BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

AMY CHRISTENSEN, Claimant, vs. K & B INVESTMENTS d/b/a SUBWAY, Employer, and FOREMOST INSURANCE COMPANY, Insurance Carrier, Defendants.	File No. 5059873 A P P E A L D E C I S I O N Head Notes: 1402.30; 1402.40; 1802; 1803; 2501, 2701, 2907; 4000.2

Defendants K & B Investments d/b/a Subway, employer, and its insurer, Foremost Insurance Company, appeal from an arbitration decision filed on February 7, 2019. Claimant Amy Christensen cross-appeals. The case was heard on October 8, 2018, and it was considered fully submitted in front of the deputy workers' compensation commissioner on November 16, 2018.

In the arbitration decision, the deputy commissioner found claimant carried her burden of proof to establish she sustained an injury to her right shoulder on July 14, 2016, that arose out of and in the course of claimant's employment with defendant-employer. The deputy commissioner found claimant is entitled to receive temporary disability benefits from July 15, 2016, through July 17, 2016, from July 22, 2016, through July 27, 2016, and from August 21, 2016, through November 8, 2017. The deputy commissioner found claimant carried her burden of proof to establish she sustained permanent disability of her right shoulder. The deputy commissioner found claimant sustained five percent industrial disability as a result of the work injury, which entitles claimant to receive 25 weeks of permanent partial disability (PPD) benefits at the weekly rate of $197.92, commencing on July 18, 2016. The deputy commissioner found claimant carried her burden of proof to establish she is entitled to payment by defendants of requested past medical expenses. The deputy commissioner found claimant failed to prove she is entitled to receive reimbursement from defendants for her independent medical examination (IME) under Iowa Code section 85.39. Lastly, the deputy commissioner awarded penalty benefits totaling $5,000.00.

On appeal, defendants assert the deputy commissioner erred in finding claimant proved she sustained a work-related injury on July 14, 2016. Defendants assert the deputy commissioner erred in finding claimant to be a credible witness. Defendants

assert the deputy commissioner erred in finding defendants liable for healing period benefits and PPD benefits. Defendants assert the deputy commissioner erred in finding claimant is entitled to payment by defendants for the past requested medical expenses. Defendants assert the deputy commissioner erred in finding claimant is entitled to receive penalty benefits. Lastly, defendants assert the deputy commissioner erred in denying defendants' post-hearing request for leave to submit additional evidence into the record.

On cross-appeal, claimant asserts the deputy commissioner erred in awarding five percent industrial disability. Claimant asserts the award for industrial disability should be increased substantially.

Those portions of the proposed agency decision pertaining to issues not raised on appeal are adopted as a part of this appeal decision.

I performed a de novo review of the evidentiary record and the detailed arguments of the parties. Pursuant to Iowa Code sections 17A.15 and 86.24, those portions of the proposed arbitration decision filed on February 7, 2019, relating to issues properly raised on intra-agency appeal are affirmed in part and reversed in part.

I affirm the deputy commissioner's finding that claimant carried her burden of proof to establish she sustained a work-related right shoulder injury. I affirm the deputy commissioner's finding that claimant is entitled to receive healing period benefits from July 15, 2016, through July 17, 2016, and from July 22, 2016, through July 27, 2016. I affirm the deputy commissioner's finding that claimant is entitled to payment and/or reimbursement by defendants for the past requested medical expenses. I affirm the deputy commissioner's finding that claimant sustained five percent industrial disability as a result of the work injury. I affirm the deputy commissioner's ruling denying defendants' motion for leave to present additional evidence. Lastly, I affirm the deputy commissioner's award of penalty benefits; however, I modify the amount of that award.

Some of the findings by the deputy commissioner in the arbitration decision were based on the deputy commissioner's findings regarding claimant's credibility. The deputy commissioner found claimant to be credible. While I performed a de novo review, I give considerable deference to findings of fact that are impacted by the credibility findings, expressly or impliedly made, by the deputy commissioner who presided at the arbitration hearing. I find the deputy commissioner correctly assessed claimant's credibility in this matter. I find nothing in the record in this matter which would cause me to reverse the deputy commissioner's findings regarding claimant's credibility.

