

BEFORE THE INDUSTRIAL COMMISSION OF THE STATE OF IDAHO

TERRI ARMOUR,

Claimant,

v.

WALMART STORES, INC.,

Employer,

and

AMERICAN HOME ASSURANCE CO.,

Surety,

and

STATE OF IDAHO INDUSTRIAL SPECIAL
INDEMNITY FUND,

Defendants.

IC 2005-004729

**ORDER APPROVING PARTIAL LUMP
SUM SETTLEMENT AGREEMENT**

Filed September 4, 2012

On or about August 17, 2012, the Commission entered its Order on Final Proceeds in the matter above referenced. On its own motion pursuant to Idaho Code § 72-718, the Commission has determined that it is appropriate to reconsider certain aspects of that August 17, 2012 Order to address concerns that have been raised by Defendants.

This matter originally came before the Commission on the request of the parties to approve a proposed lump sum settlement. The Commission found that the proposed settlement was in the best interest of the parties pursuant to Idaho Code § 72-404 and approved the settlement, except for a proposed disbursement of \$14,300.00, intended for Oasis Legal Finance, LLC (Oasis). From the documents submitted to the Commission in support of the proposed

lump sum settlement, it appears that on or about January 13, 2011, Claimant and Oasis entered into a purchase agreement pursuant to the terms of which Oasis paid Claimant the sum of \$5,200.00 in exchange for a contingent interest in the proceeds of any eventual settlement Claimant might reach with the Defendants. Pursuant to the terms of the purchase agreement, Claimant owed Oasis the sum of \$14,300.00 as of the date of the proposed lump sum settlement. The Commission's August 17, 2012 Order directed Claimant's counsel to retain the sum of \$14,300.00 pending notice from Oasis that it intended to show cause why the Commission should not treat the instant purchase agreement as it had in Tylinski v. Guerdon Enterprises, LLC, IC 2007-028248, (Jan. 13, 2012).

Oasis did not respond to the Commission's invitation to show cause. Having fully reviewed the proposed settlement, as well as the Order Approving in Part Lump Sum Settlement Agreement, and being fully advised, the Commission continues to find that the agreement is in the best interest of the parties, and that in conformance with Tylinski v. Guerdon Enterprises, LLC, IC 2007-028248, (Jan. 13, 2012), the sum previously retained by Claimant's counsel at the direction of the Commission should be disbursed as follows: The purchase price in the amount of \$5,200.00 should be disbursed to Oasis, with the balance of \$9,100.00 (\$14,300.00 - \$5,200.00) disbursed to Claimant.

ORDER

In accordance with the foregoing, it is hereby ORDERED that the proposed lump sum settlement agreement shall be, and the same hereby is, approved in all respects, and further, that with respect to that portion of the proceeds of the lump sum settlement retained by Claimant's counsel at the previous direction of the Commission, \$5,200.00 shall be disbursed to Oasis Legal Finance, LLC, and the balance of \$9,100 disbursed to Claimant. The lump sum settlement shall

be, and hereby is APPROVED, and the above-entitled proceedings are dismissed with prejudice with respect to income benefits, including, but not limited to temporary total disability, temporary partial disability, permanent impairment, permanent partial disability, total permanent disability, mileage, travel reimbursement, and retraining benefits on account of the accident of May 5, 2005.

DATED this 4th day of September, 2012.

INDUSTRIAL COMMISSION

/s/
Thomas E. Limbaugh, Chairman

/s/
Thomas P. Baskin, Commissioner

/s/
R. D. Maynard, Commissioner

ATTEST:

/s/
Assistant Commission Secretary

CERTIFICATE OF SERVICE

I hereby certify that on the 4th day of September , 2012 a true and correct copy of **ORDER APPROVING PARTIAL LUMP SUM SETTLEMENT AGREEMENT** was served by regular U.S. Mail, upon each of the following:

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cs-m

 /s/ _____