BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

FILED
MAY 11 2018
WORKERS' COMPENSATION

WALTER J. DUNHAM, Claimant, vs. UNITED PARCEL SERVICE, INC. Employer, and LIBERTY INS. CORP., Insurance Carrier, Defendants.	File Nos. 5045229, 5062713 ARBITRATION DECISION Head Note Nos.: 1803, 1804, 1806, 1703

STATEMENT OF THE CASE

Walter Dunham, claimant, filed petitions in arbitration seeking workers' compensation benefits from United Parcel Service (UPS) and its insurer, Liberty Insurance Corporation as a result of an injury he sustained on March 23, 2015 that arose out of and in the course of his employment. This case was heard in Cedar Rapids, Iowa, and fully submitted on October 3, 2017. The evidence in this case consists of the testimony of claimant, claimant's wife Trina Dunham and Eric Griffin. Claimant's Exhibits 1 – 8, Defendants' Exhibits A – F and Joint Exhibits 1 – 10 were admitted into evidence. Both parties submitted briefs.

At the start of the hearing claimant moved to dismiss File No. 5045229, the Review-Reopening petition, as defendants agreed that claimant sustained an injury in File No. 5062713. Defendants had no objection to the dismissal of File No. 5045229.

File No. 5045229, the Review-Reopening petition is dismissed without prejudice.

For File No. 5062713 (date of injury 3/23/2015)

ISSUES

1. Whether the alleged injury is a cause of temporary disability and, if so, the extent;

2. Whether the alleged injury is a cause of permanent disability and, if so;

3. The extent of claimant's disability.

4. Commencement dates for temporary and permanent benefits.

5. Whether defendants are entitled to a credit pursuant to Iowa Code section 85.34(7) against any award of permanent disability made in this case.

6. Assessment of costs.

STIPULATIONS

The parties filed a hearing report at the commencement of the arbitration hearing. On the hearing report, the parties entered into various stipulations. All of those stipulations were accepted and are hereby incorporated into this arbitration decision and no factual or legal issues relative to the parties' stipulations will be raised or discussed in this decision. The parties are now bound by their stipulations.

FINDINGS OF FACT

The deputy workers' compensation commissioner having heard the testimony and considered the evidence in the record finds that:

Walter Dunham, claimant, was 50 years old at the time of the hearing. Claimant graduated from high school. He has no post-high school degrees or education certifications. Claimant did complete one online personal finance class. (Transcript, page 10) Claimant has a commercial driver's license (CDL), which was required for his work at UPS. Claimant was hired to work for UPS, part-time, as an unloader and preloader in 1989. Claimant became a full-time employee of UPS in 1994. (Tr. p. 12) Claimant became a driver for UPS when he went to full-time. As a driver claimant would make numerous stops during the day, 75 to 300, depending on the route, as well as pick up of shipments. (Tr. p. 13) When claimant first started as a driver he did not have a dedicated route; he was a coverage driver. For his last five years he has had his own route at UPS. Claimant drove for UPS for about 22 years. (Ex. F, p. 5)

Claimant was injured while working for UPS in 2010. Claimant and UPS entered into an Agreement for Settlement, which was approved by the commissioner on July 30, 2014. The settlement provided that claimant was awarded 27 percent loss to the body as a whole, resulting in 135 weeks of permanent partial disability benefits. (Ex. B, pp. 1, 2) Claimant, after treatment returned to UPS without any restrictions. (Tr. p. 24)

On March 25, 2015 claimant was making deliveries for UPS. Claimant and a customer were moving an item in his truck weighing over 100 pounds. The item slipped while claimant was carrying it and he felt a strain in his back. (Tr. p. 27) Claimant completed his route for the day. He notified UPS that he did something to his back. (Tr. p. 29) Claimant testified that when he returned to the office he spoke to a supervisor who told him that if the injury was related to his prior injury he should talk to his attorney

