MEDIATION ADVOCACY SEMINAR
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Institute of Continuing Legal Education in Georgia

MEDIATING WORKERS' COMPENSATION CLAIMS:

PRACTICE & PROCEDURE

ETHICAL STANDARDS

By

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I. General Considerations

In 1993, the Georgia State Board of Workers' Compensation created an Alternative Dispute Resolution Unit, and began promoting mediation as a viable alternative to litigation for the resolution of issues arising within the context of an accepted workers' compensation claim. The use of mediation has proven particularly helpful in reducing the number of hearings relating to requests for change of physician, assessed attorneys' fees, and for rehabilitation services in catastrophic claims. Although the Board may mandate mediations in certain instances, private mediations are also available to the parties. The current Board rule pertaining to mediation is as follows:

> ***Rule 100. Alternative Dispute Resolution (ADR) Division.***
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> (a) An Alternative Dispute Resolution Division is established to resolve disputes without the necessity of a hearing.
>
> (b) Hearing requests or motions will be screened in order to identify cases likely to be resolved by Board order or the mediation process without a hearing.
>
> (c) In addition, the ADR Division and each Administrative Law Judge shall have the authority to direct the parties to attend a mediation conference when deemed appropriate by the Board. The Board's authority to direct the parties to attend a mediation conference shall extend to include mediation of disputes which arise in cases designated as "Medical Only." Participation in a mediation conference shall not abridge the rights of the parties to a subsequent evidentiary hearing or ruling on the contested issues should the issues not be successfully resolved through mediation. An expedited hearing may be scheduled by agreement of the parties subsequent to the conference being held. An agreement reached at mediation will be reduced to writing and shall have the full effect of an award or order issued by the Board. A settlement agreement reached through the mediation process must be submitted and reviewed pursuant to O.C.G.A. § 34-9-15 and Board Rule 15.
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> (d) Parties requesting a Board mediation for the purpose of an all issues settlement must file a Form WC-100 certifying that all parties are in agreement with the request for a settlement mediation and that the employer/insurer has, or will have by the date of the first scheduled mediation conference, authority to resolve the claim based upon a good faith evaluation. The Form WC-100 must be served on all parties and parties at interest simultaneous with the board filing.
>
> (e) Notices of Mediation will be sent by electronic mail and shall only be sent to attorneys of record. Whenever electronic transmission is not available, a Notice of Mediation will be sent by mail.

(f) Communications

(1) All communications or statements, oral or written, that take place within the context of a mediation conference are confidential and not subject to disclosure. Such communications or statements shall not be disclosed by any mediator, party, attorney, attendee, or Board employee and may not be used as evidence in any proceeding. An executed Board mediation sheet or written executed agreement resulting from a mediation is not subject to the confidentiality described above.

(2) Neither the mediator nor any 3rd party observer present with the permission of the parties may be subpoenaed or otherwise required to testify concerning a mediation or settlement negotiations in any proceeding. The mediator's notes shall not be placed in the Board's file, are not subject to discovery, and shall not be used as evidence in any proceeding.

(3) Confidentiality does not extend to:

(A) threats of violence to the mediator or others;

(B) security personnel or law enforcement officials;

(C) party or attorney misconduct;

(D) legal or disciplinary complaints brought against a mediator or attorney arising out of and in the course of a mediation;

(E) appearance;

(F) the list of physicians submitted to an Administrative Law Judge by the parties or attorneys when the parties have been ordered to submit the names of physicians in a change of physician dispute and the dispute is not resolved through mediation.

(g) Attendance

(1) Each party to the dispute is required to have in attendance at the mediation conference a person or persons who have adequate authority to resolve all pending issues. The employee shall be in attendance at the mediation conference. The employer shall have in attendance at the mediation conference a representative of the employer/insurer who has authority to resolve all pending issues. The requirement of the presence of the employer/insurer's representative shall not be satisfied by the presence of legal counsel of the employer. In claims where the Subsequent Injury Trust Fund (SITF) is a party-at-interest to the claim, a representative of the SITF must either be in attendance at the mediation conference or have extended settlement authority to the representative of the employer/insurer no later than two business days prior to the date of the conference. Exceptions to the attendance requirement may be granted upon permission of an Administrative Law Judge from the ADR Division or his/her designee, obtained prior to the conference date.

