

**ILLINOIS WORKERS' COMPENSATION COMMISSION  
SETTLEMENT CONTRACT LUMP SUM PETITION AND ORDER**

ATTENTION. Answer all questions. Attach a recent medical report.

Internal# S0080545

Workers' Compensation Act **Yes** Occupational Diseases Act **No** Fatal case? **No** Date of death

COPY

**Angela Allen**  
Employee/Petitioner

Case# **15WC026417**

v.

**City of Peoria**  
Employer/Respondent

Setting **Peoria**

To resolve this dispute regarding the benefits due the petitioner under the Illinois Workers' Compensation or Occupational Diseases Act, we offer the following statements. We understand these statements are not binding if this contract is not approved.

**Angela Allen**  
Employee/Petitioner

**5908 N. Koerner Road**  
Street address

**Peoria, IL 61615**  
City, State, Zip code

**City of Peoria**  
Employer/Respondent

**419 Fulton**  
Street address

**Peoria, IL 61602**  
City, State, Zip code

State employee? **No** Gender: **Female**Marital status: **Married**# Dependents under age 18: **0**Birthdate: **10/22/1966**Average weekly wage: **\$1,651.19**Date of accident: **7/18/2015**How did the accident occur? **Fell down stairs while fighting a fire**What part of the body was affected? **Disputed. Person-as-a-whole; Left arm**

What is the nature of the injury? **Disputed. Post concussion syndrome; Vestibular disorder; Left arm nerve palsy**

The employer was notified of the accident **orally and in writing.** Return-to-work date: **N/A**Location of accident: **Peoria** Did the employee return to his or her regular job? **No**

If not, explain below and describe the type of work the employee is doing, the wage earned, and the current employer's name and address.

**Petitioner filed an Application for Line of Duty Disability Pension with the Board of Trustees of the Peoria Firefighters' Pension Fund, pursuant to the Illinois Pension Code. Petitioner alleged she was disabled from performing her full duties as a firefighter for Respondent as a result of her "vestibular/ocular motor disorder" caused the July 18, 2015 accident. On November 6, 2017, the Pension Board granted Petitioner a line-of-duty disability pension.**

**TEMPORARY TOTAL DISABILITY BENEFITS:** Compensation was paid for **0** weeks at the rate of **\$0.00** /week.

The employee was temporarily totally disabled during the following period(s):

From	Through
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Notes regarding temporary total disability benefits:

**Respondent paid Petitioner her full rate of salary pursuant to the Public Employee Disability Act during all periods in which she was unable to work light duty and/or full duty through August 4, 2016.**

**MEDICAL EXPENSES:** The employer **has not** paid all medical bills. List unpaid bills in the space below.

**N/A**

**PREVIOUS AGREEMENTS:** Before the petitioner signed an Attorney Representation Agreement, the respondent or its agent offered in writing to pay the petitioner \$ **N/A** as compensation for the permanent disability caused by this injury.

An arbitrator or commissioner of the Commission previously made an award on this case on **June 29, 2022; See attached**

**Decision** regarding

TTD \$ **\$0.00; See attached Decision**

Permanent disability \$ **\$141,717.03; See attached Decision**

Medical expenses \$ **Through date of MMI, July 21, 2016; See attached Decision**

Other \$ **Respondent was awarded a credit of \$6,041.76 toward Petitioner's permanent partial disability award**

