

JUL 17 2017

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

ATTENTION. Please type or print. Answer all questions. File four copies of this form. Attach a recent medical report.

Workers' Compensation Act Occupational Diseases Act Fatal case? No Yes Date of death N/A

Calvin D. Works

Employee/Petitioner

Case # 14 WC 007768, 14 WC 007769,
14 WC 007770

v.

SPEED SEJA School District No. 802

Employer/Respondent

Setting Chicago

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.

Calvin D. Works

Employee's name

541 South Greenwood Ave., Kankakee, IL 60901

Street address

City, State, Zip code

SPEED SEJA School District No. 802

Employer's name

1125 Division Street

Street address

Chicago Heights, IL 60411

City, State, Zip code

State Employee? Yes No Male Female Married Single

Dependents under age 18 1 Birthdate 6/23/1988 Average weekly wage \$ 250.82

Date of accident 3/28/2013 & 09/10/2013 & 10/10/2013

How did the accident occur? Interactions with students

What part of the body was affected? Right Leg/Knee

What is the nature of the injury? Right knee arthroscopy with ACL reconstruction using bone-patella tendon-bone autograft, medial meniscal repair, lateral meniscal repair.

The employer was notified of the accident orally in writing Return-to-work date N/A

Location of accident Chicago Heights, IL Did the employee return to his or her regular job? Yes 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 sought alternative employment elsewhere

TEMPORARY TOTAL DISABILITY BENEFITS: Compensation was paid for 0 weeks at the rate of \$ 250.82/week.

The employee was temporarily totally disabled from N/A through N/A. **Please see terms of settlement.**

MEDICAL EXPENSES: The employer has 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 N/A regarding

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

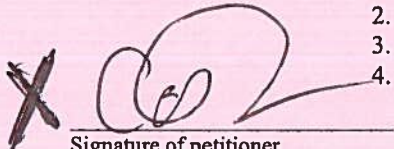
TERMS OF SETTLEMENT: Attach a recent medical report signed by the physician who examined or treated the employee.

Please see attached rider.

Total amount of settlement \$ 24,428.08
Deduction: Attorney's fees \$ 4,885.61
Deduction: Medical reports, X-rays \$ _____
Deduction: Other (explain) \$ 76.47 (medical records)
Amount employee will receive \$ 19,466.00

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:

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.

X 

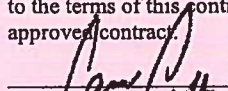
Signature of petitioner Calvin D. Works Name of petitioner (please print) 815-549-0051 Telephone number 04/29/17 Date

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.

 7/6/17 Date

Signature of attorney Ellis M. Sostrin #491 Attorney's name and IC code # (please print) Sostrin and Sostrin, P.C. Firm name 33 W. Monroe St., Suite 1510 Street address Chicago, IL 60603 City, State, Zip code 312-346-3580 Telephone number esostrin@sostrinlaw.com E-mail address

RESPONDENT'S ATTORNEY. I attest that any fee petitions on file with the IWCC have been resolved. 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.

 6/14/2017 Date

Signature of attorney or agent Carol A. Cesaretti #5074 Attorney's name and IC code # or agent (please print) Quintairos, Prieto, Wood & Boyer, P.A. Firm name 233 S. Wacker Drive, 70th Floor Street address Chicago, IL 60606 City, State, Zip code 312-566-0040 Telephone number ccesaretti@gpwblaw.com E-mail address BerkleyNet (as to 3/28/14 accident only) Name of respondent's insurance or service company (please print)

RESPONDENT'S ATTORNEY. I attest that any fee petitions on file with the IWCC have been resolved. 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.

Signature of attorney or agent J. Jason Coggins #560 Attorney's name and IC code # or agent (please print) Wiedner & McAuliffe Firm name One North Franklin Street, Suite 1900 Street address Chicago, IL 60606 City, State, Zip code 312-855-1105 Telephone number jicoggins@wmlaw.com E-mail address LM Insurance Corporation (as to 10/10/13 accident only) Name of respondent's insurance or service company

RESPONDENT'S ATTORNEY. I attest that any fee petitions on file with the IWCC have been resolved. 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.

