STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

BEFORE THE ILLINOIS WORKERS' COMPENSATION COMMISSION

Hector Beltran,
Petitioner,

vs.

Morton's of Chicago,
Respondent.

No. 14WC 30689
18IWCC 0263

ORDER

This matter comes before the Commission on its own Petition to Recall the Commission Decision to Correct Clerical Error pursuant to Section 19(f) of the Act. The Commission having been fully advised in the premises finds the following:

The Commission finds that said Decision should be recalled for the correction of a clerical/computational error.

IT IS THEREFORE ORDERED BY THE COMMISSION that the Commission Decision dated April 26, 2018, is hereby recalled pursuant to Section 19(f) of the Act. The parties should return their original decisions to Commissioner Charles J. DeVriendt.

IT IS FURTHER ORDERED BY THE COMMISSION that a Corrected Decision shall be issued simultaneously with this Order.

Charles J. DeVriendt

DATED: APR 27 2018
CJD/rc
049

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

☒ Affirm and adopt (no changes)	☐ Injured Workers' Benefit Fund (§4(d))
☐ Affirm with changes	☐ Rate Adjustment Fund (§8(g))
☐ Reverse	☐ Second Injury Fund (§8(e)18)
	☐ PTD/Fatal denied
☐ Modify	☒ None of the above

BEFORE THE ILLINOIS WORKERS' COMPENSATION COMMISSION

Hector Beltran,
Petitioner,
vs.

NO: 14WC 30689
18IWCC 0263

Morton's of Chicago,
Respondent,

CORRECTED DECISION AND OPINION ON REVIEW

Timely Petition for Review having been filed by the Petitioner herein and notice given to all parties, the Commission, after considering the issues of accident, causation, temporary total disability, medical, prospective medical, permanent partial disability, "Section 8A Lumbar Surgery", and being advised of the facts and law, affirms and adopts the Decision of the Arbitrator, which is attached hereto and made a part hereof.

IT IS THEREFORE ORDERED BY THE COMMISSION that the Decision of the Arbitrator filed September 13, 2016 is hereby affirmed and adopted.

IT IS FURTHER ORDERED BY THE COMMISSION that the Respondent pay to Petitioner interest under §19(n) of the Act, if any.

IT IS FURTHER ORDERED BY THE COMMISSION that the Respondent shall have credit for all amounts paid, if any, to or on behalf of the Petitioner on account of said accidental injury.

Bond for removal of this cause to the Circuit Court by Respondent is hereby fixed at the sum of $100.00. The party commencing the proceedings for review in the Circuit Court shall file with the Commission a Notice of Intent to File for Review in Circuit Court.

DATED: APR 27 2018

Charles J. DeVriendt

Joshua D. Luskin

L. Elizabeth Coppoletti

o042518
CJD/rc
049

ILLINOIS WORKERS' COMPENSATION COMMISSION
NOTICE OF 19(b) ARBITRATOR DECISION

BELTAN, HECTOR
Employee/Petitioner

Case# **14WC030689**

MORTON'S OF CHICAGO
Employer/Respondent

18IWCC0263

On 9/13/2016, an arbitration decision on this case was filed with the Illinois Workers' Compensation Commission in Chicago, a copy of which is enclosed.

If the Commission reviews this award, interest of 0.54% shall accrue from the date listed above to the day before the date of payment; however, if an employee's appeal results in either no change or a decrease in this award, interest shall not accrue.

A copy of this decision is mailed to the following parties:

5006 ROMAKER LAW FIRM
CHARLES P ROMAKER
211 W WACKER DR SUITE 1450
CHICAGO, IL 60606

0507 RUSIN & MACIOROWSKI LTD
JEFFREY T RUSIN
10 S RIVERSIDE PLZ SUITE 1925
CHICAGO, IL 60606

STATE OF ILLINOIS)
)SS.
COUNTY OF KANE)

☐ Injured Workers' Benefit Fund (§4(d))
☐ Rate Adjustment Fund (§8(g))
☐ Second Injury Fund (§8(e)18)
☒ None of the above

ILLINOIS WORKERS' COMPENSATION COMMISSION
ARBITRATION DECISION
19(b)

Hector Beltan
Employee/Petitioner

v.

Morton's of Chicago
Employer/Respondent

Case # 14 WC 30689

Consolidated cases: ___

18IWCC0263

An *Application for Adjustment of Claim* was filed in this matter, and a *Notice of Hearing* was mailed to each party. The matter was heard by the Honorable **Gerald Granada**, Arbitrator of the Commission, in the city of **Geneva**, on **August 17, 2016**. After reviewing all of the evidence presented, the Arbitrator hereby makes findings on the disputed issues checked below, and attaches those findings to this document.

DISPUTED ISSUES

A. ☐ Was Respondent operating under and subject to the Illinois Workers' Compensation or Occupational Diseases Act?
B. ☐ Was there an employee-employer relationship?
C. ☒ Did an accident occur that arose out of and in the course of Petitioner's employment by Respondent?
D. ☐ What was the date of the accident?
E. ☐ Was timely notice of the accident given to Respondent?
F. ☒ Is Petitioner's current condition of ill-being causally related to the injury?
G. ☐ What were Petitioner's earnings?
H. ☐ What was Petitioner's age at the time of the accident?
I. ☐ What was Petitioner's marital status at the time of the accident?
J. ☒ Were the medical services that were provided to Petitioner reasonable and necessary? Has Respondent paid all appropriate charges for all reasonable and necessary medical services?
K. ☒ Is Petitioner entitled to any prospective medical care?
L. ☒ What temporary benefits are in dispute?
☐ TPD ☐ Maintenance ☒ TTD
M. ☐ Should penalties or fees be imposed upon Respondent?
N. ☐ Is Respondent due any credit?
O. ☐ Other ___

FINDINGS

18IWCC0263

On the date of accident, **9/5/14**, Respondent ***was*** operating under and subject to the provisions of the Act.

On this date, an employee-employer relationship ***did*** exist between Petitioner and Respondent.

On this date, Petitioner ***did not*** sustain an accident that arose out of and in the course of employment.

Timely notice of this accident ***was*** given to Respondent.

Petitioner's current condition of ill-being ***is not*** causally related to the accident.

In the year preceding the injury, Petitioner earned **$24,031.28**; the average weekly wage was **$462.14**.

On the date of accident, Petitioner was years of age, ***single*** with dependent children.

Respondent ***has*** paid all reasonable and necessary charges for all reasonable and necessary medical services.

Respondent shall be given a credit of **$16,481.19** for TTD, $ for TPD, $ for maintenance, and **$2,500.00** for a PPD advance, for a total credit of **$18,981.19**.

Respondent is entitled to a credit of $ under Section 8(j) of the Act.

ORDER

Petitioner failed to meet his burden of proof with respect to the issue of accident. Therefore the claim for benefits is denied.

RULES REGARDING APPEALS Unless a party files a *Petition for Review* within 30 days after receipt of this decision, and perfects a review in accordance with the Act and Rules, then this decision shall be entered as the decision of the Commission.

STATEMENT OF INTEREST RATE If the Commission reviews this award, interest at the rate set forth on the *Notice of Decision of Arbitrator* shall accrue from the date listed below to the day before the date of payment; however, if an employee's appeal results in either no change or a decrease in this award, interest shall not accrue.

Signature of Arbitrator

9/12/16
Date

SEP 13 2016

18IWCC0263

FINDINGS OF FACT

This claim involves a Petitioner alleging injuries sustained while working for the Respondent on September 5, 2014. On that day, Petitioner claims he injured his low back, right leg and left leg when he fell off a ladder at work. (Arb. Exh. 2) Respondent disputes Petitioner's claims and disputes the following issues: 1) accident, 2) causation, 3) TTD, 4) medical expenses and 5) prospective medical care. (Arb. Exh. 1)

Prior Claim

Hector Beltran (hereinafter "Petitioner") testified that he began working for Morton's Steak House (hereinafter "Respondent") in August 2013. Prior to his employment with Respondent, Petitioner experienced injuries to his left knee and low back in October, 2011 for which he filed workers compensation claims against another employer. For this prior claim, he received treatment from Dreyer Medical Clinic, Nuestra Clinica, Dr. Freedberg, Dr. Chami and Dr. Salehi. His prior medical treatment included an MRI to his low back and left leg, followed by injections and then surgery to his left leg in January, 2012. Dr. Salehi had recommended an L5-S1 fusion for his back injury, which was scheduled in December, 2012. Petitioner ultimately opted against undergoing back surgery at that time and subsequently settled that case. Petitioner testified that he did not recall whether he was ever released from care from his prior treating physicians, or whether he was authorized to return to work relating to his low back condition. He also testified that his problems with his left leg and back had resolved and that he did not receive any further medical treatment for those conditions from 2012 through the date of his most recent accident on September 5, 2014.

Present claim

On September 5, 2014, Petitioner was employed by Respondent as a cook/prepper, whose job duties required that he stand all day without any breaks and also lift various heavy boxes weighing up to 50 pounds. Petitioner denied performing any cleaning type of activities, and indicated that he had never been asked to perform any type of cleaning job activities prior to September 5, 2014. He also denied any problems in terms of performing his job duties in relation to his left knee or low back condition. Petitioner testified that on that date he was working in a different capacity as a porter, which is essentially a cleaning position. He testified that he came in on his day off because the manager requested that he do so due to lack of other employee availability. Petitioner testified that he got in to work at around 8:00 am that day and that his alleged accident occurred around Noon.

Petitioner testified that on the date in question, he was on a step ladder and was trying to replace the filters in the fan above the stove that he had just cleaned. He testified that he was standing on the step ladder with his left leg and had his right foot on the stove, near a big pot full of water that is used to make soups. He described the ladder was about chest high and about 3-4 feet tall. Petitioner testified that he was on the third step when he fell. He testified that the third step was not the top step, and was uncertain as to how many more steps there were beyond the third step. Petitioner testified that he then slipped while standing on the ladder and landed backwards, directly striking his low back and buttocks on the ground. He testified that his left foot got caught in the step ladder. He testified that a large amount of water spilled onto the ground and he fell into the water. He denied having to change his clothes, but did

18IWCC0263

indicate that he was wet from the water. He testified that when he fell to the floor, he felt that his back cracked and he had immediate pain in the lumbar spine and left knee following this incident.

Petitioner testified that he provided the same exact history of his slip and fall, and subsequent injuries and complaints to all of his treating physicians.

