CASE NO. 6459 CRB-4-21-12 CLAIM NO. 300097882	:	COMPENSATION REVIEW BOARD
JO LYNN WILSON CLAIMANT-APPELLANT	:	WORKERS' COMPENSATION COMMISSION
v.	:	SEPTEMBER 12, 2022

YALE UNIVERSITY
EMPLOYER
SELF-INSURED
RESPONDENT-APPELLEE

and

SECOND INJURY FUND
RESPONDENT-APPELLEE

APPEARANCES:

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

The respondent-appellee, Yale University, was represented by Kristen Sotnik Falls, Esq., Letizia, Ambrose & Falls, 667-669 State Street, Second Floor, New Haven, CT 06511.

The respondent-appellee, Second Injury Fund, was represented by Lisa Guttenberg Weiss, Esq., Assistant Attorney General, Office of the Attorney General, 165 Capitol Avenue, Suite 4000, Hartford, CT 06106-1668.

This Petition for Review from the November 18, 2021 Ruling on Claimant's Motion to Reopen Her Full and Final Stipulation for Agreement and Award of July 17, 2019 Under the Provisions of C.G.S. Sec. 31-315, and Ruling On Respondents' February 24, 2020 Objection to Claimant's Motion to Reopen Full and Final Stipulation for Agreement and Award of July 17, 2019 by Michelle D. Truglia, the Administrative Law Judge acting for the Fourth District, was heard April 22, 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] Effective October 1, 2021, the Connecticut Legislature directed that the phrase "Administrative Law Judge" be substituted when referencing a workers' compensation commissioner. See Public Acts 2021, No. 18, § 1.

OPINION

STEPHEN M. MORELLI, CHIEF ADMINISTRATIVE LAW JUDGE. The claimant has appealed from a ruling by Administrative Law Judge Michelle D. Truglia (Ruling on Claimant's Motion to Reopen Her Full and Final Stipulation for Agreement and Award of July 17, 2019 Under the Provisions of C.G.S. Sec. 31-315, and Ruling On Respondents' February 24, 2020 Objection to Claimant's Motion to Reopen Full and Final Stipulation for Agreement and Award) (hereinafter "Ruling") 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 Scott A. Barton approving the stipulation on July 17, 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 her Ruling, Administrative Law Judge Truglia ruled against this argument 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 Barton or Truglia.

[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."

Furthermore, we agree with Administrative Law Judge Truglia that the statutory standards to open an agreement were not met by the claimant. Therefore, we affirm the Ruling.

Administrative Law Judge Truglia reached the following factual findings at the conclusion of the formal hearing. She noted that the claimant had sought benefits for an alleged March 20, 2012 injury while employed by Yale University, that the claim had been contested, and the claimant had previously been represented by counsel. Administrative Law Judge Truglia took notice that the respondent sent the claimant an e-mail on July 1, 2019, which included unsigned copies of the proposed Full and Final Stipulation for Agreement and Award (hereafter "Stipulation"); the General Release agreement; the Stipulation Questionnaire; and the Stipulation and What It Means form. Administrative Law Judge Truglia further noted that the claimant's July 1, 2019 Stipulation in the amount of $40,000 was fully executed by the parties and approved by Administrative Law Judge Barton on July 17, 2019. She noted the particulars of this agreement:

> It is further understood and agreed that this Stipulation was not induced or entered into by fraud, accident, mistake or duress, and is signed and agreed to by the Claimant under her own free will.
>
> It is further understood that the Claimant had an opportunity to consult with an attorney prior to signing this Stipulation, and that the Claimant read the Stipulation or that the same was explained to her, and the Claimant fully understands that this Agreement is a full and final settlement and that she will not and cannot in the future make any other claims pursuant to the Connecticut Workers' Compensation Act for any condition known or unknown at this time, or which may develop and be claimed to be connected with the alleged March 20, 2012 injury or any other injury or claim she alleges arose out of or in the course of her employment with Yale.

Ruling, ¶ 7.

