

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

D34342
O/kmb

_____AD3d_____

Submitted - February 14, 2012

REINALDO E. RIVERA, J.P.
CHERYL E. CHAMBERS
LEONARD B. AUSTIN
SHERI S. ROMAN, JJ.

2011-02369

DECISION & ORDER

Enrique Reid, appellant, v C & S Realty
Management, LLC, et al., respondents.

(Index No. 29330/09)

Enrique Reid, Brooklyn, N.Y., appellant pro se.

Russo, Keane & Toner, LLP, New York, N.Y. (Fern Flomenhaft and Rima Patel of
counsel), for respondents.

In an action, inter alia, to recover damages for breach of the implied warranty of
habitability, the plaintiff appeals from an order of the Supreme Court, Kings County (Spodek, J.),
dated February 10, 2011, which denied his motion, among other things, to vacate a stipulation of
settlement entered into on June 18, 2010.

ORDERED the order is affirmed, with costs.

“Stipulations of settlement are favored by the courts and not lightly cast aside . . .
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 [citations omitted]; see *Moshe v Town of Ramapo*,
54 AD3d 1030, 1030-1031; *Trakansook v Kerry*, 45 AD3d 673). Here, the Supreme Court correctly
found that none of the plaintiff’s allegations were sufficient to warrant vacating the subject
stipulation of settlement entered into on June 18, 2010 (see *Pimpinello v Swift & Co.*, 253 NY 159,
162-163).

The plaintiff’s remaining contention is without merit.

April 3, 2012

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Accordingly, the Supreme Court properly denied the plaintiff's motion, among other things, to vacate the stipulation of settlement.

RIVERA, J.P., CHAMBERS, AUSTIN and ROMAN, JJ., concur.

ENTER:


Aprilanne Agostino
Clerk of the Court