(2) Only the parties and attorneys of record may attend a scheduled mediation. Exceptions to attendance may be granted if agreed or consented to by the parties and attorneys of record and approved by a mediator or an Administrative Law Judge.

(h) (1) Any party or attorney directed or ordered by the Board to participate in or attend a mediation conference and who fails to attend the scheduled conference without reasonable grounds may be subject to civil penalties, attorney's fees,

and/or costs. If the parties or attorneys agree to the postponement and/or rescheduling of a mediation conference, such request may be granted at the discretion of an Administrative Law Judge from the ADR Division or his/her designee upon good cause shown. Any party or attorney requesting cancellation, postponement or rescheduling of a mediation conference shall provide notice to all parties or their attorneys and shall promptly, but in no event later than 4:30 p.m. on the business day immediately before the scheduled mediation conference, notify the ADR Division of the request: (1) first, by telephone call; and (2) if so instructed by the ADR Division, by subsequent written or electronic confirmation.

(2) Whenever the pending mediation issues resolve or a case settles prior to a scheduled mediation date, the parties or attorneys shall immediately notify the ADR Division: (1) first, by telephone call; and (2) if so instructed by the ADR Division, by subsequent written or electronic confirmation.

(3) Any party or attorney who fails to follow the cancellation, postponement, or rescheduling procedures as outlined above in sections (h) (1) & (2), and who is unable to show good cause for such failure, may be subject to civil penalties, assessed attorney's fees, and/or costs.

(4) The ADR Division may postpone, reset, cancel, or take off the calendar any mediation request, scheduled mediation, or Board ordered mediation.

(i) No person, party, or attorney shall, during the course of any mediation, engage in any discourteous, unprofessional, or disruptive conduct.

II. Benefits of mediation.

The benefits of mediation are well documented, which is why it has become such a popular form of dispute resolution, It is particularly beneficial in workers' compensation cases due to the close and often continuing relationships that must be maintained between the parties. Unlike most civil litigation, the parties in a workers' compensation claim will often continue their relationships well into the future, and a civil environment must be established in order to effectively handle a claim. Mediation provides the parties a civil atmosphere in which to work out their differences, allowing them to get to the root of the disagreement and resolve issues efficiently as they arise.

In addition, mediation at the Board allows for the resolution of medical issues much more quickly than can be accomplished through the hearing process, expediting treatment for the claimant by clearly identifying the authorized treating physician and care appropriate to the case, and limiting the appeals process.

In catastrophic claims, appropriate rehabilitation services can be identified and provided through agreements at mediation, preventing lengthy and costly delays in

service. In these cases, speed of resolution may literally mean the difference between life and death for a severely injured worker.

Settlement mediations can be particularly beneficial when one or more of the parties does not clearly understand the complexities of the workers' compensation system, and has difficulty understanding the valuation of the case. Adjusters may wish to use this opportunity to educate an employer/insured on the valuation of a particular claim, and on the effects of their policies on their workers' compensation claims in general. Attorneys may wish to take advantage of a mediation to reinforce the recommendations made to their clients, particularly to injured workers who are generally confused by the statute. And, of course, mediators often provide a valuable service through their ability to provide a simple *reality check* to all of the parties involved.

Mediation also provides the parties with much more flexibility in their choice of resolutions to a claim than litigation ever could. Various trusts can be established to pay out settlement funds over time; voluntary rehabilitation services can be established or continued; children can be provided for in a variety of ways not available through hearings.

And last, but not least, finality can be achieved in what might otherwise be a life-time claim. A settlement agreement is much more likely to hold up when the parties are informed and included in the settlement process, and are therefore comfortable (if not happy) with the ultimate agreement reached.

III. Preparing for mediation of medical issues.

The most common issue leading to mediation at the Board concerns the request for a change of physician by either party. The Order to attend a mediation conference will be generated when counsel files either a Board Form WC-14 or WC-100, outlining their request. *Note that the parties must affirm that they have attempted to resolve the issue prior to filing this form.* The following actions should be taken prior to the mediation conference:

- Identify a list of at least three physicians who can provide the appropriate care to the claimant, and who would be acceptable to your client and the Board. If possible, obtain and keep on file *curriculum vitae* of those doctors to take to mediations whenever they arise. Call and verify that these physicians will handle a workers' compensation claim should they be named the authorized treating physician.
- Locate and flag recent medical records of the claimant for easy accessibility at the mediation conference. The mediator will frequently ask to review the claimant's records in order to better assist the parties.
- Locate and flag any relevant forms which may have been filed with the Board, and identify the date on which they were filed for easy reference at the conference.
- If you require more time, and are the party requesting that the mediation be rescheduled, note that Board Rule 100(d) mandates that you notify the Board and all other parties of the request, and of the Board's authorization of that request, in a timely manner. Failure to do so may result in an assessment of penalties.

