SUPREME COURT OF SOUTH DAKOTA

Thurman v. Zandstra Construction

2010 SD 46 (S.D. 2010) · No. No. 25425 · Decided June 16, 2010

SUMMARY

The Supreme Court of South Dakota held that a workers' compensation claim for additional benefits was barred under SDCL 62-7-35.1 because the claimant failed to petition within three years after the employer's last payment of benefits. The employer's later written denial did not revive the already expired claim or trigger a new two-year limitations period under SDCL 62-7-35. The court affirmed the circuit court's grant of summary judgment for the employer and insurer.

CASE DETAILS

COURT	Supreme Court of South Dakota
WRITING FOR THE COURT	Zinter, Justice; Gilbertson, Chief Justice; Konenkamp, Justice; Meierhenry, Justice; Severson, Justice
JURISDICTION	South Dakota
DECIDED	June 16, 2010
DOCKET	No. 25425
DISPOSITION	affirmed
PROCEDURAL POSTURE	Thurman sought additional workers' compensation benefits from the South Dakota Department of Labor. The Department granted summary judgment to the employer and insurer, and the circuit court affirmed. Thurman appealed to the Supreme Court of South Dakota.
STANDARD OF REVIEW	The interpretation and application of the statutes present questions of law reviewed de novo.
PRECEDENTIAL VALUE	Published South Dakota Supreme Court opinion; precedential
PARTIES	Edward D. Thurman v. Zandstra Construction, General Casualty

TOPICS

workers compensation · statutory interpretation · administrative law · judicial review of agency action

PRACTICE AREAS

workers compensation · administrative law · statutory interpretation · employment law

QUESTIONS PRESENTED

1. Whether SDCL 62-7-35 or SDCL 62-7-35.1 governed Thurman's claim for additional workers' compensation benefits.
2. Whether an employer's written denial letter issued after expiration of the three-year limitations period under SDCL 62-7-35.1 can revive the barred claim and trigger a new two-year limitations period under SDCL 62-7-35.

HOLDINGS

1. When an employer sends a denial letter after the three-year limitations period in SDCL 62-7-35.1 has expired, the letter does not start a new two-year limitations period under SDCL 62-7-35. Because Thurman filed more than three years after the employer's last payment of benefits, his claim for additional benefits was barred.

KEY QUOTATIONS

> "*The expiration of the three-year period is dispositive.*" (785 N.W.2d at 271)

> "*We conclude that when an employer sends a denial letter after the three-year period of limitations in SDCL 62-7-35.1 has expired, the letter does not start the running of a new two-year period of limitations under SDCL 62-7-35.*" (785 N.W.2d at 272)

FACTUAL BACKGROUND

Edward D. Thurman suffered a work-related injury on September 24, 1999. The employer and insurer paid permanent partial disability and medical benefits, with the last payment made on June 29, 2004. Thurman requested additional benefits in February 2007, received a denial letter on May 2, 2008, and filed his petition for a hearing on June 20, 2008, more than three years after the last benefits payment.

PROCEDURAL HISTORY

After Thurman's work-related injury, the employer and insurer made their last benefits payment on June 29, 2004. Thurman requested additional medical benefits in February 2007, received a formal denial letter on May 2, 2008, and petitioned the Department for a hearing on June 20, 2008. The Department and circuit court concluded that the claim was barred by SDCL 62-7-35.1, and the Supreme Court affirmed.

DISPOSITION

affirmed

CASES CITED

- Faircloth v. Raven Industries, 2000 SD 158, 620 N.W.2d 198