

STATE OF ILLINOIS)
) SS.
COUNTY OF WILLIAMSON)

| | |
|-------------------------------------|---------------------------------------|
| <input type="checkbox"/> | Injured Workers' Benefit Fund (§4(d)) |
| <input type="checkbox"/> | Rate Adjustment Fund (§8(g)) |
| <input type="checkbox"/> | Second Injury Fund (§8(e)18) |
| <input type="checkbox"/> | PTD/Fatal denied |
| <input checked="" type="checkbox"/> | None of the above |

BEFORE THE ILLINOIS WORKERS' COMPENSATION COMMISSION

Sean Starkweather,
Petitioner,

vs.

NO: 08 WC 30919

11IWCC0670

State of Illinois/Menard Correctional Center,
Respondent.

DECISION AND OPINION ON REVIEW

Timely Petition for Review having been filed by Respondent herein and notice given to all parties, the Commission, after considering the issue of penalties and fees and being advised of the facts and law, modifies the Decision of the Arbitrator as stated below, and otherwise affirms and adopts the Decision of the Arbitrator, which is attached hereto and made a part hereof.

After considering the entire record, the Commission modifies the Decision of the Arbitrator. The Arbitrator awarded \$84,062.25 in penalties, representing 50% of certain unpaid medical expenses totaling \$168,124.49. The Arbitrator arrived at \$168,124.49 by adding the amounts due under the fee schedule (see bolded figures below) from the following ten providers:

Pinckneyville Community Hospital with a 6+ month past due balance in the amount of **\$12,070.02** which remittance should have already been received pursuant to Section 8.2 of the Act in accordance with the fee schedule.

Southern Illinois Pain Management with a 6+ month past due balance in the amount of **\$6,707.39** which remittance should have already been received pursuant to Section 8.2 of the Act in accordance with the fee schedule.

11IWCC0670

Family Medical Care Center with a 6+ month past due balance in the amount of **\$25.00** which remittance should have already been received pursuant to Section 8.2 of the Act in accordance with the fee schedule.

The Orthopedic Center of St. Louis for Dr. David M. Brown with a 6+ month past due balance in the amount of **\$32,854.00** which remittance should have already been received pursuant to Section 8.2 of the Act in accordance with the fee schedule.

Timberlake Surgery Center with a 6+ month past due balance in the amount of **\$34,177.50** which remittance should have already been received pursuant to Section 8.2 of the Act in accordance with the fee schedule.

The Orthopedic Center of St. Louis for Dr. Matthew F. Gornet with a 6+ month past due balance in the amount of **\$48,405.23** which remittance should have already been received pursuant to Section 8.2 of the Act in accordance with the fee schedule.

St/ Louis Spine & Orthopedic Surgery Center with a 6+ month past due balance in the amount of **\$20,968.68** which remittance should have already been received pursuant to Section 8.2 of the Act in accordance with the fee schedule.

CT Partners of Chesterfield with a 6+ month past due balance in the amount of **\$6,050.71** which remittance should have already been received pursuant to Section 8.2 of the Act in accordance with the fee schedule.

Premier Anesthesia with a 6+ month past due balance in the amount of **\$4,165.96** which remittance should have already been received pursuant to Section 8.2 of the Act in accordance with the fee schedule.

Imaging Partners of Missouri with a 6+ month past due balance in the amount of **\$2,700.00** which remittance should have already been received pursuant to Section 8.2 of the Act in accordance with the fee schedule.

The Arbitrator indicated he was awarding penalties pursuant to both Section 19(k) and Section 19(l) but, based on his analysis and calculations, it is clear that he awarded only Section 19(k) penalties. The Arbitrator also awarded Section 16 attorney fees in the amount of \$33,624.90, representing 20% of \$168,124.49.

In support of his claim for penalties and fees, Petitioner offered a Petition for Penalties and Fees (PX 3). This Petition is not time-stamped but, at oral arguments, the parties agreed that the Petition was filed on or shortly before May 13, 2009, the date of arbitration. Petitioner also

11IWCC0670

offered copies of multiple letters his counsel sent to Respondent's counsel enclosing medical records and/or bills and making demands for payment.

