IN THE SUPREME COURT OF THE STATE OF IDAHO

Docket No. 52986

LEANNE CHEUNG,	)	
	)	
Plaintiff-Appellant,	)	**Boise, September 2026 Term**
	)	
v.	)	**Opinion Filed: November 5, 2026**
	)	
RAYMUNDO G. PENA,	)	**Melanie Gagnepain, Clerk**
	)	
Defendant-Respondent.	)	
	)	

Appeal from the District Court of the Fourth Judicial District of the State of Idaho, Ada County. Cynthia Yee-Wallace, District Judge.

The decision of the district court is affirmed.

Brassey Crawford, PLLC, Boise, for Appellant. Shannon T. Casey argued.

Lerma Grover Law, Meridian, for Respondent. Kenley E. Grover argued.

BRODY, Chief Justice.

This appeal addresses the period within which a judgment creditor must renew an unsatisfied judgment. Leanne Cheung obtained a judgment in 2006 against Raymundo G. Pena, her former attorney who has since been disbarred. That judgment was renewed in 2011 and again in 2016.

When Cheung moved to renew her judgment in 2016, the district court granted the motion but also recognized an error in the judgment amount and entered an amended judgment reflecting the correct amount. Cheung filed a motion to renew the judgment again in 2025, and the district court denied that motion on timeliness grounds. Cheung challenges that decision on appeal.

When Cheung's judgment was issued in 2006, Idaho Code section 10-1111(1) required a judgment creditor to renew a judgment every five years. I.C. § 10-1111(1) (2004). In 2016, the Idaho Legislature changed the renewal period to ten years, but the enacting clause of that amendment expressly provided that the ten-year period applies "only to judgments issued on and after July 1, 2015." Act of Mar. 30, 2016, ch. 269, § 2, 2016 Idaho Sess. Laws 724, 724. This

critical limitation was not codified in the Idaho Code. This case is an important reminder for all practitioners that "the Idaho Code is merely *evidence* of the laws enacted by the legislature as set forth in the session laws." *Peterson v. Peterson*, 156 Idaho 85, 90, 320 P.3d 1244, 1249 (2014) (emphasis added). In other words, "[t]he Idaho Code is not the law." *Id.* The session laws are the law.

Today, we hold that the 2016 amendment unambiguously applies section 10-1111(1)'s ten-year renewal period exclusively to judgments finally concluding a controversy "on or after July 1, 2015." Act of Mar. 30, 2016, ch. 269, § 2, 2016 Idaho Sess. Laws 724, 724. Cheung's judgment was subject to the five-year renewal period because it was issued prior to July 1, 2015, and its subsequent renewal and amendment after that date do not permit her to avail herself of the more generous renewal period. Neither the renewal nor amendment of the judgment finally concluded her litigation with Pena. Accordingly, we affirm the district court's denial of Cheung's motion to renew the judgment.

I. FACTUAL AND PROCEDURAL BACKGROUND

Leanne Cheung was seriously injured in an automobile collision that occurred while she was driving between work sites. *Cheung v. Pena*, 143 Idaho 30, 32, 137 P.3d 417, 419 (2006). She hired attorney Raymundo G. Pena to pursue a worker's compensation claim on her behalf. *Id.* Pena also negotiated a settlement agreement with the auto insurer for the other driver and secured medical payment coverage for Cheung through her parents' auto insurance policy. *Id.* After settling all the claims and negotiating reductions in medical bill reimbursements, Pena retained $166,734.23 as a contingency fee for his services, about 58.8% of Cheung's total recovery. *Id.* at 33, 137 P.3d at 420.

Cheung sought relief before the Idaho Industrial Commission. *Id.* She alleged that Pena had not disbursed any of the funds he had recovered on her behalf. *Id.* The Commission concluded that Pena had failed to provide Cheung with the attorney fee disclosure statement required under its rules. *Id.* Accordingly, the Commission ordered Pena to forfeit the $166,734.23 he had retained as a fee. *Id.* Pena appealed the Commission's decision, and this Court affirmed in part and reversed in part. *See id.* at 33, 35–36, 137 P.3d at 420, 422–23. We held that the Commission lacked jurisdiction to order the forfeiture of fees unrelated to Cheung's worker's compensation claim. *Id.* at 36, 137 P.3d at 423. Thus, we ordered Pena to remit to Cheung the revised amount of $155,641.26, reducing her award by about $11,000 to account for fees unrelated to his

representation before the Commission, and awarded her costs on appeal as the prevailing party. *See id.*

Later, in August 2006, the Ada County district court entered judgment against Pena in the amount of $166,896.23. *See* I.C. § 72-735 (providing for the enforcement of an award made by the Industrial Commission by the entry of judgment in district court). In 2011, Cheung moved to renew the judgment, and the district court granted her motion. She once again successfully moved to renew the judgment five years later, in 2016. At the time of the second renewal in 2016, the district court observed that the judgment erroneously reflected an award of $166,896.23, but that the correct amount of the award, in accordance with the remittitur and decision issued by this Court, was $155,803.26. On its own initiative, the district court issued an amended judgment correcting the award pursuant to Rule 60(a) of the Idaho Rules of Civil Procedure.