IV. Preparation for mediation of rehabilitation issues.

There are a number of rehabilitation issues which might give rise to a mediation conference at the Board. These may include the claimant's request for attendant care at home; for a modified van or an accessible home when the claimant has sustained severe permanent injuries; for additional education and/or training for vocational rehabilitation; and request for specialized medical services and/or devices, to name but a few.

These issues may arise when a request for hearing is filed with the Board, and the Board determines that the case should be diverted to the ADR Division before it is scheduled for a hearing. The parties may also request a mediation conference in lieu of a hearing when filing their Form WC-14 with the Board. In either instance, the mediation

will be scheduled by the Board, and a notice of the conference will be forwarded to the parties. The following actions should be taken prior to the mediation conference.

- Notify the client and the rehabilitation supplier of the date and time of the conference, and that they are expected to appear (per Board rule). Send them a copy of the Board notice.
- Locate and flag pertinent rehabilitation reports and recent medical records of the claimant for easy accessibility at the mediation conference. The mediator will frequently ask to review the claimant's records in order to better assist the parties.
- Locate and flag any relevant forms which may have been filed with the Board, and identify the dates on which they were filed, for easy reference at the conference.
- Identify and bring supporting documentation for all rehabilitation requests. (For example: If a modified van has been requested, a cost analysis and proposal for purchase should be available at the conference.) The rehabilitation supplier should supply this information as part of their service in the claim. If no cost analysis has been done at the time of receipt of the hearing notice, one should be requested of the supplier immediately. Without this information, it is difficult to resolve the issue at the conference.
- If the rehabilitation supplier's recommendation is being contested, support for the alternative position must be available at the mediation conference. This documentary support may include a rehabilitation report from another expert, a medical report from the authorized treating (or other) physician declining to recommend the requested service, or some other expert evaluation in support of your position.
- In the case of a severe catastrophic injury (e.g., quadriplegia), a life care plan is essential to settlement of all issues in the case, and one must be prepared by the rehabilitation supplier (or other expert) prior to the conference if the parties desire to settle the claim in its entirety.

- If you require more time, and are the party requesting that a mediation be rescheduled, note that Board Rule 100(d) mandates that you notify the Board and all other parties of the request, and of the Board's authorization of that request, in a timely manner. Failure to do so may result in an assessment of penalties.

V. Preparation for settlement of all issues or controverted claims, whether at the Board or in a private mediation conference..

<u>Non-catastrophic claims</u>:

One of the real benefits to mediating a workers' compensation claim, as opposed to a civil claim, is that the parameters for settlement can clearly be outlined by calculating benefits as provided by the statute. These numbers are not dependent upon juror interpretation, or the venue of the hearing.

In the settlement of all issues in a disputed workers' compensation claim, a number of factors must be considered, including the claimant's temporary total disability (TTD) rate, temporary partial disability (TPD) rate, and any permanent partial disability (PPD) ratings that have been given in the claim. In addition, the amount of medical benefits paid to date, as well as the estimated amount of medical payments which will be incurred on an annual basis into the future, must be taken into account. Other, more intangible, factors include the claimant's employability, the employer's willingness to provide suitable employment to the claimant, and whether social security disability income (SSDI) benefits may be awarded by the Social Security Administration.

For every settlement mediation, the following specific information should be available the ensure a successful mediation conference:

- The claimant's date of birth and the date(s) of the accident(s) in question.
- The claimant's TTD rate. This calculation should include the number of weeks paid to date, and the maximum number of weeks remaining to be paid if the 400-week limitation applies.

- The claimant's TPD rate. This calculation should also include the number of weeks paid to date, if any, and the maximum number of weeks remaining to be paid if the 350-week limitation applies. Also, if a WC-104 has been filed, which will allow the employer/insurer to reduce the claimant's benefits from TTD to TPD within one year of filing of the form, a copy of that should be made available.
- The amount of the employee's PPD rating as provided by the authorized treating physician, with the value of that rating calculated prior to the conference. If additional PPD ratings have been given by other than the authorized treating physician, these should also be available.