After the accident, Petitioner testified that he continued to work and finished his shift. He indicated that he mopped up the water on the floor. At the end of his shift, he told his supervisor about his alleged injury.

Petitioner then sought medical treatment after his shift at Nuestra Clinica, with Dr. Gattas (Px . 1). Petitioner chose to treat at Nuestra Clinica, a location where he had previously treated at, because they speak Spanish. The September 5, 2014 Initial Evaluation Report indicates:

> He states that he had his foot on the stove and was trying to get his footing on a "salad maker", which was not too stable when he completely lost his balance. The patient states that he was trying not to fall completely and that in the process he twisted his back and felt a "crack", along with immediate pain. He states that when he landed, he landed in such a way that his knees also were in an awkward position, and he felt pain in both of them as well. (PX 1)

Petitioner went to therapy at Nuestra Clinica three days a week and continued to treat at Nuestra Clinica on a regular basis from September 2014 through February 2016. Petitioner testified that Dr. Gattas authorized Petitioner to remain off work (Px. 1).

Petitioner testified that he initially underwent an MRI for the lumbar spine and the right knee. No MRI of the left knee was done initially (Px. 2).

Petitioner testified he was referred to Dr. Dasgupta and he underwent an injection into the lumbar spine in October 2014 (Px. 3). Dr. Dasgupta's consultation note from October 1, 2014 indicates in its history section:

> He was attempting to put a new filter in an extractor. He states he had his foot on the stove and was trying to get his footing on the salad maker which was not too stable when he lost his balance. He states that he fell backwards catching his leg on the ladder that he had been using. He also twisted his back in the process and felt a pop along with immediate pain. He is having a somewhat difficult time recalling exactly where he landed but it sounds as though he did land in the buttock area after endorsing significant trauma to the knees as both his knees apparently got caught on the ladder as he was falling. (Px. 3)

On October 8, 2014, Petitioner saw Dr. Freedberg. (Px. 6). Dr. Freedberg's records provide the following history:

> Patient states he was placing some filters on shelves and he was on a ladder so he was able to reach. Patient is a cook and states in front of him…was a big pot with hot water to make soups and such for the day. Patient then slipped and one knee R landed on the floor while the other one was stuck on the ladder and twisted, L. Patient s[t]ates he fell into the floor the pot with hot water landed on him as well. Patient was able to get his other leg out of the ladder he was able to get up.

18IWCC0263

> Patient state he felt dizzy and he was picking everything up and cleaning up the water. Patient was asked if he was okay and he said he was fine and continued into his day. Patient states till later his supervisor came in and he told him what happened and he was having knee and back pain at the time. (PX 6)

Petitioner testified that he treated with Dr. Freedberg relating to his left knee condition and that he advised Dr. Freedberg as to his complaints relating to the lumbar spine as well. Per Dr. Freedberg's recommendation, Petitioner underwent an MRI of the left knee in October of 2014. Dr. Freedberg authorized petitioner to remain off work relating to the left knee condition from October 8, 2014 through December 2, 2015 (Px. 6). Petitioner testified that he eventually underwent left knee surgery with Dr. Freedberg on February 8, 2015 involving a left knee arthroscopy, medial meniscectomy and chondroplasty. (Px. 6). Petitioner testified that he continued to follow up and treat with Dr. Freedberg after his surgery, as well as with Dr. Gattas. Petitioner testified that he saw Dr. Freedberg approximately once a month following his surgery and was eventually released to return to work relating to his left knee condition by Dr. Freedberg as of December 2, 2015 (Px. 1; Px. 6).

Petitioner testified as to his referral to treat with a pain management physician, Dr. Visotsky, as well as Dr. Novoseletsky (Px. 3). Petitioner testified that he treated with them in June and August 2015 and underwent lumbar injections.

Petitioner testified that he was eventually referred to treat with a spinal specialist, Dr. McNally (Px. 6). Petitioner testified that he treated with Dr. McNally in September 2015. He underwent an updated MRI as well as an EMG study. On November 24, 2015, Dr. McNally recommended that Petitioner undergo surgery for his back (Px. 6). Petitioner testified that he wants to proceed with that surgery. Petitioner did testify that the surgery was not authorized.

Petitioner testified that he did undergo an IME with Dr. Walsh as of August 23, 2015 (Rx. 6). Dr. Walsh attributed Petitioner's condition of ill-being to pre-existing conditions that were not aggravated by Petitioner's alleged accident.

Petitioner complained that he continues to have pain in the low back, radiating pain down the buttock. He testified that due to this ongoing pain, he still wishes to pursue the surgical recommendation. He admitted that he has not treated with Dr. McNally since November 24, 2015. Petitioner testified that his last medical visit was with Nuestra Clinica in February 2016. He testified that he stopped treating there due to insurance coverage issues.

Testimony of Charles Johnson

Mr. Charles Johnson testified on behalf of the Respondent. He is employed at Morton's as the food and beverage manager and has been in that position for the last 30 years. Mr. Johnson testified that he does have some interaction with the Petitioner and acted in a manager/supervisory role. Mr. Johnson was aware of Petitioner's job duties and what Petitioner was required to do on a daily basis. Mr. Johnson was not Petitioner's direct supervisor, but on the alleged date of accident, Mr. Johnson was the manager in charge.

Mr. Johnson testified as to the events that occurred on September 5, 2014. On that day, Mr. Johnson was working in a different room preparing the food and beverage menu for the weekend. Mr. Johnson heard

18IWCC0263

have fallen from. But even putting Mr. Johnson's testimony aside, the initial medical records provide a history that is quite different from Petitioner's description of falling from a ladder.

As indicated above, Petitioner went to Nuestra Clinica on the day of the alleged accident. The history in the records from that same day indicate Petitioner lost his balance while stepping on a stove and a salad maker, and that Petitioner injured himself from twisting his back. And although Petitioner speaks Spanish, he testified that he went to Nuestra Clinica because they speak Spanish there – so presumably, the different accounts of what happened should not have been due to any language difference. The Arbitrator notes that in the initial medical record from Nuestra Clinica, there is no mention of the Petitioner falling from a ladder and that the account of events indicated in those records are clearly different from Petitioner's testimony. The mechanism of Petitioner's accident seems to change when he sees his next medical provider.

By the time Petitioner gets to see Dr. Dasgupta on October 1, 2014, the description of the accident has morphed to a fall from stepping onto a salad maker and stove and then falling onto a ladder where he got his leg caught. The record later indicates that both knees got caught in the ladder as Petitioner apparently landed on his buttocks when he fell. This third account of what allegedly happened to Petitioner on September 5, 2014 appears to be a variation of Petitioner's initial history at Nuestra Clinica and his testimony at trial. However, this third depiction is still at odds with Petitioner's testimony that he fell from a ladder.

And then there is another version of event contained in Dr. Freedberg's records. (PX 6) According to the history provided to Dr. Freedberg at Suburban Orthopedics on October 8, 2014, Petitioner claimed he was on a ladder when he slipped and his right knee landed on the floor while the left was stuck in the ladder and twisted. In this history, Petitioner claims that this right knee directly struck the ground and there is no mention of Petitioner directly striking his low back on the ground. Petitioner also claimed that a pot of hot water landed on him as well. This version of events does not mention the stove or salad maker.

The medical records all support the fact that the Petitioner had a pre-existing knee and back condition for which surgery had been recommended prior to the alleged date of accident in the present case.

Given these conflicting facts with regard to how the Petitioner allegedly injured himself, the Arbitrator concludes that the Petitioner failed to prove that he sustained an accident on September 5, 2014. Specifically, the Arbitrator finds that the Petitioner's testimony lacks credibility when weighed against the preponderance of the evidence. There are simply too many conflicts between the Petitioner's testimony and a bulk of the evidence for the Arbitrator to ignore. Accordingly, Petitioner's claim for benefits is denied.

2. Based on the Arbitrator's findings with regard to the issue of accident, all other issues are rendered moot.

18IWCC0263

a loud noise and thought it was sheet pans falling to the ground. Within about 15 seconds, Mr. Johnson testified that he looked to see where the sounds came from and saw the Petitioner standing up with a water on the ground. Mr. Johnson could not recall as to whether or not petitioner was wet, but acknowledged the large amount of water on the floor. Mr. Johnson testified that he did not observe the Petitioner in any pain and/or problems. He testified that the Petitioner did not provide any indication to him that he was injured and/or hurt. Mr. Johnson does not speak Spanish and did not have an in-depth conversation with the Petitioner due to the language barrier, but it was Mr. Johnson's testimony that the Petitioner did not allege any complaints of pain and in fact proceeded to mop up the floor due to all the water on the floor. Lastly, Mr. Johnson testified that there was no step ladder present in or around the area where Petitioner allegedly fell.

On cross examination, Mr. Johnson clarified that he was not a direct witness to the accident. Mr. Johnson again testified that it took him only 15 seconds following the alleged sounds that he heard to get to see where Petitioner was standing. Again, Mr. Johnson firmly concluded that there was no ladder present in and/or around the area where petitioner allegedly fell. Mr. Johnson did confirm that he does not speak Spanish and it was possible that any conversation and/or questions asked by Mr. Johnson to the Petitioner would be difficult for the Petitioner to interpret, given his lack of English ability. However, Mr. Johnson did testify that the Petitioner told him in "broken English" that he was going to mop the floor. Mr. Johnson did confirm that Petitioner mopped the floor.

Hector Beltran Rebuttal Testimony

After Mr. Johnson testified, the Petitioner was brought back to the witness stand to provide some testimony in response to Mr. Johnson's testimony. The Petitioner denied that Mr. Johnson responded to the sounds of the accident within 15 seconds. Petitioner indicated that it took him approximately 15 seconds to unhook his foot from the step ladder and then stand up. Petitioner testified that Mr. Johnson only saw him for about 2 or 3 seconds. Petitioner did admit that he was standing and was able to mop the floor after his alleged accident, even though he claimed that he had significant pain in his low back and left knee at that time. Petitioner also testified that he did not report any accident to Mr. Johnson as he did not know who Mr. Johnson was, even though testimony from Mr. Johnson clarified that he did have prior interactions with the Petitioner and did oversee his job activities and duties at times.

