

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

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

Internal# S0080952

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

Tim Wight

Employee/Petitioner

Case# **18WC006309**

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.

Tim Wight

Employee/Petitioner

2715 Faircrest

Street address

Peoria, IL 61607

City, State, Zip code

City of Peoria

Employer/Respondent

419 Fulton

Street address

Peoria, IL 61602

City, State, Zip code

State employee? **No**Gender: **Male**Marital status: **Married**# Dependents under age 18: **2**Birthdate: **7/25/1976**Average weekly wage: **\$1,600.00**Date of accident: **7/28/2017**How did the accident occur? **Chasing suspect and fell**What part of the body was affected? **Head/right wrist**

What is the nature of the injury? **Closed head injury/concussion/depression/partial tear of triangular fibrocartilage complex right wrist**

The employer was notified of the accident **orally**.Return-to-work date: **N/A**Location of accident: **Peoria**Did the employee return to his or her regular job? **Yes**

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 is receiving a line-of-duty disability pension as a result of this accident.**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
<u>7/28/2017</u>	<u>5/18/2018</u>

Notes regarding temporary total disability benefits:

and 12/31/2018 through 3/8/2019. Temporary partial disability paid 5/21/2018 through 6/1/2018 and 6/18/2018 through 7/9/2018. Petitioner was paid full rate of pay pursuant to the Public Employee Disability Act.

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. There are disputed questions of law and fact, but to avoid further litigation, the Respondent offers to pay and Petitioner agrees to accept the approved lump sum of \$131,246.24 which represents 25% loss of use of a man as a whole or 125 weeks pursuant to Section 8(d)(2) of the Illinois Workers' Compensation Act and 20% loss of use of the right hand which represents 41 weeks pursuant to Section 8(d)(9) of the Illinois Workers' Compensation Act. Said payment is in full and final settlement of all claims for compensation arising out of the aforementioned accidents and all claims for compensation arising out of any other accident involving the closed head injury/concussion and right hand occurring prior to the approval date of this contract, including any aggravation, exacerbation, sequela, or onset of symptoms by the Petitioner 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 or unknown. The settlement of this claim is not an admission of liability on the part of the Respondent. 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 right to 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 the Petition for Lump Sum and is otherwise null and void. This settlement represents the purchase of peace between the parties. Petitioner and Respondent specifically intend for these provisions to be enforced.

Total amount of settlement	<u>\$131,246.24</u>	
Deduction: Attorney's fees	<u>\$26,249.25</u>	
Deduction: Medical reports, X-rays	<u>\$11,875.37</u>	<u>See costs attached</u>
Deduction: Other (explain)	<u>\$0.00</u>	
Amount employee will receive	<u>\$93,121.62</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, for the results of this injury;
4. My right to any additional benefits if my condition worsens as a result of this injury.

/s/ Tim Wight

Signature of petitioner

Tim Wight

Name of petitioner

(309) 231-6056

Telephone number

9/22/2022

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

9/14/2022

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/ Kenneth M. Snodgrass, Jr.

Signature of attorney

Kenneth M. Snodgrass, Jr.

Attorney's name

HASSELBERG GREBE SNODGRASS401 MAIN SUITE 1400PEORIA, IL 61602

Firm name and address

(309) 637-1400

Telephone number

9/22/2022

Date

00980

IWCC Code #

ksnodgrass@hgsuw.com

E-mail address

PMA Management Corp

Name of respondent's insurance or service company

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**

9/26/2022

By: /s/ Kurt Carlson Arbitrator

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September 30, 2022

VIA EMAIL

VIA EMAIL: mstalcup@peoriagov.org

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Peoria, IL 61602

**Re: Wight v. City of Peoria -- Disability Pension Matter
Peoria County Case No. 2022 MR 70
Our File No. 824.69**

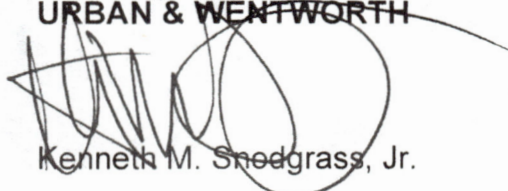
Dear Mary Ann, Ed and Chrissie:

Please find attached a file-stamped copy of Order for Dismissal regarding the PSEBA matter entered on September 28, 2022. Please make sure the City of Peoria Finance Department forwards a draft in the amount of \$8,734.37 made payable to Tim Wight and his attorney, Stephen P. Kelly. Please note Attorney Kelly's tax identification number is 46-5631653, and his address is Stephen P. Kelly, Stephen P. Kelly, Attorney at Law, LLC, 2710 N. Knoxville Avenue, Peoria, IL 61604.

