

12-20-2016

Barrios v. Zing LLC Clerk's Record Dckt. 44554

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Vol. 1 of 2

LAW CLERK

BEFORE THE SUPREME COURT OF THE STATE OF IDAHO

JOSUE BARRIOS,

Claimant/Respondent,

v.

ZING LLC, Employer, IDAHO STATE
INSURANCE FUND, Surety,

Defendants/Appellants.

SUPREME COURT NO. 44554

AGENCY'S RECORD

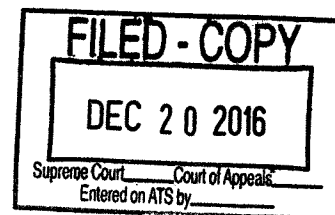
BEFORE THE INDUSTRIAL COMMISSION OF THE STATE OF IDAHO

Attorney for Defendants/Appellants

JAMES A FORD
PO BOX 1539
BOISE ID 83701

Attorney for Claimant/Respondent

RICHARD S OWEN
PO BOX 278
NAMPA ID 83653



44554

COPY

BEFORE THE SUPREME COURT OF THE STATE OF IDAHO

JOSUE BARRIOS,

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v.

ZING LLC, Employer, IDAHO STATE
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BEFORE THE INDUSTRIAL COMMISSION OF THE STATE OF IDAHO

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PO BOX 1539
BOISE ID 83701

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RICHARD S OWEN
PO BOX 278
NAMPA ID 83653

COPY

TABLE OF CONTENTS

EXHIBITS LIST i

WORKERS' COMPENSATION COMPLAINT, filed September 5, 20141

ANSWER TO COMPLAINT, filed September 22, 2014.....4

AMENDED WORKERS' COMPENSATION COMPLAINT, filed September 15, 20157

ANSWER TO AMENDED COMPLAINT, filed September 29, 2015.....10

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND RECOMMENDATION, authored by
Referee Douglas A. Donohue13

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, filed August 30, 201623

NOTICE OF APPEAL, filed October 6, 201635

CERTIFICATE OF APPEAL, dated October 7, 201641

CERTIFICATION OF APPEAL, dated October 7, 2016.....43

CERTIFICATION OF RECORD, dated November 8, 201644

NOTICE OF COMPLETION, dated November 8, 201645

INDEX

AMENDED WORKERS' COMPENSATION COMPLAINT, filed September 15, 20157

ANSWER TO AMENDED COMPLAINT, filed September 29, 2015.....10

ANSWER TO COMPLAINT, filed September 22, 2014.....4

CERTIFICATE OF APPEAL, dated October 7, 201641

CERTIFICATION OF APPEAL, dated October 7, 2016.....43

CERTIFICATION OF RECORD, dated November 8, 201644

EXHIBITS LIST i

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, filed August 30, 201623

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND RECOMMENDATION, authored by
Referee Douglas A. Donohue13

NOTICE OF APPEAL, filed October 6, 201635

NOTICE OF COMPLETION, dated November 8, 201645

WORKERS' COMPENSATION COMPLAINT, filed September 5, 20141

EXHIBITS LIST

REPORTER'S TRANSCRIPT:

Reporter's Transcript taken March 31, 2016, will be lodged with the Supreme Court.

Claimant's Exhibits:

- A. Robert L. Aldridge, Chartered invoices
- B. Murphy Law Office invoices
- C. Order Appointing Guardian and Conservator of an Incapacitated Person
- D. Letters of Conservatorship
- E. Letters of Guardianship
- F. Castle Rock Services, Inc. invoices
- G. TRESKO of Idaho invoices
- H. Surveillance report and video dated June 27, 2015
- I. Castle Rock Services Treatment Plan dated October 26, 2015
- J. Annual Status Report of Ward dated November 17, 2015
- K. State Insurance Fund letter to St. Alphonsus Rehabilitation Services

Defendants' Exhibits:

- 1. Ada County Paramedics, dated January 17, 2014
- 2. St. Alphonsus Regional Medical Center; admission, operative and transfer reports
- 3. Southwest Idaho Advanced Care intake by Nancy Greenwald, M.D. to discharge
- 4. St. Alphonsus Regional Medical Center Rehabilitation Unit, admission and discharge

5. Report of Robert Calhoun, Ph.D., dated April 24, 2014
6. Reports of Clay Ward, Ph.D., dated May 29, 2014 and June 9, 2014
7. Report from Intermountain Eye Clinic, dated March 18, 2014
8. Records of Michael R. McMartin, M.D., Boise Physical Medicine & Rehabilitation, dated April 7, 2014 through September 10, 2015
9. Reports of Jason D. Gage, Ph.D., dated September 29, 2014 through May 28, 2015
10. Ryan Huber, O.D., dated October 24, 2014
11. Claimant's personnel records from Defendant Employer
12. First Report of Injury or Illness
13. August 26, 2014, correspondence to Claimant regarding TTD benefits
14. October 30, 2014, earnings letter from Zing, Inc.
15. Admission Agreement – Idaho for Ashley Manor, LLC executed by Defendant Surety on April 18, 2014
16. Claimant's counsel's letter dated September 17, 2014, requesting that Claimant be allowed to move from Ashley Manor to Isabel Hernandez's group home
17. Idaho Department of Health & Welfare Admission Policy and Agreement executed by Isabel Hernandez on 9/15/14 and her Certified Family Home certificate
18. August 21, 2015, correspondence from Idaho State Insurance Fund to Claimant's counsel advising of total and permanent disability status
19. August 27, 2015, correspondence from Idaho State Insurance Fund to Claimant's counsel advising of the correct monthly benefit amount
20. Paid Cost Summary dated March 17, 2016
21. Correspondence: October 27, 2014 from Michaelina Murphy to State Insurance Fund; October 30, 2014 from James Ford to Michaelina Murphy; November 25, 2014 from James Ford to Michaelina Murphy
22. Claimant's Answers to Second Set of Interrogatories, dated December 23, 2015

Additional Documents:

1. Claimant's Opening Brief, filed June 2, 2016
2. Defendants' Post-Hearing Brief, filed June 23, 2016
3. Claimant's Reply Brief, filed July 8, 2016

WORKERS' COMPENSATION COMPLAINT

2014-002296

CLAIMANT'S (INJURED WORKER) NAME AND ADDRESS Josue Barrios 623 Chicago St. Caldwell, Idaho 83605 TELEPHONE NUMBER: 208-433-3920		CLAIMANT'S ATTORNEY'S NAME, ADDRESS, AND TELEPHONE NUMBER Richard S. Owen David M. Farney P.O. Box 278 Nampa, Idaho 83653	
EMPLOYER'S NAME AND ADDRESS (at time of injury) Zing, LLC 22712 Lansing Lane Middleton, Idaho 83644		WORKERS' COMPENSATION INSURANCE CARRIER'S (NOT ADJUSTOR'S) NAME AND ADDRESS State Insurance Fund P.O. Box 83720 Boise, Idaho 83720	
CLAIMANT'S SOCIAL SECURITY NO. [REDACTED]	CLAIMANT'S BIRTHDATE [REDACTED]	DATE OF INJURY OR MANIFESTATION OF OCCUPATIONAL DISEASE 1/17/14	
STATE AND COUNTY IN WHICH INJURY OCCURRED Idaho, Ada County		WHEN INJURED, CLAIMANT WAS EARNING AN AVERAGE WEEKLY WAGE OF: \$400.00 PURSUANT TO IDAHO CODE § 72-419	

DESCRIBE HOW INJURY OR OCCUPATIONAL DISEASE OCCURRED (WHAT HAPPENED)
 Employee was climbing a ladder and the ladder slipped causing him to fall and hit his head on the concrete.

NATURE OF MEDICAL PROBLEMS ALLEGED AS A RESULT OF ACCIDENT OR OCCUPATIONAL DISEASE
 Eye injury, traumatic brain injury.

WHAT WORKERS' COMPENSATION BENEFITS ARE YOU CLAIMING AT THIS TIME?
 Determination of need for ongoing medical care and attendant benefits.

DATE ON WHICH NOTICE OF INJURY WAS GIVEN TO EMPLOYER 1/17/14	TO WHOM NOTICE WAS GIVEN Supervisor
HOW NOTICE WAS GIVEN: <input checked="" type="checkbox"/> ORAL <input type="checkbox"/> WRITTEN <input type="checkbox"/> OTHER, PLEASE SPECIFY	

ISSUE OR ISSUES INVOLVED
 Determination of need for ongoing medical care; determination of extent of total temporary disability benefits; need for retraining; determination of permanent partial impairment; determination of permanent partial disability which may be total and permanent which accounts for all medical and non-medical factors; appointment of trustee and retention of jurisdiction past the statute of limitations.

DO YOU BELIEVE THIS CLAIM PRESENTS A NEW QUESTION OF LAW OR A COMPLICATED SET OF FACTS? YES NO IF SO, PLEASE STATE WHY.

NOTICE: COMPLAINTS AGAINST THE INDUSTRIAL SPECIAL INDEMNITY FUND MUST BE IN ACCORDANCE WITH IDAHO CODE § 72-334 AND FILED ON FORM I.C. 1002

RECEIVED INDUSTRIAL COMMISSION JAN SEP -5 A 10:30

PHYSICIANS WHO TREATED CLAIMANT (NAME AND ADDRESS)

Dr. Michael McMartin
1000 N. Curtis Rd.
Boise, Idaho 83706

WHAT MEDICAL COSTS HAVE YOU INCURRED TO DATE?

WHAT MEDICAL COSTS HAS YOUR EMPLOYER PAID, IF ANY? \$ Unknown

WHAT MEDICAL COSTS HAVE YOU PAID, IF ANY? \$

I AM INTERESTED IN MEDIATING THIS CLAIM, IF THE OTHER PARTIES AGREE.