In early 2025, Cheung sought to renew the judgment for a third time. Pena objected. He argued that the judgment expired in December 2021 "and that the lien created by the original judgment is now null and void and of no legal consequence." The district court agreed with Pena and denied Cheung's motion to renew the judgment. Cheung timely appealed. *See* I.A.R. 14(a).

II. STANDARD OF REVIEW

As a "pure question[] of law," this Court freely reviews a district court's "construction and application of legislative acts." *State, Dep't of Health & Welfare v. Doe (2022-32)*, 171 Idaho 677, 680, 525 P.3d 715, 718 (2023).

III. ANALYSIS

A. The district court correctly concluded that Senate Bill 1362's ten-year renewal period does not govern Cheung's judgment by virtue of its renewal in 2016.

Cheung obtained a judgment against Pena in 2006, which she renewed in 2011 and again in 2016. When she moved to renew the judgment a third time in 2025, about nine years after it had last been renewed, the district court denied Cheung's motion, concluding that the judgment was subject to a five-year renewal period and could no longer be renewed because it had expired in 2021.

The district court began its analysis with a recitation of the relevant legislative action amending Idaho Code section 10-1111. It observed that the current version of the statute provides for a ten-year renewal period, which superseded the prior five-year period as of July 1, 2015, by the terms of the 2016 amendment. Act of Mar. 30, 2016, ch. 269, § 2, 2016 Idaho Sess. Laws 724,

724. The legislature again amended section 10-1111 in 2018. On this occasion, it replaced the term "renewed judgment" with "an order renewing judgment," Act of Mar. 26, 2018, ch. 284, § 1, 2018 Idaho Sess. Laws 672, 672, to make clear "that the entry of an order renewing judgment . . . maintains the original judgment's date and collection priority," Statement of Purpose, S.B. 1225, 64th Leg., 2d Reg. Sess. (Idaho 2018).

From this, the district court first concluded that the ten-year renewal period could not displace the original five-year period governing Cheung's 2006 judgment simply because the judgment was renewed in 2016, even if renewal occurred after the 2016 amendment's July 1, 2015, effective date. It reasoned that the 2016 amendment's effective date applied to the entry of the *original* judgment, not to the entry of an order *renewing* that judgment. Relying on this Court's decision in *Smith v. Smith*, 164 Idaho 46, 423 P.3d 998 (2018), the district court ruled that the judgment here was subject to the prior five-year renewal period in perpetuity, since the date of its initial entry preceded July 1, 2015.

Furthermore, the district court concluded that the amended judgment entered in 2016 was not a "new" judgment governed by the ten-year renewal period applicable to judgments entered on or after July 1, 2015. It reasoned that the 2016 amended judgment merely rectified "clerical mistakes" and that its only aim was "to make the judgment . . . speak the truth" rather than "to make it say something other than what originally was pronounced." In the district court's view, the 2018 amendment to section 10-1111 made "clear that the legislature did not intend for orders renewing judgments to act as new judgments," and the court appeared to assume the same was true of judgments simultaneously renewed and amended. Accordingly, the district court ruled that the judgment expired on December 11, 2021, and denied Cheung's motion to renew.

Cheung finds error in the district court's reasoning. She insists that section 10-1111(1) is ambiguous, without identifying the specific words or clauses that are reasonably susceptible to more than one meaning. Then, instead of grappling with any ambiguity, Cheung leapfrogs to a discussion of legislative history and public policy to support her contention that the 2016 renewal brought her judgment under the 2016 amendment's ten-year renewal period, rather than the five-year period applicable to the original 2006 judgment. Pena disagrees. He relies on a footnote in this Court's opinion in *Smith*, 164 Idaho at 48 n.1, 423 P.3d at 1000 n.1, to support the contention that the "issuance of a renewed judgment does not . . . convert the requirement of renewal every five years to the ten-year renewal period."

