

**Supreme Court of the State of New York**  
**Appellate Division: Second Judicial Department**

D21544  
Y/prt

\_\_\_\_\_AD3d\_\_\_\_\_

Argued - November 25, 2008

STEVEN W. FISHER, J.P.  
ANITA R. FLORIO  
EDWARD D. CARNI  
CHERYL E. CHAMBERS, JJ.

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2008-01993

DECISION & ORDER

Roman Rabinovich, plaintiff, Edward L. Smith,  
appellant, v Jo Ann Womack, et al., defendants,  
Dunolly Owners' Corp., respondent (and a third-party  
action).

(Index No. 16363/97)

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Edward L. Smith, Jackson Heights, N.Y., appellant pro se.

Novitt, Sahr & Snow, LLP, Kew Gardens, N.Y. (Steven R. Vaccaro of counsel), for  
respondent.

In an action, inter alia, for a judgment directing the reinstatement of certain persons as officers of a residential cooperative known as Dunolly Owners' Corp., the plaintiff Edward L. Smith appeals from an order of the Supreme Court, Queens County (Cullen, J.), dated January 4, 2007, which denied that branch of his motion which was, in effect, to modify an undated stipulation of settlement.

ORDERED that the order is affirmed, with costs.

Stipulations of settlement are favored by the courts and are not to be lightly cast aside (*see Hallock v State of New York*, 64 NY2d 224, 230). "Only where there is cause sufficient to invalidate a contract, such as fraud, collusion, mistake or accident, will a party be relieved from the consequences of a stipulation made during litigation" (*Hallock v State of New York*, 64 NY2d 224, 230 [citation omitted]; *see McCoy v Feinman*, 99 NY2d 295, 302; *Moshe v Town of Ramapo*, 54

AD3d 1030; *Shockome v Shockome*, 53 AD3d 610; *Racanelli Constr. Co., Inc. v Tadco Constr. Corp.*, 50 AD3d 875). The appellant failed to establish any legitimate basis to modify the subject stipulation.

FISHER, J.P., FLORIO, CARNI and CHAMBERS, JJ., concur.

ENTER:

  
James Edward Pelzer  
Clerk of the Court