

WEDNESDAY, OCTOBER 6, 2010  
9:00 A.M.

NO. 1

#25605

MICHELE G. STUCKEY,  
Appellee,

vs.

STURGIS PIZZA RANCH and  
NATIONWIDE MUTUAL INSURANCE  
COMPANY,  
Appellants.

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(FOR APPELLANTS)

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(FOR APPELLEE)

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(FOR APPELLEE)

The Honorable Mark Barnett  
Circuit Judge  
Sixth Judicial Circuit

(CIV 09-276)

(20-20-10)

STATEMENT OF ISSUES**I. WHETHER CLAIMANT SHOULD RECEIVE HER FUTURE TOTAL DISABILITY BENEFITS IN A LUMP SUM PURSUANT TO SDCL 62-7-6?**

The Department of Labor ruled that Claimant was not entitled to a lump sum of future benefits and the Circuit Court reversed and found that Claimant was entitled to such a lump sum of benefits.

Steinmetz v. State, DOC Star Academy, 2008 SD 87, 756 NW 2d 392

Enger v. FMC, 2000 SD 48, 609 NW 2d 132

Ft. Pierre Quality Construction, Inc. v. Ackley, 2004 SD 38, 677 NW 2d 593

Wulff v. Swanson, 69 SD 539, 12 NW 2d 553 (SD 1944)

**II. WHETHER CLAIMANT'S ATTORNEY IS ENTITLED TO AN AWARD OF A 30% ATTORNEY FEE PURSUANT TO SDCL 62-7-36?**

The Department of Labor ruled that a partial lump sum award to pay Claimant's attorney's fees based upon thirty percent (30%) of the present value of her future disability benefits was warranted and the Circuit Court affirmed that ruling.

Enger v. FMC, 2000 SD 48, 209 NW 2d 142

Stanton v. Hills Materials Co., 1996 SD 109, 553 NW 2d 793

City of Sioux Falls v. Kelley, 513 NW 2d 97 (SD 1994)

Lagge v. Corsica Coop, 2004 SD 32, 677 NW 2d 569

**II. WHETHER CLAIMANT WAS ENTITLED TO AN AWARD OF A LIFE CARE PLAN FOR FUTURE MEDICAL EXPENSES?**

The Department of Labor ruled that Claimant was entitled to an award of a life care plan and the Circuit Court affirmed that ruling.

Hinman v. Hinman, 443 NW 2d 660 (SD 1989)

Schipke v. Grad, 1997 SD 38, 562 NW 2d 109

Paschal v. Price, d/b/a RAP Financial Services, 670 SE 2d 374 (SC App. 2008)

Donaldson v. Ryder Truck Rental and Leasing, 737 NY Supp. 2d 783 (NY 2001)

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