The administrative law judge further reviewed the transcript from the stipulation approval hearing and reached the following finding:

> The Commission's file reflects that prior to approving the claimant's Full and Final Stipulation for Agreement and Award on July 17, 2019, the claimant was canvased by Commissioner Scott Barton (now Scott Barton, ALJ) to ensure that she understood that her signature on the stipulation documents would close her case in its entirety and preclude her return to the Commission for any further benefits under the Connecticut Workers' Compensation Act. Three times the claimant responded that she understood the final nature of the closing of her claim via the Full and Final Stipulation for Agreement and Award she signed that day. (Resp. Ex. "2", pp. 4, 5, 6). The claimant further stated that she read the Full and Final Stipulation for Agreement and Award in advance of the hearing and that she had no questions in connection with said reading. (Resp. Ex. "2", p. 6). Thereafter, the claimant signed the agreements.

Id., ¶ 8.

Administrative notice was taken of the claimant's December 10, 2019 request to open the Stipulation, as well as the respondent's February 24, 2020 objection to the claimant's request. Administrative Law Judge Truglia found that the claimant testified that she did not understand the meaning of closing her file in its entirety despite Administrative Law Judge Barton's verbal canvass on July 17, 2019. She further found "[a]t no time during Commissioner Barton's canvass did the claimant indicate to Commissioner Barton that she did not understand the implications of a full and final settlement of her case. (Resp. Ex. "2")." Id., ¶ 11.

Administrative Law Judge Truglia found the respondents timely tendered settlement checks for the full $40,000 settlement to the claimant which the claimant negotiated. Administrative Law Judge Truglia also found the claimant did not seek a modification of the terms of the settlement she had reached, but wanted the entire

Stipulation voided so she could have her claim brought to a hearing. The claimant did not explain, at the formal hearing to open the Stipulation, what portion of Administrative Law Judge Barton's canvass she did not understand. Therefore, Administrative Law Judge Truglia concluded that there were insufficient grounds upon which to open the claimant's Stipulation and she dismissed the claimant's request.

The claimant filed a timely appeal from the Ruling and also filed a motion to correct. This motion asserted a failure of Administrative Law Judge Truglia to follow statute and precedent and asserted that the claimant was prepared to present evidence that her disability was more serious and of longer duration than anticipated, and that this would justify opening the Stipulation, or require a remand for additional fact finding. The administrative law judge denied the motion in its entirety and this appeal ensued. The claimant reiterated the arguments in her motion to correct and further argued that she was under duress at the time she executed the Stipulation. The respondents argued in their briefs that this case was indistinguishable from 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 Franklin v. Pratt & Whitney, 6330 CRB-5-19-5 (March 19, 2020). In those cases, we affirmed the decisions of administrative law judges not to open Stipulations, finding that statutory conditions of General Statutes § 31-315 were not met by the claimants. We must examine the record in this matter to ascertain if this case is similar.

On appeal, we generally extend deference to the decisions made by the administrative law judge. "As 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." Daniels v. Alander, 268 Conn. 320, 330 (2004), *quoting* Burton v. Mottolese, 267 Conn. 1, 54 (2003). The Compensation Review Board cannot retry the facts of the case and may only overturn the findings of the administrative law judge if they are without evidentiary support, contrary to the law, or based on unreasonable or impermissible factual inferences. See Kish v. Nursing & Home Care, Inc., 248 Conn. 379, 384 (1999) and Fair v. People's Savings Bank, 207 Conn. 535, 539 (1988). Nonetheless, while we must provide deference to the decision of an administrative law judge, we may reverse such a decision if the judge did not properly apply the law or reached a decision unsupported by the evidence on the record. See Christensen v. H & L Plastics Co., Inc., 5171 CRB-3-06-12 (November 19, 2007).

In Dombrowski, supra, our Appellate Court outlined the impact of executing a stipulation to resolve a pending Chapter 568 claim and the burden a claimant must meet to open such an agreement.

