

BEFORE THE INDUSTRIAL COMMISSION OF THE STATE OF IDAHO

BARBARA VAUGHN,

Claimant,

v.

SCHOOL TRANSPORTATION
SOLUTION,

Employer,

and

VANLINER INSURANCE COMPANY,

Surety,

Defendants.

IC 2023-003319

**ORDER DENYING CLAIMANT’S
MOTION TO ENFORCE SETTLEMENT
AGREEMENT PURSUANT TO J.R.P
RULE 3(F)**

**FILED AUGUST 4, 2026
IDAHO INDUSTRIAL
COMMISSION**

INTRODUCTION

This matter is before the Idaho Industrial Commission (“Commission”) upon Barbara Vaughn's (“Claimant”) July 7, 2026, Motion to Enforce Settlement Agreement Pursuant to J.R.P Rule 3(F). Taylor Mossman-Fletcher represents the Claimant. Jamie Moon and Jack Carpenter represent the Defendant.

The Claimant moves for the enforcement of a settlement agreement that has not been filed with the Commission. Claimants Mot. to Enforce Settlement Agreement Pursuant to J.R.P Rule 3(F) at 2. The Commission is unable to enforce settlement agreements.

ARGUMENTS OF THE PARTIES

Claimant contends that on March 27, 2026, the parties agreed to a settlement of \$25,000 (indemnity) and an MSA of \$10,574.18. Decl. of Taylor L Moss-Man Fletcher ¶ 3, 4. Counsel for Claimant contacted Counsel for Defendant four (4) times seeking resolution of the delayed settlement agreement throughout the five (5) month period. *Id.* ¶ 5-12. Counsel for Defendant responded but was unable to produce the settlement agreement within a reasonable amount of time.

Id. This delay caused the Claimant to file the instant motion to enforce the settlement agreement through the Commission. Motion To Enforce Settlement Agreement Pursuant to J.R.P. Rule 3(F).

Defendant did not file a response.

The Commission declines to enforce an unfiled settlement agreement. The Commission does not have a filed settlement agreement, and therefore, the agreement is not final and binding on either party. JRP 18(4); Idaho Code § 72-718. Additionally, the Commission is unable to enforce settlement agreements by statute. § 72-735.

ISSUES

1. Whether a settlement agreement exists under JRP 18.
2. Whether the Commission can enforce a settlement agreement.

FINDINGS OF FACTS

1. On March 30, 2026, Counsel for Claimant emailed an executed Consent to Release form for the MSA approval to Counsel for Defense. Ex. A.
2. On May 8, 2026, Counsel for Defense sent correspondence to Counsel for Claimant requesting the Claimant sign a new unfilled version of the Consent to Release form. Ex. B.
3. On May 8, 2026, Counsel for Claimant emailed Counsel for Defense advising that the Consent to Release form had been provided previously. Ex. C.
4. On June 9, 2026, Counsel for Claimant emailed Counsel for Defense inquiring about the status of the settlement agreement and Counsel for Defense responded that they were waiting for CMS to approve the MSA. Ex. D

5. On June 16, 2026, Counsel for Claimant sent correspondence to Counsel for Defense inquiring about the status of the settlement and stating that if her client did not see something soon, she would file a Motion to Enforce the Settlement Agreement. Ex. E
6. On June 18, 2026, Counsel for Defense emailed an update to Counsel for Claimant regarding the settlement agreement stating that there had been a mix up between two Claimants. Counsel for Claimant responded requesting the indemnity payment be issued pending the MSA being approved by CMS. Ex. F
7. On June 23, 2026, Counsel for Claimant sent formal correspondence to Counsel for Defense regarding status of the settlement agreement. Ex. G.
8. On July 7, 2020, Counsel for Claimant filed Claimants Motion to Enforce Settlement Agreement Pursuant to J.R.P. Rule 3(F).

DISCUSSION

I. A Settlement Agreement Does Not Exist

For a settlement agreement to constitute a final decision it must be filed with the Commission and becomes effective the date of filing. Idaho Code § 72-718; JRP (18)(A)(4). The Commission has limited review power when a settlement agreement is submitted by represented parties. § 72-404. A settlement agreement submitted by represented parties is reviewed for content to ensure it fulfills all requirements. § 72-404(5). As a result, the Commission will neither review the terms of Settlement agreements written by counsel or alter them. § 72-404. If the agreement does not fulfill the requirements, it will be rejected for the parties to rework. § 72-404(2). These requirements include a detailed ledger of all benefits paid or disputed, and all terms agreed upon by the parties, it must also “identify the attorney who prepared it, the actual surety’s name as

identified by the National Council on Compensation Insurance (NCCI) coverage filing, and the Industrial Commission claim number(s) for the claim(s) being settled.” § 72-404(5); JRP 18(A)(1), A settlement agreement that satisfies all the requirements constitutes a final decision of the Commission. § 72-718; JRP 18(A)(4).

Claimant asks that the Commission enforce a settlement agreement on both parties. The Commission does not have a filed settlement agreement on record, and the lack of a filed agreement is uncontested. Ex. G. Without a filed agreement, there is no final decision or award, and the claim remains open with the Commission. Settlement agreements require more than the monetary amounts to be considered final, the information provided by Claimant is not inclusive of what is required. As explained below, even if the information was provided, the Commission cannot enforce settlement agreements by statute. § 72-735.

II. Statute Vests Enforcement of Settlement Agreements with District Court.

The Industrial Commission is vested with jurisdiction to consider all questions arising under the workers’ compensation laws of this State. § 72-707. The Commission has established the ability to interpret contract terms in specific matters relating to Workers Compensation, but the Commission is unable to enforce the contract after that. *See Palomo v. J.R. Simplot Co.*, 131 Idaho 314, 317, 955 P.2d 1093, 1096 (1998). After a settlement has been filed with the Commission, any subsequent enforcement must be sought through the district court. § 72-735.

This motion in front of the Commission is for enforcement of a settlement agreement that is not filed with the Commission. The Commission does not have the power to enforce a settlement agreement by statute and accordingly the motion does not fall within the jurisdiction of Commission. Contract matters such as the enforcement of settlement agreements are in the purview of the District Court.

CONCLUSION

A workers' compensation dispute that remains open would have a more appropriate forum in adjudication moving forward. In conclusion, the Commission is unable to enforce a settlement agreement and the motion is DENIED.

ORDER

Based on the foregoing the Commission rules as follows:

1. The Order to Enforce Settlement Agreement Pursuant to J.R.P Rule 3(F) is DENIED.
2. Pursuant to Idaho Code § 72-718, this decision is final and conclusive as to all matters adjudicated.

DATED this 4th day of August, 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 4th day of August, 2026, a true and correct copy of the foregoing **ORDER DENYING CLAIMANT'S MOTION TO ENFORCE SETTLEMENT AGREEMENT** was served upon the following:

☐X___ US MAIL ☒X___ EMAIL

TAYLOR MOSSMAN-FLETCHER
611 WEST HAYS STREET
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A handwritten signature in dark ink, appearing to read "M. Womer", with a long, sweeping horizontal line extending to the right.

Commission Secretary