Stated differently, Pena argues that the 2016 amendment unambiguously applies its ten-year renewal period exclusively to *original* judgments entered on or after July 1, 2015:

> SECTION 2. An emergency existing therefor, which emergency is hereby declared to exist, this act shall be in full force and effect on and after its passage and approval, and retroactively to July 1, 2015, and shall apply only to judgments *issued* on and after July 1, 2015, by a court of competent jurisdiction.

Act of Mar. 30, 2016, ch. 269, § 2, 2016 Idaho Sess. Laws 724, 724 (emphasis added). At bottom, this case turns on the meaning of "issued," as it is used in the 2016 amendment's enacting clause. Cheung implicitly maintains that, when she renewed her judgment in 2016, it "issued" anew and, therefore, became subject to the ten-year renewal period going forward. Pena, by contrast, asserts that a judgment "issues" only once—the date the original judgment is entered, thereby finally concluding the controversy—and that Cheung's 2016 renewal necessarily did not have this conclusive effect.

Pena advances the more reasonable interpretation, even if it is derived without direct reference to the plain language of the enacting clause. On many occasions, we have explained that the objective of statutory interpretation is to give effect to the "plain, express meaning of the provision in question." *State v. Yager*, 139 Idaho 680, 689, 85 P.3d 656, 665 (2004) (citation omitted). It follows that "[t]he starting point for any statutory interpretation is the literal wording of the statute," from which "the court will give the statute's language its plain, obvious and rational meaning." *Martin v. State Farm Mut. Auto. Ins. Co.*, 138 Idaho 244, 246, 61 P.3d 601, 603 (2002).

When a judgment "issues," it is "put forth officially." *Issue*, *Black's Law Dictionary* (12th ed. 2024); *Issue*, *Webster's Third New International Dictionary* (1967) ("[T]o be or have a consequence or final outcome."). That is to say, the issuance of judgment marks the point at which "the court has finally decided the controversy." Restatement (First) of Judgments § 1 (1942). "Issuance" does not refer to non-concluding acts like "renewal," which merely asks the court to restate its earlier decision in order to facilitate enforcement. Therefore, Cheung's interpretation is unreasonable. The meaning of "issue" cannot be stretched to encompass the renewal of a judgment because the term denotes the act by which the court "puts forth" its final decision, ending the lawsuit, and finally determining the parties' rights. *See Watson v. Watson*, 144 Idaho 214, 217, 159 P.3d 851, 854 (2007). The term "renewal" does not perform that function. Thus, Cheung's reading is inconsistent with the plain meaning of "issued."

We conclude that the 2016 amendment's enacting clause unambiguously refers to original judgments when it speaks of "judgments issued on and after July 1, 2015." In this context, original judgments are those that finally resolved the controversy and were entered on or after that date. The ten-year renewal period does not apply to original judgments entered before July 1, 2015, even if those judgments were renewed after that date.

This reading is supported by our caselaw. While we have never squarely addressed the proper reading of the 2016 amendment's enacting clause, at least two of our cases have done so incidentally. In *Alpha Mortgage Fund II v. Drinkard*, the respondent argued that a judgment entered in 2010 was ineligible for renewal because the appellant-judgment creditor failed to record the judgment. 169 Idaho 446, 169 P.3d 200 (2021). This Court rejected this argument and applied section 10-1111(1)'s plain language with ease:

> Based on the statutory language in effect when this case commenced in 2010, the motion to renew must have been made within five years. The district court entered the Original Judgment on February 23, 2010. The Original Judgment was renewed on February 12, 2015. Alpha's motion to renew was filed on February 10, 2020, less than five years after the 2015 Judgment was last renewed. Consequently, the district court did not err when it granted Alpha's motion to renew the Original Judgment.

Id. at 452–53, 497 P.3d at 206–07. Similarly, in *Smith*, the appellant argued that he was not barred by res judicata from challenging the respondent's renewal of a 1991 judgment. In holding that res judicata did preclude the appellant's challenge to the renewal, this Court explained the effect of the 2016 amendment:

> Idaho Code section 10-1111 was amended in 2016 to extend the renewal of a judgment lien to ten years, as opposed to five years, as was in place at the time the judgments were entered in this case. S.B. 1362, S.L. 2016, ch. 269, § 1. The ten-year renewal time applies only to judgments issued on and after July 1, 2015. *Id.* Thus, the judgments in this case continue to be subject to a five-year renewal period.

164 Idaho at 48 n.1, 423 P.3d at 1000 n.1. To be sure, this Court's observations in both *Alpha Mortgage* and *Smith* regarding the application of section 10-1111(1) after the 2016 amendment were "not necessary to decide the issue[s] presented" and likely amount to dicta. *State v. Garcia*, 170 Idaho 708, 714, 516 P.3d 578, 584 (2022) (citation omitted). Nonetheless, both cases provide persuasive support for the conclusion that the 2016 amendment's ten-year renewal period applies only to original judgments entered on and after July 1, 2015, as Pena contends.

