

**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 \_\_\_\_\_

**Tracy Heusinkveld**

Employee/Petitioner

Case # **17 WC 032900**

v.

**City of Naperville**

Employer/Respondent

Setting **WHEATON**

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.

**Tracy Heusinkveld**                      **2970 Shetland**                      **Montgomery IL 60538**  
Employee's name                                      Street address                                      City, State, Zip code

**City of Naperville**                      **400 S. Eagle Street**                      **Naperville, IL 6054**  
Employee's name                                      Street address                                      City, State, Zip code

State Employee? Yes  No       Male  Female       Married  Single

# Dependents under age 18 0      Birthdate 10/21/1967      Average weekly wage \$ 1912.73

Date of accident 04/08/2017

How did the accident occur? MVA

What part of the body was affected? Whole body

What is the nature of the injury? Mental Stress

The employer was notified of the accident orally  in writing       Return-to-work date 10/23/2017

Location of accident Naperville, 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 \_\_\_\_\_ weeks at the rate of \$ \_\_\_\_\_ /week.

The employee was temporarily totally disabled from N/A through N/A

**MEDICAL EXPENSES:** The employer has  has not  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 \$ 0.00 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 \_\_\_\_\_ regarding

TTD 0      Permanent disability N/A      Medical expenses 0      Other 0

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

Total amount of settlement \$ 140,000.00  
Deduction: Attorney's fees \$ \_\_\_\_\_  
Deduction: Medical reports, X-rays \$ \_\_\_\_\_  
Deduction: Other (explain) \$ \_\_\_\_\_  
Amount employee will receive \$ \_\_\_\_\_

**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.

**Tracy Heusinkveld**

Signature of petitioner	Name of petitioner (please print)	Telephone number	Date
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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.

**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.

**12/18/2018**

Signature of attorney	Date
<b>Adam J. Burnett, #0276</b>	
Attorney's name and IC code # (please print)	
<b>Burnett and Caron, Ltd,</b>	
Firm name	
<b>1776 Legacy Circle, Suite 116</b>	
Street address	
<b>Naperville, IL 60563</b>	
City, State, Zip code	
<b>630-355-8686</b>	<b>ajb@burnettcaron.com</b>
Telephone number	E-mail address

Signature of attorney or agent	Date
<b>Kristen Foley #5487</b>	
Attorney's name and IC code # or agent (please print)	
<b>City of Naperville</b>	
Firm name	
<b>400 S. Eagle Street</b>	
Street address	
<b>Naperville, IL 60540</b>	
City, State, Zip code	
<b>630-305-5280</b>	<b>FoleyK@naperville.il.us</b>
Telephone number	E-mail address
<b>Self Insured</b>	
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.

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

	)	
Employee/Petitioner	)	
v.	)	Case # 17 WC 32900
	)	
City of Naperville	)	
Employer/Respondent)	)	

**SETTLEMENT CONTRACT RIDER  
 TERMS OF SETTLEMENT**

Petitioner hereby agrees to accept a lump sum in the amount of one hundred forty thousand dollars (\$140,000), in full, final, and complete settlement of any and all claims and compensation the Petitioner has against the Respondent under the Illinois Workers' Compensation Act ("Act") for all accidental injuries allegedly incurred as a result of the April 8, 2017 incident including mental health issues and physical injuries occurring prior to the approval of this contract and including any and all results, developments or sequelae, fatal or not fatal, medical benefits, temporary total disability, and permanent partial disability, allegedly resulting from such accidental injuries. Respondent will pay Petitioner's medical expenses that (1) were incurred prior to the approval of the contract, (2) concern Petitioner's mental health and physical injuries and (3) are causally related to the April 8, 2017 work injury.

Respondent denies that Petitioner has incurred any injuries to the degree alleged and that any such injuries are compensable and this settlement is only made to amicably resolve disputed issues so as to avoid further litigation. Respondent denies that Petitioner is unable to return to her pre-accident position as a patrol officer for the City of Naperville. This settlement resolves disputes concerning temporary total disability and permanent partial disability compensation, as well as all medical, surgical, and hospital expenses resulting from the said accidental injuries. Respondent is hereby released, acquitted, and discharged from any and all liability under the Act, in any way arising out of the alleged accidental occurrences herein.

Petitioner acknowledges and agrees that as consideration for the payment herein, she will voluntarily retire from the Naperville Police Department and is eligible to collect her regular police pension benefits, and she will not apply for any duty disability or non-duty police pension, and shall not apply for any PSEBA benefits. Petitioner agrees she shall not reapply for any position within the City of Naperville.

Petitioner represents that she is not currently a Medicare beneficiary and is not otherwise Medicare eligible nor is he receiving or has he applied for Social Security Disability or Retirement benefits. Petitioner further represents that she has not applied for Social Security benefits and does not anticipate applying for benefits in the next six (6) months nor does she have a reasonable expectation of Medicare entitlement in the next thirty (30) months.

The submission of this contract is contingent upon approval of the lump sum petition which is a part hereof and all rights of review under Sections 8(a), 19(h) and 4(c) of the Act are expressly waived. By entering into this agreement, Respondent does not waive and in fact reserves any and

all of its rights under Section 5 of the Act. This lump sum settlement represents a 35.41% loss of a man-as-whole under Section 8(d)(2) of the Act.

\_\_\_\_\_  
Tracy Heusinkveld, Petitioner

Date

\_\_\_\_\_  
Kristen Foley, Respondent's Attorney

\_\_\_\_\_  
Adam Burnett, Petitioner's Attorney