The settlement evaluation will specifically include an estimate of the number of weeks that the claimant may be expected to receive TTD or TPD benefits, the amount of any PPD rating that has been given, and the projected cost of anticipated future medical treatment. As is apparent, the greater the difference between the evaluations of the claimant and the employer/insurer, the greater the need for a mediation conference to allow for a settlement of the claim.

*<u>*Catastrophic claims*</u>:

For settlement of a catastrophic injury, some additional calculations will apply. Because a catastrophic claim has the potential of a payout of lifetime income benefits to the injured worker, it is important to be able to figure out approximately what that amount of benefits would be, and what the present value of that cost is.

Example: The claimant is 57 years old, and has been approved to receive SSDI benefits, thus qualifying her for a catastrophic designation by the Board. Her life expectancy (LE) is approximately 22.280 years (age 79). If she is receiving $325.00 per week in TTD benefits, which equals $16,900.00 per year, she would theoretically be entitled to a payout of over $375,000.00 over her projected life span ($16,900.00 x 22.280). However, reducing that number to its present value by using an appropriate annuity factor brings the payout down to a

present day figure of closer to $150,000.00 ($16,900 x 8.791, which is the equivalent of a 7% payout), the figure the insurance carrier employs in settlement negotiations. Having these numbers available at the mediation conference will greatly enhance the possibility of settlement.

One method of determining the present value of a payout of future income benefits is to consult with a settlement/annuity specialist. Bringing such a specialist to the mediation can make the process of settlement much easier when significant sums of money are being discussed. That way, the advisor, who is a neutral party, will also be available to work with the claimant to propose possible annuities both during and after the settlement negotiations.

Additional information that should be brought to the mediation conference in the event that one or both of the parties believe the case to qualify as "catastrophic", include:

- If the claimant is receiving Social Security Disability Income (SSDI) benefits, the claimant's attorney should confirm what, if any, offset there might be in advance of the mediation conference.
- If the claimant may be Medicare eligible, and a Medicase Set-Aside (MSA) will be required, have one prepared prior to the hearing and provide copies to all of the parties
- The claimant's attorney may also want to determine if their client has access to other health insurance that might cover some of their future treatment after settlement of the workers' compensation claim.

A review of the above recommendations clearly implies that preparation for a mediation conference is not unlike preparation for a hearing, and it should be taken equally seriously by the parties. A mediation conference will only be as good as the parties allow it to be, and preparation is the key to making it work. The more information that can be made available at the mediation, the more likely that a satisfactory resolution will be achieved.

VI. At the mediation conference.

> ***"Words at their best are the tools of morality, of progress, of hope. But words at their worst can wound. And wounds fester. Consequently, the way we use words matters."***
>
> *Stephen L. Carter, JD. Civility, Manners, Morals, and the Etiquette of Democracy (1998)*

Mediation is a practice in civility, and, with that in mind, at the mediation conference itself there are a number of guidelines that should be followed in order to maximize the result.

- ***Preparation***

  *Review the file and have on hand documents available to support your position. An insurance adjuster will have much more trouble coming up with additional settlement money without proper documentation to support it, whether from doctors or from the claimant's attorney.

  *Discuss mediation strategy with your client before the conference begins. As you would prepare for trial, you should also prepare for a mediation conference.

  *It is particularly important that the client understand how you have evaluated the case, what to expect from the process, and, most importantly, that the final decision rests with them. The mediator can reinforce that understanding during the mediation.

- ***Project a gracious and positive attitude at the outset of the mediation***

  Whether or not the other party has made this a difficult and contentious case for you up to this point, you get a tremendous psychological advantage at the conference by coming in with a gracious and positive attitude – you gain the moral high ground. I cannot stress enough the

importance of that advantage throughout the course of the mediation. You should particularly avoid being argumentative in your initial presentation, leaving out as many adjectives as possible. Make your presentation directly to the opposing party, not the mediator, for that is who you are really trying to persuade. And remember, this is not an opening argument. It is an opportunity to put all of the issues on the table in as civil a manner as possible. This gives the mediator a great start in the negotiation process.