If you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,

**HASSELBERG GREBE SNODGRASS
URBAN & WENTWORTH**



Kenneth M. Snodgrass, Jr.

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT OF ILLINOIS
PEORIA COUNTY

TIMOTHY WIGHT,

Petitioner,

vs.

CITY OF PEORIA,

Respondent.

No. 22-MR-0000070

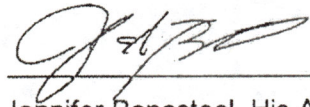
STIPULATION & ORDER FOR DISMISSAL

NOW COME the parties, by their respective counsel, and hereby Stipulate that all disputes and causes of action between the parties have been resolved and that said lawsuit may be dismissed, with prejudice, each party to bear their respective costs.

TIMOTHY WIGHT, Petitioner

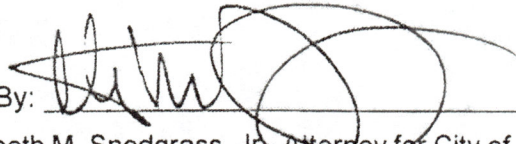
CITY OF PEORIA, Respondent

By:



Jennifer Bonesteel, His Attorney

By:



Kenneth M. Snodgrass, Jr., Attorney for City of Peoria

Robert M. Spears

September 28, 2022

Clerk of the Circuit Court
Peoria County, Illinois

ORDER

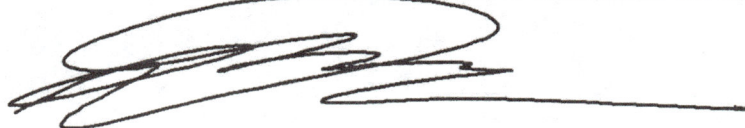
PURSUANT TO STIPULATION OF THE PARTIES:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED: that the above-entitled cause is hereby dismissed with prejudice and without costs, all matters in controversy having been settled between the parties.

9/28/2022

ENTERED: _____, 2022.

JUDGE OF THE TENTH JUDICIAL CIRCUIT





This document is now complete.

CLOSE

RELEASE

FOR AND IN EXCHANGE of the payment of Eight Thousand Seven Hundred Thirty-four and 37/100 Dollars (\$8,734.37) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, TIMOTHY WIGHT, does hereby release and forever discharge the CITY OF PEORIA and all of its employees, agents, elected officials or their employees from any and all claims, causes, demands, or actions, either at law or in equity, which claims, causes, demands, or actions, the undersigned now has, or which he may hereafter accrue and which directly or indirectly arose out of his claim for damages as more specifically described in Plaintiff's Complaint filed with the Circuit Court of Peoria County, Illinois, as Case No. 2022 MR 70, which is incorporated herein by reference.

IT IS FURTHER STIPULATED, UNDERSTOOD AND AGREED AND STATED, that the CITY OF PEORIA has maintained and still does maintain that the CITY OF PEORIA has no legal liability for payment of any sums being sought and which formulate the basis for the lawsuit filed in Peoria County, but that the payment is made solely for the purposes of settling, compromising and further putting to rest a disputed claim.

The parties further agree that the settlement of this lawsuit is to resolve a disputed claim and that any settlement is not evidence of any admission of liability or responsibility by the CITY OF PEORIA for the damages TIMOTHY WIGHT has alleged in the Complaint filed in the Circuit Court of Peoria County, Illinois, as Case No. 2022 MR 70.

It is further stipulated, understood and agreed to be a fact that TIMOTHY WIGHT is more than 18 years of age and that he has been represented and sought legal counsel from an attorney before settling the claim and executing this Release.

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned and that this Release contains the entire agreement between the parties hereto and that the terms of the Release are contractual and not a mere recital.

The parties further agree that the release and settlement of this claim is not an admission by the CITY OF PEORIA regarding the interpretation or implementation of the statutory provisions of the PSEBA benefits as set forth in 820 ILCS 32/1, *et al.* The parties agree that the release and settlement of this claim is not to be considered a precedent or past practice for any other PSEBA matters that may come before the respective Pension Boards or the CITY OF PEORIA.

Dated this 20 day of September, 2022.



TIMOTHY WIGHT



This document is now complete.

CLOSE

STATE OF ILLINOIS)
)
COUNTY OF PEORIA)

On this 21 day of September, 2022, before me personally appeared TIMOTHY WIGHT, the subscriber to me personally known and known to be the same person described in and who executed the foregoing instrument and who duly acknowledged to me that she executed the same.

Notary Public



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