I provide the following additional analysis with respect to defendants' assertion the deputy commissioner erred in finding claimant carried her burden of proof to establish she sustained a work-related right shoulder injury on July 14, 2016:

As part of their assertion, defendants contend the deputy commissioner erred in disregarding the security camera footage contained in Exhibit G. In this respect, defendants argue that by waiving foundation for Ex. G, claimant waived her right to argue that the video is not what defendants purport it to be, i.e. security camera footage

taken on the date claimant alleges she was injured while working at Subway. Such an argument is logically flawed.

Iowa Rule of Evidence 5.901 sets forth a general rule that where authentication or identification is a condition precedent to admissibility of evidence, the requirement is satisfied by evidence sufficient to support a finding by a reasonable juror that the matter in question is what its proponent claims. Authentication or identification establishes a connection between the exhibit and the subject matter of the litigation. Laying the foundation is a threshold requirement for admissibility, it does not confirm the veracity of the evidence.

A court's initial ruling on authenticity is preliminary. It bears only on admissibility and is not binding as a factual determination. Moreover, a decision that evidence is sufficiently authenticated or identified to be admitted under Rule 5.901(a) does not obviate other objections to the evidence.

Once the proponent has met the initial burden of producing evidence to support a finding about identity or authenticity – or in this case once claimant waives the need to lay foundation – the opponent may offer evidence challenging authentication or identification, and such evidence goes to the weight and credibility of the offered item rather than to its admissibility. See U.S. v. Mendiola, 707 F.3d 735, 740, 90 Fed. R. Evid. Serv. 830 (7th Cir. 2013) When a court has determined that identification of evidence is sufficient, contrary speculation, such as claimant's testimony in this case, affects the weight of the evidence but not its admissibility. State v. Orozco, 290 N.W.2d 6 (Iowa 1980)

It is undisputed that in the days leading up to the evidentiary hearing, claimant's attorney agreed to waive foundation for the security footage that defendants claim was taken at defendant-employer's place of business on July 14, 2016, the date of claimant's work-related injury. Specifically, defendants asked, "... [C]an you please let me know whether you will waive foundation for the security camera footage?" (Ex. A to Affidavit of Stacy Morris) After some discussion, claimant's counsel replied, "I will waive foundation for the video." (Ex. E to Affidavit of Stacy Morris)

I find claimant waived the need for defendants to meet the threshold requirement for the admissibility of Exhibit G. I do not find claimant waived her right to offer evidence challenging the weight and credibility to be afforded to Exhibit G.

The trier of fact is the ultimate arbiter of an item's true authenticity. Only a prima facie showing of genuineness is required for evidence to be admitted. The task of deciding the evidence's true authenticity and probative value is left to the trier of fact, or in this case, the deputy commissioner.

In this case, the deputy commissioner did not find Exhibit G to be a video of the day of Christensen's work injury. Foundation, or an initial finding of authenticity, is a preliminary finding that bears only on admissibility. It is not binding as a factual determination. The deputy commissioner was free to ultimately reject the authenticity of the exhibit. The deputy commissioner articulated several reasons for doing so. I find

her analysis convincing. As such, I affirm the deputy commissioner's findings in this regard.

The next issue to be addressed on appeal is claimant's entitlement to healing period benefits. With the additional analysis set forth below, I respectfully disagree with, and I reverse, the deputy commissioner's decision that claimant is entitled to receive healing period benefits from August 21, 2016, through November 8, 2017.

Iowa Code section 85.33(3) provides in pertinent part:

> If an employee is temporarily, partially disabled and the employer for whom the employee was working at the time of injury offers to the employee suitable work consistent with the employee's disability the employee shall accept the suitable work, and be compensated with temporary partial benefits. If the employee refuses to accept the suitable work with the same employer, the employee shall not be compensated with temporary partial, temporary total, or healing period benefits during the period of the refusal.

Iowa Code section 85.33(3)

The Iowa Supreme Court held there is a two-part test to determine eligibility under section 85.33(3): "(1) whether the employee was offered suitable work, (2) which the employee refused. If so, benefits cannot be awarded, as provided in section 85.33(3)." Schutier v. Algona Manor Care Center, 780 N.W.2d 549, 559 (Iowa 2010). "If the employer fails to offer suitable work, the employee will not be disqualified from receiving benefits regardless of the employee's motive for refusing the unsuitable work." Neal v. Annett Holdings, Inc., 814 N.W.2d 512, 519 (Iowa 2012).

The deputy commissioner found defendant-employer failed to show it offered suitable work to claimant after August 20, 2016. I respectfully disagree.