- ***Listen carefully***

  When you come prepared to listen as well as to talk, you will be amazed at the things you will hear. During the past ten years and through more than 1500 mediations, I have observed that, more often than not, cases have become difficult and devolve into acrimonious litigation for reasons having little or nothing to do with money. When those issues can be identified, placed on the table, and resolved, the claim will often settle quickly and reasonably.

- ***Be flexible***

  While you should come to a mediation conference with a goal in mind, be prepared to think outside of the box. Litigation is structured and inflexible by its very nature – but mediation can give you opportunities to be creative in seeking solutions to a problem. Keep your mind open to new ideas, and to compromise. And, above all, be realistic in your offers and demands throughout the conference. It will buy you credibility.

- ***Be patient***

  The mediation process can be time-consuming, but the result is worth the wait. Give the mediator time to discover the underlying issues and provide an arena for venting. Be prepared for the initial demand and offer to be far afield from the final settlement numbers, and do not revert to

posturing if the numbers are not proceeding to your exact satisfaction. Remember: There is **no** chance of settlement if you walk away from the table, and since you control what you will agree to, nothing is lost by letting the mediator put their best efforts into the process. If you commit to staying at the table until the mediator calls an impasse, you will find that an impasse seldom occurs.

In addition to these general suggestions, I would encourage the attorneys to provide the mediator, in advance of the conference, information regarding the claim, so that they might be better prepared to facilitate a settlement. In particular, the attorneys should feel free to let the mediator know of any problems that they anticipate, knowing that the mediator will keep this information in strict confidence. In general, the more the mediator knows about what pitfalls to expect during the course of the conference, the more prepared she can be to handle them.

- Remember, the mediator is not a "judge" of the case, but is a neutral third party with no interest in the claim outside of assisting the parties to settle it. As a neutral, the directive against *ex parte* communications with a judge do not apply. That is precisely why caucuses are permissible and effective.

VII. Ethical Considerations in the Mediation Process

When I first started acting as a mediator in workers' compensation cases, I was also a sitting administrative law judge. As such, I assumed that the attorneys owed me the same duties as a mediator that they did as a judge. Although I am no longer a sitting judge, I firmly believe that the duty owed to me as a mediator remains the same. The Model Rules of Professional Conduct seem to support that proposition.

Rule 4.1 of the Model Rules of Professional Conduct in part provides that a lawyer "shall not knowingly … make a false statement of material fact or law to a third person" in "the course of representing a client." Model Rule 8.4 states it is professional misconduct for a lawyer to "engage in conduct involving dishonesty, fraud, deceit or misrepresentation." Finally, Model Rule 1.2(d) forbids a lawyer to counsel a client to "engage, or assist a client, in conduct the lawyer knows to be ... fraudulent." Because a mediator is, quite clearly, a "third person" within the meaning of the law, the obvious conclusion is that the mediator is owed the same duties owed to other third persons under the rule – namely, to refrain from knowingly making false statements of material fact or law. [Bruce E. Myerson, *Telling the Truth in Mediation: Mediator Owed Duty of Candor,* Dispute Resolution Magazine (1998)]

More specifically, Directory Rule 1-102(A) in Georgia specifically states that a lawyer "shall not … engage in professional conduct involving dishonesty, fraud, deceit, or misrepresentation."

The rules pertaining to ethics in settlement negotiations require not only that lawyers refrain from misleading the other side, but also that lawyers speak up when silence would amount to an affirmative misrepresentation of fact. In the course of a mediation, where the mediator is, in fact, a neutral party acting as a facilitator and committed to confidentiality, it makes no sense to provide them with false information. A mediator can be truly effective only if they have all of the facts at hand from both parties, acting as a safe repository of all relevant information that can be utilized to achieve a settlement. Or, more succinctly, "garbage in, garbage out." A skilled mediator will know how to work most effectively with the information she is given, and the more information she has, the better she can be.

I believe that this procedure should apply to all parties at the conference. The input from the adjuster is invaluable in assisting the mediator in understanding the history of the claim and current issues. Knowing the intentions of the adjuster should the mediation not settle will often assist in the settlement itself. But do not make the mistake of believing that the mediator is working only

for you, and therefore treat the mediator as if she is your attorney. Mediators take the information provided to them to work with *both* parties to reach a resolution of the claim.