YES NO

DATE

9-4-2014

SIGNATURE OF CLAIMANT OR ATTORNEY

Arac Lane

PLEASE ANSWER THE SET OF QUESTIONS IMMEDIATELY BELOW
ONLY IF CLAIM IS MADE FOR DEATH BENEFITS

NAME AND SOCIAL SECURITY NUMBER OF PARTY
FILING COMPLAINT

DATE OF DEATH

RELATION TO DECEASED CLAIMANT

WAS FILING PARTY DEPENDENT ON DECEASED?

YES NO

DID FILING PARTY LIVE WITH DECEASED AT TIME OF ACCIDENT?

YES NO

CLAIMANT MUST COMPLETE, SIGN AND DATE THE ATTACHED MEDICAL RELEASE FORM

CERTIFICATE OF SERVICE

I hereby certify that on the 7 day of September, 2014, I caused to be served a true and correct copy of the foregoing Complaint upon:

EMPLOYER'S NAME AND ADDRESS

SURETY'S NAME AND ADDRESS

Zing, LLC

State Insurance Fund

22712 Lansing Lane

P.O. Box 83720

Middleton, Idaho 83644

Boise, Idaho 83720-0044

via: personal service of process

via: personal service of process

regular U.S. Mail

regular U.S. Mail

Arac Lane

Signature

NOTICE: An Employer or Insurance Company served with a Complaint must file an Answer on Form I.C. 1003 with the Industrial Commission within 21 days of the date of service as specified on the certificate of mailing to avoid default. If no answer is filed, a Default Award may be entered!

Further information may be obtained from: Industrial Commission, Judicial Division, P.O. Box 83720, Boise, Idaho 83720-0041 (208) 334-6000.

(COMPLETE MEDICAL RELEASE FORM ON PAGE 3)

INDUSTRIAL COMMISSION
PO BOX 83720
BOISE ID 83720-0041

Patient Name: [redacted] Barrios
Birth Date: [redacted]
Address: 623 Chicago St., Caldwell, ID 83605
Phone Number: 208-433-3920
SSN or Case Number: [redacted]

(Provider Use Only)

Medical Record Number: _____
 Pick up Copies Fax Copies

AUTHORIZATION FOR DISCLOSURE OF HEALTH INFORMATION

I hereby authorize _____ to disclose health information as specified:
Provider Name – must be specific for each provider

To: _____
Insurance Company/Third Party Administrator/Self Insured Employer/ISIF, their attorneys or patient's attorney

Street Address

City State Zip Code

Purpose or need for data: _____
(e.g. Worker's Compensation Claim)

Information to be disclosed: _____ **Date(s) of Hospitalization/Care:** _____

- Discharge Summary
- History & Physical Exam
- Consultation Reports
- Operative Reports
- Lab
- Pathology
- Radiology Reports
- Entire Record
- Other: Specify _____

I understand that the disclosure may include information relating to (check if applicable):

- AIDS or HIV
- Psychiatric or Mental Health Information
- Drug/Alcohol Abuse Information

I understand that the information to be released may include material that is protected by Federal Law (45 CFR Part 164) and that the information may be subject to redisclosure by the recipient and no longer be protected by the federal regulations. I understand that this authorization may be revoked in writing at any time by notifying the privacy officer, except that revoking the authorization won't apply to information already released in response to this authorization. I understand that the provider will not condition treatment, payment, enrollment, or eligibility for benefits on my signing this authorization. **Unless otherwise revoked, this authorization will expire upon resolution of worker's compensation claim.** Provider, its employees, officers, copy service contractor, and physicians are hereby released from any legal responsibility or liability for disclosure of the above information to the extent indicated and authorized by me on this form and as outlined in the Notice of Privacy. My signature below authorizes release of all information specified in this authorization. Any questions that I have regarding disclosure may be directed to the privacy officer of the Provider specified above.

Dobbie Hansen of Castle Rock Services Guardian of Josue Barrios
Signature of Patient _____ *Date* _____

Signature of Legal Representative & Relationship to Patient/Authority to Act *Date*

Signature of Witness _____ *Title* _____ *Date* _____
Original: Medical Record Copy: Patient

ANSWER TO COMPLAINT

I.C. NO.: 2014-002296

INJURY DATE: 1/17/2014

Claimant's Name and Address Josue Barrios 623 Chicago St. Caldwell, ID 83605	Claimant's Attorney's Name and Address Richard S. Owen David M. Farney PO Box 278 Nampa ID 83653
(Alleged) Employer's Name and Address Zing, LLC 22712 Lansing Lane Middleton, ID 83644	Workers' Compensation Insurance Carrier's Name and Address Idaho State Insurance Fund 1215 W. State St. PO Box 83720 Boise ID 83720-0044
Attorney Representing Surety (Name and Address) James A. Ford Elam & Burke, P.A. P.O. Box 1539 Boise, Idaho 83701	Attorney Representing Industrial Special Indemnity Fund (Name and Address) N/A

- The above-named Employer and Surety respond to Claimant's Complaint by stating:
 The Industrial Special Indemnity Fund responds to the Complaint against the ISIF by stating:

IT IS: (Check One)		
Admitted	Denied	
x		1. That the accident or occupational exposure alleged in the Complaint actually occurred on or about the time claimed.
x		2. That the employer/employee relationship existed.
x		3. That the parties were subject to the provisions of the Idaho Workers' Compensation Act.
	x	4. That the condition for which benefits are claimed was caused partly <input checked="" type="checkbox"/> entirely <input type="checkbox"/> by an accident arising out of and in the course and scope of claimant's employment.
	N/A	5. That, if an occupational disease is alleged, manifestation of such disease is or was due to the nature of the employment in which the hazards of such disease actually exist, are characteristic of and peculiar to the trade, occupation, process, or employment.
x		6. That notice of the accident causing the injury, or notice of the occupational disease, was given to the employer as soon as practical but not later than 60 days after such accident or 60 days of the manifestation of such occupational disease.
	x	7. That the rate of wages claimed is correct. If denied, state the average weekly wage pursuant to Idaho Code § 72-419: \$ 450.00 per week
x		8. That the alleged employer was insured or permissibly self-insured under the Idaho Workers' Compensation Act.

9. What benefits, if any, do you concede are due Claimant?

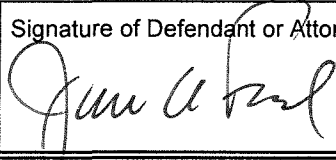
All benefits paid to date (see page 2 of Answer). Defendants continue to receive, process, and pay medical bills and services and time loss benefits.

10. State with specificity what matters are in dispute and your reason for denying liability, together with any affirmative defenses.
- a. Defendants deny all allegations of the Complaint not admitted herein.
 - b. Defendants continue to process and pay medical bills and costs of attendant services at this time. Defendants will continue to evaluate Claimant's medical treatment needs and need for attendant services.
 - c. Defendants continue to pay temporary disability benefits to Claimant through his representatives. Defendants will continue to evaluate Claimant's medical status relative to medical stability and payment of temporary disability benefits.
 - d. As of the date of this Answer, Claimant has not yet been rated for permanent partial impairment. Defendants deny Claimant is entitled to permanent partial impairment benefits.
 - e. Defendants submit it is premature to determine if Claimant has permanent impairment or permanent disability – whether partial or total. Defendants, however, deny Claimant has impairment or disability as a result of the alleged incident.
 - f. Defendants acknowledge it may be appropriate for a Court and the Commission to evaluate whether Claimant is in need of certain legal representatives, including conservator, guardian, trustee, or others. By so acknowledging, Defendants do not admit the need for legal representatives, if any, is a result of the alleged incident or injury suffered in the alleged accident.
 - g. Claimant's permanent impairment and permanent disability, if any, may be subject to apportionment under I.C. § 72-406 or I.C. § 72-332.
 - h. Defendants deny retention of jurisdiction is appropriate in this matter.
 - i. Defendants reserve the right to amend this Answer and/or raise additional defenses based on information discovered subsequent hereto.

Under the Commission rules, you have twenty-one (21) days from the date of service of the Complaint to answer the Complaint. A copy of your Answer must be mailed to the Commission and a copy must be served on all parties or their attorneys by regular U.S. mail or by personal service of process. Unless you deny liability, you should pay immediately the compensation required by law and not cause the claimant, as well as yourself, the expense of a hearing. All compensation which is concededly due and accrued should be paid. Payments due should not be withheld because a Complaint has been filed. Rule 3.D., Judicial Rules of Practice and Procedure under the Idaho Workers' Compensation Law, applies. Complaints against the Industrial Special Indemnity Fund must be filed on Form I.C. 1002.

I am Interested in Mediating this Claim, if the Other Parties Agree. YES NO

Do you believe this claim presents a new question of law or a complicated set of facts? Unknown If so, please state.

Amount of Compensation Paid to Date			Dated	Signature of Defendant or Attorney
PPI/D	TTD	Medical		
-0-	\$9,717.69	\$459,203.31	11/20/14	

CERTIFICATE OF SERVICE

I hereby certify that on the 22 day of September, 2014, I caused to be served a true and correct copy of the foregoing Answer upon:

Claimant's Name
and Address

Employer and Surety's
Name and Address

Defendants' Name & Address

Richard S. Owen
David M. Farney
PO Box 278
Nampa ID 83653

personal service of process

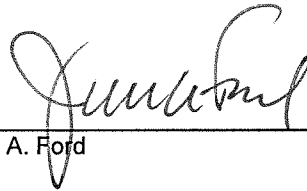
personal service of process

personal service of process

regular U.S. Mail

regular U.S. Mail

regular U.S. Mail



James A. Ford

4843-8348-1886, v. 1

Amended

ORIGINAL

WORKERS' COMPENSATION COMPLAINT

CLAIMANT'S (INJURED WORKER) NAME AND ADDRESS Josue Barrios 623 Chicago St. Caldwell, Idaho 83605 TELEPHONE NUMBER: 208-433-3920	CLAIMANT'S ATTORNEY'S NAME, ADDRESS, AND TELEPHONE NUMBER Richard S. Owen David M. Farney P.O. Box 278 Nampa, Idaho 83653
---	---

EMPLOYER'S NAME AND ADDRESS (at time of injury) Zing, LLC 22712 Lansing Lane Middleton, Idaho 83644	WORKERS' COMPENSATION INSURANCE CARRIER'S (NOT ADJUSTOR'S) NAME AND ADDRESS State Insurance Fund P.O. Box 83720 Boise, Idaho 83720
--	---

CLAIMANT'S SOCIAL SECURITY NO. [REDACTED]	CLAIMANT'S BIRTHDATE [REDACTED]	DATE OF INJURY OR MANIFESTATION OF OCCUPATIONAL DISEASE 1/17/14
--	------------------------------------	--

STATE AND COUNTY IN WHICH INJURY OCCURRED Idaho, Ada County	WHEN INJURED, CLAIMANT WAS EARNING AN AVERAGE WEEKLY WAGE OF: \$400.00 PURSUANT TO IDAHO CODE § 72-419
--	--

DESCRIBE HOW INJURY OR OCCUPATIONAL DISEASE OCCURRED (WHAT HAPPENED)
Employee was climbing a ladder and the ladder slipped causing him to fall and hit his head on the concrete.

