CASE NO. 6453 CRB-8-21-11 CLAIM NOS. 800199543 & 800202184	:	COMPENSATION REVIEW BOARD
TACHICA CALLAHAN CLAIMANT-APPELLANT	:	WORKERS' COMPENSATION COMMISSION
v.	:	NOVEMBER 4, 2022

HEALTHCARE SERVICES
GROUP-MERIDEN CARE CENTER
EMPLOYER
and

MEMIC INDEMNITY COMPANY
INSURER
RESPONDENTS-APPELLEES

APPEARANCES:

The claimant-appellant appeared at oral argument before the board as a self-represented party.

The respondents-appellees, Healthcare Services Group-Meriden Care Center and Memic Indemnity Company were represented by Christopher Buccini, Esq., Strunk, Dodge, Aiken, Zovas, LLC, 200 Corporate Place, Suite 100, Rocky Hill, CT 06067.

The respondent-appellee, Healthcare Services Group-Meriden Care Center was represented by Jonathan Starble, Esq., iCare Management, LLC, Legal Department, 341 Bidwell Street, Manchester, CT 06040 as an interested party with respect to the claimant's allegations under General Statutes § 31-290a only.

This appeal from the November 3, 2021 Decision on the Claimant's Motion to Reopen Stipulation by Peter C. Mlynarczyk, the Administrative Law Judge acting for the Eighth District, was heard August 26, 2022 before a Compensation Review Board panel consisting of Chief Administrative Law Judge Stephen M. Morelli and Administrative Law Judges Daniel E. Dilzer and William J. Watson III.[1]

[1] We note that two motions for extension of time were granted during the pendency of this appeal.

OPINION

STEPHEN M. MORELLI, CHIEF ADMINISTRATIVE LAW JUDGE. The claimant has appealed from Administrative Law Judge Peter C. Mlynarczyk's November 3, 2021 Decision on the Claimant's Motion to Reopen Stipulation (decision), which denied her bid to open a stipulation in which she settled her claim against the respondents for chapter 568 benefits. She argues that the hearing before Administrative Law Judge David W. Schoolcraft approving the stipulation on November 14, 2019 was not conducted in a reasonable manner, she did not understand the stipulation she was about to execute, and she was coerced into executing the agreement. In his decision, Administrative Law Judge Mlynarczyk ruled against these arguments and found insufficient grounds under General Statutes § 31-315 to open the stipulation.[2] The claimant contends this decision is against the weight of the evidence, while the respondents argue the claimant merely has buyer's remorse after reaching an accord she now finds insufficient. After reviewing the record, we cannot identify any legal error by Administrative Law Judges Schoolcraft or Mlynarczyk. Furthermore, we agree with Administrative Law Judge Mlynarczyk that the delineated standards to open an agreement were not met by the claimant. Therefore, we affirm the decision.

[2] General Statutes § 31-315 states: "Any award of, or voluntary agreement concerning, compensation made under the provisions of this chapter or any transfer of liability for a claim to the Second Injury Fund under the provisions of section 31-349 shall be subject to modification in accordance with the procedure for original determinations, upon the request of either party or, in the case of a transfer under section 31-349, upon request of the custodian of the Second Injury Fund, whenever it appears to the compensation commissioner, after notice and hearing thereon, that the incapacity of an injured employee has increased, decreased or ceased, or that the measure of dependence on account of which the compensation is paid has changed, or that changed conditions of fact have arisen which necessitate a change of such agreement, award or transfer in order properly to carry out the spirit of this chapter. The commissioner shall also have the same power to open and modify an award as any court of the state has to open and modify a judgment of such court. The compensation commissioner shall retain jurisdiction over claims for compensation, awards and voluntary agreements, for any proper action thereon, during the whole compensation period applicable to the injury in question."