about getting treatment. (Tr. p. 30) Claimant did not see a physician for about a month. Claimant was eventually seen by Loren Mouw, M.D. who ordered an MRI. Claimant said the MRI showed a new herniated disk. (Tr. p. 32) Claimant tried epidural injection, which did not help. He had back surgery on July 27, 2015. (Tr. p. 33) Claimant said that the back surgery was helpful; however, he developed right leg sciatic pain that has stayed the same since his surgery. (Tr. P. 34) Claimant said that UPS would not return him to his position of package/route driver until he was released to lift 75 pounds by himself and 150 pounds with another person. (Tr. p. 35) Claimant has not been released to lift that amount of weight. As claimant was unable to return to his regular position he and UPS looked for other work he could do at UPS. Claimant was offered and he accepted a part-time position at UPS of preload Segregated Package Assistant (SPA). (Tr. p. 41) Claimant started working the SPA job in October 2015. (Tr. p. 42) Claimant said the SPA position requires him to stand and scan packages and put labels on them. He works three to four hours a day. (Tr. p 42) Claimant is earning substantially less as a part-time SPA as compared to his route driver position that included significant overtime pay. (Tr. p. 52) Claimant's leg will go to sleep and he has shooting leg pain. (Tr. p. 43) Claimant in his deposition said that due to his back he has some problem in keeping up with this work. (Ex, F, p. 7) Claimant described his current condition,

> A. Current condition of my body is the back and the leg [sic] still an issue for me. I still have the shooting pain in the right leg, numbness, tingling, keeps me up during the night. I couldn't tell you the last time I had a good, solid eight hours straight. It's been quite some time.

(Tr. p. 46) Claimant did not meet with or talk to the vocational counselor hired by defendants. (Tr. p. 52) Claimant and UPS used an accommodation checklist to explore job opportunities with UPS. (Ex. 5, p. 41) The only job identified in the job checklist that claimant would be allowed to perform for UPS at that time was the SPA position. (Ex. 5, p. 30) UPS provided the part-time SPA position to claimant. (Ex. 6, pp. 42, 43) Claimant testified that he believes there are full-time positions at UPS he could perform, but he is not able to bid into those positions due to seniority and contact rules. (Tr. p. 55) Claimant said that if there were a full-time SPA position he would accept such a job. (Ex. F, p. 10)

Trina Dunham, claimant's wife testified. Ms. Dunham said that claimant is very sore after performing his part-time SPA position. She said that she believes claimant's back pain/sciatica is always present (Tr. pp. 67, 68) and that due to the pain claimant's activities are very limited. (Tr. p. 69)

Eric Griffin, Business Manager at the Hiawatha UPS facility testified. Mr. Griffin stated that the SPA is a part-time position due to the work available and was not part-time as any type of accommodation for the claimant. (Tr. p. 73) Mr. Griffin said that most of the positions with UPS require the ability to lift heavy packages. (Tr. p. 75)

Upon cross-examination Mr. Griffin agreed that claimant got the SPA position as an accommodation due to his disability. (Tr. p. 80) Mr. Griffin stated that the accommodation made was that the SPA position was removed from the union bidding process. (Tr. p. 81)

John Kuhnlein, D.O. performed an independent medical examination (IME) of the claimant for his right biceps and low back pain on June 4, 2013. Dr. Kuhnlein wrote, "The prognosis for complete symptom resolution of his back pain appears to be fair. The prognosis for unrestricted return to work with respect to his back appears to be good. The prognosis for return to work with appropriate restrictions appears to be excellent." (JE 1, p. 8) Dr. Kuhnlein provided a 10 percent whole body impairment rating for claimant's injury to the lower spine. (JE 1, p. 9)

On July 29, 2016 Dr. Kuhnlein issued an IME. He noted that it was the third time he had examined claimant. He noted that claimant related that on March 23, 2015 he injured his back while working for UPS. Dr. Kuhnlein noted that Dr. Mouw performed a right L5-S1 osteophytectomy and foraminatomy on July 27, 2015. (JE 1, p. 16) Dr. Kuhnlein's diagnoses were,

1. Recurrent L5-S1 disc herniation and degenerative disc disease of the lumbar spine with July 27, 2015 right L5-S1 osteophytectomy and foraminotomy (Mouw).

2. Chronic back and right leg symptoms more likely than not related to scar tissue as noted on the December 9, 2015 lumbar MRI scan. This is not a true radiculopathy based on the physical examination and the diagnostic studies.

