

BEFORE THE INDUSTRIAL COMMISSION OF THE STATE OF IDAHO

ALMA CASTRO,

Claimant,

v.

LINN RANCH IDAHO INC. d/b/a LINN
CANYON RANCH,

Employer,

and

STATE INSURANCE FUND,

Surety,
Defendants.

IC 2024-003554

**ORDER DENYING CLAIMANT'S
MOTION FOR RECONSIDERATION**

**FILED
FEBRUARY 12, 2026
IDAHO INDUSTRIAL COMMISSION**

On November 12, 2025, the above-referenced parties filed a settlement agreement (“Lump Sum Agreement” or “LSA”) with the Idaho Industrial Commission (“Commission”) pursuant to Idaho Code § 72-404. On November 14, 2025, the Commission issued an Order of Dismissal with Prejudice (“Dismissal”) pursuant to Idaho Code § 72-404(6). On December 3, 2025, Claimant, through her attorney Andrew Adams, filed a Motion for Reconsideration pursuant to Idaho Code § 72-718. On December 16, 2025, Defendants, through their attorney Stephanie Butler, timely responded to the Motion for Reconsideration. On December 29, 2025, Claimant timely filed her reply brief.¹

¹ JRP 3(G) provides that the moving party shall file its reply brief no later than ten (10) days from the date of filing of the response. Defendants’ response was filed on December 16, 2025. Thus, the reply would typically have been due by Friday, December 26, 2025. However, Governor Little declared, via executive order, that December 24 and December 26, 2025 would be observed holidays and consequently, the Commission was closed on those days. Therefore, Claimant’s reply was due on the following business day, Monday, December 29, 2025.

The Commission has reviewed the parties' pleadings and issues this order denying Claimant's Motion for Reconsideration.

CONTENTIONS OF THE PARTIES

Claimant requests that the Commission reconsider the LSA that the parties had filed. Claimant is a Spanish speaker. Claimant's counsel, Mr. Adams, does not speak Spanish, so he used an independent professional translation service (an interpreter) to communicate with his client. Mr. Adams discussed all aspects of the proposed LSA with Claimant through the interpreter. Claimant agreed to the LSA and signed it. However, after the LSA had been filed and the time came for Claimant to pick up the final settlement check, she expressed confusion about the amount. Claimant then informed Mr. Adams that she did not understand what the interpreter had said during prior discussions regarding the LSA. Consequently, Mr. Adams asserts that the LSA is no longer in Claimant's best interest.

Defendants contend that under Idaho Code § 72-404 the Commission did not have the authority to review and approve the LSA, unless the parties had made such a request. The parties did not make such a request. Therefore, the LSA became effective on the date it was filed and the Commission cannot review or determine if the LSA is in the best interest of the parties on reconsideration. Additionally, per the LSA, Claimant agreed to accept funds (in the amount of \$847.00) in consideration of waiving certain rights, including the right of reconsideration.

In her reply brief, Claimant argues that under § 72-404(5) a filed settlement agreement "shall for all purposes constitute an adjudication of the claims resolved in the settlement agreement." Idaho Code § 72-718 authorizes the Commission to reconsider any matter "adjudicated" by the Commission. The LSA's provision that Claimant's right to reconsideration was waived is invalid because a contract that attempts to circumvent or invalidate a statute is

unenforceable. Furthermore, Claimant has not yet accepted the funds that were offered as consideration for her waiver of that right.

STANDARDS OF RECONSIDERATION

Under Idaho Code § 72-718, a decision of the Commission, in the absence of fraud, shall be final and conclusive as to all matters adjudicated, provided that within 20 days from the date of the filing of the decision, any party may move for reconsideration. However, “[i]t is axiomatic that a [party] must present to the Commission new reasons factually and legally to support a hearing on [a] Motion for Rehearing/Reconsideration rather than rehashing evidence previously presented.” *Curtis v. M.H. King Co.*, 142 Idaho 383, 388, 128 P.3d 920 (2005).

The Commission may reverse its decision upon a motion for reconsideration, or rehear the decision in question, based on the arguments presented, or upon its own motion, provided that it acts with the time frame established in Idaho Code § 72-718. *See Dennis v. School District No. 91*, 135 Idaho 94, 97, 15 P.3d 329, 332 (2000) (citing *Kindred v. Amalgamated Sugar Co.*, 114 Idaho 284, 756 P.2d 410 (1988)). A motion for reconsideration must be properly supported by a recitation of the factual findings and/or legal conclusions with which the moving party takes issue. However, the Commission is not inclined to re-weigh evidence and arguments during reconsideration simply because the case was not resolved in a party’s favor.

DISCUSSION

Settlement Agreements under Idaho Code § 72-404

Under Idaho Workers’ Compensation Law, parties “may compromise and settle claims by way of agreements for lump sum payments, future payments, accrued income benefits, future income benefits, medical cost reimbursements, and other benefits payable” under the act. Idaho Code § 72-404(1).

On July 1, 2022, Idaho Code § 72-404 was substantially amended to largely remove the Commission’s authority to review and approve proposed settlement agreements. Prior to July 1, 2022, the Commission was required to review all proposed settlement agreements and determine if the proposed settlement agreement was in the best interest of the parties. Now, the Commission only retains this authority in certain, limited scenarios – in cases where at least one of the parties is unrepresented by counsel or where a party is a minor child or legally incompetent person.