Moreover, even if the enacting clause were ambiguous, Pena's interpretation is supported by the public policy and legislative history underlying Idaho Code section 10-1111. *See Doe I v. Boy Scouts of Am.*, 148 Idaho 427, 430, 224 P.3d 494, 497 (2009). The 2018 amendment replaced section 10-1111(1)'s references to "renewed judgment" with "order renewing judgment." Act of Mar. 26, 2018, ch. 284, § 1, 2018 Idaho Sess. Laws 672, 672. As the Statement of Purpose explains, this amendment aimed to "clarif[y] that the entry of an order renewing judgment which is recorded in the same manner as the original judgment *maintains the original judgment's date* . . . ." Statement of Purpose, S.B. 1225, *supra* (emphasis added). This clarification accords with Idaho's longstanding rule that judgment priority is fixed by the date of recording the original judgment, and that subsequent judgment creditors obtain priority only by recording first. *See Golub v. Kirk-Hughes Dev., LLC*, 158 Idaho 73, 76–77, 343 P.3d 1080, 1083–84 (2015). Thus, the legislature intended that an order renewing judgment would not cause a new judgment to "issue" or create a new priority date but instead continue the original judgment's priority.

In sum, the 2016 amendment unambiguously provides that its ten-year renewal period applies to original judgments—those that finally concluded a lawsuit—entered on or after July 1, 2015. Judgments issued prior to that date will remain subject to Idaho Code section 10-1111(1)'s prior five-year renewal period. That is so even if an original judgment entered prior to July 1, 2015, was subsequently renewed after that date, as was Cheung's judgment. Consequently, we conclude that the district court correctly applied the five-year renewal period to Cheung's 2006 judgment. And it correctly determined that Cheung's judgment expired on December 11, 2021—five years after its most recent renewal on December 12, 2016—rendering it unenforceable.

B. The district court correctly concluded that Senate Bill 1362's ten-year renewal period does not govern Cheung's judgment by virtue of its amendment in 2016 pursuant to Rule 60(a).

In the alternative, Cheung relies on the district court's entry of an amended judgment in 2016 to obtain the more favorable ten-year renewal period provided by Senate Bill 1362. The district court found this argument unavailing as well. It reasoned that the 2016 amended judgment simply ensured that Cheung's judgment reflected the amount indicated in this Court's remittitur following Pena's appeal from the order of the Commission. By the district court's reading, its 2016 amended judgment did not disturb the original judgment's finality or materially alter the rights and obligations of the parties. Thus, in its view, there is no basis to conclude that the amendment to

the judgment effected an "issuance" of the judgment that would render the 2016 legislative amendment's ten-year renewal period applicable.

Cheung views the matter differently. She reasons that the district court's 2016 amended judgment "substantively changed the legal obligations of the parties" by reducing the amount of the judgment by some $11,000. Because the amendment produced this purportedly substantive effect, Cheung contends it constituted "a new judgment within the meaning of Idaho Code [section] 10-1111." And since that new judgment "issued" in 2016—after July 1, 2015—then, in her view, it is governed by the 2016 amendment's ten-year renewal period.

The relevant inquiry here concerns the applicability of Rule 60(a) of the Idaho Rules of Civil Procedure. Rule 60(a) permits a trial court to "correct a clerical mistake or a mistake arising from oversight or omission whenever one is found in a judgment, order, or other part of the record." I.R.C.P. 60(a). We have described clerical errors as those "in which the type of mistake or omission is mechanical in nature, which is apparent in the record and which does not involve a legal decision or judgment by an attorney." *Silsby v. Kepner*, 140 Idaho 410, 411, 95 P.3d 28, 29 (2004) (citation modified) (quoting *Dursteler v. Dursteler*, 112 Idaho 594, 597, 733 P.2d 815, 818 (Ct. App. 1987)). It follows that the trial court may correct these mistakes on its own initiative, as the district court did here. *See* I.R.C.P. 60(a).

