Below the Red Line

Workers' Compensation Update

"We've Got You Covered!"

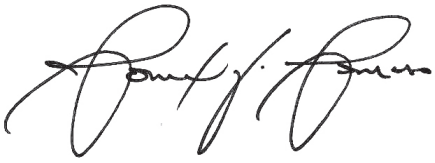
A Newsletter for Employers and Claims Professionals — *April 2016*

A Word From The Practice Group Chair

This time of the year means baseball, barbeque, the smell of flowers, working in the yard, and more importantly, the Heyl Royster Spring Claims Handling Seminar. In fact, we anticipate this Seminar is going to be so good, we are doing it twice! The first date is May 19, in Bloomington, Illinois, and the second is on June 16, in Naperville, Illinois. So, you can choose which one to attend, but please choose one and go to our website www.heylroyster.com to sign up!

Our April Newsletter is written by our appellate guru, Brad Elward, who focuses on an alarming trend becoming more prevalent. The petitioners' bar is attempting to avail itself of a statute allowing the recovery of nine percent interest on any award (during an appeal process) as opposed to the much lower rate the Illinois Workers' Compensation Commission sets after a final decision is issued. The numbers can be downright frightening. Brad does an excellent job breaking down the issue, trends, applicable laws and cases, followed by an outline of what to do to combat this issue.

As always, if you have any questions or ongoing concerns, I invite you to contact me or any Heyl Royster attorney you are working with as we all stand ready to help our clients work through these difficult claims handling issues.



Toney J. Tomaso
WC Practice Group Chair
ttomaso@heylroyster.com

31st ANNUAL CLAIMS HANDLING SEMINAR

think outside

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MAY 19, 2016
Bloomington, Illinois

THURSDAY,
JUNE 16, 2016
Naperville, Illinois

Go to **heylroyster.com** for more information & to register for this year's seminar.

In this issue . . .

DON'T PAY THAT HIGH INTEREST RATE!

A disturbing new trend is making its way across the State of Illinois – claimants demanding nine percent judgment interest on Commission awards based on the date of the circuit court's affirmation on judicial review. While this is a complex issue, it is nevertheless one we want to bring to your attention because it can dramatically impact the cost of your case.

Common Scenario

The typical scenario plays out like this – a claimant secures a favorable award of benefits and the employer appeals the decision to the circuit court, and perhaps the appellate court, and the Commission's award is upheld. As we all know, the arbitration decision sets forth an interest rate applicable to each award "at a rate equal to the yield on indebtedness issued by the United States Government with a 26-week maturity next previously auctioned on the day on which the decision is filed." 820 ILCS 305/19(n).

In some cases of recent vintage, this rate has been as low as 0.11 percent. Thus, if the total award due and owing to the claimant is $150,000, the amount of interest due under section 19(n) equals $165 annually.

In stark contrast, nine percent judgment interest on that same award equals $13,500 annually –an appreciable difference. And if there is a several year period between the date of the arbitrator's award and the date of payment – say after a lengthy appeal to the appellate court – this amount can skyrocket. For example, four years could mean the difference between section 19(n) interest of $660 and section 2-1303 interest of $54,000.

In the vast majority, if not super-majority of cases, employers and their carriers tender payment of the award plus interest immediately following a decision to forgo further appeal. Again using our example, in such a case we would simply tender the $150,000 in benefits plus $165 in section 19(n) interest per annum and close our files.

The Problem

What we are now seeing, particularly in the so-called "collar counties" and in southern Illinois, is a growing tendency for petitioner's counsel to demand that employers to pay interest at the nine percent judgment rate based on section 2-1303 of the Code of Civil Procedure. This rate applies to any judgment rendered by the circuit court.

Section 2-1303, in relevant part, provides:

> Judgments recovered in any court shall draw interest at the rate of 9% per annum from the date of the judgment until satisfied .... When judgment is entered upon any award, ..., interest shall be computed at the above rate, from the time when made or rendered to the time of entering judgment upon the same, and included in the judgment.

735 ILCS 5/2-1303.

According to the petitioner's bar, section 2-1303 judgment interest applies because, in their mind, the circuit court's order affirming the Commission's decision is a "judgment" under the first sentence of section 2-1303.