Does this mandate that an attorney divulge on demand to the mediator the settlement authority given them by their client, assuming the client has authorized the release of this information? The answer to that question is "No." Model Rule 4.1 acknowledges that estimates of the value one places on the settlement of a case or a party's intentions as to an acceptable settlement sum are considered beyond the scope of the rule. [*Myerson, supra]* That having been said, my experience confirms that giving the mediator a range of acceptable numbers early in the mediation may be of assistance in getting to an acceptable final settlement figure without an undue waste of time. Giving the exact goal to the mediator puts her in the awkward position of appearing to be negotiating the claim on behalf of that party, although she is certainly not doing so. I would recommend **not** giving the mediator an exact number until the end of the mediation, if it is necessary at that time. Statements about the amount of authority, or the amount of money a claimant is willing to take, may be, and often are, exaggerated during the course of the negotiations, and the mediator is (as are all of the parties) well aware of that fact. That is an inevitable part of the mediation process. But misrepresentation about facts of the claim is another matter altogether.

A matter of particular importance to me as a mediator is that I be truthful to all parties as I go back and forth between them based upon the information that I have. When the parties deliberately mislead me, then it may appear to the other party as the mediation progresses that I am the source of the lie. My reputation is at stake, as are those of all of the parties concerned. If you do not want information shared, just tell me and it will not be divulged. But do not use me as a messenger of deliberate deception.

To repeat an issue raised earlier in this paper, the attorneys should be aware of the fact that the mediator can speak with either party at any time before, during and after the mediation conference without violating any ethical precepts. The general prohibition against *ex parte* communications does not apply in the

mediation process. Reasons for this exception include: (1) the mediator is not a decision-maker in settlement negotiations; and, (2) the mediator is subject to rules of confidentiality. After all, if a mediator can speak with the parties separately in caucus, they can speak with them separately at other times as well.

It is very important that the parties understand that, by board rule, confidentiality in a mediation *does not* extend to legal or disciplinary complaints brought against a mediator or attorney arising out of and in the course of a mediation. Private mediators generally require the parties to sign a mediation agreement confirming that they will not breach the confidentiality of the mediation, and if they do bring suit against the mediator, that they will indemnify and pay attorneys' fees for defense of the action. In all of my years of practice, and almost 3000 mediations later, the issue has never arisen. But it is important for the parties to understand that it could, which presents yet another reason for truthful and ethical behavior.

In sum: The law imposes upon parties and their attorneys certain legal duties to negotiate fairly. Among these duties is the duty not to knowingly cause a party to enter into an agreement based upon an intentional misstatement of the facts….. The bottom line? Lawyers and their clients should adhere to prevailing ethical and legal standards applicable in negotiation when they are engaged in mediation. For those lawyers who believe that in mediation they are liberated from the ethical constraints applicable in direct, face-to-face negotiations, I say, think again, as the state bar disciplinary office disagrees.

Thank you for allowing me the opportunity to discuss these issues with you. I hope that this information will prove useful to you in preparing for and participating in mediation conferences throughout your careers.

WORKERS' COMPENSATION CLAIM
SETTLEMENT WORKSHEET

NAME: _____ **SS#:** _____

DOB/AGE: _____ **DOI:** _____

INJURY:

TTD RATE: $ /week; $ /year
___ weeks remaining

TPD RATE: $ /week; $ /year
___ weeks remaining

PPD RATING: ___% to _____= $_____
___% to _____= $
___% to _____= $

MEDICAL/REHAB: **Total to Date:**
Past Year:
Estimated future meds:
(include suggested surgical procedures, rehab/catastrophic costs, pharmaceuticals, therapy, etc…… supported by the medical records)

LIFE EXPECTANCY (LE): ____ **ANNUITY FACTOR (AF):**

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ESTIMATED EXPOSURE IN TTD BENEFITS (present value):
___ (YRS) X $_____ (Annual TTD) = $
OR * ___ (AF) X $_____ (Annual TTD) = $
**catastrophic designation*

ESTIMATED EXPOSURE IN MEDICAL BENEFITS (present value):
___ (YRS) X $_____ (Meds/year) = $
OR * ___ (AF) X $_____ (Meds/year) = $
**catastrophic designation*

TOTAL ESTIMATED EXPOSURE AT PRESENT VALUE: $

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SETTLEMENT RECOMMENDATION: $_____