CONCLUSIONS OF LAW

1. With regard to the issue of accident, the Arbitrator finds that the Petitioner has failed to meet his burden of proof. Specifically, the Arbitrator finds the Petitioner's testimony lacks credibility in his claim of what allegedly happened on the date in question. This finding is supported by the testimony and the medical evidence. Petitioner testified with no uncertainty at the hearing that he fell while standing on a step ladder and that his left leg got caught in the ladder. He apparently fell approximately 3 to 4 feet and he landed on his back and experienced immediate pain to his knee and back. However, this account of events is questionable when taking into consideration the testimony of Mr. Johnson, who went out to the scene approximately 15 seconds after he head a loud sound and saw Petitioner standing near a puddle of water. Mr. Johnson did not see any step ladder and Petitioner made no complaints of pain or falling. The Arbitrator also notes that Mr. Johnson's testimony was confirmed by the February 4, 2015 medical record from Suburban Orthopedics, wherein Petitioner clarifies in that record that after his alleged fall, a manager came and asked him if he was fine and petitioner told him that he was (Px. 6). Although Mr. Johnson did not actually see the accident occur, he would have noticed the ladder Petitioner claims to

STATE OF ILLINOIS)	☐ Affirm and adopt (no changes)	☐ Injured Workers' Benefit Fund (§4(d))
) SS.	☐ Affirm with changes	☐ Rate Adjustment Fund (§8(g))
COUNTY OF COOK)	☐ Reverse	☐ Second Injury Fund (§8(e)18)
		☐ PTD/Fatal denied
	☐ Modify down	☒ None of the above

BEFORE THE ILLINOIS WORKERS' COMPENSATION COMMISSION

MICHELLE ODOM,

Petitioner,

vs.

NO: 09 WC 17016

CHICAGO MERCANTILE EXCHANGE,

Respondent.

ORDER

This matter comes before Commissioner Michael J. Brennan pursuant to the parties' "Joint Motion to Approve Amended Settlement Contract Rider Regarding Medicare Set-Aside." (See Attached Commission Exhibit 1).

Pursuant to Section 9070.40(e) of the Rules Governing Practice Before the Illinois Workers' Compensation Commission, the parties may reserve the right to amend an approved Settlement Contract by stipulation and Order of a Commissioner to conform with regulatory requirements including, but not limited to, those of Social Security and Medicare. In no event may those amendments abridge the substantive rights of the parties as listed in the previously approved Settlement Contract.

That by the terms of the Settlement Contract Lump Sum Petition and Order ("Settlement Contract"), approved by Arbitrator Carolyn Doherty, on February 23, 2012, the Respondent agreed that Petitioner's rights under Section 8(a) of the Act would remain open. (See Attached Commission Exhibit 2);

That since the approval of the referenced contract, the Respondent has obtained a Workers' Compensation Medicare Set Aside (WCMSA) agreement from NuShield Certified Medicare Set Aside. (See Attached Exhibit A);

That the parties have advised the Commissioner that on March 27, 2018, Petitioner agreed to the NuShield Certified Medicare Set Aside of $342,732.32 funded by annuity, with seed money

of $20,772.00, and subsequent equal payments of $10,061.26 per year, commencing March 27, 2019 and continuing for 32 years. The total expected funding of the NuShield Certified Medicare Set Aside is $342,732.32. The parties have determined that this amount adequately considers Medicare's interests with respect to Medicare-covered future medical items and services, including prescription drugs;

The parties have agreed that the NuShield Certified Medicare Set Aside will be professionally administered, with the understanding that said monies are to be placed in an interest-bearing account and the funds used to satisfy Medicare Allowable Expenses and in accordance with Medicare guidelines;

In addition, Petitioner has accepted an additional annuity, for a Non-MSA issue, Attendant Care, with a total payout of $754,776.00. The annuity will be funded on a monthly basis in the amount of $1,906.00, commencing June 1, 2018, and guaranteed for 33 years, with the last guaranteed payment on May 1, 2051. (See Attached Exhibit B); and,

That by the parties' stipulation, Petitioner's medical benefits under Section 8(a) of the Act will terminate as of April 19, 2018.

Therefore, the Commission having jurisdiction over said claim, it is hereby ordered:

1. That the Settlement Contract Lump Sum Petition and Order, as was approved by Arbitrator Carolyn Doherty, on February 23, 2012, is hereby modified by the terms of the stipulation of the parties, a copy of which is attached hereto and made a part hereof as Commission Exhibit 3, so as to conform to the requirements of CMS pursuant to Section 9070.40(e) of the Rules Governing Practice Before the Illinois Workers' Compensation Commission;

2. That it is the further Order of the Commission that pursuant to the referenced Settlement Contract and the parties' subsequent stipulation, Petitioner's continuing rights under Section 8(a) of the Act are hereby closed as of April 19, 2018; and,

3. That the heretofore approved Settlement Contract, as was approved by Arbitrator Carolyn Doherty, on February 23, 2012, remains in full force and effect, and shall be read in concert with this Order and Stipulation.

APR 20 2018

DATED:
MJB/pm
04-19-18
052

Commissioner Michael J. Brennan

ILLINOIS WORKERS' COMPENSATION COMMISSION
NOTICE OF MOTION AND ORDER

ATTENTION. You must attach the motion to this notice. If the motion is not attached, this form may not be processed.
Upon filing of a motion before a Commissioner on review, the moving party is responsible for payment for preparation of the transcript.

Michelle Odom,
Employee/Petitioner

v.

Chicago Mercantile Exchange,
Employer/Respondent

Case # **09** WC **17016**

2018 APR -5 PM 1:32

TO: **Eric H. Check**
Law Offices of Eric H. Check
161 N. Clark St., Ste. 2575
Chicago, IL 60601

Commissioner Kevin Lamborn
IWCC
100 W. Randolph St., 8th Floor
Chicago, IL 60601

On **April 19, 2018**, at **9:00** AM, or as soon thereafter as possible, I shall appear before the Honorable **Commissioner Lamborn**, or any arbitrator or commissioner appearing in his or her place at **100 W. Randolph St., 8th Floor, Chicago**, Illinois, and present the attached motion for:

- ☐ Change of venue (#3072)
- ☐ Consolidation of cases (#3071) (list case#)
- ☐ Dismissal of attorney (#3052)
- ☐ Dismissal of review (#3085)
- ☐ Fees under Section 16 (#1600)
- ☐ Fees under Section 16a (#1645)
- ☐ Hearing under Sect.19(b) (#1902)
- ☐ Penalties under Sect. 19(k) (#1911)
- ☐ Penalties under Sect. 19(l) (#1912)
- ☐ Reinstatement of case (#3074)
- ☐ Request for hearing (#R33)
- ☐ Withdrawal of attorney (#3073
- ☒ Other (explain) **Joint Motion to Approve Amended Settlement Contract Rider Regarding Medicar Set-Aside**

Daniel K. Swanson
Signature Petitioner ☐ Respondent ☒

Daniel K. Swanson #2097
Attorney's name and IC code # (please print)

Fanning & Olsen
Name of law firm, if applicable

300 S Riverside Plaza, Ste. 2050
Street address

Chicago, IL 60606
City, State, Zip code

312/775-9749 **daniel.swanson@zurichna.con**
Telephone number E-mail address

ORDER

The motion is set for hearing on _____

_____ _____
Signature of arbitrator or commissioner Date

ORDER

The motion is ___ Granted ___ Withdrawn ___ Continued to _____
___ Denied ___ Dismissed ___ Set for trial (date certain) on _____

_____ _____
Signature of arbitrator or commissioner Date

COMMISSION EXHIBIT 1

STATE OF ILLINOIS)
) SS.
COOK COUNTY)

BEFORE THE ILLINOIS WORKERS' COMPENSATION COMMISSION

MICHELE ODOM,	)	
	)	
Petitioner,	)	
	)	
vs.	)	IWCC No.: 09 WC 17016
	)	
CHICAGO MERCANTILE EXCHANGE,	)	
	)	
Respondent.	)	

2010 APR -5 PM 1:32

JOINT MOTION TO APPROVE AMENDED SETTLEMENT CONTRACT RIDER REGARDING MEDICARE SET-ASIDE

NOW comes the Respondent, CHICAGO MERCANTILE EXCHANGE, by its attorneys, FANNING & OLSEN, and in support of its Joint Motion to Approve Amended Settlement Contract Rider regarding Medicare Set-Aside, states as follows:

1. On February 23, 2012, Arbitrator Doherty approved the Settlement Contract Lump Sum and Order for $415,000.00 (paid previously on February 24, 2012) with open future medical rights pursuant to Section 8(a) of the Act.

   (Exhibit No. 1)

2. On March 27, 2018, Petitioner accepted a NuShield Certified Medicare Set-Aside (MSA) arrangement totaling $342,732.00, funded by annuity, with seed money of $20,772.00 and subsequent annual payments of $10,061.26 beginning on March 27, 2019 with the last guaranteed payment on March 27, 2050.

3. Both Petitioner and Respondent have agreed to jointly revise the Settlement Contract Lump Sum and Order to include the MSA, and therefore, terminating medical rights under Section 8(a) of the Act. (Exhibit No. 2)

WHEREFORE, the Respondent, CHICAGO MERCANTILE EXCHANGE, respectfully requests that this Honorable Illinois Workers' Compensation Commission approve the Amended Settlement Contract Lump Sum and Order closing out future medical rights under Section 8(a) of the Act and replacing it with a NuShield Certified MSA arrangement funded by annuity.

Respectfully submitted,
FANNING & OLSEN

By: _____
Daniel K. Swanson,
Attorney for the Respondent

_____
Eric H. Check,
Attorney for Petitioner

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 _____

Michelle Odom,
Employee/Petitioner

Case # 09 WC 17016

v.

Chicago Mercantile Exchange
Employer/Respondent

Setting Chicago/Doherty

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.

Michelle Odom Employee's name	1667 Plum Tree Lane Street address	Aurora, IL 60504 City, State, Zip code
Chicago Mercantile Exchange Employer's name	20 S. Wacker Dr., 6N Street address	Chicago, IL 60606 City, State, Zip code

Male ☐ Female ☒ Married ☐ Single ☒

Dependents under age 18 1 Birthdate 10/2/77 Average weekly wage $ 1,307.70

Date of accident 4/2/09

How did the accident occur? File cabinet fell on Petitioner

What part of the body was affected? Right arm and person as a whole

What is the nature of the injury? Permanent & severe

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

Location of accident Chicago, 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 is voluntarily seeking other employment respectful of her physical restrictions.

TEMPORARY TOTAL DISABILITY BENEFITS: Compensation was paid for 150-4/7 weeks at the rate of $ 871.80/week.

The employee was temporarily totally disabled from 4/3/09 through present.