> Our Supreme Court previously has defined the term 'stipulation' as follows: A stipulation is a compromise and release type of settlement similar to settlements in civil personal injury cases where a claim is settled with a lump sum payment accompanied by a release of the adverse party from further liability. [Leonetti v. MacDermid, Inc., 310 Conn. 195], 198, (2013) n.2. Although the [act] does not explicitly provide for [stipulated settlement agreements], we have consistently upheld the ability to compromise a compensation claim as inherent in the power to make a voluntary agreement regarding compensation. . . . [O]nce an agreement is reached, [General Statutes § 31-296 provides that] a commissioner may approve the agreement if it conforms in every regard to the provisions of [the act]. . . . Approval of . . . a stipulation by [a] commissioner is not an automatic process. It is his [or her] function and duty to examine all the facts with care before entering an award, and this is particularly true when the stipulation presented provides for a complete release of all claims under the act. . . . Once approved, an Award by Stipulation is a

> binding award which, on its terms, bars a further claim for compensation unless [§] 31-315, which allows for modification, is satisfied.

(Citations omitted; internal quotation marks omitted; footnote omitted.) Id., 749-50, *quoting* Snyder v. Gladeview Health Care Center, 149 Conn. App. 725, 729–30, *cert. denied*, 312 Conn. 918, 94 A.3d 642 (2014).

> Our Supreme Court has stated that [a]lthough the commission may modify awards under certain circumstances, its power to do so is strictly limited by statute. . . . Section 31-315 allows the commission to modify an award in three situations. First, modification is permitted where the incapacity of an injured employee has increased, decreased or ceased, or . . . the measure of dependence on account of which the compensation is paid has changed. . . . Second, the award may be modified when changed conditions of fact have arisen which necessitate a change of [the award]. . . . Third, [t]he 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. This provision extends the commission's power to open and modify judgments to cases of accident . . . to mistakes of fact . . . and to fraud . . . but not to mistakes of law. . . . This provision, however, does not independently confer authority to modify awards for reasons not otherwise enumerated in § 31-315.

(Citations omitted; internal quotation marks omitted.) Id., 750, *quoting* Rodriguez v. State, 76 Conn. 614, 622 (2003).

As our Appellate Court noted herein, a stipulation before the Workers' Compensation Commission cannot become effective unless it is approved by our Commission after a hearing under which the claimant is canvassed as to their understanding of the agreement and their willingness to execute the agreement. The claimant has argued that in this case the "Bormann standard" for evaluating the fairness of an employee waiver agreement was not met. We presume she is citing Bormann v. AT&T Communications, Inc., 875 F.2d 399 (2nd Cir. 1989). We note that Bormann has not been previously cited by a Connecticut state court and we take further note that, on

the facts, the Bormann case is dissimilar to this case or other disputes regarding opening a stipulation of a workers' compensation claim.[3] As the Second Circuit noted,

> [a]ppellants make a number of arguments in this court, but the strongest is that the district court erred in concluding that an unsupervised waiver of rights can bar a private action under the ADEA [Age Discrimination in Employment Act], so long as it is knowingly and voluntarily given. By "unsupervised," appellants mean a release entered into without the prior approval of a court or the Equal Employment Opportunity Commission (EEOC), the agency now administering the ADEA.

Id., 401.

As a stipulation that resolves a claim under Chapter 568 cannot become effective and binding without the approval of an administrative law judge, we do not find the claimant's reliance on Bormann relevant to the issues herein. See Leonetti v. MacDermid, 310 Conn. 195, 206-07 (2013), *citing* Welch v. Arthur A. Fogarty, Inc., 157 Conn. 538, 545 (1969) and Muldoon v. Homestead Insulation Co., 231 Conn. 469, 480 (1994). The entire process of approving a stipulation in our forum is extensively supervised.

Nonetheless, the role of an administrative law judge in our system is not to act as an advocate for the claimant. See Flood v. Travelers Property & Casualty, 5267 CRB-1-07-8 (December 8, 2008), *appeal withdrawn,* A.C. 30649 (December 29, 2009). When a proposal to resolve an ongoing claim for benefits via a full and final settlement is presented for consideration, it is the administrative law judge's responsibility to confirm that it provides consideration to the claimant for the waiver of his or her claim, Leonetti, supra, and that the claimant properly understands and consents to exchanging this

[3] We also note in Bormann v. AT &T Communications, Inc., 875 F.2d 399 (2nd Cir. 1989), that the employer prevailed on appeal. See id., 404.

consideration against relinquishing potential future benefits. "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). See also Mulligan v. NCH Corporation, Chemsearch Division, 3653 CRB-4-97-7 (September 17, 1998), *appeal dismissed*, A.C. 18892 (December 16, 1998). We specifically note that in Rodriguez, supra, our Appellate Court held that 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 Rodriguez, supra, 624-26. See also Krol v. A.V. Tuchy, Inc., 135 Conn. App. 854, 859-63 (2012), *cert. denied*, 305 Conn. 923 (2012).