The genesis of this dispute is due to a claim that the claimant commenced seeking benefits for alleged injuries sustained at work on June 19, 2017. After commencing a claim for chapter 568 benefits, the claimant said she was terminated from her employment and as a result also sought relief under General Statutes § 31-290a. The respondents filed a timely disclaimer to this claim and at no time conceded liability. Prior to a formal hearing as to the compensability of the claim, the parties engaged in settlement discussions and the respondents proposed a full and final settlement of all claims by the claimant in exchange for the sum of $20,000. At a hearing on the record held on November 14, 2019, Administrative Law Judge Schoolcraft canvassed the claimant as to her intentions and approved a Full and Final Stipulation (stipulation), wherein the claimant released all her claims against the respondents. The respondents tendered a check for the aforementioned $20,000 consideration.

On November 20, 2019, the claimant filed a motion to open stipulation per § 31-315. She claimed she did not receive the considerations recited in the stipulation, that the agreement should be set aside due to mutual mistake, and she was "bombarded with settlement options" prior to agreeing to the stipulation. Administrative Law Judge Mlynarczyk held a formal hearing on the motion which continued over five sessions on August 25, 2020, November 3, 2020, January 11, 2021, March 22, 2021, and July 8, 2021, with the record closing on October 14, 2021.

In the decision, Administrative Law Judge Mlynarczyk reached the following factual findings:

> 1. The Claimant asserted two claims against the Respondents, one for physical injury that was alleged to have occurred on June 19, 2017, and the other claim was for discrimination and/or wrongful termination under C.G.S. §31-290a. There were

numerous hearings held at the Commission's Eighth District office and the matters were ultimately scheduled to be tried on their merits on December 4, 2019. (Admin. Notice)

2. In a hearing held on November 14, 2019, before the Hon. David W. Schoolcraft, the Respondents presented a document they had drafted which would result in a full and final stipulation of all the Claimant's claims against them, in consideration of a payment of $20,000, if executed by the parties and approved by Commissioner Schoolcraft. The Respondents also brought with them a check in the amount of $20,000 payable to the Claimant. (March 22, 2021, Formal Hearing at 7, 23)

3. Commissioner Schoolcraft began by explaining the Stipulation and What It Means Questionnaire to Ms. Callahan. He stated that the settlement would close all claims against the Respondents and that she would not receive future medical treatment or indemnity benefits, nor would she receive any future permanency benefits. He further explained that her discrimination/wrongful termination claim under C.G.S.§31-290a would also be forever closed. Ms. Callahan acknowledged that she understood the form, agreed to continue, and initialed, signed and dated the form. (Resp Ex. 3, 4 at 2-6)

4. Commissioner Schoolcraft then proceeded to go through the stipulation document with the Claimant, explaining the terms on a paragraph-by-paragraph basis and repeatedly explaining to her the finality of acceptance of its terms. He asked her repeatedly if she understood his explanation and whether she wished to proceed with the settlement. She answered in the affirmative each and every time. She ultimately executed the document and Commissioner Schoolcraft also signed it, effectively approving the settlement, and closing all of the Claimant's claims. (Resp. Ex. 2, 4)

5. The Respondents presented the Claimant with a check for the settlement proceeds at the November 14, 2019 hearing and she deposited the check on that same day. (Resp. Ex. 5)

6. On November 20, 2019, Ms. Callahan moved to reopen her claims pursuant to C.G.S. §31-315; the findings herein address the Claimant's motion. (Admin. Notice)

7. In her extensive testimony on the record, the Claimant raises several reasons for her motion to reopen the stipulation, among them:

    a. The Respondents should not have been allowed to bring a $20,000 check to the November 14, 2019 hearing;

    b. She had little choice but to settle because Commissioner Schoolcraft told her that if she went forward with the Formal Hearing on the merits, she would likely lose. In her opinion, making that statement in the presence of the Respondents took away her bargaining power; (August 25, 2020, Formal Hearing at 75, 119);

    c. She found a case (after November 14, 2019) where a claimant named Patricia Courtright prevailed with a 50% permanency rating; (August 25, 2020, Formal Hearing at 119) and;

    d. There must have been a mutual mistake of fact because that is what she was told to say. (August 25, 2020, Formal Hearing at 89)

