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Supreme Court, Appellate Division, Third Department, New York

NEW YORK STATE WORKERS' COMPENSATION BOARD et. al., Respondents.

v.

A&T HEALTHCARE, INC., n/k/a A&T HEALTHCARE, LLC, et. al., Defendants

and

MOTHERLY LOVE HOME CARE SERVICES INC., Appellant.

April 4, 2019

Facts: Motherly Love Home Care Services was self-insured as a member of the Health-Care Providers Self-Insurance Trust. When the trust went bankrupt the Board took over its administration. The Board then sued the trust and its members (who would be considered jointly and severally liable) to recover the deficit that had led to its bankruptcy. As a result of the lawsuit Motherly Love Home Care Services entered into two separate settlements in which it agreed to repay the Board. The terms of the settlements allowed for monthly repayment over a period of 10 years. When Motherly Love then received two separate statement invoices, one for each settlement, it moved to vacate the agreements based upon mistake, alleging that when it signed the settlement paperwork, it thought the one agreement was just a duplicate copy of the first. The Supreme Court denied Motherly Love's motion and it now appeals.

Holding: Affirmed.

Discussion: The courts want to encourage parties to reach settlements and will only disapprove of them in cases such as where there is fraud, collusion, mistake or duress or if the terms are unconscionable. Motherly Love was alleging a unilateral mistake. The agreements were not so similar as to believe this allegation. Each agreement referenced the settlement

amount in three separate places. The amounts were completely different. When Motherly Love signed and returned only one agreement the Board explained that they also needed the second one signed and returned. These were two distinct agreements that Motherly Love was given copies of to review and accordingly it had the ability to determine that not one, but two agreements were being proposed.

*Stewart, Greenblatt, Manning & Báez*