Having outlined the relevant legal standards, we turn to the claimant's arguments on appeal. She argues that her disability rating has increased since her case commenced and that would justify setting aside the Stipulation. We note that at the time the Stipulation was approved, the parties were aware of the claimant's medical condition and intended to have the claimant receive a cash settlement in lieu of future benefits. 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. Consequently, we cannot on appeal now determine that this is the type of "mistake" that would warrant opening a stipulation, especially in the absence of factual findings supportive of this action.[4] The fact that the claimant's previously diagnosed

[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), this tribunal determined that in order to open the denial of an award it was necessary to determine that objective medical evidence unavailable at the time of the original decision

condition may have subsequently worsened would be within the scope of the bargain and consideration agreed to in the Stipulation and would not constitute a mistake warranting opening the Stipulation. Furthermore, stipulations for full and final settlements generally contain specific language that state that the agreement encompasses all conditions, past, present, and future causally related to the claim.

In the absence of an unforeseeable development after the approval of a full and final stipulation, we are left to ascertain the merits of the deal the parties agreed to. As we pointed out in Franklin, supra, a claimant's subsequent belief that they were inadequately compensated does not constitute grounds to set aside a stipulation.

The claimant also argues that she was under duress and/or was the victim of fraud or coercion when she executed the Stipulation and, therefore, the canvass performed by Administrative Law Judge Barton should not now be credited. There is a high bar to establish that a contract would be voided due to its execution under duress. 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. Supp. 1394, 1417 (D. Conn. 1984). Id., 59.

We note that in Noble, it was found that the litigant who executed an attorney fee agreement several days prior to a foreclosure hearing had not, as a matter of law,

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would support the claimant's bid to open a final judgment. We believe this reasoning is also applicable to the opening of full and final stipulations.

established the transaction had occurred because they had been coerced into signing the agreement. See id., 60. The fact that the stipulation documents herein were made available to the claimant well in advance of the hearing, see Finding, ¶ 8, places the facts within the Noble precedent.

We have examined the transcript of this hearing to further ascertain what supports the claimant's argument and are not persuaded (by this argument.) At the November 16, 2021 hearing before Administrative Law Judge Truglia, she asked the claimant, "[w]hat is your claim of fraud, specifically, and what's the evidence of fraud?" November 16, 2021 Transcript, p. 9. The claimant replied, "[b]ecause I wasn't compensated." Id. The exchange on this issue went as follows:

> Judge Truglia: What other evidence do you have of fraud?
>
> Ms. Wilson: That's what the fraud is. It's more of a threat, fraud, collusion, because the commissioner, the Commissioner Barton knew that that was negotiating, that medical was part of that agreement. And how they end up taking it out or, you know, dishonoring it, is why I'm asking the court like because they didn't keep their agreement.

November 16, 2021 Transcript, p. 19.

Later at the hearing, counsel for the respondent stated that she hand-delivered the settlement checks to the claimant and obtained a signed receipt. See id., pp. 67-68. The claimant also testified that she believed the respondent committed fraud by sending her to its doctor. Administrative Law Judge Truglia, however, reminded the claimant "your employer is required by law to provide you with a clinic, you know, to go to when you're initially injured. They have to by statute." Id., pp. 14, 29. The claimant also asserted at various times that the Stipulation she executed fraudulently removed her right to receive future medical treatment and that was not something to which she agreed. Counsel for

the respondent, however, offered copies of the Stipulation and its associated documents as an exhibit and contended that they had been sent to the claimant on July 1, 2019, well in advance of the stipulation approval hearing. See id., pp. 19, 65-66. This agreement did not provide for future medical treatment. The claimant also asserted she believed the Stipulation allowed her to seek to open the terms of the agreement at a later date, but Administrative Law Judge Truglia pointed out the express term of the Stipulation required the claimant to withdraw her workers' compensation claim with prejudice, which barred opening the Stipulation. See id., p. 44.

