ILLINOIS WORKERS' COMPENSATION COMMISSION

DECISION SIGNATURE PAGE

Case Number	25WC020372
Case Name	Amber Wilkerson v. United Community Credit Union
Consolidated Cases	
Proceeding Type	Petition for Review under 19(b)
Decision Type	Corrected Commission Decision
Commission Decision Number	26IWCC0279
Number of Pages of Decision	11
Decision Issued By	Marc Parker, Commissioner, Maria Portela, Commissioner

Petitioner Attorney	Matt Brewer
Respondent Attorney	Stephanie Kevil

DATE FILED: 10/5/2026

/s/Maria Portela, Commissioner

Signature

DISSENT

/s/Marc Parker, Commissioner

Signature

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 SANGAMON)	☐ Reverse	☐ Second Injury Fund (§8(e)18)
		☐ PTD/Fatal denied
	☐ Modify	☒ None of the above

BEFORE THE ILLINOIS WORKERS' COMPENSATION COMMISSION

AMBER WILKERSON,

Petitioner,

vs. NO: 25WC020372
26IWCC0279

UNITED COMMUNITY CREDIT UNION,

Respondent.

CORRECTED DECISION AND OPINION ON REVIEW

Timely Petition for Review under §19(b) having been filed by the Petitioner herein and notice given to all parties, the Commission, after considering the issues of accident, causal connection, medical expenses, prospective medical treatment, temporary total disability and temporary partial disability, 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, but makes a clarification as outlined below.

The Commission agrees with the Arbitrator that Petitioner's accident did not involve any risk distinctly associated with her employment as defined by *McAllister v. Ill. Workers' Comp. Comm'n,* 450 Ill. Dec. 309 (2020) and *Caterpillar Tractor Co. v. Indus. Com.*, 129 Ill. 2d 52 (1989). Moreover, the facts in this case fail to support that this is an unexplained fall which are generally found to be compensable. *See e.g., Chicago Tribune Co. v. IC,* 136 Ill.App.3d 260 (1st Dist. 1985). Instead, the injury involved an issue with Petitioner's sandals which caused her to stumble and fall at work. As noted by the Arbitrator, Petitioner's fall was not the result of tripping on a defect, or falling on uneven or slippery ground at work, and Petitioner's act of walking to the copier to scan documents was also not contributory to her risk of falling. *First Cash Fin. Servs. v. Indus. Comm'n*, 367 Ill. App. 3d 102, 105-06 (2006). (By itself, the act of walking across a floor at the employer's place of business does not establish a risk arising out of the employment). Furthermore, her choice in footwear was neither mandated by Respondent nor incidental to her job

duties of scanning documents. *Caterpillar Tractor Co. v. Indus. Com.*, 129 Ill. 2d 52, 58 (1989). For these reasons, the Commission affirms the Arbitrator's conclusion that Petitioner failed to establish some causal relation between the employment and her injury.

We next correct the following clerical errors:

Caption page: We clarify that this Decision was issued pursuant to §19(b) of the Act.

Page 4, last paragraph: The citation to "*McAllister v. Ill. Workers' Comp. Comm'n*, 181 N.E. 3d 656 at 665, 450 Ill. Dec. 30**4** at 313 (Ill. 2020)" is corrected to read "…450 Ill. Dec. 30**9** at 313."

Page 5, second full paragraph: The citation to *McAllister* is incorrect. We strike "181 N.E. *2*d. at 313" and replace it with "450 Ill. Dec. at 313."

Page 5, last paragraph, last sentence: We correct the citation to "T p. 18" by striking "18" and replacing it with "38, 85-86."

All else is affirmed and adopted.

IT IS THEREFORE ORDERED BY THE COMMISSION that the Decision of the Arbitrator filed January 8, 2026 is hereby affirmed and adopted with the clarifications noted above.

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.

No bond for the removal of this cause to the Circuit Court by Respondent is required because no award was made. 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.