(JE 1, p. 21) Dr. Kuhnlein found that claimant's condition was related to his March 2015 work injury and to a sequela of his 2010 injury. He found claimant to be at maximum medical improvement (MMI) as of March 16, 2016. (JE 1, p. 21) Dr. Kuhnlein provided a 23 percent whole person impairment rating for the claimant and recommended the restrictions that were contained in claimant's functional capacity examination (FCE). (JE 1, p. 22)

On May 19, 2019 Dr. Mouw reviewed an MRI with claimant. The MRI showed a herniated disk at L5-S1 on the right. (JE 3, p. 38) On July 27, 2015 Dr. Mouw performed surgery on claimant's lower back. (JE 3, p. 44) On October 20, 2015 claimant reported improved lower back pain, but paresthesias in the right lower extremity. (JE 3, p. 50)

Claimant had a two-day FCE on March 9 and 10, 2016. The results were deemed valid and showed that claimant could work at the medium physical demand level. (JE. 8, p. 151)

James Milani, D.O. was the authorized treating physician for claimant after his surgery. Dr. Milani found claimant to be at MMI as of February 25, 2016. (JE. 6, p. 133) I find this to be the date of claimant's MMI. Dr. Milani examined claimant on March 16, 2016. His assessment was,

> 1. Chronic low back pain with right sciatica causing decreased physical function.
>
> 2. Unable to fulfill a percent of job requirements per functional capacity evaluation performed March 9, 2016.

(JE 6, p. 137) Dr. Milani recommended restrictions based upon the March 2016 FCE. Dr. Milani wrote,

> 4. Restrictions; restrictions are based off the FCE. Restriction of: Floor to waist lift occasionally no more than 45 pounds, waist to shoulder lift occasionally no more than 35 pounds, overhead lift occasional no more than 25 pounds, carrying occasionally max 45 pounds for a max length of 30 feet. Kneeling only occasionally, not frequently.
>
> 5. Keep on restrictions, to be considered permanent restrictions.

(JE 6, p. 137) Dr. Milani provided a 13 percent whole body rating. (JE 6, p. 140)

On July 23, 2017 Julie Saddler, M.D. recorded that claimant was experiencing continued shocking, stabbing, pins and needles sensation as well as numbness which radiates from his right lower back, right buttock into his right posterior lateral leg to the top of his right foot. Dr. Saddler noted, "Pain interferes with his sleep, work, and physical activity." (JE. 4, p. 82)

Rene' Haigh, MS CRC provided a vocational report dated December 28, 2017. She did not meet with claimant. Ms. Haigh identified a number of potential jobs for claimant in the Cedar Rapids/Iowa City area that meet the FCE restrictions. The positions included security guard, pizza delivery driver, call center and light factory work. (Ex. A, p. 11)

I find based upon his demeanor, eye contact, facial expressions and presentation at the hearing, claimant to be credible. Claimant has a high school degree and has spent the past two decades working as a delivery driver for UPS. I find that he has restrictions as set forth in the March 2016 FCE. Claimant has a 70 percent loss of earning capacity.

Claimant has requested costs for the filing fees in File No. 5045229 Review-Reopening, which I have dismissed, as well as File No. 5062713. The total costs requested are $200.00.

I find that claimant's gross weekly income was $1,332.00 per week, that he was married and entitled to two exemptions, which results in a workers' compensation weekly rate of $820.75.

RATIONALE AND CONCLUSIONS OF LAW

The parties have stipulated that the claimant has a permanent disability. The extent, commencement date and credit the defendants are entitled to are the primary disputes.

Since claimant has an impairment to the body as a whole, an industrial disability has been sustained. Industrial disability was defined in Diederich v. Tri-City R. Co., 219 Iowa 587, 258 N.W. 899 (1935) as follows: "It is therefore plain that the legislature intended the term 'disability' to mean 'industrial disability' or loss of earning capacity and not a mere 'functional disability' to be computed in the terms of percentages of the total physical and mental ability of a normal man."

Functional impairment is an element to be considered in determining industrial disability which is the reduction of earning capacity, but consideration must also be given to the injured employee's age, education, qualifications, experience, motivation, loss of earnings, severity and situs of the injury, work restrictions, inability to engage in employment for which the employee is fitted and the employer's offer of work or failure to so offer. McSpadden v. Big Ben Coal Co., 288 N.W.2d 181 (Iowa 1980); Olson v. Goodyear Service Stores, 255 Iowa 1112, 125 N.W.2d 251 (1963); Barton v. Nevada Poultry Co., 253 Iowa 285, 110 N.W.2d 660 (1961).

Compensation for permanent partial disability shall begin at the termination of the healing period. Compensation shall be paid in relation to 500 weeks as the disability bears to the body as a whole. Section 85.34.