Following the July 14, 2016, work injury, defendant-employer accommodated claimant's temporary restrictions by assigning her to work in the role of cashier. (Hearing Transcript, p. 61) Defendant-employer asserts they received confirmation from claimant's treating physician that the point-of-sale position fell within claimant's temporary restrictions. (Hr. Tr., p. 149) The medical records in evidence support a finding that claimant's treating physician was aware of claimant's complaints regarding her light-duty work. (See JE3, p. 32) Despite her concerns, the treating physician consistently returned claimant to work with the same restrictions. (See JE3, pp. 31, 33, 34) The same medical records show claimant was improving with physical therapy. (JE3, pp. 32-33) ("She still has pain, but her function is improved greatly. She has worked a little bit, under restrictions, with some difficulty. But she is finding ways to adapt. [...] patient can return to work under the same restrictions.") When claimant relayed that the cashier position was causing her difficulties, defendant-employer offered to let claimant train a new hire. (Hr. Tr., p. 66)

Owner, Roberta "Bobbi" Allebach, testified defendant-employer would have continued to accommodate claimant's restrictions had she not quit. (Hr. Tr., p. 155) Allebach testified defendant-employer goes above and beyond in accommodating restrictions. (Id.). As an example, Allebach highlighted the fact defendant-employer was accommodating claimant's low back pain, prior to the date of injury, by allowing her to leave bags of garbage by the back door for another employee so claimant would not have to lift the garbage bags into the dumpster. (Hr. Tr., p. 160; See Hr. Tr., pp. 39-40)

The evidentiary record is clear defendant-employer offered suitable work to claimant by offering her two positions that fell within her temporary restrictions. But for claimant's termination, it is likely Subway would have continued to accommodate claimant's restrictions with suitable work.

The next issue to be decided on appeal is whether claimant refused the offered suitable work.

An employer's acceptance of an employee's voluntary quit from suitable employment is a rejection of suitable work on that date and any future date. Schutier v. Algona Manor Care Center, 780 N.W.2d 549, 559 (Iowa 2010). However, an injured worker will not be considered to have refused suitable work where the employee was unable to work as a result of a disciplinary action such as a suspension or termination based upon misconduct or a violation of a work rule unless the conduct is "serious and the type of conduct that would cause any employer to terminate any employee" and "have a serious adverse impact on the employer." Reynolds v. Hy-Vee, Inc., File No. 5046203 (App. Oct. 31, 2017). The burden of proof to show a refusal of suitable work is on the employer. Koehler v. American Color Graphics, File No. 1248489, (App. February 25, 2005).

For misconduct to disqualify a person from compensation, the misconduct must be tantamount to refusal to perform the offered work. The misconduct must be serious and the type of conduct that would cause any employer to terminate any employee. The misconduct must have a serious adverse impact on the employer. The misconduct must be more than the type of inconsequential misconduct that employers typically overlook or tolerate. Brodigan v. Nutri-Ject Systems, Inc., File No. 5001106 (App. April 13, 2004); Wortley v. Lowe's Home Centers, Inc., File No. 1298582 (App. December 22, 2006). An employee working with restrictions is not entitled to act with impunity toward the employer and the employer's interests. Nevertheless, not every act of misconduct justifies disqualifying an employee from workers' compensation benefits even though the employer may be justified in taking disciplinary action. Franco v. IBP, Inc., File No. 5004766 (App. February 28, 2005).

The evidentiary record reveals defendant-employer had previously reprimanded claimant a number of times for various issues between April 2016 and the date of injury. (See Ex. C, pp. 30-34) Claimant received a verbal warning on April 11, 2016. (Ex. C, p. 30) The April 11, 2016, verbal warning detailed several recent infractions. (Id.) On April 5, 2016, claimant left a co-worker by themselves after closing without completing her finishing work. (Id.) On April 6, 2016, claimant left almost two hours prior to the end of

her shift. (Id.) On April 8, 2016, claimant left a brand new employee to close with only one other employee. (Id.) Lastly, on April 11, 2016, claimant failed to show up for her scheduled shift and ignored phone calls regarding her failure to show up. (Id.).

Store manager Kayla Sproston had a discussion with claimant regarding the aforementioned infractions. The two discussed leaving early and how important it is that claimant stay for her entire shift. (Id.) The disciplinary record provides claimant had previously been warned about not showing up and not having someone cover her shifts. (Id.) The record also indicates the next infraction would result in a write-up. The report is signed by claimant. However, claimant noted she did not agree with the contents of the report. No further explanation is provided. (Id.)

