

SETTLEMENT AGREEMENT AND RELEASE

^{11th} This Settlement Agreement and Release (hereinafter "Agreement") is entered into this day of ^{April} March 2023, by and between Paul Edwards, an Illinois resident (hereinafter "Edwards"), and the City of Peoria, an Illinois Municipal Corporation (hereinafter the "City"), ("Edwards" and the "City" may be collectively referred to the "Parties").

WHEREAS, on or about January 7, 2020, Edwards filed an Application for Adjustment of Claim with the Illinois Workers' Compensation Commission (hereinafter "Commission"), alleging he developed "persistent moderate asthma" as a result of exposures to "noxious fumes, gasses, and vapors" during the course of his employment with the City; and

WHEREAS, the City disputed, and continues to dispute, the compensability of Edwards' claim under the Illinois Occupational Diseases Act; and

WHEREAS, on or about January 7, 2020, Edwards filed an Application for an Occupational Disease Disability Pension with the Peoria Firemen's Pension Fund, alleging he was permanently disabled from performing his full firefighter duties as a result of his "persistent moderate asthma;" and

WHEREAS, on or about July 24, 2020, the City, through its counsel, informed Edwards, through his counsel, the City would be terminating all benefits under the Illinois Public Employee Disability Act and would be removing Edwards from the City's payroll, effective July 24, 2020, as a result of his inability to return to full duty as a firefighter; and

WHEREAS, on or about June 29, 2021, the Peoria Firemen's Pension Fund entered a Decision and Order granting Edwards an Occupational Disease Disability Pension, effective retroactively to July 25, 2020; and

WHEREAS, the City and Edwards have agreed to resolve Edwards' claim under the Illinois Occupational Diseases Act on a disputed basis via Settlement Contract in Commission Case Number 20 WC 001928, a copy of said Settlement Contract is attached hereto as Exhibit A and adopted and incorporated herein by this reference; and

WHEREAS, Edwards has further asserted he is entitled to additional benefits under both the Illinois Public Employee Disability Act and Illinois Public Safety Employee Benefits Act, which the City disputes; and

WHEREAS, the City and Edwards have agreed to resolve Edwards' alleged claims under the Illinois Public Employee Disability Act and Illinois Public Safety Employee Benefits Act and all other claims arising from his employment with the City to avoid further uncertainty and expense.

NOW THEREFORE, in consideration of the covenants contained herein, and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, and the foregoing Recitals, the Parties agree to the following terms of settlement in full and final satisfaction of any and all claims or potential claims by Edwards, arising directly or indirectly from his employment with the City.

1. **Incorporation of Recitals.** The above Recitals are hereby affirmed and incorporated herein as if fully set forth.

2. **Effective Date.** This Agreement is effective as of seven (7) days after the date it is fully executed by the Parties (the "Effective Date").

3. **Consideration.** For and in exchange of the payment of Twenty-two Thousand Two Hundred Ninety and 10/100 Dollars (\$22,290.10) and other good and valuable consideration, the receipt of which is hereby acknowledged, Edwards agrees to forever release, waive, and discharge the City and all Released Parties from any and all claims, causes, demands, or actions, either at law or in equity, which claims, causes, demands, or actions Edwards now has, or which he may hereafter accrue, which directly or indirectly arose out of his employment with the City in accordance with Paragraph 5 of this Agreement. The Parties further understand, acknowledge, and agree the Parties' agreement to settle Commission Case Number 20 WC 001928, in accordance with Exhibit A, is further consideration for this agreement.

4. **No Admission of Liability.** By executing this document, the Parties acknowledge and agree that the delivery and acceptance of this Agreement is not admission, waiver, acknowledgement, nor evidence of any liability whatsoever by the City of any individual or entity. Neither this Agreement nor the terms hereof, nor any negotiations or proceedings connected herewith, shall be offered or received in evidence in any form for any purpose other than for the purpose of the effectuation of this Agreement, and, without limitation, shall not be used in any proceeding as an admission of liability or wrongdoing whatsoever by the Parties, or as an admission that any party suffered any injury, or as an admission of any of the averments of the pleadings. It is further stipulated, understood, agreed, and stated that the City has maintained, and still does maintain, that the City has no legal liability for payment of any sums being sought and which formulate the basis for any claim made by Edwards in law or equity, including, but not limited to, any and all claims under the Illinois Public Employee Disability Act and Illinois Public Safety Employee Benefits Act, but that the payment referenced in Paragraph 3 above is made solely for the purposes of settling, compromising, and further putting to rest Edwards' disputed claims. The Parties further agree that the release and settlement of this claim is not an admission by the City regarding the interpretation or implementation of the Illinois Public Employee Disability Act or Illinois Public Safety Employee Benefits Act. The Parties agree that the release and settlement of these claims is not to be considered a precedent or past practice for any other matters involving the City.