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

SEE TERMS OF SETTLEMENT

PREVIOUS AGREEMENTS: Before the petitioner signed an *Attorney Representation Agreement*, the respondent or its agent offered in writing to pay the petitioner $ 0 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 $ 0 Permanent disability $ 0 Medical expenses $ 0 Other $ 0

COMMISSION EXHIBIT 2

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

SEE ATTACHED TERMS OF SETTLEMENT

Total amount of settlement	$ 415,000.00
Deduction: Attorney's fees	$ 63,467.04
Deduction: Medical reports, X-rays	$ 125.00
Deduction: Other (explain)	$
Amount employee will receive	$ 351,532.96

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.

Michelle Odom — Signature of petitioner

Michelle Odom — Name of petitioner (please print)

630/898-4626 — Telephone number

2/21/12 — 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.

E. Check — Signature of attorney

2/20/12 — Date

Eric H. Check # 2962
Attorney's name and IC code # (please print)

The Law Offices of Eric H. Check
Firm name

161 N. Clark Street, Ste. 2575
Street address

Chicago, IL 60601
City, State, Zip code

312/704-8600
Telephone number

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.

Daniel K. Swanson — Signature of attorney or agent

2/20/12 — Date

Daniel K. Swanson #2097
Attorney's name and IC code # or agent (please print)

Grant & Fanning
Firm name

10 S. Riverside Plaza, Ste. 1770
Street address

Chicago, IL 60606
City, State, Zip code

312/775-9749
Telephone number

E-mail address

Zurich North America
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.

APPROVED BY AUTHORITY OF THE ILLINOIS WORKERS' COMPENSATION COMMISSION pursuant to the provisions of the Workers' Compensation and Workers' Occupational Diseases Acts

FEB 23 2012

By: Carolyn M. Doherty, Arbitrator

MICHELLE ODOM, Petitioner,	)	
vs	)	IWCC No.: 09 WC 17016
CHICAGO MERCANTILE EXCHANGE, Respondent.	)	

TERMS OF SETTLEMENT

In lieu of litigation, the parties hereby compromise and adjust any and all claims for benefits under the Illinois Workers' Compensation Act (Act) on account of accidental injuries suffered by the Petitioner on April 2, 2009 including claims for the cost of future first aid, medical, surgical and hospital services incurred and claims for compensation and other further benefits on account of any and all disablements, disfigurements, diseases and death, whether known or unknown, present or future sequelae or developments, fatal or non-fatal, allegedly resulting from such accidental injuries. Further, the Petitioner waives any and all rights she may have under Section 19(h) of the Act. There are disputed questions of law and fact and in order to avoid further litigation, the Respondent has agreed to pay and the Petitioner has agreed to accept the sum of $415,000.00 as full, final and complete settlement of any and all claims, of any kind, nature and description pursuant to the Illinois Workers' Compensation Act which resulted from the alleged injuries of April 2, 2009. This settlement represents a lump sum compromise of the present cash value of a permanent total disability. Respondent shall leave Petitioner's medical rights open for all reasonable, necessary and related medical care that is causally connected to the April 2, 2009 accident.

It is further agreed by and between the parties that this settlement was entered into with the understanding that the lump sum payment of $415,000.00 represents the final and only award the Petitioner will ever receive from his the Respondent with respect to the contested claims alleged herein. From this amount will be deducted litigation expenses of $125.00 and payment of attorneys' fees of $63,467.04, leaving the Petitioner with a lump sum settlement of $351,532.96, which should be allocated to that period of time extending from the date this agreement is approved by the Illinois Workers'

MICHELLE ODOM, Petitioner, vs CHICAGO MERCANTILE EXCHANGE, Respondent.	)))))))	IWCC No.: 09 WC 17016

AMENDED TERMS OF SETTLEMENT

In lieu of litigation, the parties hereby compromise and adjust any and all claims for benefits under the Illinois Workers' Compensation Act (Act) on account of accidental injuries suffered by the Petitioner on April 2, 2009 including claims for the cost of future first aid, medical, surgical and hospital services incurred and claims for compensation and other further benefits on account of any and all disablements, disfigurements, diseases and death, whether known or unknown, present or future sequelae or developments, fatal or non-fatal, allegedly resulting from such accidental injuries. Further, the parties waive any and all rights they may have under Sections 8(a) and 19(h) of the Act. There are disputed questions of law and fact and in order to avoid further litigation, the Respondent has agreed to pay and the Petitioner has agreed to accept the sum of $415,000.00, a NuShield Certified MSA of $342,732.00, via annuity plus a Waterville Annuity guaranteed by Pacific Life for a Non-MSA for Attendant Care, which pays out $754.776.00 (Exhibit A and B, MSA and Attendant Care Non-MSA for annuity funding quotes, which are incorporated herein) as full, final and complete settlement of any and all claims, of any kind, nature and description pursuant to the Illinois Workers' Compensation Act which resulted from the alleged injuries of April 2, 2009. This settlement represents a lump sum compromise of the present cash value of a permanent total disability.

It is further agreed by and between the parties that this settlement was entered into with the understanding that the lump sum payment of $415,000.00, which was paid previously on February 24, 2012, represents the final and only award the Petitioner will ever receive from his the Respondent with respect to the contested claims alleged herein. From this amount will be deducted litigation expenses of $125.00 and payment of attorneys' fees of

COMMISSION EXHIBIT 3

$63,467.04, leaving the Petitioner with a lump sum settlement of $351,532.96, which should be allocated to that period of time extending from the date this agreement is approved by the Illinois Workers' Compensation Commission through the period of the Petitioner's life expectancy. According to the table set out in U.S. Bureau of the Census, National Center for Health Statistics and United States Life Tables, 2004, Petitioner, who has a birth date of October 2, 1977 and is presently 34 years of age, has a remaining life expectancy of 2340 weeks or 45 years. Dividing this number of weeks into the net recovery amount the Petitioner will receive of $351,532.96 produces the weekly settlement rate of $150.37, a weekly settlement rate envisioned by and stipulated to by the parties.

This payment shall not be considered as a substitute for periodic payments and is made solely to terminate the within litigation. Petitioner shall repay $795,000.00 to Zurich to satisfy its 5(b) lien rights.

This settlement also includes an amount of Medicare Set-Aside funds (MSA). (Exhibit No. 1, Settlement Rider Terms and Conditions of Professionally Administered MSA Annuity Payments and No. 1(a), NuShield Certified MSA Support Services Agreement, which is incorporated herein) Respondent also agrees to reimburse Medicare should it have made any conditional payments on behalf of the Petitioner relative to medical care related to this case.

It is not the intention of the carrier to shift the burden of medical costs for this injury to Medicare. In conjunction with Federal Regulations 42 CFR §411.46 et. seq., the parties agree that they have made a careful review of the medical evidence, the medical history, the petitioner's life expectancy, and have inquired regarding the future medical needs of the petitioner, finding that there is expected future Medicare exposure for this injury.

The Respondent will provide said Medicare Set-Aside funds with an annuity, which will be professionally administered and at which time, Petitioner's medical rights under Section 8(a) of the Act shall terminate. Said annuity will be funded via a seed money

deposit of $20,772.00 and subsequent annual payments of $10,061.26 beginning on March 27, 2019 with the last guaranteed payment on March 27, 2050. The parties agree to cooperate in executing and submitting all documents necessary for the establishment of any MSA and annuity.

The Respondent will fund a Non-Medicare Set-Aside fund for Attendant Home Health Care with an annuity. Said Non-MSA for Attendant Care will be funded by monthly payments of a $1906.00 beginning June 1, 2018, guaranteed payment of 33 years with the last payment on May 1, 2051. (Exhibit No. 2,Attendant Care Non-MSA Agreement). The parties agree to cooperate in executing and submitting all documents necessary for the establishment the Non- MSA and annuity.

The Petitioner will be solely responsible for any future lien reimbursements including, but not limited to, Illinois Dept. of Healthcare & Family Services and Blue Cross Medicare RX Plan.

SETTLEMENT ADDENDUM

1. To prevent a cost shift of future injury alleged medical care to Medicare, the Respondent agrees to fund a NuShield Certified MSA and its administration in connection with this settlement. (42 C.F.R. Section 411.46,42 U.S.C. Section 1395y (b)(2)).
2. The NuShield Certified MSA amounts to $342,732.00 and the NuShield administration amounts to $10,000.00.
3. The NuShield Certified MSA will be professionally administered by Bridge Pointe in accordance with the Bridge Pointe Professional Custodial Account Agreement that is incorporated as a part of this settlement agreement.
4. NuQuest certifies that this NuShield Certified MSA reasonably considers Medicare's interests in accordance with the Medicare Secondary Payer Act and regulations. As part of this certification:
    a. NuQuest will assist the Medicare beneficiary in pursuing appeals of any denied injury related Medicare covered bills after the NuShield Certified MSA account is properly exhausted as defined by the Bridge Pointe Self Administration Support Services Agreement.
    b. Should CMS deny the injury related bills after the appeals are exhausted, NuQuest will pay for injury related Medicare covered

treatment up to the amount of the total settlement less the original MSA amount.

c. The certification extends to conditions noted in the NuShield Certified MSA and does not apply to any other additional conditions that may be released in the settlement.

d. Claimant agrees to waive any right to a private cause of action under 42 U.S.C. Section 1395y(b)(3)A of the Medicare Secondary Payer Act.

5. By virtue of the certification provided in the NuShield Certified MSA, this MSA will not be submitted to CMS for review.
6. CMS will be given notice of the establishment of the NuShield Certified MSA by Bridge Pointe.
7. Claimant agrees to cooperate with NuQuest during any negotiations, appeals or litigation concerning the NuShield Certified MSA or conditional payments.
8. Conditional payments involving treatment incurred prior to the funding of the NuShield Certified MSA will be resolved in the following manner: Respondent satisfy the repayment to Medicare of any conditional payment for reasonable and necessary medical treatment related to the April 2, 2009 incident.
9. The terms of this Addendum will govern in the event of any conflicting provisions in the settlement terms.

Michelle Odom

Michelle Odom/
Petitioner

Date: 4/18/18

Eric H. Check/
Attorney for Petitioner

Date: 4-19-18

Daniel K. Swanson/
Attorney for Respondent

Date: April 16, 2018

treatment up to the amount of the total settlement less the original MSA amount.

c. The certification extends to conditions noted in the NuShield Certified MSA and does not apply to any other additional conditions that may be released in the settlement.

d. Claimant agrees to waive any right to a private cause of action under 42 U.S.C. Section 1395y(b)(3)A of the Medicare Secondary Payer Act.