Apparently, claimant had another incident between April 11, 2016, and April 18, 2016. (See Ex. C, pp. 30-31) According to the Employee Warning form, claimant received a write-up, refused to sign that write-up, and she subsequently took the write-up out of the store and refused to give it back. (Ex. C, p. 31) The form indicates the incident occurred on April 18, 2016. (Id.) It is unclear whether the incident precipitating the write-up occurred on or before April 18, 2016. Claimant asserts she did not refuse to sign the document, she had just forgotten to bring it back into the store and no one had followed up and asked her for it. Claimant apologized and brought the signed document back to defendant-employer on or about May 2, 2016. (Ex. C, p. 31)

On June 20, 2016, claimant left work early, without finishing her shift. (Ex. C, p. 33) Claimant was again instructed she was not to leave her shift unless she had someone to cover for her. (Id.) Claimant disputed the accuracy of the incident report. (Id.) Claimant asserted she called her manager several times to relay that she would be leaving early, but she was unable to get ahold of the manager. (Id.) Defendant-employer reminded claimant that if her immediate supervisor did not answer her calls, she was to contact "Austen [Krause], Stephanie [Hagen], Bobbi, or Ashley [Bergoff]" to obtain approval of her request to leave early. (Ex. C, p. 34; See Hr. Tr., p. 148) Claimant was notified that failure to follow the agreed-upon and outlined steps in the future would result in a final write-up and termination. (Id.) Claimant signed the write-up documents on June 21, 2016, and June 22, 2016. (Ex. C, pp. 33-34)

For purposes of this appeal decision, we are most concerned with claimant's work activities in the month of August, 2016. More specifically, we are concerned with claimant's actions between August 18, 2016, and August 27, 2016. During this time period, claimant was scheduled to train new hires. (See Hr. Tr., p. 66) Exhibit C suggests claimant was scheduled to work on Friday, August 19, 2016, Saturday, August 20, 2016, Monday, August 22, 2016, Tuesday, August 23, 2016, and Saturday, August 27, 2016. (See Ex. C, pp. 27, 28, 35)

Claimant was a no call/no show on Friday, August 19, 2016. (See Ex. C, p. 28) On Saturday, August 20, 2016, claimant presented to work, but ultimately decided to leave early. Claimant did not seek approval from a manager, nor did she find someone to cover the remainder of her shift. (See Ex. C, p. 28) Claimant did not show up for her shift on Monday, August 22, 2016. Claimant did not show up for her shift on Tuesday,

August 23, 2016. (Id.) Subway terminated claimant's employment on August 23, 2016. (Ex. C, p. 36)

Claimant failed to offer any legitimate explanation as to why she did not alert management of her absence on Friday, August 19, 2016, why she left work early on Saturday, August 20, 2016, or why she failed to show up for any of her shifts the week of August 22, 2016. Claimant's testimony regarding her termination is convoluted and inconsistent. Moreover, her actions in the days leading up to, and shortly after, her termination make little logical sense.

Claimant testified she presented for work and trained a new hire on Thursday, August 18, 2016.[1] (See Hr. Tr., p. 66) At some point during her shift, claimant allegedly told Ariel, a co-worker, that she would not be able to work on Friday due to her work schedule conflicting with an upcoming appointment. (Id.) Initially, claimant testified she reported this information to Ariel because Ariel was in charge of scheduling. (Hr. Tr., pp. 66-67) Later, claimant testified Ariel was supposed to relay this information to their manager, but failed to do so. (Hr. Tr., pp. 119, 120-121) The franchise owner testified Ariel was not a manager and claimant should not have been reporting such information to Ariel. Rather, claimant was expected to report such information to her manager. (Hr. Tr., p. 150) The evidentiary record is void of any statements from Ariel confirming or denying claimant's rendition of events.