NATURE OF MEDICAL PROBLEMS ALLEGED AS A RESULT OF ACCIDENT OR OCCUPATIONAL DISEASE
Eye injury, traumatic brain injury.

WHAT WORKERS' COMPENSATION BENEFITS ARE YOU CLAIMING AT THIS TIME?
Determination of need for ongoing medical care and attendant benefits.

DATE ON WHICH NOTICE OF INJURY WAS GIVEN TO EMPLOYER 1/17/14	TO WHOM NOTICE WAS GIVEN Supervisor
---	--

HOW NOTICE WAS GIVEN: ORAL WRITTEN OTHER, PLEASE SPECIFY

ISSUE OR ISSUES INVOLVED
Determination of total and permanent disability; compensation of fees for conservator, guardian and personal care attendant pursuant to Idaho Code §72-432, et seq, and costs associated therewith; attorneys fees for unreasonable denial of fees for conservator and guardian fees and costs; and retention of jurisdiction.

RECEIVED
INDUSTRIAL COMMISSION
2015 SEP 15 AM 10:00

DO YOU BELIEVE THIS CLAIM PRESENTS A NEW QUESTION OF LAW OR A COMPLICATED SET OF FACTS? YES NO IF SO, PLEASE STATE WHY.

NOTICE: COMPLAINTS AGAINST THE INDUSTRIAL SPECIAL INDEMNITY FUND MUST BE IN ACCORDANCE WITH IDAHO CODE § 72-334 AND FILED ON FORM I.C. 1002

PHYSICIANS WHO TREATED CLAIMANT (NAME AND ADDRESS)

Michael McMartin, MD
Boise Physical Medicine & Rehab
1000 N. Curtis Rd.
Boise, Idaho 83706

Jason Gage, PhD
STARS
717 North Liberty
Boise, Idaho 83704

Ryan Huber, OD
Vision Quest
3025 W Cherry Ln - Ste 207
Meridian, Idaho 83642

SARMC
1055 N. Curtis Road
Boise, Idaho 83706

SAMG Overland Family Medicine
10255 West Overland Road
Boise, Idaho 83706

Jeffrey Symmonds, MD
St. Alphonsus Vascular
6140 W Curtisian - Ste 102
Boise, Idaho 83704

Intermountain Eye Center
4400 Flamingo Ave, Ste 300
Nampa, ID 83687

WHAT MEDICAL COSTS HAVE YOU INCURRED TO DATE?

WHAT MEDICAL COSTS HAS YOUR EMPLOYER PAID, IF ANY? \$ Unknown

WHAT MEDICAL COSTS HAVE YOU PAID, IF ANY? \$ _____

I AM INTERESTED IN MEDIATING THIS CLAIM, IF THE OTHER PARTIES AGREE.

YES NO

DATE

9-14-2015

SIGNATURE OF CLAIMANT OR ATTORNEY

ma lund

PLEASE ANSWER THE SET OF QUESTIONS IMMEDIATELY BELOW
ONLY IF CLAIM IS MADE FOR DEATH BENEFITS

NAME AND SOCIAL SECURITY NUMBER OF PARTY
FILING COMPLAINT

DATE OF DEATH

RELATION TO DECEASED CLAIMANT

WAS FILING PARTY DEPENDENT ON DECEASED?

YES NO

DID FILING PARTY LIVE WITH DECEASED AT TIME OF ACCIDENT?

YES NO

CLAIMANT MUST COMPLETE, SIGN AND DATE THE ATTACHED MEDICAL RELEASE FORM

CERTIFICATE OF SERVICE

I hereby certify that on the 14 day of September, 2015, I caused to be served a true and correct copy of the foregoing Complaint upon:

EMPLOYER'S NAME AND ADDRESS

Zing, LLC

22712 Lansing Lane

Middleton, Idaho 83644

SURETY'S NAME AND ADDRESS

State Insurance Fund

P.O. Box 83720

Boise, Idaho 83720-0044

via: personal service of process

regular U.S. Mail

via: personal service of process

regular U.S. Mail

Signature

ma lund

NOTICE: An Employer or Insurance Company served with a Complaint must file an Answer on Form I.C. 1003 with the Industrial Commission within 21 days of the date of service as specified on the certificate of mailing to avoid default. If no answer is filed, a Default Award may be entered!

Further information may be obtained from: Industrial Commission, Judicial Division, P.O. Box 83720, Boise, Idaho 83720-0041 (208) 334-6000.

(COMPLETE MEDICAL RELEASE FORM ON PAGE 3)

INDUSTRIAL COMMISSION
PO BOX 83720
BOISE ID 83720-0041

Patient Name: Jose Barrios
Birth Date: [REDACTED]
Address: 623 Chicago St., Caldwell, ID 83605
Phone Number: 208-433-3920
SSN or Case Number: [REDACTED]

(Provider Use Only)

Medical Record Number: _____
 Pick up Copies Fax Copies

AUTHORIZATION FOR DISCLOSURE OF HEALTH INFORMATION

I hereby authorize _____ to disclose health information as specified:
Provider Name -- must be specific for each provider

To: _____
Insurance Company/Third Party Administrator/Self Insured Employer/ISIF, their attorneys or patient's attorney

Street Address

City State Zip Code

Purpose or need for data: _____
(e.g. Worker's Compensation Claim)

Information to be disclosed: _____ Date(s) of Hospitalization/Care: _____

- Discharge Summary
- History & Physical Exam
- Consultation Reports
- Operative Reports
- Lab
- Pathology
- Radiology Reports
- Entire Record
- Other: Specify _____

I understand that the disclosure may include information relating to (check if applicable):

- AIDS or HIV
- Psychiatric or Mental Health Information
- Drug/Alcohol Abuse Information

I understand that the information to be released may include material that is protected by Federal Law (45 CFR Part 164) and that the information may be subject to redisclosure by the recipient and no longer be protected by the federal regulations. I understand that this authorization may be revoked in writing at any time by notifying the privacy officer, except that revoking the authorization won't apply to information already released in response to this authorization. I understand that the provider will not condition treatment, payment, enrollment, or eligibility for benefits on my signing this authorization. **Unless otherwise revoked, this authorization will expire upon resolution of worker's compensation claim.** Provider, its employees, officers, copy service contractor, and physicians are hereby released from any legal responsibility or liability for disclosure of the above information to the extent indicated and authorized by me on this form and as outlined in the Notice of Privacy. My signature below authorizes release of all information specified in this authorization. Any questions that I have regarding disclosure may be directed to the privacy officer of the Provider specified above.

Signature of Patient Date

Drew Meyer for Castle Rock Services of Guardian 9-14-11

Signature of Legal Representative & Relationship to Patient/Authority to Act Date

Signature of Witness Title Date

Original: Medical Record Copy: Patient Complaint -- Page 3 of 3

Amended
ANSWER TO COMPLAINT

I.C. NO.: 2014-002296

INJURY DATE: 1/17/2014

Claimant's Name and Address Josue Barrios 623 Chicago St. Caldwell, ID 83605	Claimant's Attorney's Name and Address Richard S. Owen David M. Farney PO Box 278 Nampa ID 83653
(Alleged) Employer's Name and Address Zing, LLC 22712 Lansing Lane Middleton, ID 83644	Workers' Compensation Insurance Carrier's Name and Address Idaho State Insurance Fund 1215 W. State St. PO Box 83720 Boise ID 83720-0044
Attorney Representing Surety (Name and Address) James A. Ford Elam & Burke, P.A. P.O. Box 1539 Boise, Idaho 83701	Attorney Representing Industrial Special Indemnity Fund (Name and Address) N/A

- The above-named Employer and Surety respond to Claimant's Complaint by stating:
 The Industrial Special Indemnity Fund responds to the Complaint against the ISIF by stating:

RECEIVED
 INDUSTRIAL COMMISSION
 2015 SEP 29 10:00

IT IS: (Check One)		
Admitted	Denied	
x		1. That the accident or occupational exposure alleged in the Complaint actually occurred on or about the time claimed.
x		2. That the employer/employee relationship existed.
x		3. That the parties were subject to the provisions of the Idaho Workers' Compensation Act.
x		4. That the condition for which benefits are claimed was caused partly <input checked="" type="checkbox"/> entirely <input type="checkbox"/> by an accident arising out of and in the course and scope of claimant's employment.
	N/A	5. That, if an occupational disease is alleged, manifestation of such disease is or was due to the nature of the employment in which the hazards of such disease actually exist, are characteristic of and peculiar to the trade, occupation, process, or employment.
x		6. That notice of the accident causing the injury, or notice of the occupational disease, was given to the employer as soon as practical but not later than 60 days after such accident or 60 days of the manifestation of such occupational disease.
	x	7. That the rate of wages claimed is correct. If denied, state the average weekly wage pursuant to Idaho Code § 72-419: \$ 450.00 per week
x		8. That the alleged employer was insured or permissibly self-insured under the Idaho Workers' Compensation Act.

9. What benefits, if any, do you concede are due Claimant?

Defendants have admitted Claimant is totally and permanently disabled and have commenced payment of related benefits.