5. **Release of Claims.** For and in exchange of the consideration referenced in Paragraph 3 above, and other good and valuable consideration, Edwards shall forever release, waive, and discharge any and all claims, causes, demands, right or cause of actions, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, matured, unmatured, liquidated, or contingent, of whatever nature or kind in law, equity, administrative proceedings, or otherwise, which directly or indirectly arose out of his employment with the City, including, but not limited to, any and all claims under the Illinois Public Employee Disability Act, Illinois Public Safety Employee Benefits Act, Title VII of the Civil Rights Act of 1964 (Title VII), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), the Equal Pay Act (EPA), the Employee Retirement Income Security Act (ERISA) (with respect to unvested benefits), the Civil Rights Act of 1991, the Fair Credit Reporting Act (FCRA), the

Genetic Information Nondiscrimination Act (GINA), the Age Discrimination in Employment Act (ADEA), the Illinois Human Rights Act (IHRA), the Right to Privacy in the Workplace Act, the Illinois Occupational Safety and Health Act, the Illinois One Day Rest in Seven Act, the Illinois Employment Contract Act, the Illinois Labor Dispute Act, the Victims' Economic Security and Safety Act, the Illinois Whistleblower Act, the Illinois Equal Pay Act, the Illinois Wage Payment and Collection Act, and the Illinois Constitution, all as amended, all of their respective implementing regulations and any other federal, state, local, or foreign law (statutory, regulatory, or otherwise) that may be legally waived and released; however, the identification of specific statutes is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this general release in any manner.

6. **Released Parties.** The Released Parties are the City and all of its past, present, and future employees, agents, elected officials, officers, administrators, representatives, directors, attorneys, affiliated entities, parents, subsidiaries, divisions, partners, joint ventures, trustees, board members, intended third party beneficiaries, and any of their predecessors, successors, heirs, executors, and assigns, and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection.

7. **Covenant not to Sue.** Edwards agrees not to bring, commence, institute, maintain, continue, or prosecute any action at law or proceeding in equity, or any legal proceeding, which directly or indirectly arose out of his employment with the City whatsoever, or any claim for relief or damages against the City based upon or related in any way to his employment with the City, other than to effectuate the terms of this Settlement Agreement. The Parties hereby acknowledge and agree that they will not, at any time, take any action of any nature whatsoever to (i) obtain a determination that this Agreement, or the transactions contemplated hereby, are unlawful, illegal, or against public policy, (ii) challenge the validity or enforceability of this Agreement, or the transactions contemplated hereby, or (iii) allege that any of the arrangements set forth in this Agreement or any of the transactions contemplated hereby, are unlawful in any other manner whatsoever.

8. **Certain Representations and Warranties.** Each of the Parties represent and warrant that they have the full right power, legal capacity and authority, without the consent of any other person, entity, or governmental authority, to execute, deliver and carry out the terms of this Agreement and to consummate the transactions contemplated hereby and thereby, (ii) the person(s) whose signature(s) appears hereon has been duly and fully authorized to execute this Agreement, (iii) this Agreement (and all documents and agreements necessary to give effect to the provisions of this Agreement) is the lawful, valid and legally binding obligation of the Parties, enforceable against them in accordance with its terms, and (iv) they have not relied upon any advice given them by the other Party or other Party's agents concerning any aspect of the Settlement including, but not limited to, the tax implication of the Settlement Payment. Employee acknowledges, understands, and agrees he is responsible for paying any taxes on amounts he receives because he signed this Agreement. The Parties represent and warrant that they are the lawful holders of all claims released as provided in Paragraph 5 of this Agreement and they have not assigned, pledged, or transferred, or purported to assign, pledge, or transfer, to any person or entity any claim or cause of action released hereunder.

9. **Costs and Attorney's Fees.** Each Party shall bear its own attorney's fees, costs, and disbursements incurred in connection with this matter and the drafting and execution of this Agreement.

10. **Integration Clause.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings (oral and written) between the Parties with respect to the subject matter of this Agreement. In the event of any conflict or inconsistency between this Agreement and any other agreement, document, contract, or understanding among the Parties, the provisions of this Agreement shall govern and control.

11. **Counterparts.** This Agreement may be signed in any number of counterparts (including by facsimile or e-mail) each of which shall be an original with the same effect as if the signatures were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart of this Agreement signed by each other Party.

12. **Waiver in Writing.** Any provision of this Agreement may be amended or waived if, but only if, such an amendment or waiver is in writing and is signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective. Any waiver of any term or condition of this Agreement shall not be construed as a waiver of any subsequent breach, or subsequent waiver of the same term or condition or waiver of any other term or condition of this Agreement. A failure of any Party to assert any of its rights hereunder shall not constitute a waiver of such rights.

