IN THE UTAH COURT OF APPEALS

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Jordan Wilkins, Petitioner, v. Labor Commission and Arctic Circle, Respondents.	)	MEMORANDUM DECISION (Not For Official Publication) Case No. 20090890-CA F I L E D (April 15, 2010) 2010 UT App 91

Original Proceeding in this Court

Attorneys: Jordan M. Wilkins, Salt Lake City, Petitioner Pro Se
Jamison D. Ashby, Salt Lake City, for Respondents

Before Judges Davis, McHugh, and Voros.

PER CURIAM:

Jordan Wilkins appeals the Utah Labor Commission Appeals Board's (the Commission) decision affirming the dismissal of his claim for benefits. We affirm.

Wilkins asserts that his settlement agreement (Agreement) with Arctic Circle did not adequately compensate him for his alleged work injuries and that the Agreement did not accurately reflect his intent. Wilkins also questions whether the Commission was the appropriate adjudicative body to review his claim.

Utah Code section 34A-2-801 of the Utah Workers' Compensation Act (the Act) required Wilkins to file his claim with the Labor Commission's Adjudication Division. See Utah Code Ann. § 34A-2-801(1) (2005). Once the administrative law judge's (ALJ) decision was issued, Wilkins was able to request that the Utah Labor Commission review the decision. See id. § 34A-2-801(3). Thus, the Commission was the proper forum to resolve Wilkins's claim.

Utah Code section 34A-2-420 of the Act permits parties to fully settle disputed workers' compensation claims. See id. § 34A-2-420(4). Section 34A-2-420(4) provides that an ALJ shall

review, and may approve, the parties' settlement agreement. See id. This court will reverse an administrative agency's findings of fact "only if the findings are not supported by substantial evidence." Drake v. Industrial Comm'n, 939 P.2d 177, 181 (Utah 1997). We will not disturb the administrative agency's conclusion regarding the application of law to facts unless it "exceeds the bounds of reasonableness and rationality." Nelson v. Department of Employment Sec., 801 P.2d 158, 161 (Utah Ct. App. 1990).

Turning to Wilkins's argument that the Agreement should be set aside, although Wilkins asserts that he did not consent to its terms, the record indicates that Wilkins signed the Agreement and approved of its submission to the ALJ. The Utah Supreme Court has held that one who assents to a writing is presumed to know its contents and cannot escape being bound by its terms merely by claiming that he did not read the agreement. See Semenov v. Hill, 1999 UT 58, ¶ 12, 982 P.2d 578; see also Restatement (Second) of Contracts § 157.

The record contains substantial evidence supporting the Commission's decision that there was no basis to set aside the Agreement. Wilkins conceded that he did not read the Agreement before signing it. Because Wilkins signed the Agreement, he is bound by its terms. See Semenov, 1999 UT 58, ¶ 12. In light of the record, the Commission's decision did not exceed the bounds of reasonableness and rationality.

Accordingly, the Commission's decision is affirmed.

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James Z. Davis,
Presiding Judge

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Carolyn B. McHugh,
Associate Presiding Judge

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J. Frederic Voros Jr., Judge