/s/ *Maria E. Portela*

OCTOBER 5 2026

/s/ *Christopher A. Harris*

MEP/se
O: 9/10/26
49

DISSENT

I respectfully dissent from the Decision of the Majority. Petitioner was injured while performing a task distinctly associated with her employment. *See McAllister v. Ill. Workers'*

Comp. Comm'n, 450 Ill. Dec. 309 (2020). The act of carrying documents to the scanner was an act Petitioner was instructed to perform and one that she would reasonably be expected to perform incident to her assigned duties. *See Caterpillar Tractor Co. v. Indus. Com.*, 129 Ill. 2d 52 (1989). Therefore, I believe petitioner's accident arose out of her employment and is compensable. I would reverse the Arbitrator's Decision and award benefits accordingly.

/s/ *Marc Parker*

ILLINOIS WORKERS' COMPENSATION COMMISSION

DECISION SIGNATURE PAGE

Case Number	25WC020372
Case Name	Amber Wilkerson v. United Community Credit Union
Consolidated Cases	
Proceeding Type	Request for Hearing
Decision Type	Arbitration Decision
Commission Decision Number	
Number of Pages of Decision	7
Decision Issued By	Adam Hinrichs, Arbitrator

Petitioner Attorney	Matthew Brewer
Respondent Attorney	Joseph Marciniak, Stephanie Kevil

DATE FILED: 1/8/2026

/s/ Adam Hinrichs, Arbitrator
Signature

INTEREST RATE WEEK OF JANUARY 6 2026 3.48%

STATE OF ILLINOIS)
)SS.
COUNTY OF **Sangamon**)

☐ 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

Amber Wilkerson
Employee/Petitioner
v.
United Community Credit Union
Employer/Respondent

Case # **25**WC **020372**

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 **Adam Hinrichs**, Arbitrator of the Commission, in the city of **Springfield**, on **10/30/2025.** 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

On the date of accident, **6/17/2025**, 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 $**44,335.20**; the average weekly wage was $**852.60**.

On the date of accident, Petitioner was **62** years of age, ***married*** with **0** dependent children.

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

Respondent shall be given a credit of $**0** for TTD, $**0** for TPD, $**0** for maintenance, and **$0** for other benefits, for a total credit of $**0**

ORDER

Petitioner has failed to prove that she sustained an accident arising out of and in the course of her employment by Respondent. All other issues are rendered moot.

Petitioner's request for benefits under the Act 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

JANUARY 8 2026

FINDINGS OF FACT

Amber Wilkerson ("Petitioner") is a mortgage loan processor for United Community Credit Union ("Respondent"). On June 17, 2025, she was working at Respondent's premises when she tripped and fell while walking down a hall. (Transcript "T" p.15). Petitioner testified that there was no defect or object in the area that caused her to fall. (T p. 34). Petitioner testified that she tripped over her own foot, and that it was possible the sandals that she was wearing caused her to fall. (T p. 15-18).

Petitioner testified that at the time she fell she was walking to the copier to scan a document as part of her job duties. (T p. 15). Petitioner testified that she did this about two times per day. (T p. 18). Petitioner would walk about the same distance to use the restroom and would also walk to other parts of the bank including the area designated for the public. (T pp. 38-39, 48). Petitioner testified that the piece of paper she was holding while walking did not contribute to her fall. (T p. 35).

Robert Turek, a consumer loan processor at United Community Credit Union, testified for Respondent that he had observed Wilkerson approaching the copy room. (T p. 77). He recalled her footwear sounded like an open-back sandal or flip-flop. (T p. 82) Mr. Turek saw that when she fell, she was about five to six feet away from him as he sat in his office. (T pp. 78-79). When he went into the hallway to check on her, she told him that she tripped over her shoe. (T p. 78). He did not notice any hazards in the area where Petitioner fell. (T p. 78). Ronnie Nelson, a lending support specialist for Respondent, testified that she was first one to arrive in the copier room did not notice any hazards on the floor. (T p. 91).

Carrie Potter, Respondent's HR representative, testified that part of her job duties is to investigate workplace accidents and determine if there were any hazards that caused the accidents. (T pp. 50-51). She was notified about Petitioner's fall on June 17, 2025, and took witness statements from Ronnie Nelson and Robert Turek that afternoon. (T p. 56). Robert Turek reported that Petitioner said she had tripped over her own foot. (T p. 56; RX1; RX2). Ms. Potter also inspected the copier room and did not find any hazards. (T p. 54; RX3).

