2026 IL App (1st) 251619WC-U

Workers' Compensation
Commission Division
Order Filed: May 29, 2026
Modified upon denial of rehearing: July 10, 2026

No. 1-25-1619WC

NOTICE: This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

IN THE

APPELLATE COURT OF ILLINOIS

FIRST DISTRICT

WORKERS' COMPENSATION COMMISSION DIVISION

VILLAGE OF NILES,	)	Appeal from the
	)	Circuit Court of
	)	Cook County.
Appellant,	)	
	)	
	)	
v.	)	No. 24-L-50520
	)	
	)	
THE ILLINOIS WORKERS' COMPENSATION	)	
COMMISSION *et al*.	)	Honorable
	)	Daniel P. Duffy,
(Garrick Mueller, Appellee).	)	Judge, Presiding.

JUSTICE BARBERIS delivered the judgment of the court.
Presiding Justice Holdridge and Justices Rochford, Mullen, and Cavanagh concurred in the judgment.

ORDER

¶ 1 *Held*: We dismiss this appeal for want of jurisdiction, finding the circuit court's order from which this appeal was taken is not a final order.

¶ 2 Employer, Village of Niles, appeals from an order of the circuit court of Cook County, confirming the decision of the Illinois Workers' Compensation Commission (Commission) that awarded claimant, Garrick Mueller, benefits under the Workers' Compensation Act (Act) (820 ILCS 305/1 *et seq.* (West 2022)). On appeal, employer argues that the Commission erred by (1) finding that claimant sustained an accident arising out of and in the course of his employment, (2) finding that claimant's current condition of ill-being is causally connected to the alleged accident, (3) awarding medical bills, (4) awarding prospective medical benefits, and (5) awarding temporary total disability (TTD) benefits for the particular period of TTD benefits so awarded. For the following reasons, we dismiss this appeal for want of jurisdiction.

¶ 3 I. BACKGROUND

¶ 4 The claimant filed an application for adjustment of claim pursuant to the Act, seeking benefits for injuries sustained while working for employer on January 13, 2023. Following an arbitration hearing on June 5, 2023, the arbitrator issued a written decision on September 29, 2023.

¶ 5 The arbitrator found that claimant sustained an accident arising out of and in the course of his employment, claimant's current condition of ill-being was causally connected to the alleged accident, and awarded medical bills, prospective medical benefits, and TTD benefits. Specifically, the arbitrator found claimant's medical treatments were reasonable and necessary and awarded medical bills from Bone and Joint Clinic ($2,244.02), Chicago Pain and Orthopedic Institute ($350), Procare DME ($1,900), and Loyola Gottlieb Hospital ($8,230.06). The arbitrator found that claimant's current condition of ill-being was causally related to injuries sustained on January 13, 2023, and, therefore, found that claimant was entitled to the prospective medical care recommended by Chicago Pain and Orthopedic Institute. The prospective medical care the arbitrator awarded included X-rays, six weeks of physical therapy (three times per week), and an MRI. The arbitrator noted that Chicago Pain and Orthopedic Institute took claimant off work on

March 3, 2023, and awarded claimant TTD benefits from January 14, 2023, to June 5, 2023, totaling $10,895.17.

¶ 6 On August 29, 2024, the Commission affirmed and adopted the arbitrator's decision, correcting a minor clerical error. On August 4, 2025, the circuit court confirmed the decision of the Commission with one modification. Regarding the award of medical bills, the circuit court reasoned as follows:

> "The specific amounts indicated in the Arbitrator's Decision and adopted by the Commission are set aside and stricken. The Village's liability for past medical expenses is expressly limited by Section 8(a) to the negotiated rate, or alternatively, the lesser of the health care provider's actual charges or the fee schedule amount. See 820 ILCS 305/8.2; 820 ILCS 305/8(a); See also *Perez v. Ill. Workers' Comp. Comm'n*, 2018 IL App (2d) 170086WC, ¶ 19 ('[U]nder the plain language of section 8(a) of the Act, the employer is required to pay (1) the negotiated rate, if applicable, or (2) the lesser of the health care provider's actual charges, or (3) according to a fee schedule.')"