In assessing an unscheduled, whole-body injury case, the claimant's loss of earning capacity is determined as of the time of the hearing based upon industrial disability factors then existing. The commissioner does not determine permanent disability, or industrial disability, based upon anticipated future developments. Kohlhaas v. Hog Slat, Inc., 777 N.W.2d 387, 392 (Iowa 2009).

Claimant's relevant vocational history has been as a delivery route driver for UPS. He has a high school education with no significant additional education. Claimant has had two back surgeries. Claimant is working part-time now and testified that he believes there are types of work he could do for UPS, and if offered a full time position as SPA he would accept. Claimant currently works with pain as a part-time SPA; however, no physician has indicated he cannot work full time.

The claimant has also argued that he is totally disabled.

Total disability does not mean a state of absolute helplessness. Permanent total disability occurs where the injury wholly disables the employee from performing work that the employee's experience, training, education, intelligence, and physical capacities would otherwise permit the employee to perform. See McSpadden v. Big Ben Coal Co., 288 N.W.2d 181 (Iowa 1980); Diederich v. Tri-City R. Co., 219 Iowa 587, 258 N.W. 899 (1935).

A finding that claimant could perform some work despite claimant's physical and educational limitations does not foreclose a finding of permanent total disability, however. See Chamberlin v. Ralston Purina, File No. 661698 (App. October 1987); Eastman v. Westway Trading Corp., II Iowa Industrial Commissioner Report 134 (App. May 1982).

It is highly relevant that claimant is no longer capable of employment with the defendant-employer. The refusal of an employer to return claimant to work in any capacity is, by itself, significant evidence of a lack of employability. Pierson v. O'Bryan Brothers, File No. 9512062 (App. January 20, 1995). Meeks v. Firestone Tire & Rubber Co., File No. 876894, (App. January 22, 1993); see also Larson's Workers' Compensation Law, Section 84.01[2] (2000); Sunbeam Corp. v. Bates, 271 Ark 609 S.W.2d 102 (1980); Army & Air Force Exchange Service v. Neuman, 278 F. Supp 865 (W.D. La 1967); Leonardo v. Uncas Mfg. Co., 77 R.I. 245, 75 A.2d 188 (1950). An employer knows the demands that are placed on its workforce. Its determination that the worker is too disabled for it to employ is entitled to considerable weight. If the employer in whose employ the disability occurred is unwilling to accommodate the disability, there is no reason to expect some other employer to have more incentive to do so. O'Bryan Brothers, File No. 9512062 (App. January 20, 1995). UPS has only been able to provide part-time employment to the claimant.

I do not find that claimant is permanently and totally disabled. Claimant testified that he believes there are types of jobs at UPS he could do, if open to him, and that given the opportunity to have a full-time SPA position he believes he could perform that work. Claimant is working part-time in considerable pain, and it is clear that he is very motivated to work. Given this evidence and the vocational report claimant has not proven that at this time he is permanently and totally disabled.

The vocational report indicated the potential of a number of jobs for claimant. Realistically, he would start new employment close to an entry level salary or hourly wage. The positions identified would pay substantially less in pay and benefits than UPS. His loss of access to earning capacity is significant. Claimant is quite motivated to work and wants to continue working for UPS so that he receives full retirement benefits. Claimant's age is not a positive factor in acquiring new skills that would allow him to regain his earning capacity. Claimant works in pain and is very limited in activities outside of work. He has had two back surgeries. Considering all of the factors for industrial disability I find that clamant has a 70 percent industrial disability.

The next issue to determine is the amount of the award to claimant under Iowa Code section 85.34(7).

Claimant argues that the most the credit should be is 10 percent, as that was all that Dr. Kuhnlein assigned in his IME, which was attached to the agreement for settlement. Defendants argue that the 27 percent settlement should be the basis for the credit.

Iowa Code section 85.34(7) provides:
7. Successive disabilities.

a. An employer is fully liable for compensating all of an employee's disability that arises out of and in the course of the employee's employment with the employer. An employer is not liable for compensating an employee's preexisting disability that arose out of and in the course of employment with a different employer or from causes unrelated to employment.

b. (1) If an injured employee has a preexisting disability that was caused by a prior injury arising out of and in the course of employment with the same employer, and the preexisting disability was compensable under the same paragraph of subsection 2 as the employee's present injury, the employer is liable for the combined disability that is caused by the injuries, measured in relation to the employee's condition immediately prior to the first injury. In this instance, the employer's liability for the combined disability shall be considered to be already partially satisfied to the extent of the percentage of disability for which the employee was previously compensated by the employer.