Ms. Potter spoke with Petitioner the day after the accident. Based on her investigation, Ms. Potter determined that Petitioner had tripped over her shoe and there were no hazards in the workplace. (T p. 54; RX1). Petitioner did not mention any hazards or defects that caused her to fall, nor did she mention anything about her job duties that caused the fall. (T p. 72; RX1).

Following her fall, Petitioner was picked up by her husband and she went to urgent care. Petitioner presented the same day to Quincy Medical Group (QMG) Orthopedics/Sports Medicine, where she stated that "she tripped on her shoe, twisted her ankle and felt a pop followed by immediate pain." (PX2, p. 1). The medical records reflect "She was wearing a sandal type shoe at the time of the injury and sort of came out of the shoe causing her to turn the ankle." *Id*. During that visit, right ankle X-rays were ordered, an MRI without contrast was scheduled, tramadol was prescribed, and a CAM boot and knee scooter was issued with instructions for non-weightbearing, elevation, and follow-up with orthopedic surgeon Dr. Osaretin Idusuyi after an MRI. *Id*. at 9-10, 34-35.

On June 24, 2025, Dr. Idusuyi's orthopedic evaluation documented a complete Achilles rupture with loss of push-off strength and a nondisplaced medial malleolus fracture on three-view ankle radiographs, and he recommended surgical repair of the right Achilles tendon. *Id*. at 48, 51.

On June 26, 2025, Petitioner underwent right Achilles tendon repair at Blessing Hospital under general anesthesia, with same-day discharge and non-weightbearing instructions. (PX4, p. 50, 63-63, 68).

On July 10, 2025, Petitioner visited the clinic for post-operative pain and follow-up. Her diagnoses included post-operative pain, Achilles tendon rupture, and status post right Achilles tendon reconstruction surgery. Petitioner was prescribed hydrocodone-acetaminophen for pain management and continued her other medications. (PX2 p. 61)

On August 14, 2025, Petitioner had a follow-up visit for her Achilles tendon reconstruction. She continued taking her medications, including atorvastatin, escitalopram, lisinopril, tramadol, hydrocodone-acetaminophen, and silver sulfadiazine cream. (PX2 p. 106)

On August 21, 2025, Petitioner was diagnosed with wound dehiscence, a skin ulcer of the right heel with necrosis of muscle, and surgical wound dehiscence. She was prescribed levofloxacin and doxycycline for infection management, along with her existing medications. (PX2 p. 116)

On August 28, 2025, her diagnoses included wound dehiscence and an infected wound. She continued taking her medications, including hydrocodone-acetaminophen, levofloxacin, lisinopril, and silver sulfadiazine cream. (PX2 p. 126)

On September 10, 2025, Petitioner had an initial consult for a wound infection with Dr. Saad. She continued taking antibiotics and other medications. (PX 2 p. 138) On September 11, 2025, Petitioner had a follow-up visit with Dr. Idusuyi for her infected wound and post-operative pain. Repeat debridement was performed and further cultures were taken. (PX2 p. 153)

On September 22, 2025, Petitioner had a follow-up visit with Dr. Idusuyi. She continued taking atorvastatin, escitalopram, lisinopril, and levofloxacin. She also received a dalbavancin injection for infection management. (PX 2 p. 164) On September 29, 2025, Petitioner had another follow-up visit with Dr. Saad for wound infection and long-term antibiotic use. (PX2 p. 181)

CONCLUSIONS OF LAW

Issue (C): Did an accident occur that arose out of and in the course of Petitioner's employment by Respondent? The Arbitrator finds as follows:

In order for a Petitioner to be entitled to worker's compensation benefits, the injury must "arise out of" and occur "in the course of" the claimant's employment. 820 ILCS 305/1(d). Both elements must be present at the time of the injury to justify compensation. *McAllister v. Ill. Workers' Comp. Comm'n*, 181 N.E. 3d 656 at 665, 450 Ill. Dec. 304 at 313 (Ill. 2020). Thus, to be compensated, the Petitioner must prove by a preponderance of the evidence both (1) that the

injury occurred in the course of Petitioner's employment and that (2) that the injury arose out of claimant's employment. *Id*.