13. **Representation by Counsel.** Each Party expressly acknowledges it has reviewed this Agreement with legal counsel of its own choosing and been fully and adequately advised by such counsel with respect to the matters set forth herein. This Agreement shall be deemed to have been fully drafted and negotiated among the Parties with equal participation by each Party, and no rule of construction or interpretation providing for the application or interpretation of this Agreement contrary to the interests of any Party deemed to have drafted the Settlement Agreement shall be applicable.

14. **Benefit and Burden.** Employee acknowledges that, before signing this Agreement, (i) Employee carefully read this Agreement; (ii) Employee fully understands it; and (iii) Employee is entering into it voluntarily.

15. **Severability.** In the event that any provision or any portion of any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision or portion thereof, unless the absence of that provision or portion thereof materially alters the rights and obligations of the signatories hereto.

16. **Governing Law and Venue.** Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Venue to resolve any dispute relating to or arising out of this Agreement shall rest exclusively in the Circuit Court of the Tenth Judicial Circuit, Peoria County, Illinois and any appeal thereafter, in any appropriate Illinois appellate court.

17. **Captions.** Titles or captions contained in this Agreement are used for convenience or reference only and are not intended to and shall not in any way enlarge, define, limit, extend, or describe the rights or obligations of the parties or affect the meaning or construction of this Agreement, or any provision or portion thereof.

18. **Entire Agreement.** This is the entire Agreement between Employee and the Employer. This Agreement may not be modified or cancelled in any manner except by a writing signed by both Employee and an authorized Employer official. Employee acknowledges that the Employer has made no promises to Employee other than those in the Agreement. If any provision in this Agreement is found to be enforceable, all other provisions will remain fully enforceable.

19. **Medicare and Social Security.** Edwards hereby warrants and represents that he presently is not, nor has he ever been enrolled in Medicare Part B or applied for such benefits, and that Edwards has no claim for Social Security Disability benefits, nor is Edwards appealing or refiling for Social Security Disability benefits. Edwards also warrants and represents that Medicare has not made any payments to or on behalf of Edwards, nor has Edwards made any claims to Medicare for any payments of any medical bills, invoices, fees or costs.

20. **Execution and Revocation.** Edwards further acknowledges that, before signing this Agreement, he was informed that he has a period of twenty-one (21) days after the date he receives this Agreement within which Edwards may sign and return the Agreement to the City. Edwards was also informed that he has a period of seven (7) days after he returns the executed Agreement to the City within which he may revoke his acceptance if he so desires. Edwards is free to waive any portion of the twenty-one (21) day consideration period; however this Agreement is not binding or "effective" as to either party until expiration of the seven (7) day revocation period, provided Edwards has not revoked his acceptance during the seven (7) day revocation period.

THIS IS A GENERAL RELEASE – READ BEFORE SIGNING

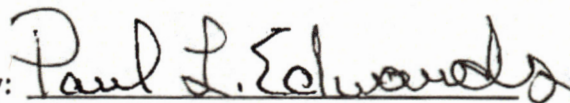
IN WITNESS WHEREOF, we have hereunto set our hands to this Agreement as a specialty under seal on the date below mentioned.

City of Peoria,
an Illinois Municipal Corporation,

Paul Edwards



By: 
Patrick Urich, City Manager

By: 
Paul Edwards

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

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

Internal# S0099671

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

Paul Edwards

Employee/Petitioner

Case# **20WC006104**

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.

Paul Edwards

Employee/Petitioner

4602 West Lynnhurst Drive

Street address

Peoria, IL 61615

City, State, Zip code

City of Peoria

Employer/Respondent

419 Fulton Street

Street address

Peoria, IL 61602

City, State, Zip code

State employee? **No**Gender: **Male**Marital status: **Married**# Dependents under age 18: **1**Birthdate: **5/15/1966**Average weekly wage: **\$1,360.40**Date of accident: **6/26/2019**How did the accident occur? **Struck right knee on fire engine while walking**What part of the body was affected? **Right knee**What is the nature of the injury? **Right knee deep soft tissue contusion with a Morel-Lavalle lesion**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 worked light duty for certain periods after the accident and was placed at maximum medical improvement for his right knee injury on July 20, 2020. He was discharged without restrictions. However, he was off-work at that time and did not return to work due to a separate health issue.

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:

Pursuant to the Public Employee Disability Act, Petitioner was paid his full-salary for all relevant time periods until he reached maximum medical improvement on July 20, 2020.

MEDICAL EXPENSES: The employer **has** paid all medical bills. List unpaid bills in the space below.