Signature of attorney or agent Eric S. Grodsky #5544 Attorney's name and IC code # or agent (please print) Hauser Izzo, LLC Firm name 19730 Governors Highway - Suite 10 Street address Flossmoor, IL 60422 City, State, Zip code 708-799-6766 Telephone number egrodsky@hauserizzo.com E-mail address SPEED SEJA School District No. 802 (as to 9/10/13 and 10/10/13 accidents only) Name of respondent's insurance or service company (please print)

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.

BEFORE THE ILLINOIS WORKERS' COMPENSATION COMMISSION

Calvin D. Works,)	
)	
Petitioner.)	
)	
vs.)	No. 14 WC 007768, 14 WC 007769,
)	14 WC 007770
SPEED SEJA School District No. 802,)	
)	
Respondent.)	

RIDER

As further described herein, Respondents BerkleyNet, SPEED SEJA School District No. 802 ("the School District"), and LM Insurance Corporation agree to pay and Petitioner to accept \$24,428.08 plus other good and valuable consideration, in full and final settlement of all claims under the Workers' Compensation Act for injuries allegedly incurred on or about March 28, 2013, September 10, 2013 and October 10, 2013 including any results, developments or sequelae, fatal or non-fatal, allegedly resulting from such accidental injuries. Issues exist as to whether these injuries are compensable and as to their nature and extent, and this settlement is made to settle these issues. The parties hereby stipulate and agree this settlement includes liability for temporary total compensation, temporary partial disability, permanent partial disability, maintenance past and future, and all medical, surgical and hospital expenses of whatever nature and kind, incurred or to be incurred allegedly resulting from the accidental injury, submitted to the Respondents prior to the date of contract approval. Review under Section 19(h) and 8(a) is waived by the parties. Respondents retain its rights to recovery and/or reimbursement under Section 5(b) of the Act.

Petitioner stipulates that during the time he worked for the insured, he suffered no work injuries or conditions other than those settled herein. The parties stipulate that payment as stated herein to Petitioner extinguishes all claims he has now, or may in the future discover regarding job-related injuries, actual or alleged, sustained during his employment to the date of petitioner's signature on this contract with respondents.

It is not the intention of the parties to shift responsibility of future medical benefits to the Federal Government. Petitioner is not on Social Security Disability and is not otherwise Medicare eligible and petitioner has a good faith belief that he/she shall not need to apply for Social Security Disability benefits within the next 6 months and as such, petitioner does not reasonably expect to be eligible for Medicare within the next thirty months. This settlement does not meet any Medicare review threshold. In resolving this matter, the parties have taken into

consideration the potential for any future related medical expenses and have considered the interests of Medicare. Petitioner stipulates and agrees that he does not anticipate the need for further medical care or treatment related to any alleged injury which may be the subject matter of this claim whether disputed or undisputed. Under the circumstances, the parties hereto reasonably believe and agree that the petitioner will not require any Medicare-covered treatment related to this claimed workers' compensation injury as there is no anticipated future industrial medical care that would occur at a time when the applicant will be entitled to Medicare. Petitioner as further inducement to respondent entering into this settlement stipulates and agrees that he has not applied for Medicaid benefits or Supplemental Security Income (SSI) benefits.

The facts of the case demonstrate that petitioner is being compensated for 35% loss of use of the right leg at a \$250.82 PPD rate or approximately \$18,874.21 and past due TTD from November 21, 2013 to April 25, 2014 at a \$250.82 TTD rate or approximately \$5,553.87. There is no evidence that the parties are attempting to maximize the other aspects of the settlement (i.e., the lost wages and disability portion of the settlement) to Medicare's detriment. Petitioner has not received medical attention for his claimed injury since April 24, 2014; and the petitioner's treating physicians conclude that to a reasonable degree of medical certainty the petitioner has reached maximum medical improvement, full duty without restrictions. A copy of said physicians conclusion is attached hereto and made a part hereof Marked as Exhibit 1.

