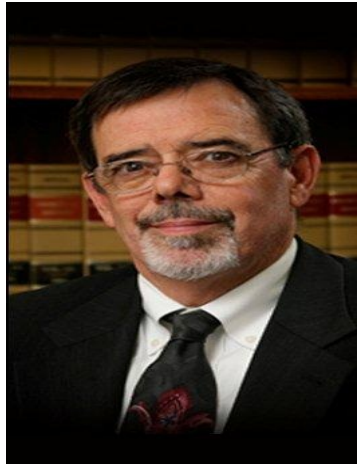


# Integrated Settlement Solutions®



William C. Brown, JD



Angelo Paul Sevarino, JD, MSCC

With a combined 75+ years of experience in the fields of workers' compensation, Social Security, Medicare, Medicaid and personal injury law, representing claimants and respondents Integrated Settlement Solutions® brings a truly unique approach to the mediation process.

Because two mediators participate in your case each litigant has the presence of not just a knowledgeable mediator, but also a mediator with advanced experience and understanding of the complexities and issues inherent in your case. Those qualities coupled with utilizing a cost effectiveness and efficiency missing with traditional litigation approaches to case resolutions provide you and your client the opportunity for success that Integrated Settlement Solutions® makes possible.

Within one service company consideration is given to all aspects of settlement including Medicare set-aside (workers' compensation and personal injury), Social Security offsets, Special Needs Trusts, Medicare conditional payment, Medicare Advantage Plans conditional payment reconciliation and other collateral benefits recommendations. Where appropriate recommendations can also be had with settlement drafting guidance and structured settlement options.

Settlements can be as difficult to resolve as a Rubik's Cube®...let Integrated Settlement Solutions® resolve your next mediation. To request a mediation session complete and return the ADR Mediation Conference Request and Terms & Conditions forms below.



Integrated Settlement Solutions®, 23 Chimney Hill, Farmington, CT 06032  
860-463-0910 [wcbrownesq@gmail.com](mailto:wcbrownesq@gmail.com)



**Integrated Settlement Solutions®  
ADR Mediation Conference Request**

23 Chimney Hill Dr.  
Farmington, CT 06032  
860-463-0910  
wcbrownesq@gmail.com

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**In The Matter of:**

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**Submitted by:**     **Claimant**                       **Respondent**                       **Joint Submission**

**1. Please complete the following:**

Claimant's Name:

Name of Claimant's Representative:

Firm:

Address:

Telephone No:

Email address:

Respondent's Name:

Name of Respondent's Representative:

Firm:

Address:

Telephone No:

Email address:

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

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

**3. Concise 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...)

(check if additional sheet required and attach)

(check if joint stipulation of facts is being presented)

**4. Submitting Parties Allegations:**

(check if additional sheet required and attach)

**5. Identify last demand and last best offer** (date & amount)

**6. List and Attach:** Commissioner Findings, Voluntary Agreements, relevant Form 36/43s

**7. List Person(s) , if any, to testify at Mediation:**

**8. Evidentiary Exhibits to be offered (List):**  
(parties to exchange exhibits prior to mediation conference)

**9. Authorization for entering into mediation:**  
(both signatures required with Joint Submission)

**The undersigned party(s) represents to Integrated Settlement Solutions® that the representative has full authority to bind the principal to any agreements entered into as a result of said mediation. Further, by entering into this agreement the party(s) acknowledge receipt of and agree to the “Terms and Conditions”.**

**Claimant:**

**Respondent:**

\_\_\_\_\_  
**Representative’s Signature,  
duly authorized**

\_\_\_\_\_  
**Representative’s Signature,  
duly authorized**

**Date:**

**Date:**



**Integrated Settlement Solutions®**  
**TERMS & CONDITIONS**

23 Chimney Hill Dr.  
Farmington, CT 06032  
860-463-0910  
wcbrownesq@gmail.com

**In The Matter of:**

It is hereby stipulated and agreed as between the parties pursuant to the “ADR Mediation Conference Request” and Integrated Settlement Solutions® that such mediation services shall proceed and be governed pursuant to the following terms and conditions:

**1. Per Diem Fee:** Integrated Settlement Solutions® in this proceeding shall be compensated for its services at the non-refundable per diem rate of \$750.00 per party. All fees are due and payable prior to the mediation conference and are payable to “Integrated Settlement Solutions” (Taxpayer ID: 81-1891061). The fee covers the 4 hour mediation conference plus one hour pre-hearing file review and one postponement subject to paragraph 8 below.

**2. Additional Fees:** Integrated Settlement Solutions® shall have the right to charge the parties for additional time spent over the allocated initial 5 hours at the hourly rate of \$395. Such additional fee shall be the joint responsibility of the parties and be equally divided between the parties.

**3. Conference Duration:** The mediation conference will last up to four (4) hours and will commence at 9:00 am and terminate at 1:00 pm.