**TERMS OF SETTLEMENT:** Attach a recent medical report signed by the physician who examined or treated the employee. Serious disputes exist as to issues of law, the nature and extent of the alleged injuries, temporary total disability benefits, and the causal connection between the claimed accident and any condition from which Petitioner may have suffered, but to avoid further litigation, Respondent offers to pay and Petitioner agrees to accept the approved lump sum of \$135,657.27, which, when using Petitioner's permanent partial disability rate of \$755.22, represents 5% loss of use of the left arm, pursuant to Section 8(e)(10) and 35% loss of a person-as-a-whole under Section 8(d)(2) of the Illinois Workers' Compensation Act after taking into consideration Respondent's permanent partial disability credit of \$6,041.76, in accordance with the June 29, 2022 Arbitration Decision of the Honorable Bradley Gillespie and in full and final settlement of all claims for compensation arising out of the alleged July 18, 2015 accident and all claims for compensation arising out of any other accident involving the left arm, head, neck, or person-as-a-whole occurring prior to the approval date of this contract, including any aggravation, exacerbation, sequela, or onset of symptoms prior to the date of this contract. Petitioner and Respondent expressly agree this settlement resolves any and all issues and claims for compensation arising out of the accidents described herein, including, but not limited to, any and all claims for medical treatment, past and future medical benefits, past and future temporary total disability, past and future permanent partial disability, vocational rehabilitation, and all other expenses and benefits, past, present, or future, known and unknown. Respondent is hereby released, acquitted, and discharged of and from any and all liability under the Workers' Compensation Act in any way arising out of the accident and/or occurrence herein referred to, the known or unknown resulting injuries, and their known or unknown past, present, or future non-fatal or fatal effects, developments, or sequelae. The settlement of this claim is not an admission of liability on the part of Respondent. Respondent further continues to dispute the compensability of this claim. This settlement represents a compromise of all outstanding issues and claimed benefits on a completely disputed and denied basis and resolves all claimed benefits. No portion of this is paid to Petitioner to reimburse her for any medical expenses which may remain outstanding and continue to be Petitioner's responsibility. Respondent agrees to hold Petitioner harmless for medical expenses paid through Respondent's group medical insurance for the claimed left arm and person-as-a-whole injuries alleged to have arisen out of the aforementioned claimed accident. Petitioner states she is not receiving Social Security Disability Benefits and is not Medicare eligible. Petitioner and Respondent agree to waive the provisions of Section 8(a), 19(h), and all provisions of the Illinois Workers' Compensation Act, except Respondent asserts its Section 5(b) lien interest to the extent a third-party recovery is made by the Petitioner. This settlement contract is subject to the approval of Petition for Lump Sum and is otherwise null and void. This settlement represents a purchase of peace between the parties. Petitioner and Respondent specifically intend for these provisions to be enforced.





Total amount of settlement	<b><u>\$135,657.27</u></b>	
Deduction: Attorney's fees	<b><u>\$27,131.45</u></b>	
Deduction: Medical reports, X-rays	<b><u>\$3,500.00</u></b>	<b><u>See costs attached</u></b>
Deduction: Other (explain)	<b><u>\$0.00</u></b>	
Amount employee will receive	<b><u>\$105,025.82</u></b>	

**PETITIONER'S SIGNATURE.** *Attention, petitioner. Do not sign this contract unless you understand all of the following statements.*  
 I have read this document, understand its terms, and sign this contract voluntarily. I believe it is in my best interests for the Commission to approve this contract. I understand that I can present this settlement contract to the Commission in person. I understand that by signing this contract, I am giving up the following rights unless expressly reserved or left open for a specified period of time in the terms of settlement:

1. My right to a trial before an arbitrator;
2. My right to appeal the arbitrator's decision to the Commission;
3. My right to any further medical treatment, at the employer's expense, for the results of this injury;
4. My right to any additional benefits if my condition worsens as a result of this injury.

<u>Signature On File</u>	<b>Angela Allen</b>	<b>(309) 966-2430</b>	<b>9/15/2022</b>
Signature of petitioner	Name of petitioner	Telephone number	Date

**PETITIONER'S ATTORNEY.** I attest that any fee petitions on file with the IWCC have been resolved. Based on the information reasonably available to me, I recommend this settlement contract be approved.

/s/ Stephen Kelly  
 Signature of attorney  
**Stephen Kelly**  
 Attorney's name  
**STEPHEN P. KELLY**  
**2710 N. KNOXVILLE**

**9/13/2022**  
 Date  
**05354**  
 IWCC Code #

**PEORIA, IL 61604**  
 Firm name and address  
**(309) 681-1900**  
 Telephone number

**skelly@stephenkellylaw.com**  
 E-mail address

**RESPONDENT'S ATTORNEY.** The respondent agrees to this settlement and will pay the benefits to the petitioner or the petitioner's attorney, according to the terms of this contract, promptly after receiving a copy of the approved contract.

/s/ Kevin Day  
 Signature of attorney

**9/21/2022**  
 Date

**Kevin Day**

Attorney's name

**HASSELBERG GREBE SNODGRASS**

**401 MAIN SUITE 1400**

**PEORIA, IL 61602**

Firm name and address

**(309) 637-1400**

Telephone number

**PMA Companies**

Name of respondent's insurance or service company

**00980**

IWCC Code #

**kday@hgsuw.com**

E-mail address



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**ORDER OF ARBITRATOR OR COMMISSIONER:**

Having carefully reviewed the terms of this contract, in accordance with Section 9 of the Act, by my stamp I hereby approve this contract, order the respondent to promptly pay in a lump sum the total amount of settlement stated above, and dismiss this case.

**APPROVED BY AUTHORITY OF THE  
ILLINOIS WORKERS' COMPENSATION  
COMMISSION**

**pursuant to the provisions of the  
Workers' Compensation and Workers'  
Occupational Diseases Acts**

**9/24/2022**

**By: /s/ Marc Parker Commissioner**