

AUTHORIZING THE EXECUTION OF A WORKERS' COMPENSATION LUMP SUM PETITION AND ORDER IN THE AMOUNT OF \$67,558.75 (JAMES SIETSEMA).

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City's Special Counsel for Workers' Compensation claims recommends the approval of a lump sum settlement of the pending workers' compensation claim of James Sietsema in the total amount \$67,338.75 (the "Settlement"); and

WHEREAS, the City's corporate authorities find that approving the Settlement is in the City's best interests for the protection of the public health, safety, and welfare; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The recitals to this resolution are adopted and incorporated herein as Section One to this Resolution.

SECTION 2: The City's corporate authorities approve, authorize, and direct the City Manager or designee to execute the Settlement and perform such acts which may be necessary to effect the Settlement, subject to and contingent upon the Illinois Workers' Compensation Commission's approval of the Settlement.

SECTION 3: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the City's corporate authorities' intent that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 26th day of September 2022 and approved by me as Mayor on the same day. Passed by a 6-0-2 roll call vote under the Consent Agenda. Aye: Larson, Smith, McAdams, Verbic, Faivre, Barnes. Nay: None. Absent: Morris, Perkins.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

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

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

Internal# S0069791

Workers' Compensation Act **Yes**

Occupational Diseases Act **No**

Fatal case? **No**

Date of death

JAMES SIETSEMA

Employee/Petitioner

v.

CITY OF DEKALB

Employer/Respondent

18WC012366

19WC037139

Case# **21WC005980**

Setting **Geneva**

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.

James Sietsema

Employee/Petitioner

[REDACTED]

Street address

[REDACTED]

City, State, Zip code

City of Dekalb

Employer/Respondent

200 South Fourth Street

Street address

DeKalb, IL 60115

City, State, Zip code

State employee? **No**

Gender: **Male**

Marital status: **Married**

Dependents under age 18: **0**

Birthdate: [REDACTED]

Average weekly wage: \$ [REDACTED]

Date of accident: **9/27/2017** **12/10/19**, **02/10/21**

How did the accident occur? **Petitioner was working on a truck (9/27/17); Petitioner was tearing out carpet (12/10/19); Petitioner was removing a grate cover (2/10/21)**

What part of the body was affected? [REDACTED]

What is the nature of the injury? [REDACTED]

The employer was notified of the accident **orally.**

Return-to-work date: **03/10/20**

Location of accident: **Dekalb**

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.

TEMPORARY TOTAL DISABILITY BENEFITS: Compensation was paid for **Multiple** weeks at the rate of [REDACTED]/week.

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

From	Through
<u>Multiple</u>	<u>Multiple</u>

Notes regarding temporary total disability benefits:

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

Respondent agrees to pay only the following medical bills: Kishwaukee Hospital Northwestern Medicine for DOS 11/24/17; Northern Rehabilitation and Sports Medicine for DOS 2/19/21-5/3/21; and Northwestern Medicine for DOS 6/14/21. The aforementioned bills shall be paid pursuant to the Fee Schedule, or negotiated rate, whichever is lower. Respondent also agrees to indemnify and hold petitioner harmless for a Blue Cross Blue Shield lien related to the accepted right arm treatment totaling [REDACTED]. All other medical bills and/or liens are expressly denied.

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 to pay and petitioner to accept \$67,558.75 in full and final settlement of any and all claims under the Illinois Workers' Compensation and Occupational Disease Acts for all accidental injuries allegedly incurred as described herein and including any and all results or developments, fatal or non-fatal, allegedly resulting from such accidental injuries. Issues exist between the parties as to whether petitioner has incurred injuries to the degree alleged and whether or not such injuries are compensable, and this settlement is made to amicably settle all issues. This settlement includes liability for TTD, TPD, PPD, maintenance and all medical, surgical, and hospital expenses, past or future, for all of which petitioner expressly assumes responsibility. All rights under §§8(a), 16, and 19(h) of the Act are expressly waived by the parties. Respondent specifically reserves and does not waive any rights to reimbursement pursuant to Section 5 of the Illinois Workers' Compensation Act as part of and as additional consideration for this settlement. This settlement is based on petitioner's present condition and specifically includes any other accident, injury, aggravation, repetitive trauma, or other onset of symptoms related to petitioner's 9/27/2017, 12/10/19, 2/10/21 dates of injury to the date of this settlement. This settlement is made to end all litigation between the parties. The petitioner asserts that he/she has not applied for, is not eligible for, and is not currently receiving Medicare, and that he/she has not applied for, is not eligible for, and is not currently receiving SSDI benefits. Respondent will not pay interest on any unpaid medical bills. No interest is due for any medical treatment pursuant to Section 8.2 (d). This settlement represents: 15% loss of use of the man as a whole (75 weeks at \$767.45 or \$57,558.75) for the accepted, right shoulder injury, plus an approximate 2.6% loss of use of the man as a whole (approximately 13.03 weeks at \$767.45 or \$10,000.00) for the disputed, left shoulder/left hand conditions. After attorney's fees of \$13,511.73, expenses of \$379.95, and reimbursement of group health insurance subrogation in the amount of \$2,056.32, and payments of medical balances in the amount of \$111.67, the Petitioner will receive \$51,498.98 representing payment of \$152.18 per month based upon 338.4 months of life expectancy of the Petitioner determined by the U.S. Department of Health and Human Services Centers for Disease Control and Prevention, National Center for Health Statistics, 2019; Vol 70; No.19; (3/22/22).

Total amount of settlement	<u>\$67,558.75</u>	
Deduction: Attorney's fees	<u>\$13,511.73</u>	
Deduction: Medical reports, X-rays	<u>\$379.95</u>	
Deduction: Other (explain)	<u>\$2,167.99</u>	<u>BCBS Subrogation in the amount of</u>
		<u>\$2,056.32;</u>

ITx Healthcare bill in the amount of
\$111.67.

Amount employee will receive

\$51,499.08

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.

Signature on File

Signature of petitioner

James Sietsema

Name of petitioner

[REDACTED]

Telephone number

9/1/2022

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/ Margie Komes Putzler

Signature of attorney

Margie Komes Putzler

Attorney's name

TURNER LAW GROUP LLC

107 W EXCHANGE ST

SYCAMORE, IL 60178

Firm name and address

8158952131

Telephone number

9/1/2022

Date

00657

IWCC Code #

mkomes@turnersackett.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/ Nicole Breslau

Signature of attorney

Nicole Breslau

Attorney's name

RUSIN & MACIOROWSKI LTD

8/30/2022

Date

00507

IWCC Code #

10 S RIVERSIDE PLAZA
SUITE 1925
CHICAGO, IL 60606

Firm name and address

(312) 454-5110

Telephone number

City of Dekalb/CCMSI

Name of respondent's insurance or service company

nbreslau@rusinlaw.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**

9/2/2022

By: /s/ Gerald Granada Arbitrator