By contrast, judicial errors involve "instances where the court changes its mind, either because it made a legal or factual mistake in making its original determination, or because on second thought it has decided to exercise its discretion in a manner different from the way it was exercised in the original determination." *Silsby*, 140 Idaho at 412, 95 P.3d at 30 (emphasis omitted) (quoting *Blanton v. Anzalone*, 813 F.2d 1574, 1577 n.2 (9th Cir. 1987)). Judicial and other errors "of a more substantial nature" are appropriately rectified by a motion brought under either Rule 59(e) or Rule 60(b). *Id.* at 411, 95 P.3d at 29 (quoting *Dursteler*, 112 Idaho at 597, 733 P.2d at 818); *see also Bias v. State*, 159 Idaho 696, 706, 365 P.3d 1050, 1060 (Ct. App. 2015) (explaining the difference between relief under Rule 59(e) and Rule 60(b)). Critically, Rules 59(e) and 60(b) result in the vacatur of the original, erroneous judgment, erasing its conclusive effect on the litigation and determination of the parties' rights and obligations. *See* I.R.C.P. 59(e), 60(b); *Andrus v. Irick*, 87 Idaho 471, 475–77, 394 P.2d 304, 305–07 (1964) (describing the effect of the district court's order granting Rule 60(b) relief on an original judgment).

Here, when the district court entered the original judgment in 2006, it expressly stated that it was acting pursuant to the opinion issued by this Court resolving Pena's appeal. The opinion ordered Pena to pay Cheung $155,641.26, reflecting attorney fees arising exclusively from Pena's representation in the worker's compensation matter. *Cheung v. Pena*, 143 Idaho 30, 36, 137 P.3d 417, 423 (2006). Despite this, the district court's 2006 judgment included approximately $11,000 in fees incurred outside the worker's compensation matter, producing an incorrect judgment amount of $166,896.23. In 2016, the district court corrected this error by entering an amended judgment pursuant to Rule 60(a), revising the amount to conform to the remittitur. The district court's treatment of this as a clerical error was sound. The mistake is straightforward: the court carried the wrong dollar figure from the remittitur into the judgment. That is precisely the kind of mechanical error that Rule 60(a) exists to correct—it reflects no legal judgment or factual determination by the court, only a failure to accurately record what this Court's opinion required. *Cf. Dursteler*, 112 Idaho at 598, 733 P.2d at 819 (affirming district court's entry of amended judgment pursuant to Rule 60(a) to include mandatory post-judgment interest it should have included in original judgment).

We acknowledge Cheung's argument, that the error implicated "the substantive content prescribing the rights and obligations of the parties," is compelling. On its face, the amended judgment reduced Pena's obligation by nearly $11,000. Even so, our caselaw makes clear that correcting clerical errors under Rule 60(a) may involve revisions to the judgment's expression of the parties' rights and obligations without intruding on the territory reserved to Rules 59(e) and 60(b). *See Donaldson v. Henry*, 63 Idaho 467, 476, 121 P.2d 445, 448–49 (1941); *Dursteler*, 112 Idaho at 598, 733 P.2d at 819; *accord, e.g.*, *Baker v. Cts. at Bayshore I Condo. Ass'n, Inc.*, 279 So. 3d 799, 802 (Fla. Dist. Ct. App. 2019) (affirming correction of a foreclosure judgment that incorrectly described the real property and treating the error as a scrivener's error). These cases instruct that a scrivener's error, even when it affects the judgment's statement of the parties' rights and obligations, does not displace the court's actual disposition of the case as set out in this Court's opinion.

In sum, the district court's 2016 amended judgment corrected a clerical error. This Court had expressly held that Pena must forfeit $155,641.26 in fees to Cheung. By entering judgment for $166,896.23 instead, the district court simply failed to record the correct award—a scrivener's error properly rectified under Rule 60(a). Because the error was clerical rather than judicial, it did

not require vacating the original judgment under Rules 59(e) or 60(b). So, the 2016 amended judgment did not disturb the original judgment's finality or its governance over the parties' rights and obligations; it merely restated, accurately this time, what the original judgment should have said. It was therefore not a judgment that independently "finally decided the controversy." Restatement (First) of Judgments § 1 (1942). The 2006 judgment remains the operative one.

This conclusion controls the statutory question. Because the 2016 amendment did not displace the original judgment, the 2006 judgment remains the one "issued" within the meaning of Senate Bill 1362's enacting clause. And since its date of issuance precedes July 1, 2015, Cheung's judgment remains subject to the five-year renewal period in effect at the time of its entry. *See* I.C. § 10-1111(1) (2004). Accordingly, we conclude that Cheung's judgment expired on December 11, 2021, five years after its most recent renewal on December 12, 2016. Cheung's motion to renew the judgment in 2025 was therefore untimely.

IV. CONCLUSION

Based on the foregoing reasoning and authorities, we affirm the district court's decision.

Justices BEVAN, MOELLER, ZAHN, and MEYER CONCUR. This matter was decided prior to the retirement of Justice Bevan, and he participated fully.