5. By virtue of the certification provided in the NuShield Certified MSA, this MSA will not be submitted to CMS for review.

6. CMS will be given notice of the establishment of the NuShield Certified MSA by Bridge Pointe.

7. Claimant agrees to cooperate with NuQuest during any negotiations, appeals or litigation concerning the NuShield Certified MSA or conditional payments.

8. Conditional payments involving treatment incurred prior to the funding of the NuShield Certified MSA will be resolved in the following manner: Respondent satisfy the repayment to Medicare of any conditional payment for reasonable and necessary medical treatment related to the April 2, 2009 incident.

9. The terms of this Addendum will govern in the event of any conflicting provisions in the settlement terms.

Michelle Odom/
Petitioner

Date: 4/18/18

Eric H. Check/
Attorney for Petitioner

Date: 4-19-18

Daniel K. Swanson/
Attorney for Respondent

Date: April 16, 2018

OBJECTIVE SETTLEMENT ADVISORS

RINGLER
Everybody Wins

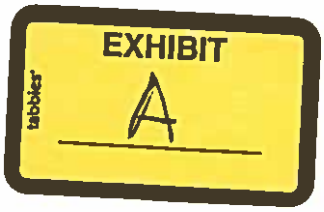
(309) 662-0569
Fax (309) 410-5000

MEDICARE SET-ASIDE ARRANGEMENT (PERIOD CERTAIN) WITH REVERSIONARY INTEREST TO CLAIMANT'S ESTATE

Claimant: MICHELLE ODOM
Date of Birth: 10/02/77
Gender: Female

BENEFIT	COST	EXPECTED YIELD
MSA Seed		
MSA Seed	$20,772.00	$20,772.00
MSA Allocation		
Annual Income $10,061.26 per year guaranteed 32 years starting on 3/27/2019.	$207,734.47	$321,960.32
TOTALS	$228,506.47	$342,732.32

Rate Series = RB180321 (3/21/2018)
Proposal Preparation Date: 3/27/2018
Proposal Purchase Date: 5/4/2018
This proposal is valid for 7 days from the proposal preparation date.
This proposal design is for illustration and planning purposes only, and is not valid or binding until verified with the appropriate life company quoting software.



WATERVILLE
ADVISORS

161 North Clark Street • Suite 2925 • Chicago, IL • 60601
Phone (312) 781-9340 • *Fax* (312) 781-9345

STRUCTURED SETTLEMENT PROPOSAL

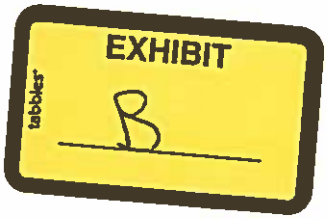
MICHELLE ODOM
DATE OF BIRTH: OCTOBER 2, 1977
PACIFIC LIFE INSURANCE COMPANY
RATING: A+ (SUPERIOR)

MARCH 26, 2018
BASED ON A PURCHASE DATE OF MAY 1, 2018

*** ALL PAYMENTS ARE TAX FREE. RATES EXPIRE APRIL 2, 2018 (3PM CST). ***

BENEFITS	GUARANTEED PAYOUT	COST
Monthly Payments		
$1,906.00 payable monthly, guaranteed for 33 years, beginning on 06/01/2018, with the last guaranteed payment on 05/01/2051	$754,776.00	
TOTAL	**$754,776.00**	**$485,266.00**

Internal Rate-of-Return: 2.94%
Taxable Equivalent Yield: 4.08%
(based on a marginal tax rate of 28.00%)



SETTLEMENT RIDER
TERMS AND CONDITIONS OF PROFESSIONALLY ADMINISTERED
MSA ANNUITY PAYMENTS

Payments

In consideration of the Agreement, American Zurich Insurance Company ("Insurer") agrees to make the following payments due at the time of settlement:

MSA Seed Money: $20,772.00 : Payable to BRIDGE POINTE F/B/O MICHELLE ODOM

Periodic Payments

In consideration of the Agreement, Insurer agrees to make future Periodic Payments as follows (the "Periodic Payments"):

Payable to BRIDGE POINTE F/B/O MICHELLE ODOM:
$10,061.26 payable annually, guaranteed for 32 years, beginning on 03/27/2019, with the last guaranteed payment on 03/27/2050.

All sums set forth herein constitute damages on account of personal injuries and sickness in a case involving physical injury or physical sickness within the meaning of Section 104(a)(1) of the Internal Revenue Code of 1986, as amended.

Right to Payments

Payee acknowledges that the Periodic Payments cannot be accelerated, deferred, increased or decreased by any payee; nor shall any payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

Payee's Beneficiary

Any payments to be made after the death of the Payee shall be made to such person or entity as shall be designated in writing by Payee to the Assignee or the Annuity Issuer. If no person or entity is so designated by Payee, or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the Assignee or the Annuity Issuer. The designation must be in a form acceptable to the Assignee or the Annuity Issuer before such payments are made.

Consent to Qualified Assignment

Payee acknowledges and agrees that the Insurer may make a "qualified assignment", within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the Insurer's liability to make the Periodic Payments set forth above to MetLife Assignment Company, Inc. (the "Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of Insurer (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

Any such assignment, if made, shall be accepted by the Payee without right of rejection and shall completely release and discharge the Insurer from the Periodic Payments obligation assigned to the Assignee. The Payee recognizes that, in the event of such an assignment, the Assignee shall

EXHIBIT #1

Medicare Set-Aside Custodial Agreement

This Certified Medicare Set-Aside Custodial Agreement (the "Agreement"), dated this 28th day of March, 2018, is made by and between Michelle Odom ("Beneficiary"), and **ALLOCATION SERVICES, INC., D/B/A BRIDGE POINTE ("Bridge Pointe") and NUQUEST ("NuQuest")**, ("Custodian"). Beneficiary, American Zurich Insurance Company ("Payer"), and Custodian are sometimes referred to herein each as a "party" and together as the "parties".

WHEREAS, Beneficiary and Payer have entered into a settlement of a claim (the "Settlement") relating to the Injury alleged by Beneficiary;

WHEREAS, pursuant to the Medicare Secondary Payer Act, Medicare's interests must be considered in any settlement where a claimant, currently or at some point in the future, may rely on Medicare for coverage for the Injury;

WHEREAS, the Settlement established a certified Medicare set-aside allocation amount ("MSA") for the payment of Allowable Expenses arising from the Injury;

NOW THEREFORE, in consideration of the mutual promises set forth below, the parties to this Agreement agree as follows:

1. DEFINITIONS: For purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 Account Activation Date: shall mean that date on which Custodian receives the Documents and complete payment from Payer (as further described in **Section 3** below).

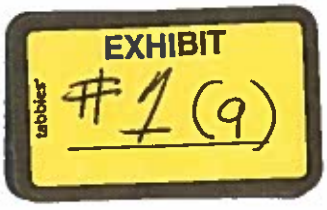
1.2 Account Effective Date: shall mean that date on or before the Account Activation Date, which is the later of, (a) the Final Settlement Date, or (b) the date determined by the Payer.

1.3 Allowable Expenses: shall include: (i) Medical/RX Expenses, (ii) administrative expenses allowable by CMS, including, bank fees, mailing fees/postage and document copying fees directly related to the certified MSA Account, (iii) reimbursement to CMS, and/or (iv) reimbursement of income tax paid on interest income earned on the certified MSA Account. *For clarification*, Allowable Expenses shall not include co-payments, medical or prescription insurance premiums, reimbursement or payment for Services incurred during periods of temporary depletion of the certified MSA Account, or any medical services or prescription drug expenses not covered by Medicare.

1.4 CMS Release: shall mean the release authorizing CMS to disclose Injury related information with those specified individuals or entities.

1.5 Documents: shall mean, at a minimum, (i) this Agreement fully executed, (ii) General Release, (iii) Beneficiary's Form W-9, (iv) a copy of the executed settlement documents between the Beneficiary and Payer, (v) a final court order, commission order or settlement order, as applicable, (vi) certified MSA report; and (vii) any documentation reasonably requested by Custodian or Payer necessary for the Custodian to perform the Services under this Agreement.

1.6 General Release: shall mean the release authorizing the Custodian to, among other things; communicate with medical providers about Beneficiary's past and future medical needs in order to effectively administer custodial services pursuant to this Agreement.



1.7 Injury: shall mean any medical condition related to or arising from the actual or alleged injury described on Exhibit A, attached hereto and incorporated herein.

1.8 Medical/RX Expense: shall mean only those expenses for Services which would otherwise be reimbursable or payable by Medicare or prescription drug expenses prescribed either for the FDA labeled use or for a recognized off-label use in the compendia citations accepted by CMS.

1.9 Certified MSA Account: shall mean the separate, interest bearing certified Medicare Set-Aside Account established by Custodian and funded by the Payer.

1.10 Provider: shall mean the physician, medical provider, supplier or pharmacy providing Injury- related medical services, supplies or prescription drugs to Beneficiary.

1.11 Services: shall mean any Injury related services, procedures, prescription or other items provided to the Beneficiary by Providers. "Services" exclude case management services such as locating Providers, setting appointments and other similar services.

1.12 Supporting Documents: shall mean, at a minimum, (i) name of the Provider, (ii) amount charged by the Provider, (iii) the date of the Service, and (iv) a description of Service received by Beneficiary. Custodian may require additional information, including but not limited to medical diagnosis and Provider notes, and/or Provider's W-9.

2. COMPLIANCE WITH APPLICABLE LAWS: The parties will comply with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental bodies.

3. DUTIES OF PAYER:

3.1 Fund certified MSA Account. Payer shall fund the certified MSA Account by way of a lump sum payment ("Lump Sum Account"), or through installment payments ("Structured Account"), as provided on Exhibit B attached hereto and incorporated by reference (individually and collectively, the "Payment"). Payer shall be solely and exclusively responsible for the Payment to Custodian for deposit in the certified MSA Account. If Payer fails to make the Payment, each Beneficiary and Payer acknowledges and understands that Custodian shall have no obligation to deposit any amount in the certified MSA Account for Allowable Expenses or for any other purpose.

3.2 Custodial Fee. In accordance with the Fee Schedule attached hereto and incorporated by reference as Exhibit C, Payer shall pay Custodian a fee for the establishment and administration of the certified MSA Account (the "Custodial Fee").

