

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

MARK WILLIAMSON,)
)
 Employee-Below, Appellant,) C.A. No. N25A-07-004 FWW
)
 v.)
)
 DONALD F. DEAVEN, INC. ,)
)
 Employer-Below, Appellee.)

Submitted: April 10, 2026

Decided: June 2, 2026

MEMORANDUM OPINION

On Appeal from the Industrial Accident Board,
AFFIRMED

Gordon L. McLaughlin, Esquire, KOLLIAS LAW, LLC, 3513 Concord Pike, Suite 2000, Wilmington, DE 19803; Attorney for Appellant Mark Williamson.

Nancy Chrissinger Cobb, Esquire, LAW OFFICES OF NANCY CHRISSINGER COBB, 3 Mill Road, Suite 301, Wilmington, DE, 19806, P.O. Box 6835, Scranton, PA, 18505-6835; Attorney for Appellee Donald F. Deaven, Inc.

WHARTON, J.

I. INTRODUCTION

Mark Williamson (“Williamson”) filed a Notice of Appeal on July 10, 2025, appealing the July 13, 2025 decision by the Industrial Accident Board (“IAB”), Pursuant to 19 *Del. C.* § 2301B(a)(4), by agreement, the parties submitted Williamson’s Petition for Compensation Due for decision to a Hearing Officer in lieu of the full Board. The Hearing Officer (“Hearing Officer”) found in favor of the Employer-Below, Donald F. Deaven, Inc. (“Deaven”). She found that the petition was time-barred under both the statute of limitations provisions of 19 *Del. C.* § 2361(b) and the doctrines of laches and equitable estoppel. Williamson raises two issues on appeal – whether he received the required notice under 18 *Del. C.* § 3914 required to invoke the statutes of limitations to bar his petition, and whether the petition is barred by the doctrines of laches and equitable estoppel. Upon consideration of the pleadings before the Court and the record below, the Court finds that the Hearing Officer’s determination that the petition is barred by the statute of limitations is supported by substantial evidence and she did not err as a matter of law. For that reason, the Court need not consider whether the equitable defenses of laches and equitable estoppel are available to Deaven. Accordingly, the Hearing Officer’s decision is **AFFIRMED**.

II. FACTUAL AND PROCEDURAL CONTEXT

The Hearing Officer’s decision sets out the procedural posture of the case as well as the relevant facts. On May 12, 1995, Williamson suffered a work related injury when he injured his back while employed by Deaven.¹ In 1996, after a hearing, the IAB awarded Williamson additional compensation for temporary total disability benefits from July 1996 to September 1996.² The current petition was filed on November 1, 2021 and seeks payment for medical expenses related to his lower back, including a prospective surgery and a resulting period of total disability.³ Deaven moved to dismiss on statute of limitations grounds as well as the doctrines of laches and equitable estoppel.⁴

In accord with 19 *Del. C.* § 2301B(a)(4) the parties stipulated that the petition could be heard and decided by a Hearing Officer standing in the position of the IAB.⁵ A hearing was held on October 17, 2024.⁶ Complicating matters was the fact that in the intervening period from when the IAB first rendered a decision in 1996, it had archived its file, Deaven had purged its file, and Williamson did not retain any documents.⁷ Prior to rendering her decision, the Hearing Officer was able to recover

¹ Decision on Petition to determine Compensation Due (“Decision”), at 2 (June 12, 2025).

² *Id.*

³ *Id.*

⁴ *Id.*

⁵ *Id.*

⁶ *Id.* at 3.

⁷ *Id.*

14 documents from the archived file.⁸ In order to give the parties a fair opportunity to comment on the newly discovered documents, the Hearing Officer held a second hearing on June 3, 2025.

Williamson, who was 64 years old at the time of the hearing, testified that he was injured on May 12, 1995 while employed with Deaven.⁹ He has been employed with Deaven as a certified crane operator, tractor trailer driver, and welder.¹⁰ After the injury, he began treating with Dr. Arnold Glassman for his constant low back pain and flareups.¹¹ Dr. Glassman has been overseeing his treatment since that time.¹² Dr. Glassman placed Williamson on total disability as of March 15, 2021 because he could barely walk and his legs were giving out.¹³ Ultimately, Dr. Glassman referred him to a spine surgeon who recommended a two-level fusion.¹⁴ Williamson wants to have the surgery to get his life back and return to work with Deaven.¹⁵

Williamson testified that he received checks for his temporary total disability benefits from July 1996 to September 1996 and for sustaining a permanent

⁸ *Id.*

⁹ *Id.* at 4.