There are disputed questions of law and fact concerning the claim for injuries allegedly sustained by petitioner on or about March 28, 2013, September 10, 2013 and October 10, 2013. In order to avoid further litigation and solely as a purchase of peace between the parties, the parties hereto have agreed to compromise, adjust and to settle any and all claims for benefits under the Workers' Compensation Act arising out of the claimed incident. This settlement represents 35% loss of use of the right leg at a \$250.82 PPD rate or approximately \$18,874.21 and past due TTD from November 21, 2013 to April 25, 2014 at a \$250.82 TTD rate or approximately \$5,553.87. Respondents are hereby released, acquitted and discharged from any and all liability under the Workers' Compensation Act in any way arising out of the occurrences reflected herein. The lump sum payments referred to herein are made solely to terminate the litigation. Respondents dispute that the Petitioner has a valid claim for any disability or benefits resulting from the occurrence referred to herein and respondent's denial includes question of law and fact other than nature and extent of the claimed injuries and the disabilities allegedly resulting therefrom.

As to the March 28, 2013 Work Related Accident and Respondent BerkleyNet

The parties hereby stipulate and agree that Respondent BerkleyNet, represented by Quintairos, Prieto, Wood & Boyer, Inc. shall pay \$1,619.79 of the \$24,428.08 settlement to Petitioner in full and final settlement of all claims for injuries and aggravations thereof resulting from Petitioner's accidental injuries described herein occurring on March 28, 2013. Petitioner

stipulates that there are, or may be, bills regarding care and treatment which remain, or may remain unpaid in whole or in part. The parties hereby stipulate and agree that Respondent, BerkleyNet, represented by Quintairos, Prieto, Wood & Boyer, Inc., shall be liable for any and all necessary, related, and reasonable medical expenses from the date of loss of March 28, 2013, pursuant to fee schedule or any other negotiated rates whichever is lower, submitted to the Respondent prior to the date of contract approval. The parties further stipulate and agree Petitioner will be solely and exclusively liable for any and all medical expenses not submitted to the Respondent Berkley Net prior to the date of contract approval and for any and all medical expenses after the date of MMI of April 3, 2013 for the first related injury.

As to the September 10, 2013 and October 10, 2013 Work Related Accidents and Respondent School District

The parties hereby stipulate and agree that Respondent School District, represented by Hauser Izzo, LLC shall pay \$12,208.29 of the \$24,428.08 settlement to Petitioner in full and final settlement of all claims for injuries and aggravations thereof resulting from Petitioner's accidental injuries described herein. Petitioner stipulates that there are, or may be, bills regarding care and treatment which remain, or may remain unpaid in whole or in part. The parties hereby stipulate and agree that Respondent, Speed S.E.J.A. 802 School District, represented by Hauser Izzo, LLC shall be liable for any and all necessary, related, and reasonable medical expenses from the dates of loss of September 10, 2013 and October 10, 2013 pursuant to fee schedule or any other negotiated rates whichever is lower, submitted to the Respondent School District prior to the date of contract approval, in an amount not to exceed \$16,316.03. The parties further stipulate and agree Petitioner will be solely and exclusively liable for any and all medical expenses not submitted to the Respondent prior to the date of contract approval and for any and all medical expenses after the date of MMI of April 24, 2014 for the second work related injury. This Respondent, the School District, represented by Hauser Izzo, LLC agrees to hold harmless, indemnify and defend the Petitioner and attorneys and any of their agents, from any cause of action, including but not limited to an action to recover or recoup group healthcare benefits paid by Blue Cross Blue Shield up to \$24,753.94, if a claim is made by Blue Cross Blue Shield to seek reimbursement.

As to the October 10, 2013 Work Related Accident and Respondent LM Insurance Corporation

The parties hereby stipulate and agree that Respondent LM Insurance Corporation, represented by Wiedner & McAuliffe shall pay \$10,000.00 of the \$24,428.08 settlement to Petitioner in full and final settlement of all claims for injuries and aggravations thereof resulting from Petitioner's accidental injuries described herein occurring on October 10, 2013. LM Insurance Corporation shall have no further workers' compensation liability whatsoever and shall have no responsibility or liability relating to the March 28, 2013 and September 10, 2013

work related accidents. These matters have been disputed since their inception and no medical or indemnity payments have been made by Respondent LM Insurance Corporation. The consideration for this settlement represents the full measure of Respondent LM Insurance Corporation's liability under the Illinois Workers' Compensation Act. The parties further stipulate and agree that Respondent LM Insurance Corporation shall not be responsible for any medical expenses and that Petitioner or Respondent, School District, represented by Hauser Izzo, LLC, will be solely and exclusively liable for any and all medical expenses for the October 10, 2013 date of accident pursuant to fee schedule or any other negotiated rates whichever is lower, submitted to the Respondent School District prior to the date of contract approval, in an amount not to exceed \$16,316.03.