(2) If, however, an employer is liable to an employee for a combined disability that is payable under subsection 2, paragraph "*u*", and the employee has a preexisting disability that causes the employee's earnings to be less at the time of the present injury than if the prior injury had not occurred, the employer's liability for the combined disability shall be considered to be already partially satisfied to the extent of the percentage of disability for which the employee was previously compensated by the employer minus the percentage that the employee's earnings are less at the time of the present injury than if the prior injury had not occurred.

In Warren Props. v. Stewart, 864 N.W.2d 307, (Iowa 2015) the court set forth the formula to use in calculating the compensable change in earning capacity due to a successive injury. While the Warren case concerned concurrent employment, it is applicable in this case, as claimant's earning capacity has not been reevaluated in the competitive labor market. The Warren court held in footnote number 6:

> The application of the compensation formula for unscheduled injuries in cases of successive permanent partial disabilities arising from different

> employers with no market reevaluation or other change in earning capacity following the first disability can be illustrated with the following example by using percentages consistent with evidence of functional impairments and loss of earning capacity common to workers' compensation hearings. A worker injures his back on the job and suffers a ten percent permanent impairment of his body as a whole and a forty percent loss of earning capacity. Compensation is paid under section 85.34(2)(u) for 200 weeks. The reduction in earning capacity caused by the disability was forty percent, and the earning capacity possessed when the injury occurred was 100%. Forty percent of 500 weeks equals 200 weeks. Two years later, while working for a different employer and—as in this case—without any labor market reevaluation in earning capacity, the same worker is again injured on the job. As a result of the new injury, the worker now has a thirteen percent permanent impairment to the body as a whole and a fifty percent loss of earning capacity.
>
> Compensation is paid under section 85.34(2)(u) "during the number of weeks in relation to five hundred weeks as the reduction in the employee's earning capacity caused by the disability bears in relation to the earning capacity that the employee possessed when the injury occurred." Iowa Code § 85.34(2)(u). We have recognized the phrase "in relation to" to require a division computation between the compared numbers in other contexts. See In re Marriage of Benson, 545 N.W.2d 252, 255 (Iowa 1996) (calculating divorcing spouse's share of pension benefits). In a mathematical formulation, the reduction in earning capacity divided by earning capacity possessed is equal to the number of weeks compensated divided by 500 weeks. Applying this formula to our hypothetical scenario, the reduction in earning capacity caused by the successive injury was ten percent (fifty percent minus forty percent) and the earning capacity possessed when the injury occurred was sixty percent (100% minus forty percent). To determine the compensable change in earning capacity, we divide the reduction in earning capacity, ten percent, by the earning capacity possessed when the successive injury occurred, sixty percent. In this example, that calculation equals 16.67%, and 16.67% of 500 weeks equals 83.3 weeks.

Warren Props. v. Stewart, 864 N.W.2d 307,319 (Footnote 6)

I find the agreement for settlement in this case was for a 27 percent impairment to the whole body. While part of the 27 percent award was for a right arm injury the agreement for settlement was for a whole body injury and was not based upon two separate injuries. Claimant's request that the credit be limited to 10 percent rather than the 27 percent is not supported by the statute or case law. Claimant's loss of earning capacity was 27 percent for his first injury and will be used in calculating benefits under Iowa Code section 85.34(7).

In applying this Warren formula to this case I find that claimant is entitled to 295 weeks of permanent partial disability benefits.

Claimant's reduction in earning capacity due to the successive injury was 43 percent (70% - 27%= 43%). I divided the reduction of earning capacity, 43%, by the earning capacity at the time of the successive injury, 73% [(100% - 27% = 73 %) (43 ÷ 73 = 0.589%) (59% x 500 = 295)].

Defendants are also requesting an additional credit for the 155.64 of weeks previously paid. Defendants claim 66.64 weeks of PPD paid in the 2015 claim plus 89 weeks for the 2010 claim.

Defendants are not entitled to an additional credit for the 2010 payments, as that is considered in the Warren formula. The above formula already considers the benefits paid for the 2010 injury. Defendants argue for a double reduction of claimant's benefits. Neither double recoveries nor double reductions for successive permanent partial disabilities are permitted. Defendants are not entitled to an additional reduction of 89 weeks. This would be a double reduction.