10. State with specificity what matters are in dispute and your reason for denying liability, together with any affirmative defenses.

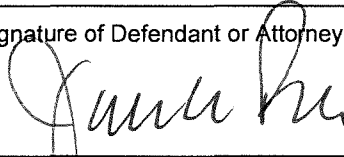
- a. Defendants deny all allegations of the Complaint not admitted herein.
- b. Defendants admit Claimant is totally and permanently disabled and have commenced payment of related benefits.
- c. Defendants continue to pay medical bills and the cost for personal care received by Claimant.
- d. Defendants dispute and deny they are obligated to pay compensation of fees and costs for conservator, guardian, and counsel for conservator and guardian, as worker's compensation benefits. The fees and costs for conservator, guardian, and counsel are governed by the provisions of Title 15, Chapter 5, of the Idaho Code.
- e. The Employer and Surety deny that they have acted unreasonably, and Claimant is therefore not entitled to an award of attorney fees pursuant to the provisions of Idaho Code Section 72-804.
- f. Defendants deny this case meets the requirements for the Commission to retain jurisdiction.

Under the Commission rules, you have twenty-one (21) days from the date of service of the Complaint to answer the Complaint. A copy of your Answer must be mailed to the Commission and a copy must be served on all parties or their attorneys by regular U.S. mail or by personal service of process. Unless you deny liability, you should pay immediately the compensation required by law and not cause the claimant, as well as yourself, the expense of a hearing. All compensation which is concededly due and accrued should be paid. Payments due should not be withheld because a Complaint has been filed. Rule 3.D., Judicial Rules of Practice and Procedure under the Idaho Workers' Compensation Law, applies. Complaints against the Industrial Special Indemnity Fund must be filed on Form I.C. 1002.

I am Interested in Mediating this Claim, if the Other Parties Agree. YES NO

Do you believe this claim presents a new question of law or a complicated set of facts? If so, please state.

Potentially, Claimant asserts Defendants are obligated to pay as a worker's compensation benefit costs and fees of a guardian and conservator.

Amount of Compensation Paid to Date			Dated	Signature of Defendant or Attorney
PPI/D	TTD	Medical		
\$26,065.23		\$512,649.12	9/29/15	

CERTIFICATE OF SERVICE

I hereby certify that on the 29 day of September, 2015, I caused to be served a true and correct copy of the foregoing Answer upon:

Claimant's Name
and Address

Employer and Surety's
Name and Address

Defendants' Name & Address

Richard S. Owen
David M. Farney
PO Box 278
Nampa ID 83653

personal service of process

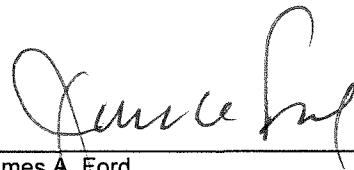
personal service of process

personal service of process

regular U.S. Mail

regular U.S. Mail

regular U.S. Mail



James A. Ford

4830-2673-8729, v. 1

BEFORE THE INDUSTRIAL COMMISSION OF THE STATE OF IDAHO

JOSUE BARRIOS,

Claimant,

v.

ZING, LLC,

Employer,

and

IDAHO STATE INSURANCE FUND,

Surety,
Defendants.

IC 2014-002296

**FINDINGS OF FACT,
CONCLUSIONS OF LAW,
AND RECOMMENDATION**

INTRODUCTION

Pursuant to Idaho Code § 72-506, the Industrial Commission assigned the above-entitled matter to Referee Douglas A. Donohue. He conducted a hearing in Boise on March 31, 2016.¹ Richard Owen represented Claimant. James Ford represented Defendants Employer and Surety. The parties presented oral and documentary evidence and later submitted briefs. The case came under advisement on July 11, 2016. This matter is now ready for decision.

ISSUES

The following issues are to be decided at this time:

1. Whether the Commission has jurisdiction to decide whether the fees and costs of the following individuals are compensable benefits under Idaho Workers' Compensation Law, and if so, whether Claimant is so entitled:
 - a) a Guardian ad-litem,
 - b) a court-appointed Guardian,
 - c) a court-appointed Conservator, and
 - d) an attorney hired to facilitate the appointment of the Guardian and Conservator in District Court; and
2. Whether the Commission has jurisdiction to determine whether the fees and costs charged by any or all of these people, if compensable, are reasonable.

¹ The Hearing transcript contains an inaccuracy. The Referee at hearing mistook attorney Robert Aldridge for Claimant before introductions were made. Contrary to the Referee's statement at hearing, Claimant was not present. Claimant's condition precluded any useful purpose for his attendance.

CONTENTIONS OF THE PARTIES

The parties agree that Claimant suffered a compensable accident. He suffered a catastrophic head injury when he fell from a ladder. He is totally and permanently disabled and will require attendant care for life. Because of the extent of the head injury a guardian and conservator were appointed by the Magistrate Court of the Fourth Judicial District of Idaho on his behalf. Those court proceedings required an attorney and a guardian ad-litem as well. (Hereinafter, these four are collectively "the Group.")

Claimant contends a treating physician has opined that appointment of a guardian and conservator is medically necessary as a result of Claimant's compensable accident and injury. Claimant requires constant attendant care for activities of daily living. Generally, the Commission has jurisdiction to resolve all questions in dispute under Idaho Code § 72-707. Regarding attendant care as a medical benefit, Idaho Code § 72-432(3) gives the Commission jurisdiction and discretion "to determine the necessity, character and sufficiency of any medical services furnished or to be furnished." Claimant is entitled to benefits for each and all of the attendant-care providers in question. The charges claimed by each and all of the Group are reasonable.

Defendants contend the services of the guardian, conservator, guardian ad-litem, and attorney who secured these appointments on Claimant's behalf do not constitute attendant care under the relevant statutes. Such services are not medical care. They do not comport with the definition of "medical services." The Legislature did not include members of the Group within the Idaho Workers' Compensation Law and the jurisdiction and authority of the Commission. Idaho Code § 72-432(3) does not grant it. While the Commission has jurisdiction to interpret Idaho Code § 72-432(3), it does not have power to order Surety to pay the fees of

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND RECOMMENDATION - 2

the Group. Rules of statutory construction require this result. The guardian and conservator were appointed by an Ada County Magistrate pursuant to appropriate sections of the Uniform Probate Code, Title 15, Idaho Code. This gives the Magistrate “exclusive and continuing jurisdiction” over members of the Group. Idaho has not ruled on the question at issue, but other states have held that such services are outside their workers’ compensation laws. Claimant improperly relies upon Idaho cases which are distinguishable from the facts here. Surety has paid and continues to pay all medical and disability benefits due Claimant. In addition to all other medical and disability benefits, Surety pays the services of an attendant, Isobel Hernandez, at a rate of \$3,200 per month. None of the Group provides medical services or direct attendant care to Claimant as those terms are defined by Idaho law.

EVIDENCE CONSIDERED

The record in the instant case included the following:

1. Oral testimony at hearing of attorney Robert Aldridge, Drew Mayes on behalf of Claimant’s guardian Castle Rock Services, Paul Seideman on behalf of Claimant’s conservator Tresco of Idaho, Isobel Hernandez who provides the certified family home where Claimant resides, and Surety senior claims examiner Donna Young;
2. Claimant’s exhibits A through K; and
3. Defendants’ exhibits 1 through 22.

Having analyzed all evidence of record, the Referee submits the following findings of fact and conclusions of law for review and adoption by the Commission.

FINDINGS OF FACT

1. Claimant is totally and permanently disabled after a head injury caused by a compensable accident. He fell from a ladder on January 17, 2014.
2. Claimant was hospitalized then admitted to a rehabilitation unit.
3. On May 27, 2014 treating physician Michael McMartin, M.D., opined Claimant

had reached maximum medical improvement. He noted Claimant had been discharged from the rehabilitation unit to Ashley Manor, a skilled nursing facility. Dr. McMartin was actively involved in Claimant's placement, including consideration of whether Claimant could or should be released to the care of his brother.

4. On September 10, 2014 Dr. McMartin opined Claimant "requires a controlled living environment." He noted Claimant's Spanish language was a basis for recommending the certified family home of Isobel Hernandez over Ashley Manor. Dr. McMartin further opined: "I am writing this letter of medical necessity in support of relocating Mr. Barrios to this new home for continued structured and community based living. He also requires a guardian and conservator. The appointment of a guardian and of a conservator for Mr. Barrios is medically necessary due to the traumatic brain injury."

5. On October 30, 2014 Magistrate Bieter appointed Claimant a guardian and conservator. Castle Rock Services, Inc. was appointed guardian; Paul Seideman as agent of Tresco of Idaho was appointed conservator.

6. Claimant requires permanent constant attendance as a medical service under Idaho Code § 72-432(3). This need is a compensable consequence of the physical injury to Claimant's brain caused by the accident. The injury is physical, not psychological, although an additional psychological condition may or may not also be present. No aspect of Idaho Code § 72-451 is implicated.

7. The guardian meets with Claimant occasionally as needed, about once per month more or less. He makes general decisions on Claimant's behalf pertaining to living arrangements and care. The conservator manages Claimant's financial affairs.

8. A guardian ad-litem and an attorney also provided services on Claimant's behalf

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND RECOMMENDATION - 4

in the course of obtaining the appointments of the guardian and conservator.

9. Claimant's activities for his daily living are overseen and performed by Isobel Hernandez who operates a certified family home where Claimant resides. Ms. Hernandez makes daily decisions on Claimant's behalf. She provides direct attendant care. In addition to total and permanent disability benefits, Surety pays \$3,200 per month to Ms. Hernandez's home for Claimant's daily care.

10. Ashley Manor charged Claimant in excess of \$4,000 per month for daily care he received there.

11. The billing records of the guardian show Claimant was charged \$16,921.63 for the period June 1, 2014 through December 31, 2015. Charges represent services at an hourly rate plus mileage and expenses. This equates to an average of \$890.61 per month.