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

¹³ *Id.* at 5.

¹⁴ *Id.*

¹⁵ *Id.*

impairment to his back in 1997 and 1998.¹⁶ Since 1998, he has been paying his medical bills and he did not send any medical bills to Liberty Mutual.¹⁷ He does not remember receiving any other paperwork from Deaven or Liberty Mutual, Deaven's insurance carrier.¹⁸ He denied receiving any written notice from either concerning the statute of limitations.¹⁹ He did not recall receiving any denial of payment from Liberty Mutual, but based on what Dr. Glassman's receptionist told him, Liberty Mutual had denied payment.²⁰ He denied ever discussing payment of his medical bills with Dr. Glassman, despite a medical note from February 8, 2012 stating that he was to check on his insurance benefits.²¹ Although his current attorney has represented him throughout, Williamson admitted that from 1998 until 2021 he never communicated anything related to the 1995 injury to his attorney, including that he had progressing symptoms, he continued to treat with Dr. Glassman, he was paying his own bills, and he thought Liberty Mutual had denied payment.²²

Dr. Glassman provided comprehensive testimony about Williamson's medical condition and diagnoses over the years he has treated him.²³ He

¹⁶ *Id.* at 6.

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.*

²¹ *Id.* at 6-7.

²² *Id.* at 7.

²³ *Id.* at 7-11.

acknowledged that he did not know: (1) that an issue in this case involved a lapse in submitting his bills to Liberty Mutual; (2) to whom his bills were sent; (3) if his bills were sent to Liberty Mutual; or (4) if Liberty Mutual ever denied payment.²⁴ He is unable to dispute Liberty Mutual's contention that it never received any bills from him between 1998 and 2021.²⁵ It was not until 2013 that his office adopted a new electronic billing system.²⁶

Andrew Bordieri ("Bordieri") testified on behalf of Deaven. He has worked as a Senior Claims Specialist at Liberty Mutual since 2004 and has been handling Liberty Mutual's workers' claims.²⁷ Due to the age of Williamson's claim, his file existed only in paper form and had been purged.²⁸ However, the then-existing computer system documented claim activity such as communications with the injured worker or his attorney and whether bills were received, paid or were pending.²⁹ According to those records, Liberty Mutual made various payments on Williamson's claim in 1997.³⁰

There was an entry showing that in December 1997, Liberty Mutual filed a signed agreement and receipt with the IAB relating to Williamson's receipt of

²⁴ *Id.* at 10.

²⁵ *Id.*

²⁶ *Id.*

²⁷ *Id.* at 14.

²⁸ *Id.*

²⁹ *Id.* at 15.

³⁰ *Id.*

payment from Liberty Mutual for temporary total disability payments and permanent impairment benefits.³¹ Had there been a deficiency in the documents, such as a missing signature, the IAB would have returned them for correction.³² There is no record that the IAB returned the documents, leading Bordieri to conclude Williamson signed the documents.³³ According to Bordieri, any notice of the statute of limitations would have been provided in the documents signed by Williamson.³⁴ As far as payments are concerned, the last payments for medical services Liberty Mutual paid was in 1998.³⁵ The next medical bill it received was in 2022, for which Liberty Mutual denied payment.³⁶ Since then, Liberty Mutual has received multiple medicals bills and denied payment for all of them.³⁷

At the reconvened hearing on June 3rd, Williamson acknowledged his signature on the newly discovered agreements and receipts in the archived IAB file.³⁸ From Bordieri's testimony that Liberty Mutual filed the 1997 agreements with the IAB and that they were never returned by the IAB for correction, and the undisputed fact that Liberty Mutual's Receipt for Compensation Paid contains a

³¹ *Id.*

³² *Id.*

³³ *Id.* at 16.