3.3 Assignment of Obligation. If Payer assigns its duties and obligations to make any applicable future Periodic Payments for either the certified MSA Account or the Custodial Fee to an Assignee via a qualified assignment, Assignee shall make said Periodic Payments directly to the Custodian and Payer shall be released from all obligations to make such periodic payments; provided, however, Payer provides a copy of the fully executed qualified assignment and copy of the annuity policy to the Custodian. Assignee shall assume the duties and responsibilities of Payer with respect to such periodic payments to Custodian. All other duties and obligations of the Payer shall continue to be subject to this Agreement.

4. DUTIES OF CUSTODIAN:

4.1 Certified MSA Account. Custodian shall promptly establish the certified MSA Account for Beneficiary following its receipt of each of the following: (a) the Documentation from Beneficiary or his/her representative, (b) the Payment from the Payer, and (c) the Custodial Fee from Payer.

4.2 Medical/RX ID Card. Within five (5) calendar days following the Account Activation Date, Custodian will provide Beneficiary with a Medical/RX I.D. Card, designating Custodian as the primary payer for Allowable Medical/RX Expenses.

4.3 Disbursements.

a. During the Term of this Agreement, and only to the extent the certified MSA Account has sufficient funds, Custodian agrees to make the following disbursements from the certified MSA Account (each a "Disbursement" and collectively, "Disbursements"):

(i) Allowable Expenses to the Beneficiary, following Custodian's receipt of Supporting Documents;

(ii) Medical/RX Expenses to Provider, following Custodian's receipt of Supporting Documents;

(iii) Reimbursement to Beneficiary of income tax paid on interest income earned on the MSA Account, if any, pursuant to **Section 5.7**;

(iv) Reimbursement to CMS of any conditional or excess Services provided on or after the Account Effective Date;

(v) Reimbursement or disbursement to Payer, if applicable, pursuant to **Section 3**;

(vi) Distribution of the balance, if any, of the certified MSA Account upon the termination of this Agreement pursuant to **Section 8.4**.

b. BENEFICIARY HAS SOLE AND EXCLUSIVE RESPONSIBILITY FOR ANY AND ALL SERVICES AND RELATED EXPENSES THAT ARE NOT DEFINED AS AN ALLOWABLE EXPENSE.

4.4 Reimbursement Rate. Custodian shall pay medical expenses at a rate up to the amount as stated in the Settlement (as part of the certified MSA) and RX expenses at the contract rate amount for Custodian's then current in-network vendor. However, if said medical or out of network RX provider refuses to accept an amount at or lower than the applicable fee schedule rate, the Custodian will either (a) use reasonable efforts to negotiate a reduced charge on behalf of the Beneficiary, or (b) pay up to the full amount of the expenses charged.

4.5 Reliance upon Supporting Documents. Custodian may assume the authenticity of the Supporting Documents provided to it by a Provider and/or Beneficiary. Custodian shall pay the Allowable Expenses evidenced by the Supporting Documents without any obligation of obtaining further support for or verification of the information provided. In the event Custodian pays for an Allowable Expense in reliance upon any deceptive, misleading or erroneous Supporting Documents, then Beneficiary has the option to either (a) reimburse the certified MSA Account in the amount equal to such erroneous Disbursement, or (b) accept the depleted certified MSA Account consistent with **Section 4.8** below.

4.6 No Investment Supervision. Each Beneficiary and Payer acknowledges and agrees that Custodian is not providing and will not provide any investment management or investment management type services.

4.7 Record Keeping; Reporting.

a. Custodian will provide Beneficiary or its designated representative, an annual report detailing Disbursement and Payments. If Beneficiary does not dispute any Disbursements or Payments in such report within 30-days of receipt, then such report shall be deemed to be accurate and complete.

b. Within five (5) business days following the Account Activation Date, Custodian will provide certain reference materials and instructions to Beneficiary or its designated representative, including but not limited to, the following:

(i) Medical/RX ID card
(ii) Certified MSA Account Information Booklet
(iii) Pharmacy Referral Introductory Letter
(iv) Introductory Letter to be delivered to each Provider

4.8 Depletion of Certified MSA Account. If the certified MSA Account lacks sufficient funds for Custodian to make any or all of the Disbursements, Custodian shall first attempt to make the Disbursements consistent with **Section 8.4**, up to the certified MSA Account balance. Once the certified MSA Account balance is insufficient to make any Disbursement (as determined in Custodian's reasonable discretion), or if the certified MSA Account balance has reached zero, then:

a. If a Lump Sum Account, the certified MSA Account will terminate pursuant to **Section 8.2(b)(i)**.

b. If a Structured Account and no additional Payments are due, then the certified MSA Account will terminate pursuant to **Section 8.2(b)(ii)**.

c. If a Structured Account and additional Payments are due, then Custodian will notify Beneficiary or its designated representative(s) in writing that the certified MSA Account is temporarily depleted and the date Payment is due to Custodian (the "Due Date"). If Payment is received on or before the Due Date, then Custodian will resume its obligations pursuant to this Agreement on the Due Date. If Payment is not received on or before the Due Date, then Custodian may terminate its obligations pursuant to **Section 8.2(c)**.

5. DUTIES OF BENEFICIARY:

5.1 Accurate Documentation. Beneficiary represents and warrants to Custodian that all Documentation, Supporting Documentation and any other information, documents or reports provided by Beneficiary are accurate and contain no material misrepresentation or omissions.

5.2 Contact Information: Beneficiary shall promptly notify Custodian in writing upon a change of name, address or phone number. Beneficiary agrees to promptly provide Custodian an updated W-9 upon Custodian's request.

5.3 Guardianship. In the event Beneficiary is currently appointed or becomes appointed a guardian, Beneficiary or the guardian, as applicable, will provide Custodian documentation of guardianship in the form of a durable power of attorney or other relevant and appropriate form as mutually agreed upon by the parties that comply with applicable law. Upon receipt of such proof of guardianship, the guardian shall assume all obligations of Beneficiary pursuant to this Agreement to the extent granted pursuant to such documentation.

5.4 Medicare Entitlement Status. Beneficiary shall promptly notify Custodian, in writing, upon any change in his/her Medicare entitlement status.

5.5 Provider Notice: Beneficiary shall present the Medical/RX I.D. card (see **Section 4.2**) to Provider prior to the receipt of any Service and if Beneficiary chooses to use mail order services, Beneficiary agrees to utilize an in network vendor. Beneficiary agrees not to submit any claimed injury related medical and prescription expenses to Medicare unless and until notification has been given that the certified Medicare Set-Aside Account is exhausted. This includes Medicare Part C replacement plans and Part D prescription plans.

5.6 Misdirected Corpus Funds or Fees: In the event Beneficiary receives a Payment or Custodial Fee in error, then Custodian shall have the option to (a) cease making any Disbursements until such time the Payment or Custodial Fee is properly received, or (b) terminate this Agreement pursuant to **Section 8.2(d)**. If the Custodian elects to terminate this Agreement pursuant to Section 8.2(d), the certification and indemnification provisions that apply to the Beneficiary are null and void as of the date of the termination of this Agreement.

5.7 Taxes. Beneficiary shall be solely responsible for any and all local, state, or federal taxes incurred as a result of interest income earned by the certified MSA Account. Custodian shall, however, reimburse Beneficiary using funds from the certified MSA Account for any taxes paid as a result of interest income earned on the certified MSA Account, but only to the extent that adequate funds exist in the certified MSA Account. Prior to any such Distribution, Beneficiary shall provide Custodian with sufficient evidence supporting the amount of tax liability attributed to the certified MSA Account interest; such as (a) a copy of the Form 1099-INT or the equivalent, and (b) a copy of Beneficiary's filed Federal Income Tax Return.

6. Certified MSA ACCOUNT INTEREST: Any interest earned on the funds in the certified MSA Account will accrue and be applied to the Distributions.

7. COMPENSATION.

7.1 Custodian shall receive compensation from Payer in accordance with the Fee Schedule. In the event the Custodial Fee is not received by Custodian, Custodian will be unable to activate the certified MSA Account and/or may terminate this Agreement pursuant to **Section 8.2(c)**.

7.2 Custodian may receive volume discounts and/or placement fees from certain vendors that may provide services to the Beneficiary; such discounts and/or fees are not passed on to the Beneficiary and are not subject to this Agreement.

8. TERM; TERMINATION:

8.1 This Agreement shall become effective upon the Account Activation Date and shall continue in full force and effect until completed or terminated.

8.2 This Agreement shall terminate upon the occurrence of the following events:

a. Death of Beneficiary. This Agreement shall be terminated 180 days following the death of Beneficiary.

b. Permanent Depletion of the Certified MSA Account. This Agreement shall terminate immediately upon Custodian's written notice and accounting to CMS (if applicable) and Beneficiary that: (i) the balance of the Lump Sum Account has reached zero; or (ii) the balance of the Structured Account has reached zero, and no further Payment is due from Payer.

c. Payer's Failure to Pay Custodian: This Agreement shall terminate if Payer fails to pay any Payment or Custodial Fee more than ten (10) days following written notice from Custodian. On the eleventh (11th) day, Custodian will initiate release of all funds in the MSA Account to Beneficiary or Beneficiary's designated successor custodian. If the Payer fails to pay the Custodial Fee in a timely manner, the certification and indemnification provisions that apply to the Payer are null and void as of the date of the termination of this Agreement.

d. Termination for Cause: This Agreement may be terminated immediately by Custodian upon Beneficiary's material failure to properly perform its duties and responsibilities hereunder or because of Beneficiary's gross negligence or dishonesty. Termination shall become effective upon the delivery of written notice of termination to Beneficiary or at such later time as may be specified in the written notice. If the Custodian elects to terminate this Agreement, the certification and indemnification provisions that apply to the Beneficiary are null and void as of the date of the termination of this Agreement.

8.3 In the event Beneficiary fails to provide Custodian with the Documents, Custodian shall have the option, in its sole discretion, to stop remitting payment for Medical/RX Expenses from the MSA Account, or terminate this Agreement. If the Custodian elects to terminate this Agreement, the certification and indemnification provisions that apply to the Beneficiary are null and void as of the date of the termination of this Agreement.