12. The billing records of the conservator show Claimant was charged a monthly administrative fee of \$175.00 per month, increasing to \$200.00 per month in 2015, plus service charges for each activity performed. For the first year, October 30, 2014 through October 31, 2015, conservator fees were \$6,442.62. This equates to an average of \$536.89 per month.

DISCUSSION AND FURTHER FINDINGS OF FACT

13. The provisions of the Idaho Workers' Compensation Law are to be liberally construed in favor of the employee. *Haldiman v. American Fine Foods*, 117 Idaho 955, 956, 793 P.2d 187, 188 (1990). The humane purposes which it serves leave no room for narrow, technical construction. *Ogden v. Thompson*, 128 Idaho 87, 88, 910 P.2d 759, 760 (1996).

Jurisdiction

14. Defendants do not argue that the Commission lacks jurisdiction to decide this matter. Rather, they argue that it has no legislative authority to order payment for services of any member of the Group.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND RECOMMENDATION - 5

15. "All questions arising under this law . . . shall be determined by the commission." Idaho Code § 71-707. "The commission shall have authority to determine the necessity, character and sufficiency of any medical services furnished or to be furnished and shall have authority to order a change of physician, hospital or rehabilitation facility when in its judgment such change is desirable or necessary." Idaho Code § 72-432 applies to medical services. Idaho Code § 102(21) defines "medical services." These statutes authorize the Commission to determine whether and to what financial extent any member of the Group has provided a compensable medical service to Claimant. The Commission has authority to order payment for medical services.

16. Idaho Code § 72-432(3) authorizes the Commission to determine whether and to what financial extent any member of the Group is included as having provided a compensable medical service to Claimant.

"Medical Services"

17. "Medical Services" is a term defined at Idaho Code § 72-102(21). Relevant to the analysis here is the inclusion of the phrase "other attendance or treatment" in the definition. Relevant language of Idaho Code § 72-432(1) tracks substantially but not identically with the section 102 definition. Section 432(1) also includes the phrase "other attendance or treatment."

18. By including the word "other" to modify "attendance or treatment," the plain wording of the statutes allows for attendant care not strictly limited to medical, surgical, or dental categories. Claimant's suggestion is well taken that significant care for daily living provided by Ms. Hernandez does not strictly consist of medical, surgical, or dental attendance or treatment. Yet such care is not disputed as being compensable care within the ambit of "medical service."

Probate Attorney and Guardian ad-litem

19. Idaho Code §§ 72-803 and -804, along with Commission rules and regulations duly promulgated in response to these statutes, provide separate, specific requirements for dealing with attorney fees. Claimant does not suggest that either the attorney or the guardian ad-litem, also of necessity an attorney, qualifies as a basis for an additional award to Claimant under these statutes. The specificity of these sections trumps the general statutes pertaining to compensable medical service. Moreover, having primarily provided services to secure the appointment of the guardian and conservator, the attorneys' roles are related to and are under the jurisdiction of the Magistrate's Court. Such services are one step too far removed to be reasonably deemed to be within the scope of the definition of "medical services."

Guardian and Conservator

20. Neither the guardian nor the conservator provides direct attendance or treatment which could substantially be called medical, surgical, or dental. The guardian provides an executive function related to medical service and a minimal direct medical service when he visits Claimant. The conservator provides an executive function over funds which relate, *inter alia*, to medical service. Such services are within the definitional scope of "other attendance," pursuant to Idaho Code § 72-102(21), as a medical service. These roles have become medically necessary as a result of Claimant's compensable traumatic brain injury. But for the traumatic brain injury Claimant would not need a guardian or conservator. But for the traumatic brain injury Claimant would be able to direct and choose where, when, and how much direct service of an attendant he may require. However, this does not end the inquiry. Additional statutory authorization must be found before these services are compensable in this case.

21. First, Claimant's condition is medically stable. In this case Claimant's need for medical service is expected to be permanent. Idaho Code § 72-432(1) applies where the

service is required “immediately after an injury . . . and for a reasonable time thereafter.” Under the facts here, it would torture the statute to *categorically* include the lifetime services of a guardian and conservator as compensable under this section.

22. Second, Idaho Code § 432(3) allows the Commission to award “an additional sum in an amount as may be determined by the commission as by it deemed necessary, as a medical service” upon certain conditions. The primary trigger for application of this statute is that a claimant must require “constant service.” Claimant qualifies. The sum applies to medical service. It is not expressly limited to the charges billed for direct, constant attendant care.

23. The guardian oversees and reviews the “constant service of an attendant.” This constitutes “medical service” as provided by Ms. Hernandez pursuant to Idaho Code § 432(3). An award of an additional sum is authorized and appropriate in this case.

24. The conservator oversees, reviews and disburses funds for Claimant’s daily living. Such is within the ambit of “medical service” as defined by the statutes noted. An award of an additional sum is authorized and appropriate in this case.

Amount of the § 432(3) additional sum

25. The appointment of the guardian and conservator was effectuated in Magistrate’s Court under Idaho’s Uniform Probate Code, Title 15, Chapter 5. *Categorically*, such is not within the exclusive jurisdiction of the Commission. The Idaho Legislature, by the language of Idaho Code § 72-432(3) authorizes the Commission to use its discretion in determining an appropriate amount of additional benefit to fund such services, where compensable, to the extent deemed a medical service under Idaho Workers’ Compensation Law. Thus, the Commission neither interferes with the Magistrate nor vice-versa.

26. The guardian’s fees to date have averaged \$890.61 per month.

27. The conservator's fees to date have averaged \$536.89 per month.

28. Surety was paying Ashley Manor in excess of \$4,000 per month. It now pays Ms. Hernandez \$3,200.

29. It is difficult from the billing records to distinguish initial costs and fees related solely to obtaining and maintaining the appointment and reporting to the Magistrate's Court, versus those related to ongoing other attendance as a medical service. The costs and fees related to initial appointment and annual reporting are deemed to be small. Therefore, in addition to Ms. Hernandez's monthly charges for direct constant attendance, the appropriate additional sum for the medical services provided by the guardian and conservator is found to be \$1,425 per month. Guardian's and conservator's fees charged have been reasonable.

CONCLUSIONS

1. The Commission has jurisdiction under Idaho Code § 72-707 to determine the compensability of charges to Claimant by members of the Group;

2. The attorney and guardian ad-litem who secured the appointment of the guardian and conservator in Magistrate's Court have not provided medical services within the scope of Idaho Workers' Compensation Law. Claimant has not shown that this Law, specifically sections 72-803 and -804, et. al., provides for an additional award of compensation for those charges;

3. The guardian and conservator have provided medical services as defined by Idaho Code § 72-102(21) and awardable in a sum certain under Idaho Code § 72-4323(3); and

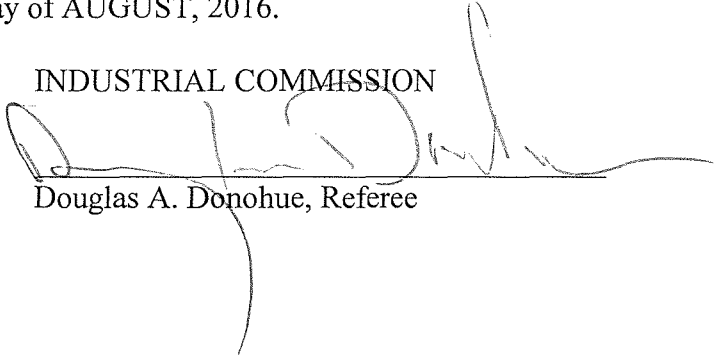
4. In addition to the medical services provided by Ms. Hernandez and all other benefits payable, Claimant is awarded an additional sum for medical services in the amount of \$1,425.00 per month as a reasonable fee for such services, effective November 1, 2014 to hearing and in the future.

RECOMMENDATION

Based on the foregoing Findings of Fact, Conclusions of Law, and Recommendation, the Referee recommends that the Commission adopt such findings and conclusions as its own and issue an appropriate final order.

DATED this 10th day of AUGUST, 2016.

INDUSTRIAL COMMISSION



Douglas A. Donohue, Referee

ATTEST:

Assistant Commission Secretary dkb

CERTIFICATE OF SERVICE

I hereby certify that on the _____ day of _____, 2016, a true and correct copy of **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND RECOMMENDATION** were served by regular United States Mail upon each of the following:

RICHARD S. OWEN
P.O. BOX 278
NAMPA, ID 83653

JAMES A. FORD
P.O. BOX 1539
BOISE, ID 83701-1539

dkb

BEFORE THE INDUSTRIAL COMMISSION OF THE STATE OF IDAHO

JOSUE BARRIOS,

Claimant,

v.

ZING, L.L.C.,

Employer,

and

IDAHO STATE INSURANCE FUND,

Surety,
Defendants.

IC 2014-002296

**FINDINGS OF FACT,
CONCLUSIONS OF LAW,
AND ORDER**

FILED

AUG 30 2016

INTRODUCTION

INDUSTRIAL COMMISSION

Pursuant to Idaho Code § 72-506, the Industrial Commission assigned the above-entitled matter to Referee Douglas A. Donohue. He conducted a hearing in Boise on March 31, 2016.¹ Richard Owen represented Claimant. James Ford represented Defendants Employer and Surety. The parties presented oral and documentary evidence and later submitted briefs. The case came under advisement on July 11, 2016. The Commission has reviewed the proposed decision, and agrees with the result. However, the Commission concludes that different treatment of Idaho Code § 72-432 is indicated, and therefore substitutes this decision for that proposed by the Referee.

ISSUES

The following issues are to be decided at this time:

1. Whether the Commission has jurisdiction to decide whether the fees and costs of the following individuals are compensable benefits under Idaho Workers' Compensation Law, and if so, whether Claimant is so entitled:
 - a) a Guardian ad-litem,
 - b) a court-appointed Guardian,
 - c) a court-appointed Conservator, and
 - d) an attorney hired to facilitate the appointment of the Guardian

¹ The Hearing transcript contains an inaccuracy. The Referee at hearing mistook attorney Robert Aldridge for Claimant before introductions were made. Contrary to the Referee's statement at hearing, Claimant was not present. Claimant's condition precluded any useful purpose for his attendance.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER - 1

and Conservator in District Court; and

2. Whether the Commission has jurisdiction to determine whether the fees and costs charged by any or all of these people, if compensable, are reasonable.