At the November 16, 2021 hearing, the claimant testified that at the July 17, 2019 hearing she had expressed material concerns as to the agreement she executed. She testified as follows:

> So I go in here with a commissioner who's supposed to, you know, listen, make orders if necessary, which Commissioner Barton didn't. He watched this play out. Right? And at the hearing I said 'I'm not comfortable with this situation.' I talked to Commissioner Barton, about the situation, like I'm settling this or signing this papers with knowledge that I could reopen it, also, that I could ask for the reopening, which like I said, when I took the agreement, that was for loss of wages, which was $35,000, that I waited what, six or seven years to get, anyway? And then they supposed to have continue my medical.

November 16, 2021 Transcript, p. 12.

We have reviewed the transcript from the July 17, 2019 hearing, and there is no evidence that the claimant expressed any concerns to Administrative Law Judge Barton as to the terms of the document she was about to execute. There is also no evidence that any participant at the hearing advised the claimant the Stipulation preserved her right to medical treatment or could be opened. When Administrative Law Judge Truglia pointed out that in the transcript of the July 17, 2019 hearing, Administrative Law Judge Barton

told the claimant that executing the Stipulation would cause her workers' compensation claim to "go away forever," the claimant testified that she did not hear that explanation.[5] November 16, 2021 Transcript, pp. 84-85.

Much of the November 16, 2021 hearing involved a determined inquiry to ascertain the nature of the fraud the claimant alleged caused her to execute the Stipulation. After the initial colloquy at the hearing, Administrative Law Judge Truglia asked the claimant "what other evidence do you have of fraud?' Id., p. 19. She responded:

> That's what the fraud is. It's more of a threat, fraud, a collusion, because the commissioner, the Commissioner Barton knew that that was negotiating, that medical was part of that agreement. And how they end up taking it out or, you know, dishonoring it, is why I'm asking the court like because they didn't keep their agreement.

Id.

Administrative Law Judge Truglia continued to probe the claimant's arguments:

Judge Truglia: "Who forced you into signing --

> Ms. Wilson: It's not a forced where they took my hand and made me sign it. It's just a verbal force, a verbal like 'if you don't do this you're not going to get nothing anyway.'"

Id., p. 23.

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[5] At the July 17, 2019 hearing, the following colloquy occurred:

> ALJ Barton: "Jo Lynn, this is a full and final settlement, which means that once I sign off on these papers -- thereby approving it -- your case against Yale University for the injury of March 20, 2012 will go away for forever. You will not have any more rights related to that, in the event that I sign off on this document. Do you understand that?
> Ms. Wilson: Yes."

July 17, 2019 Transcript, p. 4.

The claimant further testified that this alleged undue pressure came from the Assistant Attorney General representing the Second Injury Fund, who said this was a "take it or leave it" situation. Id. After a discussion as to the specifics of the case, in which the claimant blamed the Assistant Attorney General for its delay, Administrative Law Judge Truglia pointed out that the respondents had contested the claim and did not believe the claimant had sufficient documentation to support the claim, which impacted the monetary offer extended to the claimant:

> Ms. WILSON: Listen, this guy here, Kennedy, he kept postponing to have a formal hearing on all the evidence. Then they came up with 'oh, let's give her this little bit of money and go away" type situation.
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> JUDGE TRUGLIA: And I'm assuming that was done because your case was contested, and it was either nothing or $40,000. The stipulation was for $40,000, on a contested claim. Which is a lot of money for a contested claim.

Id., p. 39.

We do not believe it constitutes "fraud," "collusion" or "duress" for counsel to explain to a claimant the impact of pursuing alternative options before our Commission.[6] As previously discussed, the claimant was fully canvassed by Administrative Law Judge Barton and affirmatively expressed approval of the Stipulation. Subsequent testimony by the claimant does suggest a reasonable person could have concluded that the motion to open was motivated, similar to the motion to open in Franklin, supra, by buyer's remorse

[6] Having reviewed the circumstances and the precedent in Noble v. White, 66 Conn. App. 54 (2001), we do not believe that when counsel informs a claimant as to their options, that this can constitute duress, especially as the claimant never relinquished her right to a hearing on the merits on the claim prior to signing the Stipulation, unlike the defendant in Traystman, Coric & Keramidas v. Daigle, 84 Conn. App. 843 (2004), where the court found, "[t]he facts of this case support the court's conclusion that the defendant was left with no reasonable alternative but to sign the note . . . ." Id., 848.

as to the adequacy of the monetary consideration received for withdrawing the Chapter 568 claim.