In most cases, the petitioner's bar makes this demand to employers, who in some cases are paying the higher amounts. If the employer pays, the claimant wins easily. If the employer balks, some attorneys will simply drop the issue and accept the section 19(n) interest. But in a growing number of cases, when the employers refuse to succumb, claimants are pursuing the nine percent interest claims as part of a section 19(g) proceeding to reduce the Commission's award to an enforceable judgment. At that time counsel then formally seeks the nine percent interest, claiming the employer has failed to pay the award due and owing, and that the employer is being unreasonable and vexatious. The problem lies not only with the higher nine percent interest rate; section 19(g) also authorizes the imposition of attorney's fees.

We currently have three cases pending in the circuit court within our office on the issue of whether the section 19(n) interest rate or higher section 2-1303 judgment rate applies.

The Status of the Law on Interest

Section 19(n) of the Act is the statutory provision setting forth the interest rate applicable to all Commission awards until the award is paid. 820 ILCS 305/19(n); *Radosevich v. Industrial Comm'n*, 367 Ill. App. 3d 769, 777 (4th Dist. 2006). This rate, of course, assumes that the employer/carrier has not actually refused to pay the award and justifiably found itself in a true section 19(g) scenario. But that is another column.

The Commission Decision is Not a Judgment

Contrary to what many claimants counsel believe, a Commission's decision, standing alone, is not a judgment. *Blacke v. Industrial Comm'n*, 268 Ill. App. 3d 26, 28 (3d Dist. 1994); *Radosevich*, 367 Ill. App. 3d at 780; *Aurora East School Dist. v. Dover*, 363 Ill. App. 3d 1048, 1054-1055 (2d Dist. 2006). The sole means to enter judgment on a Commission award is via a section 19(g) proceeding. 820 ILCS 305/19(g); *Juergens Bros. Co. v. Industrial Comm'n*, 290 Ill. 420, 424 (1919).

The Circuit Court's Order Confirming the Commission's Award is Not a Judgment

When presenting a demand for section 2-1303 judgment interest, claimants often argue that the circuit court's order confirming the Commission's decision creates a "judgment" providing the foundation for application of section 2-1303. In a civil case, a circuit court certainly does enter judgment on its orders.

Here, the petitioner's bar overlooks the limited nature of the circuit court's jurisdiction on judicial review. Jurisdiction means simply the power to hear a particular type of case or issue. Section 19(f)(2) of the Act, which governs judicial reviews (appeals) from the Commission to the circuit court, provides very limited power to review the Commission's decision; in essence, the Act restricts the court to either affirm or reverse and remand, or to make such rulings as permitted by law. *Esquivel v. Illinois Workers' Compensation Comm'n*, 402 Ill. App. 3d 156, 159 (2d Dist. 2010); *Nierman v. Industrial Comm'n*, 329 Ill. 623, 627 (1928). The court has no other authority to act.

A line of Illinois Supreme Court decisions has specifically held that a circuit court on judicial review cannot enter judgment and cannot tax costs or interest or authorize enforcement. *Interlake Steel Corp. v. Industrial Comm'n*, 60 Ill. 2d 255, 262 (1975); *Juergens Bros. Co.*, 290 Ill. at 424; *Grand Trunk Western Ry. Co. v. Industrial Comm'n*, 291 Ill. 167, 178 (1919); *Nierman*, 329 Ill. at 627; *J.E. Crowder Seed Co. v. Industrial Comm'n*, 347 Ill. 86, 91 (1931). In each case, the Court based its decision on the limited scope of judicial review as provided for by section 19(f) of the Act. 820 ILCS 305/19(f)(2). While circuit courts are general jurisdiction courts, when they hear cases pursuant to a special statutory jurisdiction they are limited by the language of the statute (here, section 19(f)). When such a statute prescribes a specific form of review, all other forms of review are excluded. *Esquivel*, 402 Ill. App. 3d at 159.

The long and short is simple – a circuit court's order confirming a Commission award creates a final judgment solely for the purposes of finality and subsequent appeal, and has no impact on its enforceability. Therefore, judgment interest cannot be based on the circuit court's order confirming the Commission's decision.

Nine Percent Judgement Interest is *Only* Available Following the Entry of a Section 19(g) Judgment Order, and Then Only on Those Amounts Outstanding at that Time.