The evidence clearly establishes that Petitioner's injury occurred during work hours while Petitioner was at her work location. Thus, the Arbitrator finds that the Petitioner has satisfied one element necessary to prove a work accident, and finds that her injury occurred in the course of her employment by Respondent.

Whether the injury arose out of Petitioner's employment is disputed by Respondent. To satisfy the "arising out of" component, the Petitioner must demonstrate that the injury had its origin in some risk connected with, or incidental to, the employment so as to create a causal connection between the employment and the accidental injury. *McAllister* at 181 N.E. 2d. at 313. "The mere fact that [Petitioner] was present at the place of injury because of [her] employment duties will not by itself suffice to establish that the injury arose of the employment." *Brady v. Louis Ruffalo & Sons Constr. Co.*, 143 Ill. 2d 542 at 550, 578 N.E.2d 921, at 924. The risks of employment fall within three categories: "(1) risks distinctly associated with the employment; (2) risks personal to the employee; and (3) neutral risks which have no particular employment or personal characteristics." *McAllister at 314.*

Risks distinctly associated with the employment deemed to arise out of employment and are compensable under the act. *Id*. In *McAllister*, the claimant sous-chef, was injured after standing up from kneeling position in the cooler where he was looking for ingredients for a co-worker. The Supreme Court determined that his knee injury arose out of his employment because kneeling and standing to locating ingredients in the cooler were incident to and connected to claimant's duties. *Id*. at 316. Here, Petitioner testified that her job duties included scanning documents. She testified that at the time of her fall she was walking down the hallway to get to the scanner, not scanning documents. (T p. 17). She further testified that the piece of paper that she was carrying did not cause her to fall. (T p. 35). Finally, the record establishes that the hallway where Petitioner walked was in good repair, and there were no hazards present. Therefore, Petitioner's fall did not arise from a risk associated with her employment.

The second category of risks, those personal to the employee, involve nonoccupational diseases, injuries caused by personal infirmities, and injuries caused by persona enemies are generally non-compensable. *Id*. Petitioner testified that her choice in footwear contributed to her fall. In *Purcell v. Ill. Workers' Comp. Comm'n*, 451 Ill. Dec. 786, 184 N.E. 3d 373 (Ill. App. 2021), the claimant, an administrative assistant at the University of Illinois, after turning in her timecard, was injured when she decided to hop over a chain link fence instead of taking the walkway. *Purcell*, 184 N.E. 3d at 376. Her heel was caught in the fence and she fell, injuring her right elbow. *Id*. The Court found that claimant had exposed herself to an unnecessary personal danger for her own convenience and thus, the injury did not arise out of her employment as a non-traveling employee. *Id*. at 379. Here, Petitioner acknowledged that she was wearing sandals without back and that her shoe "did something funky" (T p. 16). By wearing footwear that did not provide stability, she exposed herself to an unnecessary risk solely for her own convenience. Respondent did not prescribe or proscribe sandals. (T p. 18).

The third category of risks are neutral risks without any particular employment or personal characteristics. *McAllister* at 315. Injuries in this category are only compensable under the act where the employee was exposed to the risk to a greater degree than the general public. *Id.* Injuries sustained while walking on a level surface are analyzed as neutral risks. *First Cash Financial Services*, 367 Ill. App. 3d at 105; 853 N.E. 2d 799, 367; (Ill. App. 1st 2006). Here, Petitioner was walking down a hallway without any defects or obstructions. (T p. 34). She testified that the paper she was carrying did not contribute to her fall; instead, she testified that her shoes, sandals, "did something funky" causing her to stumble and fall. (T p. 16).

Given the above, the evidence presented at hearing fails to demonstrate by a preponderance of the evidence that any factors related to Petitioner's employment increased the risk of Petitioner tripping and falling. The Arbitrator finds that Petitioner has failed to meet her burden and prove that she sustained an accident arising out of her employment. All other issues are rendered moot.

Petitioner's request for benefits under the Act is denied.