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 **N/A** regarding

TTD \$ **N/A** Permanent disability \$ **N/A** Medical expenses \$ **N/A** Other \$ **N/A**

TERMS OF SETTLEMENT: Attach a recent medical report signed by the physician who examined or treated the employee. Respondent offers to pay and Petitioner agrees to accept the approved lump sum of \$13,123.65, which, when using Petitioner's permanent partial disability rate of \$813.87, represents 7.5% loss of use of the right leg under Section 8(e)12 of the Illinois Workers' Compensation Act, in full and final settlement of all claims for compensation arising out of the alleged June 26, 2019 accident and all claims for compensation arising out of any other accident involving the right knee or right leg, 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 agrees to pay all medical bills through the approval date of this contract, pursuant to the medical fee schedule, for reasonable and necessary treatment related to the alleged June 26, 2019 accident. Petitioner states he is not receiving Social Security Disability Benefits and is not Medicare eligible. Petitioner and Respondent agree to waive the provisions of Section 8(a), Section 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	<u>\$13,123.65</u>
Deduction: Attorney's fees	<u>\$2,624.73</u>
Deduction: Petitioner's costs	<u>\$0.00</u>
Deduction: Other (explain)	<u>\$0.00</u>
Amount employee will receive	<u>\$10,498.92</u>

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, except as otherwise provided herein, for the results of this injury;
4. My right to any additional benefits if my condition worsens as a result of this injury.

Signature on File

Signature of petitioner

Paul Edwards

Name of petitioner

(309) 678-7376

Telephone number

3/28/2023

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. KNOXVILLEPEORIA, IL 61604

Firm name and address

(309) 681-1900

Telephone number

3/28/2023

Date

05354

IWCC Code #

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

Kevin Day

Attorney's name

Hasselberg Grebe Snodgrass Urban &
Wentworth401 MAIN SUITE 1400PEORIA, IL 616023/28/2023

Date

00980

IWCC Code #

Firm name and address

(309) 637-1400

Telephone number

PMA Companies

Name of respondent's insurance or service company

kday@hgsuw.com

E-mail address

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**

3/29/2023

By: /s/ Bradley Gillespie Arbitrator

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

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

Internal# S0099883

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

Paul Edwards

Employee/Petitioner

Case# **20WC001928**

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.

Paul Edwards

Employee/Petitioner

4602 Lynnhurst Drive

Street address

Peoria, IL 61615

City, State, Zip code

City of Peoria

Employer/Respondent

419 Fulton Street

Street address

Peoria, IL 61602

City, State, Zip code

State employee? **No**Gender: **Male**Marital status: **Married**# Dependents under age 18: **1**Birthdate: **5/5/1966**Average weekly wage: **\$1,581.34**Date of accident: **1/7/2020** **Disputed**How did the accident occur? **Disputed; Inhalation of or exposure to harmful environments**What part of the body was affected? **Disputed; Lungs, person-as-a-whole**What is the nature of the injury? **Disputed; Asthma**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 did not return to work after his alleged condition worsened. Petitioner was granted an occupational disease pension, pursuant to the Illinois Pension Code.

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:

Disputed; Petitioner was paid benefits under the Public Employee Disability Act through July 23, 2020.

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

Disputed

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 **N/A** regarding

TTD \$ **N/A** Permanent disability \$ **N/A** Medical expenses \$ **N/A** Other \$ **N/A**

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 fact and law, the alleged accident, the nature and extent of the alleged injury, 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 \$104,586.25, which, when using Petitioner's permanent partial disability rate of \$836.69, represents 25% loss of a person-as-a-whole, pursuant to Section 8(d)(2) of the Illinois Workers' Compensation Act in full and final settlement of all claims for compensation arising out of the alleged January 7, 2020 accident and all claims for compensation arising out of any other accident involving the lungs, respiratory system, 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 him 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 lung or person-as-a-whole injuries alleged to have arisen out of the aforementioned claimed accident. Petitioner states he 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	<u>\$104,586.25</u>	
Deduction: Attorney's fees	<u>\$20,917.25</u>	
Deduction: Petitioner's costs	<u>\$280.58</u>	<u>medical records</u>
Deduction: Other (explain)	<u>\$0.00</u>	
Amount employee will receive	<u>\$83,388.42</u>	

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, except as otherwise provided herein, for the results of this injury;
4. My right to any additional benefits if my condition worsens as a result of this injury.

Signature on File

Signature of petitioner

Paul Edwards

Name of petitioner

(309) 678-7376

Telephone number

3/28/2023

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 Kelly2710 N. KNOXVILLEPEORIA, IL 61604

Firm name and address

(309) 681-1900

Telephone number

3/28/2023

Date

05354

IWCC Code #

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

Kevin Day

Attorney's name

Hasselberg Grebe Snodgrass Urban &Wentworth401 MAIN SUITE 1400PEORIA, IL 616023/28/2023

Date

00980

IWCC Code #

Firm name and address

(309) 637-1400

Telephone number

PMA Companies

Name of respondent's insurance or service company

kday@hgsuw.com

E-mail address

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**

3/29/2023

By: /s/ Kurt Carlson Arbitrator