There is no question that once a judgment order is entered under section 19(g), any amount of the award that remains due and owing at that time is then subject to the higher nine percent judgment interest rate. Thus, if an employer fails to timely pay an award in full, the claimant may file a section 19(g) petition and obtain entry of judgment on the Commission's award, with that order reflecting the outstanding amount due and imposing section 2-1303 judgment interest.

In our example, assume the employer has a $150,000 benefits award, and pays a portion of that during the pendency of the appeal (because certain issues are not in dispute), but fails to make timely payment of the balance following the conclusion of the appeal. In our hypothetical, assume the employer failed to pay $50,000 of the award. At the time of the circuit court section 19(g) judgment order, judgment will be entered on the

Commission's order, and will note that $50,000 remains due and owing. Moreover, section 2-1303 judgment interest at the rate of nine percent per annum applies to the outstanding amount, and from the date of the original arbitration award.

Thus, if the arbitrator's award was entered on May 1, 2012, a timely payment of the full amount would have resulted in the employer paying $55.00 per year in interest on the $50,000, for a total of $220.00 (assuming payment on May 1, 2016). However, if that amount is not timely paid and a section 19(g) proceeding follows, the nine percent interest yields $4,500 per year, for a total amount of interest of $18,000.

Nine percent judgment interest cannot apply prior to the entry of a section 19(g) order entering judgment on the Commission's decision. A claimant is entitled to section 2-1303 judgment interest "if and when the arbitrator's award or the Commission's decision becomes an enforceable judgment." *Sunrise Assisted Living v. Banach*, 2015 IL App (2d) 140037, ¶ 32. And it cannot be based on the circuit court's affirmance order.

Despite this body of law, the petitioner's bar is filing section 19(g) petitions even where an employer has tendered the entire award plus proper section 19(n) interest. These attorneys then argue that the employer has refused to pay the higher rate of interest (based on the circuit court's affirmance order) and is, therefore, acting unreasonably and vexatiously.

Yet recent case law holds that where an award is paid at the time a section 19(g) petition is filed, there is no refusal to pay, and the petition should be denied. *Sunrise Assisted Living*, 2015 IL App (2d) 140037, ¶ 32.

Another issue with the claimant's efforts to proceed under section 19(g) is the fact that some petitioner's attorneys wrongly believe that such a petition may be filed in the judicial review case following the conclusion of the appeal. In other words, the claimants are filing the section 19(g) motion to enforce in the judicial review captioned case. This is wrong. A circuit court cannot entertain section 19(g) relief in a judicial review proceeding; a separate proceeding filed in the circuit court, and noticed via the Commission, must be filed and served. This distinction is important because any proceedings before the circuit court on an improperly filed section 19(g) petition would be deemed void and a separate filing would have to follow. The result is a waste of the employer and carrier's time and money.

How to Respond to Demands for Nine Percent Judgment Interest

Avoiding section 2-1303's higher nine percent judgment interest rate is imperative and begins with the simple notion of paying an award as soon as it is due and owing and further appeal is ruled out. Moreover, the check should include all interest due on all amounts owed in accordance with section 19(n). If these principles are followed, an employer will be in the best position moving forward. If the tendered interest is accepted, the case is over and the file may be closed.

If only some of the amounts are readily determinable, and others, such as medical bills subject to the medical fee schedule, remain to be determined, the known amounts should be immediately paid and accompanied by a letter explaining that the known benefits are being paid (with applicable section 19(n) interest) and that the employer intends to pay all remaining amounts of medical due in accordance with the Commission's decision, but that the medical bills have been submitted for medical fee schedule review. In that instance, it is very difficult to make a claim of unreasonable delay stick. If the claimant's attorney decides to push for higher judgment interest, the stage will be set to defeat any subsequent section 19(g) proceeding filed in the circuit court.

In defending a section 19(g) proceeding, the fact of payment in full must be stressed, as well as the law stating that the circuit court on judicial review does not have the power to enter judgment or to enforce the Commission's decision. Section 2-1303's judgment interest (which must be based on an entry of judgment) cannot apply.

