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Cited

As of: Dec 26, 2013

Rita DiCarlo, Appellant, v Beacway Operating, LLC, Respondent.

114153/07, 6075, 6074

**SUPREME COURT OF NEW YORK, APPELLATE DIVISION, FIRST
DEPARTMENT**

**89 A.D.3d 555; 932 N.Y.S.2d 697; 2011 N.Y. App. Div. LEXIS 8071; 2011 NY Slip
Op 8281**

November 17, 2011, Decided

November 17, 2011, Entered

HEADNOTES

Stipulations--Stipulation of Settlement

COUNSEL: [***1] Law Offices of Peter L. Quan, PLLC, New York (Leslie Sultan of counsel), for appellant.

Gartner & Bloom, P.C., New York (Arthur P. Xanthos of counsel), for respondent.

JUDGES: Gonzalez, P.J., Tom, Catterson, Richter, Román, JJ. Concur--Gonzalez, P.J., Tom, Catterson, Richter and Román, JJ.

OPINION

[*555] [**697] Order, Supreme Court, New York County (Louis B. York, J.), [*556] entered December 7, 2009, which, in an action for personal injuries allegedly sustained by plaintiff tenant as a result of exposure to mold in defendant landlord's building, granted

defendant's motion for summary judgment dismissing the complaint, and order, same court and Justice, entered January 31, 2011, which, upon renewal, adhered to the prior order dismissing the complaint, unanimously affirmed, without costs.

Dismissal of the complaint was warranted. The plain terms of a prior stipulation of settlement in defendant's nonpayment proceeding resolved all grievances between the parties, including plaintiff's counterclaim of harmful mold exposure while she was a tenant in defendant's apartment (*see Matter of Matinzi v Joy*, 96 AD2d 780, 781, 465 NYS2d 731 [1983], *affd* [**698] 60 NY2d 835, 458 NE2d 372, 470 NYS2d 131 [1983]).

The evidence presented by plaintiff on the motion to renew did not warrant a different result.

We have considered plaintiff's remaining arguments [***2] and find them unavailing. Concur--Gonzalez, P.J., Tom, Catterson, Richter and Román, JJ.