³⁴ *Id.*

³⁵ *Id.*

³⁶ *Id.*

³⁷ *Id.*

³⁸ *Id.* at 21.

notice of the statute of limitations, the Hearing Officer found Liberty Mutual provided Williamson with the statutorily mandated notice of the statute of limitations.³⁹ The Hearing Officer then concluded that the petition was barred by the statute of limitations and the doctrines of laches and estoppel.⁴⁰

III. THE PARTIES' CONTENTIONS

Williamson's briefs are challenging to parse and contain no direct citations to the record. Nevertheless, Williamson appears to argue that the Hearing Officer erred when she found that there was a factual basis for concluding that he was provided notice of the statute of limitations.⁴¹ He claims he never received any such notice.⁴² He next contends, based on documents not included in the IAB record, but included in the Appendix to his Opening Brief,⁴³ that Deaven paid him directly for medical expenses related to his injury.⁴⁴ According to Williamson, the Hearing Officer's determination that these items were inadmissible was incorrect.⁴⁵ Williamson also disputes the applicability of *Brown v. State*⁴⁶ which addressed the notice requirements for the statute of limitations governing additional compensation claims

³⁹ *Id.*

⁴⁰ *Id.* at 22-26.

⁴¹ Op. Br., at 5-6., D.I. 17.

⁴² *Id.* at 6.

⁴³ *See*, App. to Appellant's Op. Br., at Ex. D.

⁴⁴ Op. Br., at 6-7, D.I. 17.

⁴⁵ *Id.*

⁴⁶ 900 A.2d 628 (Del. 2006).

under the workers' compensation statute. Not only does Williamson find *Brown* distinguishable, but he believes it to be wrongly decided.⁴⁷ Finally, Williamson claims it was legal error for the Hearing Officer to apply the dual doctrines of laches and equitable estoppel because Deaven had not established the requisite elements of those defenses.⁴⁸

In response, Deaven supports the Hearing Officer's decision finding Williamson's petition time-barred. Under *Brown*, whether Williamson received and signed a receipt providing him with notice of the statute of limitations is a question of fact subject to the substantial evidence standard on appellate review.⁴⁹ According to Deaven, after the recovery of the IAB file containing two receipts signed by Williamson, it was clear Williamson received notice of the statute of limitations with legally sufficient language.⁵⁰ As to Williamson's challenge to the Hearing Officer's evidentiary ruling, Deaven argues she did not abuse her discretion in excluding the evidence and, moreover, Williamson had multiple opportunities to revisit that ruling, none of which he pursued.⁵¹ Next, Deaven notes that *Brown* is a Delaware Supreme Court decision upholding the notification language.⁵² Finally, the Hearing Officer's

⁴⁷ Op. Br. at 8-9, D.I. 17.

⁴⁸ *Id.* at 9-11.

⁴⁹ Ans. Br., at 18, D.I. 18.

⁵⁰ *Id.* at 18-19.

⁵¹ *Id.* at 21-23.

⁵² *Id.* at 18.

factual determination that Williamson received notice of the statute of limitations supports the Hearing Office's conclusion that Williamson's claim is barred by laches and equitable estoppel.⁵³

IV. STANDARD OF REVIEW

The Board's decision must be affirmed so long as it is supported by substantial evidence and is free from legal error.⁵⁴ Substantial evidence is that which a reasonable mind might accept as adequate to support a conclusion.⁵⁵ While a preponderance of evidence is not necessary, substantial evidence means "more than a mere scintilla."⁵⁶ Questions of law are reviewed *de novo*,⁵⁷ but because the Court does not weigh evidence, determine questions of credibility, or make its own factual findings,⁵⁸ it must uphold the decision of the Board unless the Court finds that the Board's decision "exceeds the bounds of reason given the circumstances."⁵⁹

⁵³ *Id.* at 24-27.

⁵⁴ *Conagra/Pilgrim's Pride, Inc. v. Green*, 2008 WL 2429113, at *2 (Del. June 17, 2008).