As we have alluded, this issue is racing across the state and many employers are unnecessarily paying the higher judgment interest rate when the section 19(n) rate clearly applies. You should never find yourself in this predicament. Awards should be paid timely and interest

should be tendered and explained in an accompanying letter. And in all cases, all conversations with petitioner's counsel must be properly documented. If you find yourself facing a demand for section 2-1303 judgment interest, please feel free to contact us.

Brad Elward - Peoria Office

Brad concentrates his work in appellate practice and has a significant sub-concentration in workers' compensation appeals. He has authored more than 300 briefs and argued more than 225 appellate court cases, resulting in more than 100 published decisions.

Brad is Past President of the Appellate Lawyers' Association. He has taught courses on workers' compensation law for Illinois Central College as part of its paralegal program and has lectured on appellate practice before the Illinois State Bar Association, Peoria County Bar, Illinois Institute for Continuing Legal Education, and the Southern Illinois University School of Law.

Brad is the Co-Editor-In-Chief of the IICLE volume on *Illinois Civil Appeals: State and Federal*, and authored the chapter on Workers' Compensation appeals.

RECENT APPELLATE VICTORIES

We are pleased to report to significant victories in the appellate court. Both cases were argued on the recent April oral argument call.

Buxton v. McLean County School Unit 5, 2016 IL App (4th) 150248WC-U.

The Appellate Court, Workers' Compensation Commission Division, unanimously reversed the Commission's decision finding the claimant's trip and fall accident was compensable. The claimant, at the time of her fall, was a school bus driver who was walking on a company parking lot after her shift ended, when she tripped and fell while stepping off a curb. The Commission had found the claimant's accident resulted from a risk faced greater degree than members of the general public. According to the Commission, she was carrying a small bag of food in her left hand, had reportedly "turned around quickly" to go back to her bus to get her logbook, and was on her employer's premises when the fall occurred. The Commission also concluded she had fallen on ice, based on a notation in a chiropractor's records.

The appellate court dismissed the ice condition, finding that the chiropractor had mistakenly mixed a prior fall (which did occur on ice) with the instant fall, where no ice was present. The court further concluded there was no evidence the sack carried by the claimant contributed in any way to her fall, that the claimant had testified she was not in a hurry when she fell, and that the medical record noting she "turned quickly" did not reference the actual point of her fall. Furthermore the court noted the fact that the fall occurred on the employer's premises meant nothing since there was no defect found on the premises. The claimant simply fell while traversing a step, which without more, is not compensable.

Weaver v. Illinois Workers' Compensation Comm'n, 2016 IL App (4th) 150152WC.

The appellate court affirmed the Commission's dismissal of the claimant's section 19(h) petition to modify permanency based on a lack of jurisdiction. The Commission's decision was entered in February 2010, but the claimant did not file a petition to modify permanency until November 2013. Section 19(h) has a 30-month limitations period within which petitions to modify must be filed. The claimant had argued that the time to file was tolled because the original decision was modified on appeal to a permanent total disability benefit award. However, that award was reversed on further appeal, and the original 2010 decision reinstated. According to the appellate court, the time to file a section 19(h) petition to modify permanency benefits commenced with the Commission's decision and was not tolled by appeal of the underlying Commission decision.

HEYL ROYSTER

WORKERS' COMPENSATION GROUP

ILLINOIS WORKERS' COMPENSATION RATES

PEORIA
Craig Young
cyoung@heylroyster.com
(309) 676-0400

CHICAGO
Kevin Luther
kluther@heylroyster.com
(312) 853-8700

EDWARDSVILLE
Toney Tomaso
ttomaso@heylroyster.com
(618) 656-4646

ROCKFORD
Kevin Luther
kluther@heylroyster.com
(815) 963-4454

SPRINGFIELD
Dan Simmons
dsimmons@heylroyster.com
(217) 522-8822

URBANA
Bruce Bonds
bbonds@heylroyster.com
(217) 344-0060

TTD, DEATH, PERM. TOTAL & AMP. RATES

ACCIDENT DATE	MAX. RATE TTD, DEATH, PERM. TOTAL, AMP.	MIN. RATE DEATH, PERM. TOTAL, AMP.
7/15/10 to 7/14/11	1243.00	466.13
7/15/11 to 1/14/12	1261.41	473.03
1/15/12 to 7/14/12	1288.96	483.36
7/15/12 to 1/14/13	1295.47	485.80
1/15/13 to 7/14/13	1320.03	495.01
7/15/13 to 1/14/14	1331.20	499.20
1/15/14 to 7/14/14	1336.91	501.34
7/15/14 to 1/14/15	1341.07	502.90
1/15/15 to 7/14/15	1361.79	510.67
7/15/15 to 1/14/16	1379.73	517.40
1/15/16 to 7/14/16	1398.23	524.34