In cases where both parties are represented by counsel “commission approval is not required for parties to enter into enforceable compromise or settlement agreements.” Idaho Code § 72-404(2). A represented party may request the Commission to review and approve a proposed compromise or settlement agreement. Idaho Code § 72-404(2). If such review is desired, the party shall make the request *contemporaneously* with the submission of the proposed settlement agreement to the Commission and shall be accompanied by such documents or explanation as the requesting party desires the Commission to consider in connection with the proposed settlement. Rule 18A(6) of the Judicial Rules of Practice and Procedure Under the Idaho Workers’ Compensation Law (“JRP”), effective July 9, 2025.

A settlement agreement shall include, at a minimum, a detailed ledger of all benefits paid or disputed and all terms agreed upon by the parties. Idaho Code § 72-404(5). A settlement agreement “shall be effective on the date it is filed with the commission and shall for all purposes constitute an adjudication of the claims resolved in the settlement agreement.” Idaho Code § 72-404(5). Within seven days of the filing of a settlement agreement, the Commission shall issue a notice of dismissal with prejudice. Idaho Code § 72-404(6).

Pursuant to this statute, if both parties are represented by counsel and do not request approval by the Commission, the Commission’s review of the settlement agreement is limited to

merely ascertain if the minimum filing requirements of Idaho Code § 72-404 are met. Essentially, the Commission's review of the agreement is primarily for recordkeeping purposes. *See* Idaho Code § 72-404(5) ("All compromise and settlement agreements shall be filed with the commission for recordkeeping purposes and for purposes of assessment under section 72-327, Idaho Code").

In compliance with Idaho Code § 72-404, in scenarios where both parties are represented by counsel and do not request approval by the Commission, the Commission only requires that a settlement agreement identify the attorney who prepared it, the surety name, the claim number, set forth the terms of the agreement, affirm that the claimant is neither a minor child nor legally incompetent, that it be signed by the parties and their attorneys, and include a ledger of benefits paid or disputed. *See* JRP 18A(1). A settlement agreement meeting these basic requirements is deemed filed and "shall constitute a final decision of the Commission under Idaho Code § 72-718, effective the date of filing." JRP 18A(4). The Commission then enters a dismissal of the claim with prejudice, subject to the terms of the settlement agreement, within seven days of its filing. JRP 18A(5); *see also* Idaho Code § 72-404(6).

Here, on November 12, 2025, the parties submitted a settlement agreement pursuant to Idaho Code § 72-404. *See* LUMP SUM AGREEMENT, attached as "Exhibit A" to Defendant's Response to Mot. for Reconsideration.

Both parties were represented by counsel, Claimant is not a minor child or legally incompetent, and neither party requested that the Commission approve the proposed settlement agreement pursuant to Idaho Code § 72-404(2) and JRP 18A(6).

The LSA identified the attorney who prepared it, provided the surety's name and claim number, contained the terms of the agreement, included an affirmation that the Claimant is neither

a minor child nor legally incompetent, and also included a ledger of all benefits paid and disputed. *See* Exhibit A, pp. 1-9. The LSA was signed by the parties. Exhibit A, pp. 4-5.

The LSA contained all the requirements as outlined in Idaho Code § 72-404 and JRP 18A(1). Therefore, it was deemed filed effective November 12, 2025. On November 14, 2025, the Commission entered an order dismissing the claim with prejudice pursuant to Idaho Code § 72-404(6) and JRP 18A(5). *See* Exhibit A, pp. 10-11.

Although the Commission's November 14, 2025 Order of Dismissal with Prejudice constitutes a "decision" subject to reconsideration pursuant to Idaho Code § 72-718, the Commission determines that, under these circumstances, our authority to reconsider a filed settlement agreement is limited to our very narrow administrative and recordkeeping function as contemplated by Idaho Code § 72-404 and JRP 18A.

In other words, the Commission may only reconsider whether the LSA met the basic filing requirements as outlined in Idaho Code § 72-404 and JRP 18A. Upon review of the record, the Commission concludes that the LSA met these requirements. Therefore, the Commission determines that there are no grounds to reconsider its November 14, 2025 Order of Dismissal with Prejudice. The November 12, 2025 LSA is deemed filed and effective on the date of filing and will not be altered on reconsideration.

It would be inappropriate, and outside our authority, to review on reconsideration whether a filed settlement agreement was in the best interest of the parties when, as is the case here, no party requested the Commission to conduct such a review and approval at the time the settlement agreement was filed.

Because we deny Claimant's motion for reconsideration on this basis, we will not address the parties' arguments as to whether Claimant waived her right to reconsideration pursuant to the LSA and whether such waiver is unenforceable.

ORDER

Based on the foregoing, Claimant's motion for reconsideration is **DENIED. IT IS SO ORDERED.** Pursuant to I.C. § 72-718, this decision is final and conclusive as to all matters adjudicated.

DATED this 12th day of February, 2026.

INDUSTRIAL COMMISSION

Claire Sharp

Claire Sharp, Chair



Aaron White

Aaron White, Commissioner

ATTEST:

M. Womer

Commission Secretary

CERTIFICATE OF SERVICE

I hereby certify that on 12th day of February, 2026, a true and correct copy of the foregoing **ORDER DENYING CLAIMANT'S MOTION FOR RECONSIDERATION** was served upon the following:

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Commission Secretary