CONTENTIONS OF THE PARTIES

The parties agree that Claimant suffered a compensable accident. He suffered a catastrophic head injury when he fell from a ladder. He is totally and permanently disabled and will require attendant care for life. The Magistrate Court of the Fourth Judicial District of Idaho appointed a guardian and conservator on his behalf because of the extent of the head injury. Those court proceedings required an attorney and a guardian ad-litem as well. (Hereinafter, these four are collectively “the Group.”)

Claimant contends a treating physician has opined that appointment of a guardian and conservator is medically necessary as a result of Claimant’s compensable accident and injury. Claimant requires constant attendant care for activities of daily living. Generally, the Commission has jurisdiction to resolve all questions in dispute under Idaho Code § 72-707. Regarding attendant care as a medical benefit, Idaho Code § 72-432(3) gives the Commission jurisdiction and discretion “to determine the necessity, character and sufficiency of any medical services furnished or to be furnished.” Claimant is entitled to benefits for each and all of the attendant-care providers in question. The charges claimed by each and all of the Group are reasonable.

Defendants contend the services of the guardian, conservator, guardian ad-litem, and attorney who secured these appointments on Claimant’s behalf do not constitute attendance or attendant care under the relevant statutes. Such services are not medical care. They do not comport with the definition of “medical services.” The Legislature did not include members of the Group within the Idaho Workers’ Compensation Law and the jurisdiction and authority of the

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER - 2

Commission. Idaho Code § 72-432 does not grant it. While the Commission has jurisdiction to interpret Idaho Code § 72-432, it does not have power to order Surety to pay the fees of the Group. Rules of statutory construction require this result. The guardian and conservator were appointed by an Ada County Magistrate pursuant to appropriate sections of the Uniform Probate Code, Title 15, Idaho Code. This gives the Magistrate “exclusive and continuing jurisdiction” over members of the Group. Idaho has not ruled on the question at issue, but other states have held that such services are outside their workers’ compensation laws. Claimant improperly relies upon Idaho cases which are distinguishable from the facts here. Surety has paid and continues to pay all medical and disability benefits due Claimant. In addition to all other medical and disability benefits, Surety pays the services of an attendant, Isobel Hernandez, at a rate of \$3,200 per month. None of the Group provides medical services or direct attendant care to Claimant as those terms are defined by Idaho law.

EVIDENCE CONSIDERED

The record in the instant case included the following:

1. Oral testimony at hearing of attorney Robert Aldridge, Drew Mayes on behalf of Claimant’s guardian Castle Rock Services, Paul Seideman on behalf of Claimant’s conservator Tresco of Idaho, Isobel Hernandez who provides the certified family home where Claimant resides, and Surety senior claims examiner Donna Young;
2. Claimant’s exhibits A through K; and
3. Defendants’ exhibits 1 through 22.

FINDINGS OF FACT

1. Claimant is totally and permanently disabled after a head injury caused by a compensable accident. He fell from a ladder on January 17, 2014.
2. Claimant was hospitalized then admitted to a rehabilitation unit.
3. On May 27, 2014, treating physician Michael McMartin, M.D., opined Claimant

had reached maximum medical improvement. He noted Claimant had been discharged from the rehabilitation unit to Ashley Manor, a skilled nursing facility. Dr. McMartin was actively involved in Claimant's placement, including consideration of whether Claimant could or should be released to the care of his brother.

4. On September 10, 2014, Dr. McMartin opined Claimant "requires a controlled living environment." He noted Claimant's Spanish language was a basis for recommending the certified family home of Isobel Hernandez over Ashley Manor. Dr. McMartin further opined: "I am writing this letter of medical necessity in support of relocating Mr. Barrios to this new home for continued structured and community based living. He also requires a guardian and conservator. The appointment of a guardian and of a conservator for Mr. Barrios is medically necessary due to the traumatic brain injury."

5. Robert Aldridge is an attorney licensed to practice in the State of Idaho. He has peculiar expertise in the area of conservatorship and guardianship. He was contacted in May of 2014 by representatives of Ashley Manor and Castle Rock Services concerning Claimant's ability to care for himself. He was asked to facilitate the appointment of a guardian and conservator for Claimant. For his part, Mr. Aldridge appeared as Claimant's attorney, and as his guardian ad litem. Per Mr. Aldridge, a guardian ad litem is required to be an attorney. (Transcript 31/1-33/5.) His appointment did not require court approval. Mr. Aldridge contacted Mia Murphy, an attorney with whom he frequently works, and asked her to represent the petitioner, Castle Rock, in connection with the appointment of a guardian and conservator. A temporary guardian and conservator were initially appointed, and this eventually led to the permanent appointment of Castle Rock Services as Claimant's guardian and Tresco of Idaho as Claimant's conservator by order of the district court dated October 30, 2014. Both Mr. Aldridge

and Ms. Murphy generated bills for services rendered to their clients. Those bills remain unpaid to date.

6. The guardian meets with Claimant occasionally as needed, about once per month more or less. He makes general decisions on Claimant's behalf pertaining to living arrangements and care. The conservator manages Claimant's financial affairs.

7. Claimant's activities for his daily living are overseen and performed by Isobel Hernandez who operates a certified family home where Claimant resides. Ms. Hernandez makes daily decisions on Claimant's behalf. She provides direct attendant care. In addition to total and permanent disability benefits, Surety pays \$3,200 per month to Ms. Hernandez's home for Claimant's daily care. This covers her services as well as expenses associated with Claimant's meals and lodging at her home. (*See Defendants' Exhibit 17.*)

8. Ashley Manor charged Claimant in excess of \$4,000 per month for daily care he received there.

9. The billing records of the guardian show Claimant was charged \$16,921.63 for the period June 1, 2014 through December 31, 2015. Charges represent services at an hourly rate plus mileage and expenses. This equates to an average of \$890.61 per month.

10. The billing records of the conservator show Claimant was charged a monthly administrative fee of \$175.00 per month, increasing to \$200.00 per month in 2015, plus service charges for each activity performed. For the first year, October 30, 2014 through October 31, 2015, conservator fees were \$6,442.62. This equates to an average of \$536.89 per month.

DISCUSSION AND FURTHER FINDINGS OF FACT

11. The provisions of the Idaho Workers' Compensation Law are to be liberally construed in favor of the employee. *Haldiman v. American Fine Foods*, 117 Idaho 955, 956,

793 P.2d 187, 188 (1990). The humane purposes which it serves leave no room for narrow, technical construction. *Ogden v. Thompson*, 128 Idaho 87, 88, 910 P.2d 759, 760 (1996).

Jurisdiction

12. The parties are in agreement that the Industrial Commission has jurisdiction, pursuant to Idaho Code § 72-707, to determine whether the expenses claimed are compensable as expenses payable by Employer/Surety pursuant to the provisions of Idaho Code § 72-432. Claimant contends that the Commission also has jurisdiction to determine the reasonableness of the charges at issue. Defendants contend that the Commission lacks jurisdiction to determine the reasonableness or necessity of the expenses in question, arguing that jurisdiction to determine whether the services are necessary and the charges reasonable lies with the district court that made the appointment.

13. We agree with Defendants that while the Commission does have jurisdiction to determine whether the workers' compensation laws of this state authorize the payment of the expenses at issue pursuant to Idaho Code § 72-432, the Commission does not have jurisdiction to determine the reasonableness and necessity of those charges. Pursuant to the provisions of Idaho Code § 15-5-101, *et seq.*, the district court has satisfied itself that the appointment of a guardian and conservator is appropriate under Claimant's circumstances. In its order appointing the guardian and conservator the district court specified that both the conservator and guardian are entitled to payment at their regular hourly rates for services rendered. Each is required to account annually to the district court. Idaho Code § 15-5-101, *et seq.*, contains provisions which allow the district court to police the activities of the conservator and guardian. Therefore, it seems clear that jurisdiction governing the necessity and reasonableness of the appointment, as well as the reasonableness of expenses incurred in connection with the appointment lies with the

district court. As the Commission perceives it, the sole question before it is whether the expenses incurred in connection with the appointment of the guardian and conservator are payable by Employer/Surety as Idaho Code § 72-432 expenses, or from some other source. The Commission's jurisdiction to determine this issue is in no wise inconsistent with the provisions of Idaho Code § 15-5-314, which recognizes that expenses associated with appointments may be paid from sources other than Claimant's estate:

Compensation and expenses. - (1) If not otherwise compensated for services rendered or expenses incurred, any visitor, guardian ad litem, physician, guardian, or temporary guardian appointed in a protective proceeding is entitled to reasonable compensation from the estate for services rendered and expenses incurred in such status, including for services rendered and expenses incurred prior to the actual appointment of said guardian or temporary guardian which were reasonably related to the proceedings. If any person brings or defends any guardianship proceeding in good faith, whether successful or not, he or she is entitled to receive from the estate his or her necessary expenses and disbursements including reasonable attorney's fees incurred in such proceeding. If the estate is inadequate to bear any of the reasonable compensation, fees, and/or costs referenced in this section, the court may apportion the reasonable compensation, fees, and/or costs to any party, or among the parties, as the court deems reasonable.

(2) If court visitor services are provided by court personnel, any moneys recovered shall be collected through the clerk of the district court of the county in which the appointment was made and the clerk shall pay the moneys to the state treasurer for deposit in the guardianship and conservatorship project fund established by section 31-3201G, Idaho Code.

Therefore, the narrow question before the Commission is whether the expenses in question are of the type that falls within some provision of Idaho Code § 72-432, and for which Defendants can be held liable.

