

FRIDAY, MARCH 28, 2008
10:00 A.M.

NO. 2

#24579

BECKY GRUHLKE,
Plaintiff and Appellant,

vs.

SIOUX EMPIRE FEDERAL CREDIT
UNION, INC., and CU MORTGAGE
DIRECT, LLC.,
Defendants,
and

DAVID BEDNAR, Individually,
Defendant and Appellee.

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(FOR APPELLEES)

The Honorable Bradley G. Zell
Second Judicial Circuit
Lincoln County

(CIV 07-203)

STATEMENT OF THE ISSUES

- I. WHETHER THE CIRCUIT COURT ERRED IN RULING THAT THE TORT OF WRONGFUL INTERFERENCE OF A BUSINESS RELATIONSHIP/CONTRACT DOES NOT EXIST IN SOUTH DAKOTA WHEN AN EMPLOYER TERMINATES AN EMPLOYEE'S CONTRACT FOR REFUSING TO COMPLY WITH FRAUDULENT AND/OR MISLEADING ACTIVITIES IN THE WORKPLACE.**

The Circuit Court held that a claim for wrongful interference of a business relationship/contract cannot be brought against Bednar personally because he is an officer of the company.

Nelson v. WEB Water Development, 507 N.W.2d 691 (S.D. 1993).
Nordling v. Northern States Power Co., 478 N.W.2d 498 (MN. 1991)
Bossuyt v. Osage Farmers Nat. Bank, 360 N.W.2d 769 (IA. 1985)
Hohn v. Spurgeon, 2006 WL 1344103 (D. S.D. 2006)

- II. WHETHER THE CIRCUIT COURT APPLIED THE PROPER STANDARD OF REVIEW FOR MOTION TO DISMISS UNDER SDCL § 15-6-12(b)(5)**

The Circuit Court dismissed the wrongful interference of a business relationship/contract cause of action against Bednar although it expressed doubt about its decision at the hearing.

Elkjer v. City of Rapid City, 2005 SD 45, 695 N.W.2d 235 (S.D. 2005)
Sorensen v. Sommervold, 2005 SD 33, ¶ 4, 694 N.W.2d 266, 268 (S.D. 2005).