⁵⁵ *Kelley v. Perdue Farms*, 123 A.3d 150, 153 (Del. Super. 2015) (citing *Person-Gaines v. Pepco Holdings, Inc.*, 981 A.2d 1159, 1161 (Del. 2009)).

⁵⁶ *Breeding v. Contractors-One-Inc.*, 549 A.2d 1102, 1104 (Del. 1988).

⁵⁷ *Kelley*, 123 A.3d at 152-53 (citing *Vincent v. E. Shore Markets*, 970 A.2d 160, 163 (Del. 2009)).

⁵⁸ *Bullock v. K-Mart Corp.*, 1995 WL 339025, at *2 (Del. Super. May 5, 1995) (citing *Johnson v. Chrysler Corp.*, 213 A.2d 64, 66-67 (Del. 1965)).

⁵⁹ *Bromwell v. Chrysler LLC*, 2010 WL 4513086, at *3 (Del. Super. Oct. 28, 2010) (quoting *Bolden v. Kraft Foods*, 2005 WL 3526324, at *3 (Del. Dec. 21, 2005)).

V. DISCUSSION

Once a workers' compensation claim has been deemed compensable, the five-year statute of limitations from the last payment is triggered by 19 *Del. C.* 2361(b):

Where payments of compensation have been made in any case under an agreement approved by the Board or by an award of the Board, no statute of limitations shall take effect until the expiration of 5 years from the time of the making of the last payment for which a proper receipt has been filed with the Department.⁶⁰

Insurers are required to provide notice of the statute of limitations pursuant to 18

Del. C. § 3914:

An Insurer shall be required during the pendency of any claim received pursuant to a casualty insurance policy to give prompt and timely written notice to claimant informing claimant of the applicable state statute of limitations regarding action for his or her damages.⁶¹

Whether Williamson received and signed a receipt for his last payment and whether it was filed with the IAB is a question of fact and this Court must affirm the Hearing Officer's factual conclusions if they are based on substantial evidence.⁶² Whether

⁶⁰ 18 *Del. C.* § 2361(b).

⁶¹ 18 *Del. C.* § 3914.

⁶² *Brown v. State*, 900 A.2d at 631-32 (citing *A. Mazzetti & Sons, Inc. v Ruffin*, 437 A 2d 1120 (Del. 1981)).

the notice itself is legally sufficient is a question of law which this Court will review *de novo*.⁶³

A. Williamson Received Notice of the Statute of Limitations.

The Hearing Officer concluded that Williamson received notice of the statute of limitations in 1997. She based that finding on Bordieri’s testimony that Liberty Mutual’s computer system documented that it filed a signed agreement and receipt with the IAB relating to its payment to Williamson for temporary total disability payments and for permanent impairment benefits.⁶⁴ That conclusion was put beyond dispute when, at the June 3rd hearing, Williamson conceded that he signed the 1997 receipts⁶⁵ discovered after the October 2024 hearing.⁶⁶ He also conceded, contrary to his argument on appeal, that *Brown* is controlling.⁶⁷ The legal adequacy of the language of that notice does not appear to be in dispute. In any event, the language of the receipts stating, “The claimant has the right within five years after the date of the last payment to petition the Industrial Accident Board for a review of

⁶³ *Id.* at 632 (citing *Page v Hercules*, 637 A. 2d, 29, 32 (Del. 1994)).

⁶⁴ Decision, at 15.

⁶⁵ *See Id.* at 3.

⁶⁶ Hrg. Tr. (June 3, 2025), at 4:25-5:2 (“[T]here’s no dispute Mr. Williamson signed those documents, I would not contend otherwise.”). Williamson’s admission that he signed the receipt makes his argument that neither he, nor his counsel, received “Mrs. Chapman’s letter” irrelevant. That letter merely confirmed that the statute of limitations had expired. App. to Ans. Br. at 91, D.I. 18.

⁶⁷ *Id.* at 5:2-3 (“I just have to reiterate that I think *Brown v. State* is controlling.”).

compensation or for additional compensation”⁶⁸ suffices under *Brown*.⁶⁹ Thus, the Court concludes that there was substantial evidence to support the Hearing Officer’s determination that Williamson was put on notice of the statute of limitations.