Since issues regarding liability for medical expenses, temporary total disability benefits, medical treatment, vocational rehabilitation, maintenance benefits, and permanency benefits remain in dispute, it is mutually understood and agreed that this is a compromise settlement of a disputed claim, a purchase of peace to avoid litigation. This settlement represents a compromised resolution between the parties to include any claim for benefits under Sections 8(a), 8(d)2, 8(d)1, 8(f) and any claim for disputed TTD and medical benefits, past and future, all of which remain Petitioner's responsibility. It is further understood and agreed that this is a final and complete settlement and release and Petitioner can at no future time recover any further compensation or benefits under the Workers' Compensation Act of Illinois by reason for this accident. All rights for review under Sections 19(h) and Section 8(a) are hereby expressly waived except that the parties specifically recognize that Respondent LM Insurance Corporation shall maintain its Section 5(b) lien interests.

LM Insurance Corporation filed a Complaint for Declaratory Judgment in the Circuit Court of Cook County, Case No. 14 CH 4394 (the "Coverage Action"), against Petitioner and Respondent, School District, disputing any and all coverage or liability for workers' compensation benefits under a workers' compensation and employers' liability policy of insurance it issued to B & R Insurance Partners, LLC (the "Policy") that was allegedly in effect for the October 10, 2013 work related accident date only. The Policy was not in effect, and did not cover, Respondent School District for the March 28, 2013 and September 10, 2013 work related accidents. The Coverage Action is currently in litigation in the Circuit Court of Cook County. LM Insurance Corporation has denied and continues to deny coverage under the Policy for Petitioner's alleged accident and above-captioned workers' compensation claim and denies and continues to deny that it is responsible for defending or indemnifying Respondent School District, in relation to Petitioner's workers' compensation claim. The settlement and any and all payments made by LM Insurance Corporation in connection with Petitioner's October 10, 2013 accident and claim are under a reservation of rights and are without prejudice to LM Insurance Corporation's position in the Coverage Action that the Policy does not provide coverage for Petitioner's alleged accident and claim. LM Insurance Corporation reserves the right to seek reimbursement from B & R Insurance Partners, LLC for any and all benefits paid to or on behalf

of Petitioner in connection with the above-captioned workers' compensation claim. As part of the settlement, Petitioner agrees to suspend any further participation in the Coverage Action and cease any opposition to LM Insurance Corporation's declaratory judgment action. Petitioner and his attorneys will not take the position that the settlement of the workers' compensation case affects the declaratory judgment action. LM Insurance Corporation does not agree to settle the Coverage Action and maintains its right to continue to litigate the Coverage Action at this time to obtain a ruling that no coverage exists for this claim. LM Insurance Corporation agrees not to seek reimbursement from Petitioner or his attorneys for any payments made in connection with the above-captioned workers' compensation claim.

Petitioner waives any and all rights to penalties under Section 19(g), 19(k), 19(l) and Section 16 of the Act.

Petitioner has read and understands all terms of this agreement and enters into this agreement voluntarily and without duress of any type from any party.

Provisions of this agreement are severable and, if any part is found to be unenforceable, the remaining clauses shall remain valid and enforceable. This severability clause shall survive the termination of any arrangements contained herein.

The Petitioner and his attorney acknowledge that this settlement agreement is contingent upon this contract being signed by Petitioner and being submitted to the arbitrator for approval within thirty (30) days of their receipt by Petitioner's legal representative.

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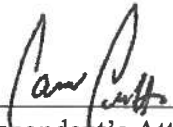
Petitioner
Calvin Works

06-29-17
Date

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Petitioner's Attorney
Ellis Sostrin
Sostrin & Sostrin

7/6/17
Date



Respondent's Attorney
For BerkleyNet
Carol A. Cesaretti
Quintairos, Prieto, Wood & Boyer, P.A.

6/14/17

Date

Respondent's Attorney
For SPEED SEJA School District No. 802
Eric S. Grodsky
Hauser Izzo, LLC

Date

Respondent's Attorney
For LM Insurance Corporation
J. Jason Coggins
Wiedner & McAuliffe

Date