MINIMUM TTD & PPD RATES

# of dependents, including spouse	7/15/07-7/14/08	7/15/08-7/14/09	7/15/09-7/14/10	7/15/10-7/14/16
0	200.00	206.67	213.33	220.00
1	230.00	237.67	245.33	253.00
2	260.00	268.67	277.33	286.00
3	290.00	299.67	309.33	319.00
4+	300.00	310.00	320.00	330.00

MAXIMUM PERMANENT PARTIAL DISABILITY RATES

ACCIDENT DATE	MAXIMUM RATE
7/1/08 to 6/30/10	664.72
7/1/10 to 6/30/11	669.64
7/1/11 to 6/30/12	695.78
7/1/12 to 6/30/13	712.55
7/1/13 to 6/30/14	721.66
7/1/14 to 6/30/15	735.37
7/1/15 to 6/30/16	755.22

MAXIMUM 8(D)(1) WAGE DIFFERENTIAL RATE

ACCIDENT DATE	MAXIMUM RATE
1/15/13 to 7/14/13	990.02
7/15/13 to 1/14/14	998.40
1/15/14 to 7/14/14	1002.68
7/15/14 to 1/14/15	1005.80
1/15/15 to 7/14/15	1021.34
7/15/15 to 1/14/16	1034.80
1/15/16 to 7/14/16	1048.67

SCHEDULED LOSSES (100%)

	Effective 2/1/06 (and 7/20/05 to 11/15/05)
Person as a whole	500 wks
Arm	253 wks
Amp at shoulder joint	323 wks
Amp above elbow	270 wks
Hand	205 wks
Repetitive carpal tunnel claims	190 wks
Benefits are capped at 15% loss of use of each affected hand absent clear and convincing evidence of greater disability, in which case benefits cannot exceed 30% loss of use of each affected hand.	
Thumb	76 wks
Index	43 wks
Middle	38 wks
Ring	27 wks
Little	22 wks

	Effective 2/1/06 (and 7/20/05 to 11/15/05)
Leg	215 wks
Amp at hip joint	296 wks
Amp above knee	242 wks
Foot	167 wks
Great toe	38 wks
Other toes	13 wks
Hearing	
Both ears	215 wks
One ear	54 wks
Eye	
Enucleated	173 wks
One eye	162 wks
Disfigurement	162 wks

Death benefits are paid for 25 years or $500,000 whichever is greater.

As of 2/1/06, burial expenses are $8,000.

The current state mileage rate is 54¢ per mile.

WORKERS' COMPENSATION PRACTICE GROUP

Practice Group Chair

Toney Tomaso

ttomaso@heylroyster.com

Peoria Office

Contact Attorney:

Craig Young

cyoung@heylroyster.com

Bradford Ingram

bingram@heylroyster.com

James Manning

jmanning@heylroyster.com

Brad Elward

belward@heylroyster.com

Dana Hughes

dhughes@heylroyster.com

Jessica Bell

jbell@heylroyster.com

Vincent Boyle

vboyle@heylroyster.com

Chicago Office

Contact Attorney:

Kevin Luther

kluther@heylroyster.com

Brad Antonacci

bantonacci@heylroyster.com

Lynsey Welch

lwelch@heylroyster.com

Bide Akande

bakande@heylroyster.com

Steven Getty

sgetty@heylroyster.com

Edwardsville Office

Contact Attorney:

Toney Tomaso

ttomaso@heylroyster.com

Amber Cameron

acameron@heylroyster.com

Rockford Office

Contact Attorney:

Kevin Luther

kluther@heylroyster.com

Brad Antonacci

bantonacci@heylroyster.com

Lynsey Welch

lwelch@heylroyster.com

Lindsey D'Agnolo

ldagnolo@heylroyster.com

Steven Getty

sgetty@heylroyster.com

Springfield Office

Contact Attorney:

Daniel Simmons

dsimmons@heylroyster.com

John Langfelder

jlangfelder@heylroyster.com

Jessica Bell

jbell@heylroyster.com

Brett Siegel

bsiegel@heylroyster.com

Urbana Office

Contact Attorney:

Bruce Bonds

bbonds@heylroyster.com

John Flodstrom

jflodstrom@heylroyster.com

Bradford Peterson

bpeterson@heylroyster.com

Joseph Guyette

jguyette@heylroyster.com

Toney Tomaso

ttomaso@heylroyster.com

HEYL ROYSTER

Workers' Compensation Group
"We've Got You Covered!"