8.4 Distribution of MSA Account Balance Following Termination: Pursuant to **Section 8.2 (a)** above, if there is a balance remaining in the certified MSA Account following the death of the Beneficiary, Custodian shall distribute the funds as follows:

a. First, reimbursement to CMS pursuant to **Section 4.3(a)(iv)**;

b. Second, all other Medical/RX Disbursements in order of receipt by Custodian;

c. If a balance remains in the certified MSA Account after any reimbursement to CMS, if applicable, and payment of all Allowable Expenses, then Custodian shall withdraw the sum of $300.00 from the MSA Account as a closure fee. Custodian shall distribute the entire remaining balance to Beneficiary, or if Agreement terminates due to the death of Beneficiary then to Beneficiary's designee (pursuant to the Death Beneficiary Designation Form, attached hereto as Exhibit D and incorporated by reference), or as otherwise may be required by state law.

8.5 Designation of Death Beneficiary. Beneficiary shall complete the Death Beneficiary Designation Form attached hereto as Exhibit D on or prior to execution of this Agreement. This Form may be revoked or replaced at any time during the term of this Agreement by Beneficiary, so long as in writing, signed by the Beneficiary and delivered to Custodian. If Beneficiary fails to complete the

attached Death Beneficiary Designation Form or if the person(s) designated is/are not living or cannot be located at the time of the Beneficiary's death, then Custodian shall pay the certified MSA account balance to Beneficiary's estate or as otherwise may be required by state law.

Primary beneficiary: Each surviving primary beneficiary will be paid his or her share of the death proceeds. If the primary beneficiary predeceases Beneficiary, that beneficiary's share will be split among the surviving primary beneficiaries. That split will be based on the ratio of the specified percentages for those surviving primary beneficiaries to the total percentage of those survivors. If no percentages are specified, the death proceeds will be split equally among the surviving primary beneficiaries.

Contingent beneficiary: If no primary beneficiary survives Beneficiary, each contingent beneficiary, if designated, surviving Beneficiary will be paid their share of the death proceeds in the same manner as described above for the primary beneficiary.

Upon Custodian's final disbursement of the MSA Account balance, this Agreement shall terminate and Custodian shall have no further obligations under this Agreement.

9. NOTICES:

9.1 Each Party giving or making any notice or other communication (each, a "Notice") pursuant to this Agreement shall (i) give the Notice in writing, and (ii) use one of the following methods of delivery: (A) personal delivery; (B) registered or certified mail, in each case, return receipt requested and postage prepaid; (C) nationally recognized overnight courier, with all fees prepaid; (D) facsimile, or (E) email. A Notice is effective only if the Party giving the Notice has complied with Section 9 and if the addressee has received the Notice.

9.2 Notices shall be addressed as indicated below, or to such other addressee or to such other address as may be designated by a Party in a Notice pursuant to this Section 9:

If to Custodian:	Allocation Services, Inc., d/b/a Bridge Pointe PO Box 915619 Longwood, FL 32791-5619 Attention: Jul Mullen Facsimile No.: (321) 460-5121 Email: jmullen@mybridgepointe.com
With a copy to:	Brown & Brown, Inc. 655 N. Franklin Street, Suite 1900 Tampa, FL 33602 Attention: Carrie R. Brown, Corporate Counsel Facsimile No.: (813) 222-5374 Email: cbrown@bbinslegal.com
If to Payer:	American Zurich Insurance Company Maureen McNett P.O. Box 66946 Chicago, IL 60666-0946
If to Beneficiary:	Michelle Odom 1667 Plum Tree Lane Aurora, IL 60504

10. MISCELLANEOUS:

10.1 Entire Agreement. Except as otherwise provided in Section 10.7, this Agreement, including the attached Exhibits, constitutes the sole and complete agreement between the parties and replaces all other written and oral agreements relating to the matters referred to herein. The parties agree that each party and its counsel has reviewed and approved this entire Agreement inclusive of the Exhibits.

10.2 Waiver. Failure to enforce any term of this Agreement shall not constitute a waiver of such term. If any part of this Agreement is found to be unenforceable by a court, administrative body or agency of competent authority and jurisdiction, the rest of the Agreement shall remain in full force and effect.

10.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

10.4 Assignment. Custodian may assign this Agreement without the prior written consent of the other parties hereto.

10.5 Headings. All headings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of the Agreement.

10.6 Governing Law. This Agreement shall in no way be deemed to amend or supersede the settlement agreement and release entered into by Beneficiary pertaining to the Beneficiary's claim, which settlement and release shall be governed by the laws of the State of Jurisdiction. Any dispute regarding Medicare or Medicare coverage shall be governed under Federal law.

10.7 Modifications. This Agreement may only be modified by a written agreement signed by the parties hereto.

10.8 Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument binding on all of the parties hereto. Each of the parties agrees that a photocopy of the signatures to this Agreement shall be considered as effective and valid as the original.

10.9 Authority. Each of the parties represents that it has the full and complete power and authority to execute this Agreement and that, assuming the due execution of this Agreement by all other parties hereto, this Medicare Set-Aside Custodial Agreement constitutes a valid and binding obligation of such party and is enforceable in accordance with its terms.

CERTIFICATION AND INDEMNIFICATION

1. NuQuest certifies that the MSA reasonably considers Medicare's interests in accordance with the Medicare Secondary Payer Act and regulations, and that after proper exhaustion of the certified MSA funds, Medicare will become the primary payer for the Beneficiary's injury related Medicare-covered medical expenses; provided, however, that the Beneficiary is then enrolled as a Medicare beneficiary.

2. The Beneficiary agrees that the medical and prescription treatment that is summarized and included in the NuShield Cost Projection, which is incorporated in this Professional Administration Agreement, accurately represents the Beneficiary's treatment regimen for the past two years and up through the date of the execution of this Agreement.

3. NuQuest shall indemnify, defend and hold the Beneficiary, free and harmless from and against any and all liabilities, damages, losses, claims, costs or expenses, including reasonable attorney's fees (collectively "Claims), that are hereafter made or brought against the Beneficiary by CMS arising from a negligent or intentional act or omission relating to NuQuest's completion of the certified MSA, provided however that NuQuest's indemnification obligations shall not extend to Claims that are found to be attributable to the acts, omissions or negligence of the Beneficiary or his agents that do not adhere to the Beneficiary's obligations under this Agreement.

4. NuQuest's obligations hereunder are only for the benefit of the Beneficiary and are limited to the Beneficiary.

5. The Beneficiary agrees to promptly notify NuQuest in writing of any such claim by CMS or suit within ten (10) business days that the pleading, demand letter, or any other written notice is served upon the Beneficiary; and agrees to cooperate in a reasonable manner with NuQuest, and at NuQuest's expense, with respect to the defense and disposition of such claim.

NuQuest shall have control of the defense or settlement; provided, however, that NuQuest shall not enter into any settlement that obligates the Beneficiary to take any action or incur any expense, without such Beneficiary's prior written consent.

****

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year first above written.

CUSTODIAN:

Allocation Services, Inc. d/b/a Bridge Pointe

By: _____
Name: _____.
Title: _____.

BENEFICIARY:

By: Michelle Odom
Name: Michelle Odom

Exhibit A
Information about Beneficiary and Payer

1. Payer Information

Name: American Zurich Insurance Company
Contact Person: Maureen McNett
Address: P.O. Box 66946
Chicago, IL 60666-0946
Telephone Number: (847)240-8132

2. Beneficiary Information

Name: Michelle Odom
1667 Plum Tree Lane
Aurora, IL 60504
Telephone Number: (630)898-4626

Email: _____
Date of Birth: 10/02/1977
Life Expectancy: 33 years

3. Guardian for Beneficiary (applies only if Beneficiary has a court appointed legal guardian) or Legal Conservator for Beneficiary:

Name: N/A

4. Date of Injury: 04/02/2009

5. Description of Injury: Neck pain, Contusion of right knee, Right shoulder pain, Right upper arm/elbow, pain Right forearm / wrist / hand pain, Right thigh pain, Right lower leg pain Complex regional pain syndrome right upper limb & Complex regional pain syndrome right lower limb

6. State of Jurisdiction: Illinois

7. Settlement Consultant: Ringler Associates Phone: (309)662-0569

8. Plaintiff Attorney's Name: Eric Check, Esq. Phone: (312) 704-8600

9. Defense Attorney's Name: Daniel Swanson, Esq. Phone: (312) 775-9750

Exhibit B

MSA Account Payment

The following Payment shall be paid by, or caused to be paid by, Payer to Custodian in the amounts and on the dates (if applicable) set forth below:

Structured Account:

The initial Payment shall be in the amount of $20,772.00. THIS PAYMENT MUST BE RECEIVED BY CUSTODIAN IN ORDER TO ESTABLISH THE MSA ACCOUNT, AS PROVIDED IN **SECTION 4.1** OF THE AGREEMENT.

The annual Payment shall be in the amount of $10,061.26 per year guaranteed for 32 years beginning March 27, 2019 and shall be received by Custodian on or before the due date each year.

All Payments shall be mailed to:

Bridge Pointe
PO Box 915619
Longwood, FL 32791-5619

Exhibit C

Fee Schedule

The following Custodial Fee shall be paid, or caused to be paid, by Payer to Custodian in the amounts and on the dates (if applicable) set forth below:

A lump sum Custodial Fee in the amount of $10,000.00. THIS AMOUNT MUST BE RECEIVED BY CUSTODIAN IN ORDER TO ESTABLISH THE MSA ACCOUNT, AS PROVIDED IN **SECTION 3.2** OF THE AGREEMENT.

All Custodial Fees shall be mailed to:

Bridge Pointe
PO Box 915619
Longwood, FL 32791-5619

Exhibit D:

Death Beneficiary Designation Form.

www.mybridgepointe.com | Phone: 1-877-551-3900 | Fax: 407-389-0299

_____ Initial Beneficiary Designation(s). I hereby revoke any previous beneficiary designation(s), if any, for my Medical Fund and direct that the proceeds payable under the Medical Fund be paid as indicated below

Account Information Please supply the following information.

Name (First)	(Middle)	(Last)	Social Security Number
Michelle		Odom	340-66-1021
Fund ID#		**Phone Number**	
CMSA2892	~~(630)308-4026~~	3122875827	

It is important that your beneficiary designation be clear so that there will be no question as to your intent. It is also important that you name a primary (first in line to receive named benefits) and contingent beneficiary (alternate choice if the Primary Beneficiary(ies) is not alive to accept benefits at the time benefits are to be paid). When naming your beneficiary(ies) please indicate their full name, address, social security number, relationship and, if a minor, the age of that minor. If the beneficiary is not related either by blood or marriage, insert the words, "Not Related." If you need assistance, contact your own legal counsel.