In response to Petitioner's claim for penalties and fees, Respondent offered an undated affidavit of Sue Zellers, an adjuster at Respondent's Department of Central Services Management (CMS), along with a "Voucher Selection" print-out. Zellers' affidavit makes no specific reference to Petitioner's repetitive trauma claim, treatment or bills. Zellers simply attests that she is the adjuster handling "this file at this time." Zeller also attests that she has "conducted an extensive review of the file in all regards," that "no bills to providers are being denied," and that "bills are in the CMS system which are unpaid but approved for payment." Zellers goes on to attest that Respondent "is currently operating under great financial stress," that "all that is preventing payment is the availability of funds," and that CMS is paying interest on unpaid bills as required by Section 8.2(d) of the Act. The print-out lists a variety of providers and voucher amounts. The vouchers bear various dates running from October 4, 2008 through February 24, 2009. The print-out lists no actual voucher numbers. At oral arguments, Respondent's counsel explained to the Commission that only those vouchers bearing numbers represent actual payments. If a voucher lacks a corresponding number, the voucher simply represents an approved payment. Based on counsel's representations, the Commission interprets the print-out as showing only approved, and not actual, payments.

The Arbitrator did not list any dates of service but indicated he was awarding penalties and fees only on amounts due per the fee schedule that had been outstanding for six or more months. The Commission has reviewed the underlying records and bills. The manifestation date was July 1, 2008. Dr. Brown performed Petitioner's initial upper extremity surgeries at Timberlake Surgery Center on August 24, 2008 and September 11, 2008, eight months prior to the arbitration hearing of May 13, 2009. Petitioner's cervical spine surgery, however, did not take place until December 9, 2008, approximately five months prior to arbitration. That surgery was performed by Dr. Gornet and his post-operative care extended into the early part of 2009. Based on the record as a whole, and giving consideration to the time frame, Respondent's fiscal crisis and Respondent's progress in placing certain of Petitioner's bills in line for payment, the Commission elects to modify the Decision of the Arbitrator by awarding Section 19(k) penalties and Section 16 attorney fees only on the bills referenced in Petitioner's first seven letters dated September 23, 2008 through October 31, 2008. These bills include the Timberlake Surgery Center bill in the amount of \$15,247.05 for outpatient surgery performed on September 11, 2008, the Pinckneyville Community Hospital bill in the amount of \$396.38 for treatment rendered from August 25, 2008 through September 3, 2008, another Timberlake Surgery Center bill in the amount of \$1,841.70 for an injection administered on September 11, 2008, the CT Partners of Chesterfield bill in the amount of \$4,095.91 for services performed on September 22, 2008, Dr. Gornet's bill in the amount of \$123.00 for an office visit of September 22, 2008, and four Premier Anesthesia bills, each in the amount of \$600.00, for anesthesia administered on August 24, 2008 and September 11, 2008. These bills total \$24,104.04. In the Commission's view, Respondent acted in an objectively unreasonable manner in failing to pay any amounts toward these bills prior to the arbitration hearing of May 13, 2009. As the Arbitrator noted, Respondent did not object to any of the bills Petitioner offered at arbitration (T.6). Accordingly, the Commission awards Petitioner Section 19(k) penalties in the amount of \$12,052.02, representing 50% of \$24,104.04, and Section 16 attorney fees in the amount of \$4,820.81, representing 20% of \$24,104.04.

All else is otherwise affirmed and adopted.

IT IS THEREFORE ORDERED BY THE COMMISSION that the Decision of the Arbitrator filed on June 8, 2009 is hereby modified as stated herein and otherwise affirmed and adopted.

IT IS FURTHER ORDERED BY THE COMMISSION that Respondent pay to Petitioner the sum of \$649.61 per week for a period of 272.95 weeks, as provided in §8(e) and §8(d)2 of the Act, for the reason that the injuries sustained caused the loss of use of Petitioner's right hand to the extent of 17.5%, the left hand to the extent of 17.5%, the right arm to the extent of 20% and the left arm to the extent of 20% and the body as a whole to the extent of 20%.

IT IS FURTHER ORDERED BY THE COMMISSION that Respondent pay to Petitioner the sum of \$171,801.46 for medical expenses under §8(a) of the Act.

IT IS FURTHER ORDERED BY THE COMMISSION that Respondent pay to Petitioner the sum of \$24,104.04 in penalties pursuant to Section 19(k) of the Act.

IT IS FURTHER ORDERED BY THE COMMISSION that Respondent pay to Petitioner the sum of \$4,820.81 in attorney fees pursuant to §16 of the Act.

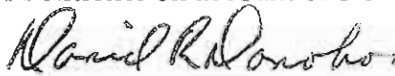
IT IS FURTHER ORDERED BY THE COMMISSION that Respondent pay to Petitioner interest under §19(n) of the Act, if any.