8. Prior to November 14, 2019, several settlement offers were made to resolve the Claimant's claims, but she rejected them. Commissioner Schoolcraft was involved in at least one of the settlement discussions, at which time he evaluated the strengths and weaknesses of the parties' positions and recommended $20,000 as a fair resolution. (November 3, 2020, Formal Hearing at 97)

9. Ms. Callahan did not meet her burden of proof that she was fraudulently induced into accepting the settlement offer.

10. Ms. Callahan likewise did not produce evidence or testimony of duress. While the presence of the $20,000 check at the November 14, 2019 hearing might have served as a temptation, she was neither forced . . . to accept it, nor was she forced to deposit those funds into her bank account. In fact, she had rejected prior offers of settlement, which is evidence that she could not be intimidated into accepting a settlement.

11. Ms. Callahan used the phrase "mistake of fact" many times during the formal proceedings, but she did not articulate where that mistake occurred, nor did she show that any such mistake, if it existed, was mutual.

12. There was no evidence or testimony presented that would support a finding that the stipulation was somehow accidentally approved.

November 3, 2021 Decision on Claimant's Motion to ReOpen Stipulation, pp. 1-12.

Based on these factual findings, Administrative Law Judge Mlynarczyk concluded that the claimant had not met her burden to prove that the stipulation had been entered into as the result of fraud, accident or mutual mistake, and denied the claimant's motion to open. The claimant responded with a motion to correct seeking to replace the findings therein in toto with findings that she had been coerced into executing the stipulation and that it should be opened. Administrative Law Judge Mlynarczyk denied this motion in its entirety and the claimant commenced this appeal, essentially restating the arguments she presented in the motion to correct.[3] She also argued that as her condition continued to worsen, changed circumstances warranted opening the award. The respondents argued that this was essentially an effort to undo a bargain the claimant subsequently regretted, which was not among the statutory grounds available to open an award or final stipulation. Upon review, we find the respondent's arguments more persuasive.

The standard of deference we are obliged to apply to a commissioner's findings and legal conclusions on appeal is well-settled. "The trial commissioner's factual findings and conclusions must stand unless they are without evidence, contrary to law or based on unreasonable or impermissible factual inferences." Russo v. Hartford, 4769

[3] The claimant also filed a motion to submit additional evidence which this tribunal considered and ruled upon prior to the hearing of this appeal. See Ruling Re: Motion for Additional Evidence issued June 6, 2022.

CRB-1-04-1 (December 15, 2004), *citing* Fair v. People's Savings Bank, 207 Conn. 535, 539 (1988). Moreover, "[a]s with any discretionary action of the trial court, appellate review requires every reasonable presumption in favor of the action, and the ultimate issue for us is whether the trial court could have reasonably concluded as it did." Burton v. Mottolese, 267 Conn. 1, 54 (2003), *quoting* Thalheim v. Greenwich, 256 Conn. 628, 656 (2001). "This presumption, however, can be challenged by the argument that the trial commissioner did not properly apply the law or has reached a finding of fact inconsistent with the evidence presented at the formal hearing." Christensen v. H & L Plastics Co., Inc., 5171 CRB-3-06-12 (November 19, 2007).

In reviewing our case law regarding motions to open stipulations, we note that in Franklin v. Pratt & Whitney, 6330 CRB-5-19-5 (March 19, 2020), we held a claimant's subsequent belief that they were inadequately compensated did not constitute grounds to set aside a stipulation. A movant may open a settlement if he or she can demonstrate that there was a lack of consideration in the original agreement for releasing claims under chapter 568. See Leonetti v. MacDermid, Inc., 310 Conn. 195, 206-07 (2013). Since Administrative Law Judge Schoolcraft approved the stipulation, the respondents tendered a check for $20,000, and the claimant deposited that check into her account, this scenario is inapplicable in the current action.

One may also open a settlement if the movant can establish there was some irregularity in the manner in which the settlement was approved. "The trier must canvass the claimant to ensure that he has considered certain issues, and that he meaningfully understands the document that purports to embody the parties' compromise." Rodriguez v. State/Dept. of Correction, 4317 CRB-1-00-11 (October 23, 2001), *rev'd*, 76 Conn.

App. 614 (2003). If the parties agreed to reach a settlement due to a mistake, that may provide grounds to open the settlement, but a unilateral mistake by a party to a stipulation cannot satisfy the statutory grounds necessary to open the agreement and the mistake must be mutual in nature. See id., 624-26. In light of this precedent, we will evaluate the record to ascertain if Administrative Law Judge Mlynarczyk's decision comports with the case law applying § 31-315, in particular, Dombrowski v. New Haven, 6149 CRB-3-16-10 (September 11, 2017), *aff'd*, 194 Conn. App. 739 (2019), *cert. denied*, 335 Conn. 908 (2020) and Marone v. Waterbury, 244 Conn. 1 (1998).

The claimant argued that she was coerced into executing the stipulation. She offered two specific actions which she claimed constituted coercion: (a) the fact that the respondents arrived at a hearing with a preprinted check for the settlement proceeds they were willing to pay and (b) an allegation that Administrative Law Judge Schoolcraft told her she would lose at a formal hearing were she to decline a settlement. During testimony at oral argument before this board, the claimant stated, "[a]ttorney Chris Buccini came in with his pre-dated check . . . and Jonathan Starble made a statement that if I didn't take the check, I wasn't going to get anything." Transcript from Compensation Review Board argument of August 26, 2022, p. 9. Following Judge Dilzer's question, "I just want to clarify. So you felt you were under duress because it's your argument here today that then-Commissioner Schoolcraft told you that if you didn't take the money, you would probably lose?" Id., pp. 11-12. The claimant responded, "[Judge Schoolcraft] didn't say probably. He said, '[y]ou're going [to] lose your formal hearing.'" Id., p. 12. We have reviewed the record and are not persuaded by this argument.

We do recognize that an eleventh-hour presentation of documents or demands may place a party in an inequitable position, see for example, Traystman, Coric & Keramidas v. Daigle, 84 Conn. App. 843 (2004). However, we find that in this case the settlement check was brought by counsel to a November 8, 2019 pre-formal hearing and no immediate demand for action was presented to the claimant. See July 8, 2021 Transcript, p. 7. This occurred after discussions were held at a September 20, 2019 pre-formal hearing where Administrative Law Judge Schoolcraft suggested the case could be resolved by a $20,000 payment by the respondents. See December 2, 2020 Transcript, pp. 96-97. Therefore, the presentation of a settlement check at the November 8, 2019 hearing should not have constituted some form of ambush or surprise to the claimant; rather it could be interpreted as tangible evidence as to the respondents willingness to accept the administrative law judge's recommendation. We further note that the actual approval of the stipulation occurred six days later on November 14, 2019. Had the claimant had second thoughts as to whether she wanted to settle the case, ample time had passed to allow her to make a reasoned decision as to how to proceed. In any event, the respondents brought the prepared check to the stipulation approval hearing and handed it to the claimant. See November 14, 2019 Transcript, p. 21. She cashed the check shortly thereafter. See March 22, 2021 Transcript, p. 7. The claimant expressed no contemporaneous concern with the presentation of the settlement check despite a thorough canvass by Administrative Law Judge Schoolcraft as to whether she was willingly agreeing to the stipulation. As a result, we do not find this constitutes reversable error.

The claimant also says that her bargaining power was taken away from her because Administrative Law Judge Schoolcraft told her that if she did not accept the stipulation she would lose her claim at a formal hearing. She believes this was a form of coercion that should require opening the stipulation. We note that she does not specifically identify when this discussion occurred and our review of the November 14, 2019 transcript does not reflect that discussion occurred at that time. What our review of that transcript does reflect is the administrative law judge offering an accurate and dispassionate explanation as to the risk and rewards of going to a contested formal hearing on compensability as opposed to accepting a settlement of the claim. We find this colloquy dispositive of the issue.

> Commissioner Schoolcraft: 'The stipulation is not being induced or entered into by fraud, accident, mistake or duress.' What that means is that you're an adult, you know you don't have to settle the case. You could go ahead with the formal hearing and take your risks, but you've thought about this. You're, you're doing this of your own free will.
>
> Obviously, you think the case is worth more. Obviously, you have a number of grievances against them, but you've concluded that you would rather be done with the case, and that you're doing this of your own free will. There's nobody threatening you, right? Correct?
>
> [Claimant]: True.

November 14, 2019 Transcript, pp. 12-13.

In Noble v. White, 66 Conn. App. 54 (2001), our Appellate Court defined duress as follows:

> For a party to demonstrate duress, it 'must prove [1] a wrongful act or threat [2] that left the victim no reasonable alternative, and [3] to which the victim in fact acceded, and that [4] the resulting transaction was unfair to the victim.' *Barbara Weisman, Trustee v. Kaspar*, 233 Conn. 531, 549–50 n.15, 661 A.2d 530 (1995). 'The wrongful conduct at issue could take virtually any form, but must

> induce a fearful state of mind in the other party, which makes it impossible for [the party] to exercise his own free will.' (Internal quotation marks omitted.) *Zebedeo v. Martin E. Segal Co.*, 582 F. Sup. 1394, 1417 (D. Conn. 1984).

Id., 59.

In the present circumstances, the record reflects lengthy discussions between the litigants as to the parameters of a settlement, see Findings, ¶ 8, and a full and thorough canvass of the claimant prior to her executing the stipulation. We believe Administrative Law Judge Schoolcraft had the right to offer the claimant an assessment of the risks of going forward to a formal hearing as opposed to the reward of a negotiated settlement. This does not constitute "duress" within the precedent of Noble, supra. Given the length of time the claimant had to deliberate over the respondent's offer and her affirmative responses at the canvass, we do not find any legal error herein.

The claimant also identifies two other actions by Administrative Law Judge Schoolcraft that, in her opinion, constitutes grounds to open the stipulation. She argues that he told her that she had the right to move to open the stipulation. See August 26, 2022 Transcript, pp. 30-31. We have searched the hearing transcript and have identified some statements by the administrative law judge that would indicate that the claimant had a potential right to open the stipulation, but only in an eventuality of a mutual mistake consistent with the standards enunciated in Marone, supra.

> Commissioner Schoolcraft: So if we go forward, the plan is this, they are going to pay you $20,000 in exchange for a full and final settlement of all your claims under the Comp. Act. That means everything we just went over on this sheet of paper here, all right?
>
> Ms. Callahan: Yes.
>
> Commissioner Schoolcraft: So the Stip and What it Means form, and that included, includes the 290a. If there are other outstanding bills, they would not have to pay them once they close your file. I

> will say that I'm, I am approving the settlement on the assumption that you don't have any further liability. You know this is a contested case and some of those bills were paid by other sources.
>
> Ms. Callahan: Husky A.
>
> Commissioner Schoolcraft: Correct.
>
> Ms. Callahan: Twelve thousand --
>
> Commissioner Schoolcraft: Yeah.
>
> Ms. Callahan: -- dollars.
>
> Commissioner Schoolcraft: And if that turns out to be an issue, then you can come back and ask to have this opened. You know, it's discretionary on the Commission, but my assumption going in here is that you're going to get the twenty thousand free and clear, okay?
>
> Ms. Callahan: Uh-huh.

November 14, 2019 Transcript, pp. 9-10.

As a result, the only condition under which Administrative Law Judge Schoolcraft identified as an appropriate reason to set aside the stipulation was if it had not yielded the claimant the expectation of both parties that she would receive $20,000 in net proceeds. Had a health care provider sought to have some of the settlement proceeds applied to prior medical care and diminished the anticipated benefit to the claimant, she could claim that this constituted a mutual mistake consistent with Marone, supra, which justified a motion to open. There is no evidence on the record that any health care provider has sought to be paid any portion of the settlement funds the claimant has received and, therefore, the limited grounds the administrative law judge stated as a meritorious reason to open the stipulation simply do not exist.

The claimant also argues that it was error for the administrative law judge to have removed any reference to her level of permanent partial disability from the text of the

stipulation. She believes that her treating physician's 50 percent disability rating should have been cited. We note that this was a contested case and the respondents' expert witness opined to a materially lesser level of impairment. This inconsistency was addressed by the administrative law judge.

> Commissioner Schoolcraft: Permanent partial disability, we don't, we have a couple of ratings that, and I think one of the doctors said a 50 percent, fifty, 5-0 percent impairment of the back. Dr. Jambor, their examiner, said 4 percent. The truth may very well be somewhere in between there, but the bottom line is that, that, the value of your permanent impairment, such as it is today, is included in the settlement. So if you go back -- so obviously you can't make any further claim for that against this date of injury.

November 14, 2019 Transcript, p. 3.

Administrative Law Judge Schoolcraft further explained why the exact percentage of disability was crossed out from the executed stipulation:

> Commissioner Schoolcraft: We are going to go over it again. It says that you were employed by Meriden Health Center in June of 2017. You claim to have gotten injured on that day, or possibly by repetitive trauma over time. It talks about the body parts that have been injured, and that you claim to have a permanent impairment of the lumbar spine. *And you'll note that I've crossed out the number because, as I explained to you while we were off the record*, I don't want to create the impression that if you -- I don't want to create a situation where if you have another injury with a different employer down the line they come back and say. 'Oh, we don't have to pay any permanent partial disability.'

Id., p. 8. (Emphasis added.)

Therefore, it appears any reference to a specific level of disability in the stipulation was removed with the claimant's knowledge, the reason for doing so was explained to the claimant, and she offered no timely objection to proceeding in this fashion. Having reviewed our precedent, we cannot ascertain how the claimant was

harmed either at this point, or in any potential future proceedings before this commission, by the absence of a specific statement as to her current level of disability.

Having reviewed the claimant's claims of error regarding Administrative Law Judge Schoolcraft's conduct at the hearing approving the stipulation, we concur with the assessment of Administrative Law Judge Mlynarczyk that there is no evidence supporting the assertion that the stipulation was approved as the result of fraud or coercion. We, therefore, turn to the claimant's arguments as to legal interpretation. She argues that, notwithstanding the initial approval of the stipulation, her evidence of worsening medical conditions warrants opening the agreement. She also argues that the stipulation is in some way inconsistent with our precedent in Courtright v. State of Connecticut/Connecticut Valley Hospital, 3573 CRB-6-97-4 (June 3, 1998). We find neither argument persuasive.

The claimant argues that her condition has deteriorated since the approval of the stipulation and that warrants granting a motion to open. However, it would be reasonable to assume that the monetary offer presented to the claimant, and accepted by her, included consideration against her future compensable medical conditions. Having reviewed Marone, supra, and its progeny of cases, such as DeLoreto v. Union City Steel, Inc., 6120 CRB-8-16-7 (September 19, 2018), we believe that when such an agreement is intended to close out a case in its totality that a motion to open must cite some form of unforeseeable development in order to be granted, not cite some condition the parties could have anticipated at the time the agreement was approved. In any event, we note the motion to open in this case was filed only five days after the stipulation was approved. Administrative Law Judge Mlynarczyk could readily ascertain from the record the

claimant's condition did not materially change over that five-day period, especially as the additional medical evidence she sought to present predated the stipulation.[4]