**4. Submission:** Each party to the mediation conference is to submit a completed “ADR Mediation Conference Request” form no later than ten (10) business days prior to the scheduled mediation conference. The parties may agree to a Joint Submission. For purposes of this paragraph the respondent-employer and respondent insurer are considered one respondent. If there are multiple respondent-insurers, because of an apportionment of liability issue, then each respondent will be deemed a single party and charged accordingly. Unless a Joint Submission has been agreed to each party is required to submit, in advance of the mediation conference, a copy of their ADR Mediation Conference Request to the other party three business days prior to the scheduled mediation conference. If any party shall fail to return a properly completed “ADR Mediation Conference Request” to Integrated Settlement Solutions® within the allocated time the ADR Mediation Conference Request Integrated Settlement Solutions®, in its sole discretion, may consider the ADR Mediation Conference Request withdrawn and no mediation conference will be conducted

**5. Expert/Witness Fees:** Any expenses for witnesses or experts (medical, structured settlement brokers or special needs trust attorneys) shall be borne entirely by the party requiring same.

**6. Representatives:** The parties may be represented by legal counsel or by an authorized representative. All representatives shall have full knowledge of the case, be prepared for the mediation conference and obtain or have telephone or email access to settlement authority during the mediation conference.

**7. Date, Time & Place:** The date, time and place of the mediation conference shall be as the parties agree and as consented to and confirmed by Integrated Settlement Solutions®. All mediation conference shall be in the State of Connecticut.

**8. Postponement/Cancellation:** Requests for one postponement of a mediation conference, *(for other than an unforeseen emergency situation for good cause shown at the discretion of Integrated Settlement Solutions®)*, by any party may be granted within ten (10) days of the scheduled hearing or when mutually agreed to by the parties. Each party is allowed one request for postponement. If the mediation conference is cancelled with less than ten (10) days notice the party causing the cancellation shall be assessed a non-refundable fee of \$500.00.

In the event that unforeseen emergency circumstances *(for good cause shown at the discretion of Integrated Settlement Solutions®)* make it impossible to attend the scheduled mediation conference the mediation conference will be cancelled and shall not go forward. The party responsible for the cancellation shall not be assessed a fee.

**9. Document Requests:** The parties agree that Integrated Settlement Solutions® may request such documents as Integrated Settlement Solutions® deems necessary in order to assist the parties in resolving their dispute.

**10. Mediation Conference Format:** Each mediation conference 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 representative will be allowed to make a brief opening statement followed by the Respondent's representative opening statement. As a general rule opening statements should be limited to ten minutes per side.

The Claimant shall go first in the presentation of the 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 up to one hour to present their case including the closing statement.

**Segment two** will follow the conclusion of Segment one. Integrated Settlement Solutions® will meet first with Respondent's representative followed by Integrated Settlement Solutions® meeting with Claimant's representative. Segment two will

generally be of 30-45 minutes duration to discuss in confidence the strengths and weaknesses of their cases and to explore resolution options.

**Segment three** is a joint resolution conference where, should the parties mutually agree, Integrated Settlement Solutions® may render an advisory resolution proposal.

**11. Evidence/Testimony:** The parties may, but are not required, to present evidence to support their 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 at the sole discretion of Integrated Settlement Solutions®. Integrated Settlement Solutions® may question witnesses and their representative and seek such evidence as it deems necessary to understand and clarify the testimony and the position of the parties or their witnesses. All testimony shall be under oath. Integrated Settlement Solutions® shall have broad discretion throughout the proceedings as to rulings on procedural matters, objections, admissibility, relevance, materiality, and any other matters which may arise and is not required to follow the Rules of Evidence as utilized in a Superior Court proceeding.

**12. Record:** There is no record or transcript of the mediation conference made. Any oral and/or written information disclosed in the course of the mediation conference shall be kept confidential and is otherwise inadmissible and non discoverable in any way as evidence for any purpose in any administrative or judicial proceeding. Presented evidence which would otherwise be inadmissible in the absence of the mediation conference shall be discoverable nor admissible in any way as evidence for any purpose in any administrative or civil forum.

**13. Written Decision:** No written opinion or decision will be tendered by Integrated Settlement Solutions® as a result of the mediation conference.

**14. Discovery:** Subpoenas and their compliance are outside the jurisdiction of the mediation conference and any claimed grievance must be directed to the Superior Court and will not be ruled on by Integrated Settlement Solutions®. Requests for discovery shall be resolved by the parties. Integrated Settlement Solutions® may assist in offering a non-binding recommendation to the parties.

**15. Termination:** The mediation conference shall be terminated at the request of any party or by the declaration of Integrated Settlement Solutions® that further efforts at mediation are not worthwhile.

**16. Hold Harmless:** Neither Integrated Settlement Solutions®, nor any of its principles, shall be considered a necessary party in any administrative or judicial proceeding, nor shall Integrated Settlement Solutions®, nor any of its principles, be liable in any way whatsoever to any party, person or entity for any act of omission or commission arising under or in connection with any mediation conference conducted under these terms and conditions. Further Integrated Settlement Solutions® shall not be called to by any party testify in any way about the mediation conference or any aspect of the dispute.

**17. Ex-Party Communication:** Ex-party communication by any party, representative or witness with Integrated Settlement Solutions® is not allowed.

The parties agree to attempt resolution of a disputed claim by means of Mediation facilitated by Integrated Settlement Solutions® and that they, with the advice of their designated representative or attorney, agree and understand these Terms and Conditions.

**Accepted by the Claimant**

**Accepted by the Respondent**

\_\_\_\_\_  
Signature, duly authorized

\_\_\_\_\_  
Signature, duly authorized

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Acknowledged by Integrated Settlement Solutions®**

\_\_\_\_\_