

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

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

Internal# S0103132

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

**19WC030599**  
**20WC012724**  
**20WC012725**  
**20WC012726**  
Case# **20WC010236**

**Stacy Stear**  
Employee/Petitioner

v.

**City of Peoria**

Setting **Peoria**

Employer/Respondent

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.

**Stacy Stear**

Employee/Petitioner

**508 West Albany Avenue**  
Street address

**Peoria, IL 61604**  
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: **Female**

Marital status: **Single**

# Dependents under age 18: **0**

Birthdate: **2/9/1982**

Average weekly wage: **\$1,169.28**

Date of accident: **9/25/2019** Disputed; Additional Dates: **4/25/2020; 5/1/2020; 5/2/2020; 6/5/2020**

How did the accident occur? **Disputed; repetitive use**

What part of the body was affected? **Disputed; right arm, right elbow, right shoulder, thoracic spine, person-as-a-whole**

What is the nature of the injury? **Disputed; epicondylitis, cubital tunnel, thoracic outlet syndrome, nerve impingement**

The employer was notified of the accident **orally and in writing.** Return-to-work date: **4/23/20**

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 initially returned to work on 4/23/20, but was formally released to regular duty without restrictions by Dr. James Williams on 11/22/20.**

**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**

**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 accidents, the nature and extent of the alleged injuries, temporary total disability benefits, and the causal connection between the claimed accidents 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 \$77,984.30, which, when using Petitioner's permanent partial disability rate of \$701.57, represents approximately 15% loss of use of the right arm under Section 8(e)(10) and 14.6% loss of a person-as-a-whole under 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 September 25, 2019, April 25, 2020, May 1, 2020, May 2, 2020, and June 5, 2020 accidents and all claims for compensation arising out of any other accident involving the right arm, right elbow, right hand, right shoulder, thoracic spine, 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 accidents 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 these claims is not an admission of liability on the part of Respondent. Respondent further continues to dispute the compensability of these claims. 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 right arm, right elbow, right hand, right shoulder, thoracic spine, or person-as-a-whole injuries alleged to have arisen out of the aforementioned claimed accidents. Respondent further agrees to pay the outstanding and necessary medical expenses set forth in Petitioner's Arbitration Exhibit 10 related to Petitioner's alleged right arm, right elbow, right hand, right shoulder, thoracic spine, or person-as-a-whole injuries, which were incurred prior to the approval of this contract, in accordance with the fee schedule. 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>\$77,984.30</u></b>	
Deduction: Attorney's fees	<b><u>\$6,096.86</u></b>	
Deduction: Petitioner's costs	<b><u>\$7,500.00</u></b>	<b><u>costs attached</u></b>
Deduction: Other (explain)	<b><u>\$0.00</u></b>	
Amount employee will receive	<b><u>\$64,387.44</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, 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.

*/s/ Stacy Stear*  
Signature of petitioner

**Stacy Stear**  
Name of petitioner

**(309) 645-7783**  
Telephone number

**4/7/2023**  
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 Knoxville**

**Peoria, IL 61604**

Firm name and address

**(309) 681-1900**

Telephone number

**4/7/2023**

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

**4/10/2023**

Date

**Kevin Day**

Attorney's name

**Hasselberg Grebe Snodgrass Urban &  
Wentworth**

**401 Main Street**

**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**

**4/10/2023**

**By: /s/ Bradley Gillespie Arbitrator**