Under the heading, "IT IS THEREFORE ORDERED," the circuit court ordered the following concerning the award of medical bills:

> "That that portion of the Arbitrator's Decision adopted by the Commission setting out specific amounts of the various medical bills be SET ASIDE and STRICKEN. Employer is instead liable for medical treatment Claimant received from the Bone and Joint Clinic, Chicago Pain and Orthopedic Institute, Procare DME and Loyola Gottlieb Hospital pursuant to the provisions of Section 8.2 and 8(a) of the Act[.]"

In a footnote, the circuit court specified that the following language from the Commission's decision was set aside and stricken: " 'The treatment is detailed in Petitioner's Ex. 4 as follows: Bone and Joint Clinic-$2,244.02, Chicago Pain and Orthopedic Institute-$350, Procare DME-$1,900 and Loyola Gottlieb Hospital-$8,230.06.' " The court's order did not remand the matter back to the Commission. Employer now appeals.

¶ 7 II. ANALYSIS

¶ 8 Although neither party raised the issue, this court has an obligation to determine whether it has jurisdiction to entertain this appeal. *Williams v. Industrial Comm'n*, 336 Ill. App. 3d 513,

515 (2003). Absent a statutory or supreme court rule exception, the jurisdiction of a reviewing court is limited to deciding appeals from final judgments. Ill. S. Ct. R. 301 (eff. Feb. 1, 1994) ("Every *final* judgment of a circuit court in a civil case is appealable as of right." (Emphasis added.)); *Trunek v. Industrial Comm'n*, 345 Ill. App. 3d 126, 127 (2003). "A judgment is final for appeal purposes if it determines the litigation on the merits or some definite part thereof so that, if affirmed, the only thing remaining is to proceed with execution of the judgment." *In re Marriage of Verdung*, 126 Ill. 2d 542, 553 (1989). "As a general matter, when the trial court [sets aside] the decision of an administrative agency and remands the matter to the agency for further proceedings, the trial court's order is not final for purposes of appeal." *Edmonds v. Illinois Workers' Compensation Comm'n*, 2012 IL App (5th) 110118WC, ¶ 19 (citing *Williams*, 336 Ill. App. 3d at 516). "However, if, on remand, the agency has only to act in accordance with the directions of the court and conduct proceedings on uncontroverted incidental matters or merely make a mathematical calculation, then the order is final for purposes of appeal." *Id.*; see also *A.O. Smith Corp. v. Industrial Comm'n*, 109 Ill.2d 52, 54-55 (1985). When a party attempts to appeal an interlocutory or nonfinal order to this court, we are without jurisdiction to consider the appeal. *Kendall County Public Defender's Office v. Industrial Comm'n*, 304 Ill. App. 3d 271, 273 (1999).

¶ 9 Here, the circuit court set aside and struck the Commission's award of medical bills. In doing so, the court determined that employer was "liable for medical treatment Claimant received from the Bone and Joint Clinic, Chicago Pain and Orthopedic Institute, Procare DME and Loyola Gottlieb Hospital pursuant to the provisions of Section 8.2 and 8(a) of the Act." While the court did not expressly remand the matter back to the Commission to calculate the amounts owed to each medical provider, we conclude that the court's order impliedly did so. It appears that the court intended to remand the matter back to the Commission to calculate the amounts owed to each provider pursuant to sections "8.2 and 8(a) of the Act." In our view, the court's remand does not

involve incidental matters or require the Commission to merely make a mathematical calculation. Therefore, we cannot say that its order is final and appealable. As such, we have no jurisdiction to entertain this appeal, and our only course is to enter an order of dismissal.

¶ 10 III. CONCLUSION

¶ 11 For the reasons stated, we dismiss the appeal.

¶ 12 Appeal dismissed.