
AUTHORIZING THE EXECUTION OF A WORKERS' COMPENSATION LUMP SUM PETITION AND ORDER (RODGERT NEUMANN).

WHEREAS, the City of DeKalb is a home-rule municipal corporation; and

WHEREAS, the City employs a variety of persons in a range of capacities and, from time to time when any such employee is injured in the line of duty, the City is responsible for certain claims and liabilities, and the City Council wishes to authorize execution of a lump sum petition and order relating to resolution of a Workers' Compensation claim and further finds that such action is necessary and appropriate, and that the conditions attached thereto protect the public health, safety, welfare and morals;

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

The City Manager or designee is authorized and directed to execute a lump sum petition and order, substantially in the format attached hereto as Exhibit A, subject to such revisions acceptable to the City Manager, and is thereafter directed to adhere to the obligations of such order (once approved by an arbitrator), and to pay all sums and take all actions contemplated therein.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 14th day of September, 2015 and approved by me as Mayor on the same day. Passed by Omnibus roll call vote of 8-0 on the Consent Agenda. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, O'Leary, Rey. Nay: None. Absent: None.

ATTEST:

JENNIFER JELLY JOHNSON, City Clerk

JOHN A. REY, Mayor
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 ______

RODRIGER NEUMANN
Employee/Petitioner

v.

CITY OF DEKALB
Employer/Respondent

Case # 15 WC 012114
Setting Geneva—Hegarty

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.

Rodger Neumann
Employee's name

City of DeKalb
Employer's name

Street address

City, State, Zip code

200 South 4th Street
Street address

DeKalb, IL 60115

Date of accident June 29, 2012

How did the accident occur? Lifting sand bags onto tarp to secure down a salt pile.

What part of the body was affected? Lumbar back; right leg/knee and right foot.

What is the nature of the injury? Internal derangement to lumbar back; right knee compressive peroneal neuropathy.

The employer was notified of the accident orally ☐ in writing ☑ .

Return-to-work date November 19, 2012

Location of accident DeKalb, 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.

TEMPORARY TOTAL DISABILITY BENEFITS: Compensation was paid for 20 weeks at the rate of $full salary pursuant to PEDA/week.

The employee was temporarily totally disabled from 6/30/12 through 11/18/12

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

Kishwaukee Community Hospital: $6,064.72; KishHealth System Physician Group: $15.00

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:**
Respondent to pay and Petitioner to accept $58,000.00 in full and final settlement of any and all claims under the Workers' Compensation Act or otherwise for accidental injuries allegedly incurred as described hereinbefore as occurring on or about June 29, 2012, and including any and all results, developments, or sequela, fatal or non-fatal resulting or allegedly resulting from such accidental injuries. Issues exist between the parties as to whether the Petitioner has incurred injuries to the degree alleged and whether or not such injuries are compensable, and this settlement is made to amicably settle these issues. The settlement includes liability for temporary total compensation and all medical, surgical and hospital expenses incurred or to be incurred or allegedly resulting from said accidental injury, for all of which the Petitioner expressly assumes responsibility, except as otherwise stated in these terms of settlement. Respondent agrees to pay the reasonable, related and necessary medical bills for treatment incurred prior to settlement only, pursuant to the medical fee schedule. Review under Section 19(h) and (i) is expressly waived by the parties hereto. The settlement represents approximately twenty-four and 82/100 percent (24.82%) of a right leg (53.36 weeks at $695.78 = $37,126.60), and approximately six percent (6%) of a man as a whole (30 weeks at $695.78 = $20,873.40). Respondent shall pay unpaid medical directly to the medical providers pursuant to the fee schedule as follows: Kishwaukee Community Hospital $5,094.72, Kish Health System Physician Group $15,000.00, and Respondent agrees to hold Petitioner harmless therefrom. Respondent agrees to indemnify and hold harmless the Petitioner for the $57,500 paid by Respondent's group health insurance to Kish Health System Physician Group. The Petitioner asserts that he has not applied for and is not currently receiving Medicare, that he has not applied for and is not currently receiving SSDI, and that he is not classified by Medicare as having a "reasonable expectation of Medicare enrollment within 30 months."

**Total amount of settlement** $58,000.00
**Deduction: Attorney's fees** $11,600.00
**Deduction: Medical reports, X-rays** $214.47
**Deduction: Other (explain)** $0.00
**Amount employee will receive** $46,185.53

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**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.

![Signature of petitioner]
Rodger Neumann
Name of petitioner (please print)

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**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.

![Signature of attorney]
Marjie Komes Putzler #657
Attorney's name and IC code # (please print)

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**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]
Dean M. Frieders, Esq
Attorney's name and IC code # or agent (please print)

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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.