14. It is argued that Idaho Code § 72-432 contemplates the obligation of Surety to pay only those expenses which can be fairly characterized as "medical" in nature. Since the expenses incurred by the group are not "medical" related, Defendants contend that Surety cannot be compelled to pay these expenses pursuant to the provisions of Idaho Code § 72-432. Therefore,

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER - 7

the group's expenses are payable, if at all, from the estate of Claimant, an estate which evidently consists of nothing more than the total and permanent disability benefits payable during his lifetime. As developed *infra*, the Commission concludes that the provisions of Idaho Code § 72-432 are not to be so narrowly read, and that the section plainly contemplates the obligation to pay benefits beyond those which might conventionally be thought of as medical in nature.

“Medical services” are defined at Idaho Code § 72-102(21) as follows:

“Medical services” means medical, surgical, dental or other attendance or treatment, nurse and hospital service medicines, apparatus, appliances, prostheses, and related services, facilities and supplies.

This definition is very nearly identical to the description of those services which employer is obligated to provide pursuant to Idaho Code § 72-432(1):

Medical services, appliances and supplies – Reports. - (1) Subject to the provisions of section 72-706, Idaho Code, the employer shall provide for an injured employee such reasonable medical, surgical or other attendance or treatment, nurse and hospital services, medicines, crutches and apparatus, as may be reasonably required by the employee's physician or needed immediately after an injury or manifestation of an occupational disease, and for a reasonable time thereafter. If the employer fails to provide the same, the injured employee may do so at the expense of the employer.

While the title to Idaho Code § 72-432 references “medical services, appliances and supplies ...”, the title of the section is not relevant to interpreting the provisions of the statute in the absence of some ambiguity within the body of the statute itself. (*Melendez v. Conagra Foods/Lamb Weston*, IC 2008-023987, 2015 WL 5786564 (Idaho Ind. Com. Dec. Ruling, Aug. 10, 2015.)) Therefore, attention must first be directed to the language of the statute to understand whether its meaning is clear, recognizing that the words used in the statute are to be given their plain and ordinary meaning. *Id.* at 5; *Wernecke v. St. Maries Joint School Dist. No. 401*, 147 Idaho 277, 207 P.3d 1008 (2009). Idaho Code § 72-432(1) requires employer to provide “attendance or treatment” of various types, “medical”, “surgical” or, significantly, “other”.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER - 8

Defendants suggest that in the context of Idaho Code § 72-432 the term “attendance” is synonymous with “treatment”. We reject this interpretation, and assume that the Legislature had some purpose in mind in requiring the employer to provide attendance or treatment. In choosing to state the employer’s obligation in the disjunctive, we must assume that the Legislature intended employers to provide whatever qualifies as “attendance”, or whatever qualifies as “treatment”. It is a general principle of statutory construction that the Commission must assume that the term “attendance” is not mere surplusage. *Wernecke*, 147 Idaho at 282.

15. We agree with Defendants that the expenses at issue cannot fairly be characterized as medical, surgical or other treatment, and that if they are compensable as Idaho Code § 72-432(1) expenses, they must qualify as “other attendance”. The term attendance refers to the act or state of attending. (“Attendance.” *Merriam-Webster Dictionary*. 2016. <http://www.merriam-webster.com> 17 August 2016.) To attend is to take care of, administer to, devote one’s services to, to take charge of, watch over, look after, tend or guard. (“Attend.” *Dictionary.com*. 2016. <http://www.dictionary.com> 17 August 2016. “Attend.” *Merriam-Webster Dictionary*. 2016. <http://www.merriam-webster.com> 17 August 2016.) Against Defendants’ assertion that the type of attendance referenced in Idaho Code § 72-432 must be medical in nature, one need only refer to the language of the statute to reject this argument. The attendance that employer is required to provide is medical, surgical and “other”, i.e., other than medical.

16. Claimant has suffered a severe traumatic brain injury, leaving him without higher executive function. It is conceded that this disability is of such severity to render him totally and permanently disabled. The services provided by his guardian and conservator are intended to assist and protect Claimant where he no longer is possessed of the faculties to take care of himself. These services are clearly of a type that fall within the aforementioned definition of

attendance. In this regard, one might analogize Claimant's situation to a worker who has lost an arm in an industrial accident. No one would argue that such an individual's employer would not be obligated to provide whatever prosthesis might be necessary to ameliorate Claimant's loss of arm function. By the same token, Claimant has suffered a physical injury to his brain, which leaves him unable to perform certain functions necessary to day-to-day living. It does not seem unreasonable to require Employer to provide a "prosthesis" to ameliorate this loss. Claimant cannot be counted on to make day-to-day decisions about his care. Nor can he be counted on to manage his financial affairs. The attendance that he requires in this regard is of a type which falls well within the ambit of what is anticipated by the unambiguous language of the statute.

17. Because we have decided that these expenses are compensable and payable by Employer under Idaho Code § 72-432(1), we need not consider whether they are compensable under Idaho Code § 72-432(3), which makes compensable the service of an attendant when "constant service" to an injured worker is necessary by reason of a disability rendering the injured worker so helpless as to require it. We note, however, that just because the guardian and conservator are not constantly in the presence of Claimant does not necessarily mean that they are not constantly looking out for him by virtue of being always available to deal with his needs.

18. Although not at issue, the provisions of Idaho Code § 72-432(3) also seem to clearly provide for the payment of the services rendered by Ms. Hernandez.

19. For the reasons set forth above, we conclude that the guardian/conservator expenses incurred in connection with Claimant's care are payable by Employer/Surety pursuant to the provisions of Idaho Code § 72-432(1).

20. Claimant also contends that pursuant to Idaho Code § 72-432, Surety is obligated to pay the fees of Robert Aldridge, the guardian ad litem, himself an attorney, and Mia Murphy,

the attorney who secured the appointment of the guardian and conservator. Idaho Code §§ 72-803, 804 and other duly promulgated regulations adopted by the Commission articulate specific requirements relating to the payment of attorney's fees. (See IDAPA 17.02.08.033, *et seq.*) We decline to consider the payment of the fees in question under the provisions of Idaho Code § 72-432 in light of the aforementioned specific statutes and regulations dealing with the payment of attorney's fees. Nor has Claimant explained how or whether the fees in question might be payable under our attorney fee statutes and regulations.

CONCLUSIONS OF LAW AND ORDER

1. The Commission has jurisdiction under Idaho Code § 72-707 to determine whether the expenses and fees claimed by Claimant are payable under Idaho Code § 72-432.

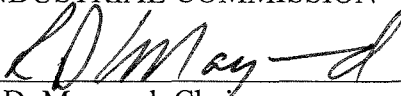
2. The fees of the attorney and guardian ad litem responsible for securing the appointment of the guardian and conservator are payable, if at all, pursuant to the provisions of Idaho Code § 72-803, Idaho Code § 72-804 and regulations of the Commission relating to the payment of attorney's fees. Claimant has not articulated a basis pursuant to those statutes/rules sufficient to warrant payment of these fees by Employer.

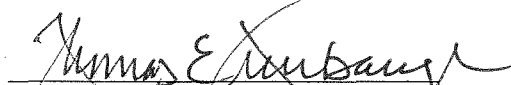
3. Defendants are responsible for the payment of such fees and expenses of the guardian and conservator, authorized pursuant to Idaho Code § 15-5-101 *et seq.*, from the date of initial appointment forward pursuant to the provisions of Idaho Code § 72-432.

4. Pursuant to Idaho Code § 72-718, this decision is final and conclusive as to all matters adjudicated.

DATED this 30th day of August, 2016.

INDUSTRIAL COMMISSION


R.D. Maynard, Chairman


Thomas E. Limbaugh, Commissioner


Thomas P. Baskin, Commissioner

ATTEST


Assistant Commission Secretary

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of August, 2016,
a true and correct copy of **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER**
were served by regular United States Mail upon each of the following:

RICHARD S OWEN
PO BOX 278
NAMPA ID 83653

JAMES A FORD
PO BOX 1539
BOISE ID 83701

ka Kenna Andrus

James A. Ford
Matthew C. Parks
ELAM & BURKE, P.A.
251 East Front Street, Suite 300
Post Office Box 1539
Boise, Idaho 83701
Telephone: (208) 343-5454
Facsimile: (208) 384-5844
Ford - ISB #3410
Parks - ISB #7419

2015 OCT -6 P 3:34
RECEIVED
INDUSTRIAL COMMISSION

Attorneys for Defendants/Appellants

IN THE INDUSTRIAL COMMISSION
OF THE STATE OF IDAHO

JOSUE BARRIOS,

Claimant/Respondent,

v.

ZING LLC,

Employer,

IDAHO STATE INSURANCE FUND,

Surety, Defendants/
Appellants.

I.C. No. 2014-002296

NOTICE OF APPEAL

TO: THE ABOVE-NAMED CLAIMANT/RESPONDENT, JOSUE BARRIOS, AND HIS ATTORNEY OF RECORD, RICHARD S. OWEN, AND TO THE INDUSTRIAL COMMISSION.

NOTICE IS HEREBY GIVEN THAT:

1. The above-named appellants, Zing LLC and Idaho State Insurance Fund, appeal against the above-named respondent, Josue Barrios, to the Idaho Supreme Court from the Industrial Commission's Findings of Fact, Conclusions of Law, and Order entered in the above-

entitled proceeding on the 30th day of August, 2016 (“Order”). R.D. Maynard, Thomas E. Limbaugh, and Thomas P. Baskin, presiding Commissioners. A copy of the Order being appealed is attached to this notice.

2. The above-named appellants have a right to appeal to the Idaho Supreme Court, and the Order described in paragraph 1 above is appealable pursuant to Rule 11(d)(1) of the Idaho Appellate Rules.

3. A preliminary statement of the issues on appeal which appellants then intend to assert in the appeal; provided, any such list of issues on appeal shall not prevent appellants from asserting other issues on appeal.

a. Whether the Industrial Commission erred in its determination the services provided to Claimant by a conservator and guardian were compensable worker’s compensation benefits under Idaho Code § 72-432(1).

4. Has an order been entered sealing all or any portion of the record? No.

If so, what portion? N/A

5. (a) Is a reporter’s transcript requested? Yes.