The evidentiary record does not contain physical therapy records for Friday, August 19, 2016. (See JE4) In fact, the evidentiary record is void of any medical records dated August 19, 2016. While circumstantial, the medical expense report, offered as Exhibit 9, does not reflect physical therapy services being rendered on Friday, August 19, 2016, or any other Friday in August of 2016. (See JE 9) According to Exhibit 9, claimant presented for physical therapy on August 3, 2016, August 9, 2016, August 11, 2016, August 15, 2016, August 18, 2016, August 22, 2016, and August 25, 2016, for a total of 7 physical therapy sessions. (JE 9, pp. 123-126) The joint medical exhibits only include physical therapy records for August 3, 2016, August 9, 2016, and August 25, 2016. (See JE4, pp. 36, 38, 39) Interestingly, the August 25, 2016, physical therapy record lists the appointment as claimant's seventh physical therapy appointment. (JE4, p. 39)

Claimant testified she next presented to work on Saturday, August 20, 2016, where she discovered the new hire had already been trained. Shortly thereafter, claimant determined there was no reason for her to be at work if there was no one for her to train, so she decided to leave. (See Hr. Tr., pp. 66-67; Ex. C, p. 28) Excerpts from claimant's personnel file show claimant did not call a manager or the owner prior to leaving. (Ex. C, p. 28) The record further provides claimant left without finding someone to cover the remainder of her shift. (Id.)

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[1] Claimant testified she presented to work and trained a new hire on an unspecified Thursday; however, it is likely this "Thursday" is Thursday, August 18, 2016, as claimant did not show up for her shift on Friday, August 19, 2016.

Claimant did not return to work for her scheduled shifts on Monday, August 22, 2016, or Tuesday, August 23, 2016. At hearing, claimant testified she knew she had been scheduled to work the aforementioned shifts. (Hr. Tr., p. 119) Despite this knowledge, claimant testified, "I didn't go to work because there was nothing there for me to do." (Hr. Tr., p. 68) She further explained,

> There was no – no need for me to be there. [the new hire] was already trained. And he was scheduled – I was scheduled to train him on the days following, and he had already been trained. So there was no need for me to be there. [...]"

(Hr. Tr., p. 120) Claimant, not her manager or any representative of the defendant-employer, determined there was no need for claimant to show up for work. (Id.) ("Q: And Subway never told you 'Don't come in because we don't need you anymore'? A: No, but there was nobody for me to train.") There is no evidence anyone at defendant-employer ever told claimant she did not have to appear for work if there was no one for her to train. Similarly, there is no evidence claimant contacted anyone at defendant-employer to verify her belief that she did not have to appear for her regularly scheduled shifts.

When claimant did not show up for work on Monday, August 22, 2016, and Tuesday, August 23, 2016, claimant's new manager, Lisa, attempted to contact claimant via telephone. (See Ex. C, pp. 28-29) Exhibit C purports to show Lisa called and left a message for claimant on the morning of Tuesday, August 22, 2016. (See Ex. C, p. 29) A text exchange between Bobbi and Lisa reflects claimant called Lisa back later that evening. (Ex. C, p. 29) According to the text exchange, when claimant called Lisa back, claimant told Lisa she no longer worked for Subway and hung up the phone. (See Ex. C, p. 29) Lisa did not provide testimony at the evidentiary hearing. However, claimant acknowledged that a sequence of events similar to the one described in Exhibit C occurred. (See Hr. Tr., p. 69)

Claimant confirmed an individual purporting to be her new manager called her after she failed to show up for work. (Hr. Tr., p. 69) Claimant testified the individual identified herself as Lisa. (Id.) Claimant further testified Lisa told her she had failed to show up for work for at least two of her shifts. (Id.) Without requesting additional information, explaining why she had missed her shifts, or continuing the conversation in any fashion, claimant testified she hung up the telephone. (Hr. Tr., pp. 69-70) Claimant testified she did nothing to follow-up on Lisa's allegations. (Hr. Tr., p. 70) According to claimant, she did not follow-up with defendant-employer because, "I would have thought that they would have called me to let me know we were getting a new manager." (Hr. Tr., p. 118) Regardless of whether claimant's response to Lisa included expletives as asserted in Exhibit C, claimant's actions, and justifications for those actions, were insufficient and inappropriate.

I do not find claimant's justifications for her actions leading up to her termination convincing. Claimant failed to offer any legitimate explanation as to why she left work

early on Saturday, August 20, 2016, and why she failed to show up for any of her shifts the week of August 22, 2016.

I recognize one of the two no call/no shows allegedly stems from a conflict involving a medical appointment. If this were claimant's only infraction between August 19, 2016, and August 22, 2016, there would be little need for a discussion involving claimant's entitlement to healing period benefits as such a conflict would not justify termination. However, when considering the evidentiary record as a whole, the totality of the evidence establishes defendant-employer was justified in terminating claimant on August 23, 2016.

Claimant did not follow the chain of command, the importance of which defendant-employer had stressed to claimant following each of her past write-ups, when reporting she would not be able to work on Friday, August 19, 2016. