

ADR Mediation Request

Integrated Settlement Solutions™



In The Matter of:

(include case caption and WCC File Number) _____

1. Please complete the following:

Name of Claimant:

Name of Representative:

Firm:

Address:

Telephone No:

Name of Respondent:

Name of Representative:

Firm:

Address:

Telephone No:

2. The undersigned parties request my office conduct a private alternative dispute resolution mediation service under the following terms and conditions:

Submitting Party: I am the representative of Claimant Respondent

and represent that the other party has agreed to this ADR mediation request.

3. Location Preferred: The parties agree that the mediation session will be held at

Claimant's Counsel's office Respondent's Counsel's office

4. Submission of "Mediation Submission" is attached for both parties.

5. TERMS & CONDITIONS

It is hereby stipulated and agreed between the parties to the above entitled mediation:

A. Angelo Paul Sevarino, Esq. in this proceeding shall be compensated for his services at

the per diem rate of a non-refundable \$1500.00 per ADR mediation session with each session lasting up to four (4) hours and that said compensation shall be payable in advance of the scheduled ADR mediation session. Responsibility for payment to Angelo Paul Sevarino rests with Claimant and Respondent Counsel on a 50/50 pro rata basis.

B. Mediation services shall consist of and be governed by the following terms and conditions. The Law Office of Angelo Paul Sevarino will conduct private alternative dispute resolution mediation services including under the following terms and conditions:

1. All parties are to submit a completed "Mediation Submission" form no later than ten (10) business days prior to the scheduled mediation session. Each side is required to exchange the completed Mediation Submission prior to the initial mediation session.
2. Mediation sessions are billed at the flat per diem rate of \$1500.00 non-refundable fee payable in advance. The fee is to be borne equally by the parties.
3. Any expenses for witnesses or experts shall be borne entirely by the party requiring same, or borne equally if requested by my office.
4. Each mediation session is allocated up to four (4) hours.
5. The parties may be represented by legal counsel or by an authorized representative.
6. The date and site of the mediation session shall be as the parties agree and as confirmed by my office but shall be in the State of Connecticut.
7. Requests for postponements of a mediation session may be granted by any party within ten(10) days of the scheduled hearing for good cause shown or when mutually agreed to by the parties. If the mediation session is cancelled with less than ten (10) days notice a \$500 fee will be assessed to both parties. My office can postpone a mediation session on my own initiative with forfeiture of fees paid.
8. My office shall conduct the mediation session according to these terms and conditions. The parties agree that I may request such documents as I deem necessary, assist the parties in resolving their dispute and in seeking the assistance of experts (at the parties' joint expense).
9. Each mediation session is divided into three segments:

Segment one is a compact evidentiary segment where each party is allowed to present their case uninterrupted. In cases where there are multiple representatives for any party that party must designate one individual to present

the matter. Claimant's counsel will be allowed to make a brief opening statement followed by the Respondent's counsel opening statement. As a general rule opening statements should be limited to ten minutes per side. The Claimant will then be allowed to present its case including testimony of witnesses or introduction of exhibits. When the Claimant's case is completed the Respondent follows in the same manner. When the parties have completed their presentations the Respondent may make a brief closing statement. The Claimant is given the opportunity of making their closing statement last. Each side will be allotted one hour to present their case.

Segment two will follow the conclusion of Segment one. I will meet first with Respondent's counsel and/or representative followed by my meeting with Claimant's counsel. Segment two will generally be of 30-45 minutes duration (including both sides) to discuss in confidence the strengths and weaknesses of their cases and to explore resolution options.

Segment three is a joint resolution session where, should the parties mutually agree; I may render an advisory resolution proposal. At my discretion my advisory resolution proposal may be deferred for up to thirty days upon which a written recommendation will be sent concurrently to the respective parties. No discussions with my office about the case outside the mediation session may be had unless agreed to by both parties.

10. There is no record or transcript of the session made. Any oral and/or written information disclosed in the course of a mediation session which the parties want to be confidential shall be kept confidential. Evidence which would otherwise be admissible in the absence of the mediation session shall not be rendered inadmissible in any subsequent Formal hearing, civil or criminal action.

11. The parties may, but are not required, to present evidence to support its position through the use of direct examination of witnesses. The opposing party shall have the right to cross-examine such witness. Any redirect or recross shall be permitted in my sole discretion. I may question witnesses and their counsel and seek such evidence as is deemed necessary to understand and clarify the testimony and the position of the parties. All witnesses' testimony shall be under oath. Opening and closing statements and post-hearing briefs may be requested by the parties, or provided as the mediator may require. Subpoenas and their compliance are outside the jurisdiction of the mediation session and any claimed grievance must be directed to the Superior Court and will not be ruled on by the mediator. The mediator shall have broad discretion throughout the proceedings as to rulings on procedural matters, objections, admissibility, relevance, materiality, request for sanctions and any other matters which may arise.

12. The mediation session will commence at 9:00 a.m and conclude by 1:00 p.m.

13. No written decision will be tendered as a result of the mediation session but rather every effort will be made in assisting the parties to reach a resolution of the dispute.

14. The mediation session shall be confidential in all respects.

15. Requests for discovery shall be resolved by the parties. My office may assist in offering a non-binding recommendation to the parties.

16. The mediation session shall be terminated either upon the execution of a settlement agreement by the parties, or by the declaration of my office that further efforts at mediation are not worthwhile, or by the declaration by any party that the mediation sessions terminated.

17. My office shall not be considered a necessary party in any administrative or judicial proceeding, nor shall I be liable in any way whatsoever to any party, person or entity for any act or omission arising under or in connection with any mediation conducted under these terms and conditions.

6. Authorization for entering into mediation:

I consent to the terms and conditions above and have read and agree to these Terms and Conditions as outlined above.

Claimant's Representative

Respondent's Representative

Date:

Date:

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Mediation Submission

In The Matter of:

Submitted by: Claimant Respondent

Factual Basis of Claim: (include date of injury or onset of occupational disease; describe incident(s); dates of employment; dates and names of insurance coverage; type of employment; is this an accepted claim - all or part; what is average weekly wage, compensation rate; what benefits paid to date; what benefits disputed etc...)

Nature of Dispute (be specific):

Submitting Parties Allegations:

Claim or Relief Sought:

Person(s) to testify at Mediation (List and provide brief description of testimony):

Evidentiary Exhibits to be offered (List):