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

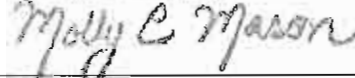
JUL 7 - 2011

DATED:

drd/adc
o-2/15/11
68



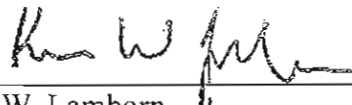
Daniel R. Donohoo



Molly C. Mason

DISSENT

While I concur with the majority's holding that Arbitrator Dibble's findings did not award Section 19(l) penalties, I respectfully dissent from all other aspects of the majority's decision. I find no evidence of unreasonable or vexatious conduct within the meaning of Section 19(k) and as such would not award penalties under Section 19(k) or attorney fees under Section 16.



Kevin W. Lamborn

ILLINOIS WORKERS' COMPENSATION COMMISSION
NOTICE OF ARBITRATOR DECISION

STARKWEATHER, SEAN

Employee/Petitioner

Case# **08WC030919**

11IWCC0670

SOI/MENARD CORRECTIONAL CENTER

Employer/Respondent

On 06/08/2009, 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 0.29% 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:

0969 THOMAS C RICH PC
6 EXECUTIVE DR
SUITE 3
FAIRVIEW HTS, IL 62208

0502 ST EMPLOYMENT RETIREMENT SYSTEMS
2101 S VETERANS PARKWAY*
PO BOX 19255
SPRINGFIELD, IL 62794

0557 ASSISTANT ATTORNEY GENERAL
BARRY WESLEY
1001 E MAIN ST BLDG #1
CARBONDALE, IL 62901

0498 STATE OF ILLINOIS
ATTORNEY GENERAL
100 W RANDOLPH ST
13TH FLOOR
CHICAGO, IL 60601

1350 DEPARTMENT OF CORRECTIONS
WORKERS' COMPENSATION CLAIMS
1301 CONCORDIA COURT
PO BOX 19277
SPRINGFIELD, IL 62794

CERTIFIED as a true and correct copy
pursuant to 8-20 ILCS 306/1-4

JUN - 9 2009



Cynthia E. Parker
CYNTHIA E. PARKER, Acting Secretary
ILLINOIS WORKERS' COMPENSATION COMMISSION

STATE OF ILLINOIS)
)
COUNTY OF Williamson)

| | |
|-------------------------------------|---------------------------------------|
| <input type="checkbox"/> | Injured Workers' Benefit Fund (§4(d)) |
| <input type="checkbox"/> | Rate Adjustment Fund (§8(g)) |
| <input type="checkbox"/> | Second Injury Fund (§8(e)18) |
| <input checked="" type="checkbox"/> | None of the above |

ILLINOIS WORKERS' COMPENSATION COMMISSION
ARBITRATION DECISION

Sean Starkweather
Employee/Petitioner

Case # 08 WC 30919

v.

Herrin

State of Illinois/Menard Correctional Center
Employer/Respondent

11IWCC0670

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 John Dibble, arbitrator of the Commission, in the city of Herrin, on 5/13/09. 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 the 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 the petitioner's employment by the respondent?
- D. What was the date of the accident?
- E. Was timely notice of the accident given to the respondent?
- F. Is the petitioner's present condition of ill-being causally related to the injury?
- G. What were the petitioner's earnings?
- H. What was the petitioner's age at the time of the accident?
- I. What was the petitioner's marital status at the time of the accident?
- J. Were the medical services that were provided to petitioner reasonable and necessary?
- K. What amount of compensation is due for temporary total disability?
- L. What is the nature and extent of the injury?
- M. Should penalties or fees be imposed upon the respondent?
- N. Is the respondent due any credit?
- O. Other _____

FINDINGS

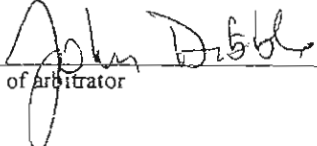
- On 7/1/08, the respondent State of IL/Menard C.C. was operating under and subject to the provisions of the Act.
- On this date, an employee-employer relationship *did* exist between the petitioner and respondent.
- On this date, the petitioner *did* sustain injuries that arose out of and in the course of employment.
- Timely notice of this accident *was* given to the respondent.
- In the year preceding the injury, the petitioner earned \$ 56,300.00; the average weekly wage was \$ 1,082.69
- At the time of injury, the petitioner was 38 years of age, *married* with 1 children under 18.
- Necessary medical services *have not* been provided by the respondent.
- To date, \$ All TTD paid has been paid by the respondent for TTD and/or maintenance benefits.

ORDER

- The respondent shall pay the petitioner temporary total disability benefits of \$ All TTD paid/week for 26 4/7 weeks, from 8/21/08 through 2/23/09, which is the period of temporary total disability for which compensation is payable.
- The respondent shall pay the petitioner the sum of \$ 649.61/week for a further period of 272.95 weeks, as provided in Section 8(e) and 8(d)2 of the Act, because the injuries sustained caused 17.5% permanent partial disability to Petitioner's right hand (35.875 weeks), 17.5% permanent partial disability to Petitioner's left hand (35.875 weeks), 20% permanent partial disability to Petitioner's right arm (50.6 weeks), 20% permanent partial disability to Petitioner's left arm (50.6 weeks), and 20% permanent partial disability to Petitioner's body as a whole (100 weeks).
- The respondent shall pay the petitioner compensation that has accrued from 7/1/08 through 5/13/09, and shall pay the remainder of the award, if any, in weekly payments.
- The respondent shall pay the further sum of \$ 171,801.46 for necessary medical services, as pursuant to Section 8.2, the medical fees schedule, contained in the Amendment to the Illinois Workers Compensation Act. Respondent shall *have credit* for any and all amounts previously paid.
- The respondent shall pay \$ 84,062.25 in penalties, as provided in Section 19(k) and 19(1) of the Act.
- The respondent shall pay \$ 33,624.90 in attorneys' fees, as provided in Section 16 of the Act.

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

June 2, 2009
 Date

FACTS

The parties stipulated that Petitioner sustained accidental injuries in the course and scope of his employment to his bilateral upper extremities at the hands and elbows and to his cervical spine. The histories given to his physicians were:

“Mr. Starkweather explains to me that he has worked for the Menard Correctional Center as a correctional officer since January of 2001. He works eight hours a day, forty hours a week. He provided a detailed type written job description. Basically his job entails locking and unlocking cell doors, cuffing and uncuffing inmates, key turning throughout the day. There are eight galleries of inmates in a cell house, 55 cells on a gallery. The keys that are used range anywhere from a quarter of a pound to a pound. He explains to me that about a year ago he developed gradual onset of numbness and tingling and pain in both his hands. He also has a history of neck pain. (Dr. David Brown, June 30, 2008)”

“This is the first visit and spinal examination for Mr. Starkweather who is a 38 year old man who presents with the chief complaint of neck pain which is centralized in the base with headaches, tingling down both arms to his hands. He feels his problem began slowly over time. He works at Menard Correctional Center. He is involved in the segregation unit. He must key in and unlock the doors. These doors are heavy and often stuck because of the older nature of the structure and slowly over time he has developed increasing pain. His job duties are brought with him today and they have been scanned into our system. He has tried and failed physical therapy, injections, and what sounds to be rhizotomies. He continues to have constant pain, worse with fixed head positions, arm activity, it is better with a neutral position. (Dr. Matthew Gornet, August 14, 2008)”

These were the histories given to Dr. Brown and Dr. Gornet after Petitioner had exhausted treatment with his family physician, physical therapy at Pinckneyville Memorial Hospital, a diagnostic work up, and repeated narcotic pain medication. Dr. Brown’s examination revealed multiple positive orthopedic tests. On the date of his first visit, Dr. Brown also ordered EMG and Nerve Conduction Studies which were consistent with bilateral carpal tunnel syndrome and bilateral cubital tunnel syndrome. Dr. Brown recommended conservative treatment including splinting at the wrist and elbow. In his initial note, Dr. Brown stated that Petitioner’s work duties were a contributing factor to the development of his bilateral carpal

tunnel and cupital tunnel syndrome. Because of his neck complaints, Dr. Brown also recommended that Petitioner see his partner, Dr. Gornet, a spine specialist for evaluation.

Petitioner saw Dr. Gornet on August 14, 2008. He reviewed the prior MRI scan which he believed showed a disc herniation at C3-4 consistent with his neck symptoms. Because (Petitioner was scheduled for carpal and cupital tunnel releases by Dr. Brown, he believed it would be prudent to have him undergo these procedures first. If his symptoms continued to be a problem, he could perform more treatment. He also stated in his initial report that Petitioner's systems were casually connected to his heavy repetitive work duties for Respondent.

Petitioner underwent surgery with Dr. Brown on August 24, 2008 in the form of a left S1 cupital tunnel release and a left carpal tunnel release. This was repeated on the right side on S2 September 11, 2008. Following his surgery with Dr. Brown he was referred for a physical therapy consultation at Pinckneyville Community Hospital and then given home exercises to further improve his condition.

In the interim Dr. Gornet had recommended a CT Myelogram to verify the pathology at C3-4. This was done on September 22, 2008. He recommended that Petitioner finish his treatment with Dr. Brown and return thereafter. On November 24, 2008 Petitioner returned to see Dr. Gornet and advised him that he was still having neck pain and symptoms that were affecting all aspects of his life, including his ability to sleep. Because the CT Myelogram demonstrated a disc abutting the dura at C3-4 and the MRI was almost a year old, Dr. Gornet recommended a repeat MRI. This was done and confirmed the disc herniation at C3-4. | Petitioner underwent cervical spine surgery on December 9, 2008. The operative report shows a broad based small disc herniation with an annular tear compressing the dura. Dr. Gornet noted

11IWCC0670

that Petitioner improved significantly following surgery and released him to return to work on February 24, 2009.

Respondent did not have Petitioner examined.

At Arbitration, Petitioner credibly testified that his hands display occasional numbness especially with activities such as driving and mowing his lawn. The same was true of his elbows. He has difficulty sleeping for eight hours straight and awakes with discomfort. He cannot move objects or lift weights as he used to be able to and has difficulty playing with his 7-year old daughter. He suffers some limited range of motion in his neck and has pain upon moving his head. He takes over-the-counter medication on a regular basis and his pain is activity driven. His pain is activity driven.

DECISION

In support of the Arbitrator's Decision relating to "j" were the medical services that were provided to Petitioner reasonable and necessary, the Arbitrator finds that as a result of his heavy repetitive work duties, Petitioner sustained injuries to both elbows and wrists in the form of bilateral carpal tunnel and cubital tunnel syndrome. This caused numbness, tingling, loss of strength, and when Petitioner received no relief through medication, splinting, and physical therapy, Dr. Brown performed surgery which resulted in improvement, enough to allow Petitioner to return to work without restriction. With regard to his neck, the same course was followed. Physical therapy, medication, and injections failed to improve Petitioner's condition and following surgery, Petitioner was returned to work without restrictions in a remarkably short time thereafter.

Respondent did not have Petitioner examined.

Based on the foregoing, the Arbitrator orders Respondent to pay the medical bills contained in Petitioner's group exhibit pursuant to Section 8.2, the medical fee schedule, contained in the Amendment to the Illinois Workers Compensation Act. Respondent shall have credit for any and all amounts previously paid.

11IWCC0670

In support of the Arbitrator's Decision relating to "l" what is the nature and extent of the injury, the Arbitrator finds that the parties stipulated that as a result of his work activities, Petitioner sustained injuries in the form of bilateral cubital tunnel syndrome and bilateral carpal tunnel syndrome as well as a disc herniation and annular tear at C34. While these were surgically repaired and Petitioner was allowed to return to work without restrictions, he testified credibly at Arbitration that his hands display occasional numbness especially with activities such as driving and mowing his lawn. The same was true of his elbows. He has difficulty sleeping for eight hours straight and awakes with discomfort. He cannot move objects or lift weights as he used to be able to and has difficulty playing with his 7-year old daughter. He suffers some limited range of motion in his neck and has pain upon moving his head. He takes over-the-counter medication on a regular basis and his pain is activity driven.

In support of the Arbitrator's Decision relating to "m" should penalties or fees be imposed upon the Respondent, the Arbitrator finds that Respondent stipulated the charges of the medical providers for treatment rendered to Petitioner that were causally connected to the incident and further were reasonable and customary. The Arbitrator also notes that each of the medical provider's submitted affidavits that the charges were reasonable and customary. A further review of these charges reveals that nothing has been paid on any of these bills, including that of Petitioner's primary care physicians.

This was one of twelve cases tried where Respondent has not paid large amounts of admittedly reasonable and causally connected bills. Section 19(k) of the Illinois Worker's Compensation Act authorizes a penalty of 50% of the amount payable at the time of an award before a "unreasonable or vexatious delay of payment or intentional underpayment of compensation," and also when "proceedings have been instituted or carried on which do not

present a real controversy, but are merely frivolous or for delay.” 820 ILCS 305/19(k).

Imposition of these penalties is intended to address situations where there is not only a delay, but the delay is deliberate or the result of bad faith or improper purpose. The following paragraph appears on page 5-53 of the Illinois Institute for Continuing Legal Education handbook on Worker’s Compensation. (Section 5.58)

The following standards for assessment of 19(k) penalties have been articulated in numerous judicial and Commission decisions and are as follows:

1. The employer bears the burden of justifying the delay in benefit payment.
2. Assessment of penalties (and attorneys’ fees) is not proper if an employer’s nonpayment is based on a reasonable and good faith challenge to liability.
3. Reasonableness is the critical test or standard.
4. It is not good enough merely to assert an honest belief that the employee’s claim is invalid or that the award is not supported by the evidence; an employer’s belief is “honest” only if justified by the facts that a reasonable person in the employer’s position would have.”

The Arbitrator has reviewed the cases submitted by Respondent and has ascertained that its reason for nonpayment can be stated in two sentences.

“We don’t have the money to pay Petitioner’s admittedly compensable medical bills. We don’t know when we’re going to pay them.”

Respondent has unilaterally decided to place the burden of payment of medical expenses and the risks associated with non-payment on its employees. When an insurance company licensed to do business in the State of Illinois runs out of funds from which it pays its obligations under the Illinois Worker’s Compensation Act the Illinois Guarantee Fund steps in to make the Petitioners whole. Self insured’s like Respondent gain their self insured status through its promise to satisfy its obligations. When insurance company XYZ fails to pay its obligations its license to do business is revoked and the company is forced into receivership or bankruptcy.

11IWCC0670

While Respondent may claim that Group Insurance is available to pay the bills, Group Insurance must be reimbursed along with reimbursement of the inevitable deductibles and co-pays. The effect that its failure to pay bills has on the Worker's Compensation Act is a chilling effect designed to stop Petitioners from seeking treatment when they know bills will not be paid. The case which Respondent cites is not applicable since the Motion for Penalties was a result of an unpaid settlement which was deferred by agreement. Here Respondent admits it has obligations and that there is no confusion or uncertainty as to its liability. Petitioners have no other remedy.

After appropriate deductions are made pursuant to Section 8.2, the medical fee schedule contained in the amendment to the Illinois Workers Compensation Act, the Arbitrator finds that the outstanding balances owed to the medical providers are as follows:

- Pinckneyville Community Hospital with a 6+ month past due balance in the amount of \$12,070.02 which remittance should have already been received pursuant to 8.2 of the Act in accordance with the fee schedule;
- Southern Illinois Pain Management with a 6+ month past due balance in the amount of \$6,707.39 which remittance should have already been received pursuant to 8.2 of the Act in accordance with the fee schedule;
- Family Medical Care Center with a 6+ month past due balance in the amount of \$25.00 which remittance should have already been received pursuant to 8.2 of the Act in accordance with the fee schedule;
- The Orthopedic Center of St. Louis for Dr. David M. Brown with a 6+ month past due balance in the amount of \$32,854.00 which remittance should have already been received pursuant to 8.2 of the Act in accordance with the fee schedule;
- Timberlake Surgery Center with a 6+ month past due balance in the amount of \$34,177.50 which remittance should have already been received pursuant to 8.2 of the Act in accordance with the fee schedule;
- The Orthopedic Center of St. Louis for Dr. Matthew F. Gornet with a 6+ month past due balance in the amount of \$48,405.23 which remittance should have already been received pursuant to 8.2 of the Act in accordance with the fee schedule;

11IWCC0670

- St. Louis Spine & Orthopedic Surgery Center with a 6+ month past due balance in the amount of \$20,968.68 which remittance should have already been received pursuant to 8.2 of the Act in accordance with the fee schedule;
- CT Partners of Chesterfield with a 6+ month past due balance in the amount of \$6,050.71 which remittance should have already been received pursuant to 8.2 of the Act in accordance with the fee schedule;
- Premier Anesthesia with a 6+ month past due balance in the amount of \$4,165.96 which remittance should have already been received pursuant to 8.2 of the Act in accordance with the fee schedule;
- Imaging Partners of Missouri with a 6+ month past due balance in the amount of \$2,700.00 which remittance should have already been received pursuant to 8.2 of the Act in accordance with the fee schedule.

Therefore pursuant to Section 19(k) and 19(l) penalties are assessed and awarded in the amount of \$84,062.25 which represents 50% on the outstanding balance of the allowed charges for the providers set forth in the Act totaling \$168,124.49.

Furthermore, the Arbitrator awards Attorney fees in the amount of \$33,624.90 pursuant to Section 16 of the Act.