreme Court and seek a modification. Petitioner further argues that Singh was not entitled to submit a fee dispute to arbitration and that pursuant to the retainer agreement, failing to raise any objections within 30 days constitutes acceptance of the fees charged and waived any right to dispute the fees in the future.

### Discussion

Generally, judicial review of arbitration awards is extremely limited (*Wien & Malkin LLP v Helmsley-Spear, Inc.*, 6 NY3d 471, 479 [2006]). An arbitration award will only be set aside if it is completely irrational, violative of a strong public policy, or exceeds a limitation on the arbitrator's power (*Matter of Obot (New York State Dept. of Correctional Servs.)*, 224 AD2d 1006, 1006 [4th Dept 1996] *affd* 89 NY2d 883 [1996]). The deference given to arbitral awards is such that even a misapplication of the law will not be a sufficient basis for vacatur under CPLR § 7511 (*Matter of Douglas v New York City Dept. of Educ.*, 52 Misc 3d 816, 822 [Sup Ct, New York County 2016]; *Matter of Associated Teachers of Huntington v Board of Educ., Union Free School Dist. No. 3, Town of Huntington*, 33 NY2d 229, 235 [1973]). The "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 [2d Dept 2014] [citations and internal quotation marks omitted]).

CPLR § 7511(b)(1) provides four grounds for vacating the award:

- (i) corruption, fraud or misconduct in procuring the award; or
- (ii) partiality of an arbitrator appointed as a neutral, except where the award was by confession; or
- (iii) an arbitrator, or agency or person making the award exceeded his power or so imperfectly executed it that a final and definite award upon the subject matter submitted was not made; or
- (iv) failure to follow the procedure of this article, unless the party applying to vacate the award continued with the arbitration with notice of the defect and without objection.

The court finds that petitioner has failed to establish any ground for vacatur of the underlying award. Indeed, petitioner does not even cite which statutory provision its motion is based upon.

Petitioner's argument that Singh was bound by Supreme Court's decision is unavailing. Justice Katz' Order does not expressly preclude any fee disputes or otherwise constitute a decision on the merits of what amount petitioner was owed by Singh for attorneys fees. Thus, petitioner's reliance on *Matter of Sciandra (Palmer)*, 174 Misc 2d 959, 960 (Sup Ct, Erie County 1997) is misplaced and Singh was not otherwise precluded from submitting a fee dispute to arbitration pursuant to the Part 137 rules and the retainer agreement.

Petitioner's argument that the award was contrary to the retainer agreement is also rejected. Indeed, petitioner claims that Singh did not timely notify petitioner of a fee dispute, despite providing an email from Singh to Stok and Goldstein requesting detailed invoices and raising concerns that they were higher than normal in February 2021.

Petitioner's attempt to relitigate the arbitration and argue an account stated claim also fails based on the same reasoning. Moreover, even if petitioner was legally correct in their assertion that Singh did not make a timely and proper objection to the January and February 2021 invoices, a mistake of law is not sufficient to vacate an arbitration award under CPLR § 7511 (*Matter of Douglas*, 52 Misc 3d at 822; *Matter of Associated Teachers of Huntington*, 33 NY2d at 235 [1973]). "Any misapplication of the law by the Hearing Officer is not included in the limited grounds for relief set forth in CPLR 7511" (*Matter of Douglas*, 52 Misc 3d at 822).

Petitioner's argument that the panel did not describe or explain how it arrived at the amount of the award also fails. The panel's decision adequately explains the reasoning in light of the testimony and evidence the parties presented. "On review, an award may be found to be rational if any basis for such a conclusion is apparent to the court based upon a reading of the record" *State Farm Mut. Auto. Ins. Co. v. City of Yonkers*, 21 AD3d 1110, 1111 [2d Dept 2005]). On this record, petitioner has not shown that the panel lacked a rational basis to make the award.

Finally, petitioner submits a series of emails and texts between Singh and Goldstein from 2021 on reply, purporting to show that Singh had a good relationship with Goldstein. Not only is this "evidence" improperly submitted for the first time on reply, but whether Singh had a good relationship with the lawyer handling his divorce proceeding is not outcome determinative on petitioner's application to vacate the underlying award.

Accordingly, the petition is denied and the award is confirmed.

In accordance herewith, it is hereby **ORDERED** that motion sequence 1 is granted; and it is further

**ADJUDGED** that the petition is denied; and it is further

**ADJUDGED** that the award dated March 29, 2024 and issued by pursuant to the New York County Lawyers Association (NYCLA) Fee Dispute Program under Case Number 206616 is **CONFIRMED** in all respects; and it is further

**ADJUDGED** that respondent Rohan Singh, residing at

\_\_\_\_\_, do recover of petitioner DeCorato Sheehan Merolesi & Federico LLP, residing at

\_\_\_\_\_, the sum of \$7,225.00, with interest from the date of the award, March 29, 2024, in the amount of

\_\_\_\_\_ together with costs and disbursements in the sums of \_\_\_\_\_ and \_\_\_\_\_, respectively, making in all the sum of \_\_\_\_\_, and that plaintiff have execution therefore

This constitutes the decision, order and judgment of the court.

ENTER:



11/25/2024  
DATE

\_\_\_\_\_  
LYNN R. KOTLER, J.S.C.

CHECK ONE:	<input checked="" type="checkbox"/>	CASE DISPOSED	<input type="checkbox"/>	NON-FINAL DISPOSITION
APPLICATION:	<input type="checkbox"/>	GRANTED	<input type="checkbox"/> DENIED	<input checked="" type="checkbox"/> GRANTED IN PART
CHECK IF APPROPRIATE:	<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>	<input type="checkbox"/> OTHER
	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	<input type="checkbox"/> REFERENCE
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

Judgment Entered  
This \_\_\_ Day of \_\_\_\_\_, 20\_\_