I would like the primary beneficiary (beneficiaries) of any remaining funds in my Bridge Pointe Medicare Set-Aside Custodial Account to be:

2. Primary Beneficiary Name:

Primary Beneficiaries

Name				Designated %
Kimani Mobley				50%
Home Street Address (no P.O. boxes, please)	City	State	Zip Code	
1667 Plum Tree LN	Aurora	IL	60504	
Relationship	Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Telephone Number	
Son	321940428	04/15/1997	3122875827	

Name				Designated %
Joshua Benford				50%
Home Street Address (no P.O. boxes, please)	City	State	Zip Code	
719 N. Drake Avenue	Chicago	IL	60624	
Relationship	Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Telephone Number	
Nephew		06/23/2007	7736363714	

Name				Designated %
Home Street Address (no P.O. boxes, please)		City	State	Zip Code
Relationship	Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Telephone Number	

Contingent Beneficiaries

I would like the contingent beneficiary (beneficiaries) of any remaining funds in my Bridge Pointe Medicare Set-Aside Custodial Account to be:

Contingent Beneficiaries

Contingent beneficiaries will inherit assets only if there are no surviving primary beneficiaries at the time of death of the account holder.

Name					Designated %
Home Street Address (no P.O. boxes, please)		City	State	Zip Code	
Relationship	Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Telephone Number		

Name					Designated %
Home Street Address (no P.O. boxes, please)		City	State	Zip Code	
Relationship	Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Telephone Number		

Name					Designated %
Home Street Address (no P.O. boxes, please)		City	State	Zip Code	
Relationship	Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)	Telephone Number		

* If you would like to list additional beneficiaries, make a photocopy of this page and attach it to this form.

Total must equal 100%

3. Designate an Authorized Party

Please name an Authorized Party below. An "Authorized Party" is a person you identify as being able to assist Bridge Pointe in locating and/or identifying your beneficiary(ies).

Name of Authorized Party (First Name)	(Middle Initial)	(Last Name)	Relationship to You		
Karen	E.B.	Odom	Sister		
Home Street Address (no P.O. boxes, please)		City	State	Zip Code	
718 N. Drake Avenue		Chicago	IL	60624	
Email Address(es)		Telephone Number			
mskaren23e@yahoo.com		7735263714			

4. Signature

I, the undersigned, reserve the right to change the beneficiary(ies) without the consent of said beneficiary(ies).

Signature and Date Required

X Michelle Odom 4/18/18

Account Holder Signature — Print Name — Date

1.0 Payments

In consideration of the release set forth above, CME GROUP, INC. and ZURICH NORTH AMERICA, agrees to pay to the individual(s) (the "Payee(s)") named below the sums outlined in this Section 2.0 below:

1.1 Periodic payments made according to the schedule as follows (the "Periodic Payments"):

Payee: Michelle Odom

Annuity with a present cost of $485,266.00 to be paid as follows:

$1,906.00 payable monthly, guaranteed for 33 years, beginning on 06/01/2018, with the last guaranteed payment on 05/01/2051

All sums set forth herein constitute damages on account of personal physical injuries or physical sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

2.0 Payee's Rights to Payments

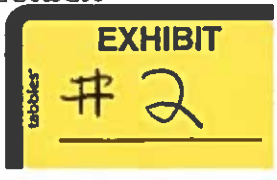
PLAINTIFF acknowledges that the Periodic Payments cannot be accelerated, deferred, increased or decreased by the PLAINTIFF or any Payee; nor shall the PLAINTIFF or any Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

3.0 Payee's Beneficiary

Any payments to be made after the death of any Payee pursuant to the terms of this Settlement Agreement shall be made to such person or entity as shall be designated in writing by PLAINTIFF to CME GROUP, INC. and ZURICH NORTH AMERICA or the CME GROUP, INC. and ZURICH NORTH AMERICA'S Assignee. If no person or entity is so designated by PLAINTIFF, or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to CME GROUP, INC. and/or ZURICH NORTH AMERICA's Assignee. The designation must be in a form acceptable to CME GROUP, INC. and/or ZURICH NORTH AMERICA's Assignee before such payments are made, but in no event shall the request of the payee be unreasonably withheld or denied.

4.0 Consent to Qualified Assignment

4.1 PLAINTIFF acknowledges and agrees that CME GROUP, INC. and/or ZURICH



NORTH AMERICA will make a "qualified assignment", within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of CME GROUP, INC. and/or ZURICH NORTH AMERICA's liability to make the Periodic Payments set forth in Section 2.1 to Pacific Life & Annuity Services, Inc. ("the Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of CME GROUP, INC. and ZURICH NORTH AMERICA (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payment obligation.

4.2 Any such assignment, if made, shall be accepted by the PLAINTIFF without right of rejection and shall completely release and discharge CME GROUP, INC. and ZURICH NORTH AMERICA from the Periodic Payments obligation assigned to the Assignee. The PLAINTIFF recognizes that, in the event of such an assignment, the Assignee shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of CME GROUP, INC. and ZURICH NORTH AMERICA shall thereupon become final, irrevocable and absolute.

5.0 Right to Purchase an Annuity

CME GROUP, INC. and/or ZURICH NORTH AMERICA, itself or through its Assignee reserves the right to fund the liability to make the Periodic Payments outlined in Section 1.1 through the purchase of an annuity policy from Pacific Life Insurance Company ("the Annuity Issuer"). The Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The Assignee may have Pacific Life Insurance Company mail payments directly to the Payee(s). The Payee shall be responsible for maintaining a current mailing address for Payee(s) with Pacific Life Insurance Company.

6.0 Discharge of Obligation

The obligation of the Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check or electronic funds transfer in the amount of such payment on or before the due date to the last address on record for the Payee(s) or Beneficiary with the Annuity Issuer named in Section 5.0 of this Settlement Agreement. If the Payee or Beneficiary notifies the Assignee that any check or electronic funds transfer was not received, the Assignee shall direct the Annuity Issuer to initiate stop payment action and, upon confirmation that the check was not previously negotiated or electronic funds transfer deposited, the Annuity Issuer shall process a replacement payment in the amount of such payment to the designated address of the Payee or Beneficiary.

Plaintiff: Michelle Odom

Michelle Odom

Date: 4/19/18

STATE OF ILLINOIS	)	☐ Affirm and adopt (no changes)	☐ Injured Workers' Benefit Fund (§4(d))
	) SS.	☐ Affirm with changes	☐ Rate Adjustment Fund (§8(g))
COUNTY OF COOK	)	☐ Reverse	☐ Second Injury Fund (§8(e)18)
			☐ PTD/Fatal denied
		☐ Modify	☒ None of the above

BEFORE THE ILLINOIS WORKERS' COMPENSATION COMMISSION

ANTONIO THOMAS,

Petitioner,

vs. NO: 12 WC 007955

CEASEFIRE/THE WOODLAWN ORGANIZATION,

Respondent.

ORDER

Respondent, through Counsel, filed a Motion to Vacate or For Other Relief, with the Commission on January 28, 2016, seeking to vacate a Commission Order entered on July 26, 2012. Pursuant to Respondent's Motion, a hearing was held on October 19, 2017, before Commissioner Kevin W. Lamborn. The Commission, having the opportunity to review the transcript of the hearing, including the tendered exhibits, and after being advised of the facts and law, grants Respondent's Motion.

The July 26, 2012, Order was the result of a hearing presided over by Commissioner Lamborn on May 17, 2012, and made findings of fact and conclusions of law that an employer-employee relationship existed between Respondent and Petitioner and also that Petitioner's sustained accidental injuries that arose out of and in the course of his employment on January 17, 2012. Respondent maintained in its Motion and again before Commissioner Lamborn on October 19, 2017, that it had not received notice of the May 17, 2012, hearing.

The July 26, 2012, Order makes reference to both parties being represented by counsel. Respondent contests this assertion, claiming that no attorney had entered an appearance on its behalf prior to September 9, 2015. The Commission's database corroborates this.

No transcript was taken of the May 17, 2012, proceedings. The only explanation for the July 26, 2012, Order making reference to both parties being represented by counsel is that said reference was the result of a scrivener's error.

Respondent maintains it had no agent at the time of the May 17, 2012, hearing who would have received notice and also that no officer within the organization received notice of the hearing. To that end, Respondent provided Commissioner Lamborn with an affidavit on October 19, 2017, signed by Georgette L. Greenlee, Respondent's former Executive Director.

It is noted that the May 17, 2012, hearing was the continuation of a hearing that occurred on April 19, 2012. Notice of the April 19, 2012, hearing was sent to Respondent by Petitioner, via Certified Mail, to 6040 S. Harper Avenue, #2, Chicago, Illinois 60637. Respondent's affidavit states that address was and is not its mailing address and, furthermore, that the Certified Mail received at 6040 S. Harper Avenue, #2, Chicago, Illinois 60637, was not received by anyone within the organization or anyone authorized by the organization to receive the same. The Commission cannot find any evidence that Respondent was made aware of the continuation of the April 19, 2012, hearing until May 17, 2012.

Petitioner tendered into evidence a copy of a voucher addressed to him and purportedly provided to him by Respondent. The voucher indicates Respondent is located at 6040 S. Harper Avenue, Chicago, Illinois 60637. The Commission notes the address on the voucher does not include a unit number. The Commission cannot presume despite the voucher and the Certified Mail being mailed to the same street address that Respondent received any mail addressed to Unit 2 at that address and, therefore, would have been aware of the pending proceedings.

The lack of any evidence to the contrary compels the Commission to conclude Respondent received no notice of the April 19, 2012, hearing or the subsequent May 17, 2012, hearing and, therefore, was not provided with the opportunity to address Petitioner's claims.

IT IS THEREFORE ORDERED BY THE COMMISSION that the May 17, 2012, Order of the Commission is hereby vacated and has no legal effect.

IT IS FURTHER ORDERED BY THE COMMISSION that a Preliminary Hearing Pursuant to Section 4(d) shall be held at time and date convenient to the Commission and both parties; absent any such agreement as to the time and date for the hearing, either party can file the appropriate motion with the Commission set forth a time and date for the hearing.

No bond for removal of this cause to the Circuit Court by Respondent is required as the Commission has entered not award for the payment of money has been entered. The party

commencing the proceedings for review in the Circuit Court shall file with the Commission a Notice of Intent to File for Review in Circuit Court.

APR 17 2018

DATED:
KWL/mav
42

Kevin W. Lamborn

Thomas J. Tyrrell

Michael J. Brennan