I found above that February 25, 2016 was the date of MMI. Dr. Kuhnlein recommended that the date be March 16, 2016 because Dr. Milani reviewed the FCE and assigned a rating. (JE p. 21) The assignment of a rating and review of the FCE are not determinate of the date claimant was at MMI. Dr. Milani's determination as to the claimant plateaued for medical treatment as of February 25, 2016. Permanent partial benefits shall commence on February 25, 2016.

Claimant agreed that he had been paid 65 weeks for the 2015 claim. The dispute as to how much credit should be given depends on the commencement date of permanent partial benefits. (Tr. pp. 5, 6) Additional Iowa Code section 85.34(5) is applicable. Defendants paid 65 weeks of benefits at $841.50 per week. The parties have stipulated claimant's correct rate was $820.75 for the 2015 injury.

As I have found February 25, 2016 the date of permanent benefits no additional healing period benefits are owed in this claim.

Iowa Code section 85.34(5) provides:

> 5. *Recovery of employee overpayment.* If an employee is paid any weekly benefits in excess of that required by this chapter and chapters 85A, 85B, and 86, the excess paid by the employer shall be credited against the liability of the employer for any future weekly benefits due pursuant to subsection 2, for a subsequent injury to the same employee. An overpayment can be established only when the overpayment is recognized in a settlement agreement approved under section 86.13, pursuant to final agency action in a contested case which was commenced within three years from the date that weekly benefits were

> last paid for the claim for which the benefits were overpaid, or pursuant to final agency action in a contested case for a prior injury to the same employee. The credit shall remain available for eight years after the date the overpayment was established. If an overpayment is established pursuant to this subsection, the employee and employer may enter into a written settlement agreement providing for the repayment by the employee of the overpayment. The agreement is subject to the approval of the workers' compensation commissioner. The employer shall not take any adverse action against the employee for failing to agree to such a written settlement agreement.

The defendants overpaid each week $20.27 for 65 weeks. The total overpayment is $1,348.75 ($841.50 - $820.75 = $20.75 x 65 = $1,348.75). Defendants are awarded a credit against any future benefits claimant may have against UPS for a new injury in the amount of $1,348.75.

Defendants are entitled to a credit of 65 weeks of permanent partial disability at the rate of $820.75. With this credit the total number of weeks that defendants shall pay claimant is 230 weeks of permanent partial benefits.

Claimant has requested costs for the filing fee in both files. Using my discretion under 876 IAC 4.33 I award $200.00 in filing fees. Claimant filed and kept both files active until the day of the hearing. The claimant dismissed the claim only after defendants agreed to a new injury date for claimant. This occurred right before the hearing.

ORDER

Defendants shall pay claimant two hundred thirty (230) weeks of permanent partial disability benefits commencing February 25, 2016 at the weekly rate of eight hundred twenty and 75/100 dollars ($820.75).

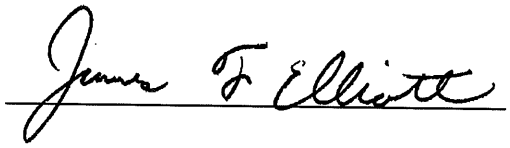
Defendants shall have a credit to apply against any future work injury of one thousand three hundred forty-eight and 75/100 dollars ($1,348.75).

Defendants shall pay claimant costs in the amount of two hundred dollars ($200.00).

Defendants shall pay accrued weekly benefits in a lump sum together with interest at the rate of ten (10) percent for all weekly benefits payable and not paid when due which accrued before July 1, 2017, and all interest on past due weekly compensation benefits accruing on or after July 1, 2017, shall be payable at an annual rate equal to the one-year treasury constant maturity published by the federal reserve in the most recent H15 report settled as of the date of injury, plus two (2) percent. See Gamble v. AG Leader Technology File No. 5054686 (App. Apr. 24, 2018).

Defendants shall file subsequent reports of injury (SROI) as required by this agency pursuant to rules 876 IAC 3.1(2) and 876 IAC 11.7.

Signed and filed this 11th day of May, 2018.



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Right to Appeal: This decision shall become final unless you or another interested party appeals within 20 days from the date above, pursuant to rule 876 4.27 (17A, 86) of the Iowa Administrative Code. The notice of appeal must be in writing and received by the commissioner's office within 20 days from the date of the decision. The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday. The notice of appeal must be filed at the following address: Workers' Compensation Commissioner, Iowa Division of Workers' Compensation, 1000 E. Grand Avenue, Des Moines, Iowa 50319-0209.