(b) Appellants request the preparation of the following portions of the reporter’s transcript in electronic format: transcript of hearing dated March 31, 2016, including the following exhibits introduced into evidence at the hearing:

Claimant’s Exhibits:

Exhibit A. Robert L. Aldridge, Chartered invoices.

Exhibit B. Murphy Law Office invoices.

Exhibit C. Order Appointing Guardian and Conservator of an Incapacitated Person.

Exhibit D. Letters of Conservatorship.

Exhibit E. Letters of Guardianship.

Exhibit F. Castle Rock Services, Inc. invoices.

Exhibit G. TRESKO of Idaho invoices.

Exhibit H. Surveillance report and video dated June 27, 2015.

Exhibit I. Castle Rock Services Treatment Plan dated October 26, 2015.

Exhibit J. Annual Status Report of Ward dated November 17, 2015.

Exhibit K. December 16, 2014 letter from Donna Young to Jason Gage, PhD.

Defendants' Exhibits - Medical records:

Exhibit 1. Ada County Paramedics, dated January 17, 2014.

Exhibit 2. Saint Alphonsus Regional Medical Center (selected admission, operative reports and transfer to Southwest Idaho Advanced Care).

Exhibit 3. Southwest Idaho Advanced Care intake by Nancy Greenwald, M.D., to discharge.

Exhibit 4. Saint Alphonsus Regional Medical Center Rehabilitation Unit (admission and discharge).

Exhibit 5. Report of Robert Calhoun, Ph.D, dated April 24, 2014,

Exhibit 6. Reports of Clay Ward, Ph.D., dated May 29, 2014, and June 9, 2014.

Exhibit 7. Report from Intermountain Eye Clinic, dated March 18, 2014.

Exhibit 8. Records of Michael R. McMartin, M.D., Boise Physical Medicine & Rehabilitation, dated April 7, 2014, through September 10, 2015.

Exhibit 9. Reports of Jason D. Gage, Ph.D., dated September 29, 2014, through May 28, 2015.

Exhibit 10. Ryan Huber, O.D., dated October 24, 2014.

Defendants' Exhibits - Non-medical records:

Exhibit 11. Claimant's personnel records from Defendant Employer.

Exhibit 12. First Report of Injury or Illness.

Exhibit 13. August 26, 2014, correspondence to Claimant regarding TTD benefits.

Exhibit 14. October 30, 2014, earnings letter from Zing, Inc.

Exhibit 15. Admission Agreement – Idaho for Ashley Manor, LLC executed by Defendant Surety on April 18, 2014,

Exhibit 16. Claimant's counsel's letter dated September 17, 2014, requesting that Claimant be allowed to move from Ashley Manor to Isabel Hernandez's group home.

Exhibit 17. Idaho Department of Health & Welfare Admission Policy and Agreement executed by Isabel Hernandez on 9/15/14 and her Certified Family Home certificate.

Exhibit 18. August 21, 2015, correspondence from Idaho State Insurance Fund to Claimant's counsel advising of total and permanent disability status.

Exhibit 19. August 27, 2015, correspondence from Idaho State Insurance Fund to Claimant's counsel advising of the correct monthly benefit amount,

Exhibit 20. Paid Cost Summary dated March 17, 2016.

Exhibit 21. Correspondence:

- October 27, 2014: from Michaelina Murphy to State Insurance Fund;
- October 30, 2014: from James Ford to Michaelina Murphy;
- November 25, 2014: from James Ford to Michaelina Murphy;

Exhibit 22. Claimant's Answers to Second Set of Interrogatories, dated December 23, 2015.

6. Appellants request the following documents to be included in the Industrial Commission's record in addition to those automatically included under Rule 28, I.A.R.
 - a. Claimant's Opening Brief filed June 2, 2016.
 - b. Defendants' Post Hearing Brief filed June 23, 2016.
 - c. Claimant's Reply Brief filed July 7, 2016.

d. Findings of Fact, Conclusions of Law, and Recommendation dated August 10, 2016.

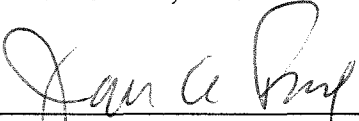
7. I certify:

- a. That a copy of this notice of appeal has been served on the Industrial Commission.
- b. (1) That the Industrial Commission has been paid the estimated fee for preparation of the transcript.
- c. (1) That the estimated fee for preparation of the agency's record has been paid.
- d. (1) That the appellant filing fee has been paid.
- e. That service has been made upon all parties required to be served pursuant to Rule 20, Idaho Appellate Rules.

DATED this 6 day of October, 2016.

ELAM & BURKE, P.A.

By: _____

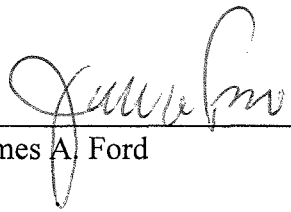

James A. Ford, Of the firm
Attorneys for Defendants/Appellants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6 day of October, 2016, I caused a true and correct copy to be served as follows:

Richard S. Owen
David M. Farney
206 Twelfth Avenue Road
PO Box 278
Nampa, Idaho 83653

- U.S. Mail
- Hand Delivery
- Federal Express
- Via Facsimile



James A. Ford

4831-6597-3817, v. 1

BEFORE THE SUPREME COURT OF THE STATE OF IDAHO

JOSUE BARRIOS,

Claimant/Respondent,

v.

ZING LLC, Employer, IDAHO STATE
INSURANCE FUND, Surety,

Defendants/Appellants.

SUPREME COURT NO. 44554

CERTIFICATE OF APPEAL

2016 OCT 12 AM 9:35
IDAHO SUPREME COURT
COURT CLERK'S OFFICE

Appeal From: Industrial Commission,
R.D. Maynard, Chairman presiding

Case Number: IC 2014-002296

Order Appealed from: Findings of Fact, Conclusions of Law, and Order,
filed August 30, 2016.

Attorney for Appellant: James A. Ford
PO Box 1539
Boise, ID 83701

Attorney for Respondents: Richard S. Owen
PO Box 278
Nampa ID 83653

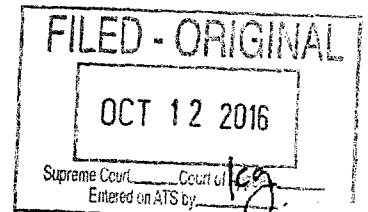
Appealed By: Defendants/Appellants
Zing, LLC & Idaho State Insurance Fund

Appealed Against: Claimant/Respondent
Josue Barrios

Notice of Appeal Filed: October 6, 2016

Appellate Fee Paid: \$94.00 to Supreme Court and
\$100.00 to Industrial Commission
Checks were received.

CERTIFICATE OF APPEAL – (JOSUE BARRIOS) - 1



Name of Reporter:

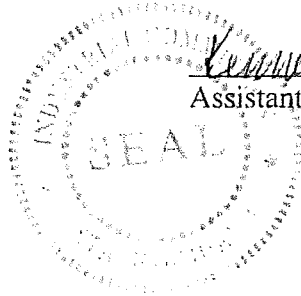
M. Dean Willis

Transcript Requested:

Standard transcript has been requested. Transcript has been prepared and filed with the Commission.

Dated:

October 7, 2016



Kevin Andrews
Assistant Commission Secretary

CERTIFICATION OF APPEAL

I, Kenna Andrus, the undersigned Assistant Commission Secretary of the Industrial Commission of the State of Idaho, hereby CERTIFY that the foregoing are true and correct photocopies of the Notice of Appeal; Findings of Fact, Conclusions of Law, and Order, and the whole thereof, in IC case number 2014-002296 for Josue Barrios v. Zing LLC & Idaho State Insurance Fund.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 7th day of October, 2016.

 *Kenna Andrus*
Assistant Commission Secretary

CERTIFICATION OF RECORD

I, Kenna Andrus, the undersigned Assistant Commission Secretary of the Industrial Commission, do hereby certify that the foregoing record contains true and correct copies of all pleadings, documents, and papers designated to be included in the Agency's Record Supreme Court No. 44554 on appeal by Rule 28(b)(3) of the Idaho Appellate Rules and by the Notice of Appeal, pursuant to the provisions of Rule 28(b).

I further certify that all exhibits offered or admitted in this proceeding, if any, are correctly listed in the List of Exhibits. Said exhibits will be lodged with the Supreme Court upon settlement of the Reporter's Transcript and Agency's Record herein.

DATED this 8th day of November, 2016.



Kenna Andrus
Assistant Commission Secretary

BEFORE THE SUPREME COURT OF THE STATE OF IDAHO

JOSUE BARRIOS,

Claimant/Respondent,

v.

ZING LLC, Employer, IDAHO STATE
INSURANCE FUND Surety,

Defendants/Appellants.

SUPREME COURT NO. 44554

NOTICE OF COMPLETION

TO: STEPHEN W. KENYON, Clerk of the Courts;
James A. Ford for the Appellants; and
Richard S. Owen for the Respondent.

YOU ARE HEREBY NOTIFIED that the Clerk's Record was completed on this date and, pursuant to Rule 24(a) and Rule 27(a), Idaho Appellate Rules, copies of the same have been served by regular U.S. mail upon each of the following:

Attorney for Defendants/Appellants:

JAMES A FORD
PO BOX 1539
BOISE ID 83701

Attorney for Claimant/Respondent:

RICHARD S OWEN
PO BOX 278
NAMPA ID 83653

YOU ARE FURTHER NOTIFIED that pursuant to Rule 29(a), Idaho Appellate Rules, all parties have twenty-eight days from the date of this Notice in which to file objections to the Clerk's Record or Reporter's Transcript, including requests for corrections, additions or deletions.

NOTICE OF COMPLETION (JOSUE BARRIOS - 44554) - 1

In the event no objections to the Clerk's Record or Reporter's Transcript are filed within the twenty-eight day period, the Clerk's Record and Reporter's Transcript shall be deemed settled.

DATED at Boise, Idaho, this 8th day of November, 2016.

Kenna Andrews
Assistant Commission Secretary