Chicago Zone
Contact Attorney:
Kevin J. Luther
kluther@heylroyster.com
312.971.9807

Zone 6
Dockets Covered:
Elgin • Geneva • Wheaton
Contact Attorney:
Kevin J. Luther
kluther@heylroyster.com
815.963.4454

Zone 5
Dockets Covered:
Rockford • Waukegan • Woodstock
Contact Attorney:
Kevin J. Luther
kluther@heylroyster.com
815.963.4454

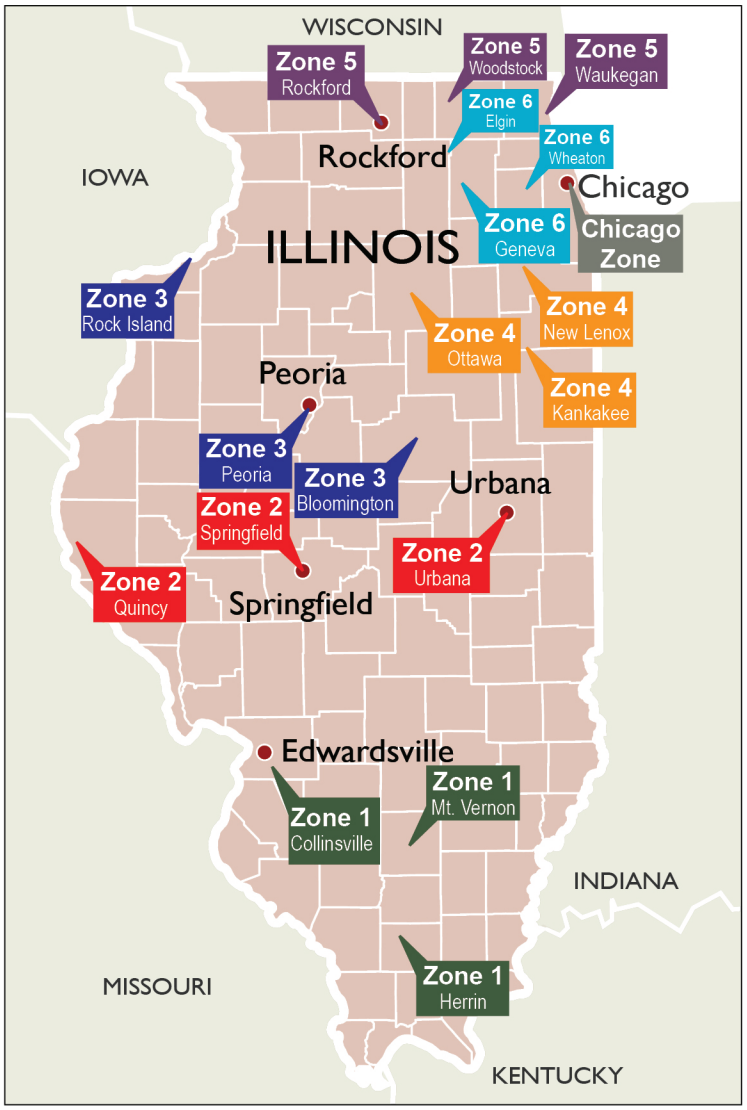
Zone 4
Dockets Covered:
Kankakee • New Lenox • Ottawa
Contact Attorney:
Kevin J. Luther
kluther@heylroyster.com
815.963.4454

Zone 3
Dockets Covered:
Bloomington • Rock Island • Peoria
Contact Attorney:
Craig S. Young
cyoung@heylroyster.com
309.676.0400

Zone 2
Dockets Covered:
Quincy • Springfield • Urbana
Contact Attorney:
Bruce L. Bonds
bbonds@heylroyster.com
217.344.0060