> JUDGE TRUGLIA: You got $40,000.
>
> MS. WILSON: So what? I made a hundred thousand dollars. You think $40,000 is so much money, when commissioners are signing off on $700,000 cases for someone who wasn't even born in this country and you saying that they was hurt?

Id., p. 48.

The claimant also suggested some form of improper dealing occurred between Administrative Law Judge Barton and counsel for the respondent, alleging they were "chummy, chummy, chummy." November 16, 2021 Transcript, pp. 41-42. As we pointed out in Brey v. State/Dept. of Correction, 5833 CRB-2-13-4 (April 2, 2014), mere civility does not rise to the level of reversable error and, similar to Brey, the claimant failed to present a timely objection to the administrative law judge's ruling on the case.

Having reviewed the substantive issues herein and finding that a reasonable fact finder could be left unpersuaded as to the claimant's assertions regarding fraud or mutual mistake, we turn to her argument as to the conduct of the hearing. The claimant argues that it was improper for Administrative Law Judge Truglia to decline her request to allow her to present her daughter as a witness to corroborate her testimony as to the manner in which Administrative Law Judge Barton conducted the July 17, 2019 hearing. At the November 16, 2021 hearing, Administrative Law Judge Truglia advised the claimant that, since she was the signatory to the agreement, her testimony was the relevant testimony as to what her intent was in executing the agreement. See id., p. 82. The claimant reiterated her position that her lack of choice was because failure to accept a settlement would cause the case to continue. See id. The administrative law judge had previously advised

the claimant that her daughter's testimony would only be useful in rendering a decision if "she has direct information of the existence of fraud." Id., pp. 53-54. Given the claimant's explanation of what she believed constituted fraud that warranted opening the Stipulation, we believe it was reasonable to determine the claimant's daughter would present hearsay evidence on this issue, or at best, merely cumulative evidence on the issues at hand. See Reid v. Sheri A. Speer d/b/a Speer Enterprises, LLC, 5818 CRB-2-13-1 (January 28, 2014), *aff'd,* 209 Conn. App. 540 (2021) (per curiam), *cert. denied*, 342 Conn. 908 (2022), *citing* Kinsey v. World Pac, 5783 CRB-7-12-10 (September 17, 2013), *aff'd and rev'd in part*, 152 Conn. App. 116 (2014). It is black-letter law that, "a trial commissioner has broad discretion to determine the admissibility of evidence, and an evidentiary ruling will not be set aside absent a clear abuse of that discretion." LaMontagne v. F & F Concrete Corporation, 5198 CRB-4-07-2 (February 25, 2008). We do not find this discretion was abused herein.

We do not believe the administrative law judge was compelled by the arguments and evidence presented by the claimant to open a properly executed full and final settlement of her claim. To quote from our opinion in DeLeon v. Walgreen's, 5568 CRB-4-10-6 (May 13, 2011), "[t]o paraphrase Justice Benjamin Cardozo's opinion in Palsgraf v. Long Island Railroad Co., 248 N.Y. 339, 162 N.E. 99 (N.Y. 1928), 'proof of bias in the air will not do.'" Neither will allegations that fraud or collusion are in the air when the record offers no substantiation for these claims.

The November 18, 2021 Ruling on Claimant's Motion to Reopen Her Full and Final Stipulation for Agreement and Award of July 17, 2019 Under the Provisions of C.G.S. Sec. 31-315, and Ruling On Respondents' February 24, 2020 Objection to

Claimant's Motion to Reopen Full and Final Stipulation for Agreement and Award of July 17, 2019 of Michelle D. Truglia, the Administrative Law Judge acting for the Fourth District, is accordingly affirmed.

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