B. The Hearing Officer’s Evidentiary Ruling Was Not an Abuse of Discretion.

At the October 2024 hearing, the Hearing Officer excluded testimony about payments Williamson claimed Deaven had made which would have extended the statute of limitations because he had not produced evidence of those payments to Deaven.⁷⁰ In his Opening Brief, Williamson argues, “The Hearing Officer should have, at the very least, permitted/granted counsel the opportunity to review his previous response to Request for Production rather than excluding them as evidence.”⁷¹ But, Williamson had multiple opportunities to review his response, including during a break the Hearing Officer took before ruling, and to ask the Hearing Officer for relief subsequent to the October hearing. As recited by Deaven in its Answering Brief:

First, counsel never asked for the opportunity to review his production response. In passing, it should be noted that Ms. Pezzner took a break to review the matter and make a phone call and counsel never took the opportunity during that break to peruse his file. (Tr. 16-17)⁷² Thus, any

⁶⁸ App. to Ans. Br., Part - 2, at 114,116, D.I. 18.

⁶⁹ *Brown v. State*, 900 A.2d at 662.

⁷⁰ Decision, at n. 2.

⁷¹ Op. Br., at 6-7, D.I. 17.

⁷² A more complete record of the argument on Deaven’s objection and the Hearing Officer’s ruling is found at Tr. (Oct. 17, 2024), at 14-17.

argument in this regard has been waived. Second, while he now contends that the documentation was produced, counsel made no effort to revisit the ruling after this apparent epiphany. He could have timely moved to reopen the evidence after the October hearing. Bd. R. 21. He had at least 90 days after the October hearing and before the January notice that a file had been found. He did nothing. Similarly, once the Department of Labor file was found on January 21, 2025 and he was given another chance to present evidence, he could have (a) produced a copy of the documents in advance, (b) elicited testimony from Williamson at the June 3 hearing and/or (c) elicited testimony from Donald Deaven regarding the alleged payments. He did nothing. Finally, following the issuance of the decision on July 10, 2025, he could have filed a Motion under Board Rule 21(C) for leave to reopen. He did not. The DACD Petition was filed on April 21, 2021 and withdrawn. However, in connection with that Petition, Williamson never listed a witness from Donald Deaven to testify about these alleged payments. The DACD Petition was refiled on November 1, 2021. Again, Williamson never listed a witness from Donald Deaven to testify about these alleged payments.⁷³

Instead, for the first time on appeal, Williamson includes those documents in the Appendix to his Opening Brief in this Court.⁷⁴

Evidentiary rulings of the Board are reviewed under an abuse of discretion standard. An abuse of discretion occurs only when the decision “exceed[s] the bounds of reason in view of the circumstances, [or] so ignored recognized rules of law or practice so as to produce injustice.”⁷⁵ Williamson failed to offer the Hearing

⁷³ Ans. Br., at 21-23 (footnotes omitted). The reference to pages 16-17 , D.I. 18.

⁷⁴ App. to Op. Br., at Ex. D., D.I. 17.

⁷⁵ *Roos Foods v Guardado*, 152 A. 3d 114 (Del. 2016).

Officer any evidence that the proffered information had been produced to Deaven, either during, or after the October 2024 hearing while the matter was within her jurisdiction. Under those circumstances, this Court cannot say her ruling was in error. On appeal to this Court is neither the time, nor the place for Williamson to proffer evidence in an effort to reargue Deaven's evidentiary objection. The Court concludes the Decision of the Hearing Officer was free from legal error.

C. The Equitable Doctrines of Laches and Equitable Estoppel.

The Court finds that there was substantial evidence to support the Hearing Officer's conclusion that Williamson received notice of the statute of limitations in 1997. The Court also finds that the Hearing Officer did not abuse her discretion in excluding evidence of payment of medical expenses by Deaven. For those reasons, the Court declines to address whether the equitable defenses of laches and equitable estoppel were available to Deaven.

VI. CONCLUSION

For the foregoing reasons, the Board's decision is supported by substantial evidenced and if free of legal error. It is **AFFIRMED**.

IT IS SO ORDERED.

/s/ Ferris W. Wharton
Ferris W. Wharton, Judge