Zone 1
Dockets Covered:
Collinsville • Herrin • Mt. Vernon
Contact Attorneys:
Toney J. Tomaso
ttomaso@heylroyster.com
618.656.4646

ILLINOIS ZONE MAP



Statewide Workers' Compensation Contact
Contact Attorney:
Toney Tomaso - *ttomaso@heylroyster.com*
217-344-0060

Statewide Appellate
Contact Attorney:
Brad A. Elward - *belward@heylroyster.com*
309-676-0400

State of Missouri
Contact Attorney:
Toney Tomaso - - *ttomaso@heylroyster.com*
217-344-0060

State of Wisconsin
Contact Attorney:
Kevin J. Luther - *kluther@heylroyster.com*
815-963-4454

Jones Act Claims
Contact Attorney:
Ann Barron - *abarron@heylroyster.com*
618-656-4646

OFFICE LOCATIONS

Peoria
300 Hamilton Blvd.
PO Box 6199
Peoria, IL 61601
309.676.0400

Chicago
33 N. Dearborn St.
Seventh Floor
Chicago, IL 60602
312.853.8700

Edwardsville
105 W. Vandalia St.
Mark Twain Plaza III
Suite 100
PO Box 467
Edwardsville, IL
62025
618.656.4646

Rockford
120 W. State St.
Second Floor
PO Box 1288
Rockford, IL 61105
815.963.4454

Springfield
3731 Wabash Ave.
PO Box 9678
Springfield, IL 62791
217.522.8822

Urbana
102 E. Main St.
Suite 300
PO Box 129
Urbana, IL 61803
217.344.0060

WWW.HEYLROYSTER.COM

HEYL ROYSTER

Below is a sampling of our practice groups highlighting a partner who practices in that area – For more information, please visit our website
www.heylroyster.com

Appellate Advocacy
Craig Unrath
cunrath@heylroyster.com

Arson, Fraud and First-Party Property Claims
Dave Perkins
dperkins@heylroyster.com

Business and Commercial Litigation
Tim Bertschy
tbertschy@heylroyster.com

Business and Corporate Organizations
Deb Stegall
dstegall@heylroyster.com

Civil Rights Litigation/Section 1983
Keith Fruehling
kfruehling@heylroyster.com

Class Actions/Mass Tort
Patrick Cloud
pcloud@heylroyster.com

Construction
Mark McClenathan
mmcclenathan@heylroyster.com

Employment & Labor
Brad Ingram
bingram@heylroyster.com

Governmental
John Redlingshafer
jredlingshafer@heylroyster.com

Insurance Coverage
Jana Brady
jbrady@heylroyster.com

Liquor Liability/Dramshop
Nick Bertschy
nbertschy@heylroyster.com

Long Term Care/Nursing Homes
Mike Denning
mdenning@heylroyster.com

Mediation Services/Alternative Dispute Resolution
Brad Ingram
bingram@heylroyster.com

Product Liability
Rex Linder
rlinder@heylroyster.com

Professional Liability
Renee Monfort
rmonfort@heylroyster.com

Railroad Litigation
Steve Heine
sheine@heylroyster.com

Toxic Torts & Asbestos
Lisa LaConte
llaconte@heylroyster.com

Trucking/Motor Carrier Litigation
Matt Hefflefinger
mhefflefinger@heylroyster.com

Workers' Compensation
Toney Tomaso
ttomaso@heylroyster.com

Scan this QR Code for more information about our practice groups and attorneys

Peoria
300 Hamilton Boulevard
PO Box 6199
Peoria, IL 61601
309.676.0400

Chicago
33 N. Dearborn Street
Seventh Floor
Chicago, IL 60602
312.853.8700

Edwardsville
105 West Vandalia Street
Mark Twain Plaza III
Suite 100
PO Box 467
Edwardsville, IL 62025
618.656.4646

Rockford
120 West State Street
PNC Bank Building
2nd Floor
PO Box 1288
Rockford, IL 61105
815.963.4454

Springfield
3731 Wabash Ave.
PO Box 9678
Springfield, IL 62791
217.522.8822

Urbana
102 E. Main St.
Suite 300
PO Box 129
Urbana, IL 61803
217.344.0060