As for the claimant's reliance upon Courtright, supra, we are frankly perplexed as to how that precedent is at all relevant to whether the stipulation was validly approved. Courtright involved a claimant who elected to receive benefits under General Statutes § 5-142 (a), which the claimant herein is ineligible to receive as a private sector employee. Ms. Courtright then decided years after agreeing to a voluntary agreement to receive those benefits that she would be better off to receive benefits under General Statutes § 31-307 and filed a motion pursuant to § 31-315 to modify her award. The administrative law judge found that the claimant did not present evidence to warrant a modification of the original agreement, and this tribunal affirmed that decision, as:

> [t]he only apparent reason for the motion to modify the award is that the claimant has been disabled for a longer period of time than she originally expected, and has come to realize that she would have collected more money in the long run had she proceeded under the Workers' Compensation Act instead of § 5-142 (a). We cannot say that the trial commissioner abused his discretion by refusing to allow the claimant to modify the voluntary agreements in this case.

Id.

Consequently, Courtright actually stands for the proposition this tribunal will affirm a decision reached by a trier of fact who is left unpersuaded that a claimant should be allowed to open his or her award.

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[4] In Pitruzzello v. State/Dept. of Transportation, 6093 CRB-8-16-5 (March 24, 2017), *aff'd*, 185 Conn. App. 908 (2018) (per curiam), we also noted that a motion to open an award or a stipulation could be based on an argument that medical standards or technology had advanced since the date of the award and that now called the premises behind the original decision into question. The record herein does not reflect any change in medical standards since the approval of the stipulation.

We also note that Courtright was decided over two decades prior to the approval of the stipulation and, therefore, is not a new precedent which might call this decision into question. It was also readily ascertainable to the claimant prior to the hearing and could have been brought to Administrative Law Judge Schoolcraft's attention. Indeed, a witness testifying for the claimant before Administrative Law Judge Mlynarczyk said she had discussed this case with the claimant prior to the stipulation approval hearing and they chose not to bring this case to the Administrative Law Judge's attention. See July 8, 2021 Transcript, pp. 71-72. "A party to a compensation case is not entitled to try his case piecemeal, to present a part of the evidence reasonably available to him and then, if he loses, have a rehearing to offer testimony he might as well have presented at the original hearing." Meadow v. Winchester Repeating Arms Co., 134 Conn. 269, 273-74 (1948), *quoting* Kearns v. Torrington, 119 Conn. 522, 529 (1935). To whatever extent the Courtright case impacts this decision, the claimant's failure to bring it to the attention of the trier of fact and save it for appellate use constitutes impermissible piecemeal litigation.

Finally, we address the denial of the claimant's motion to correct. Our review of this pleading indicates that it was not intended to address specific factual or legal errors that Administrative Law Judge Mlynarczyk was alleged to have made in the decision but was merely an effort to relitigate the entire case and obtain a different result. Given that the proposed corrections sought to interpose the claimant's conclusions as to the law and the facts presented, it was well within the administrative law judge's discretion to deny this motion. See D'Amico v. Dept. of Correction, 73 Conn. App. 718, 728 (2002), *cert. denied*, 262 Conn. 933 (2003); Brockenberry v. Thomas Deegan d/b/a Tom's Scrap

Metal, Inc., 5429 CRB-5-09-2 (January 22, 2010), *aff'd*, 126 Conn. App. 902 (2011) (per curiam) and Liano v. Bridgeport, 4934 CRB-4-05-4 (April 13, 2006).

We have fully reviewed Administrative Law Judge Mlynarczyk's decision and the record of Administrative Law Judge Schoolcraft's hearing approving the stipulation. We concur with Administrative Law Judge Mlynarczyk there was no error and, therefore, we affirm the decision.

Administrative Law Judges Daniel E. Dilzer and William J. Watson III concur in this Opinion.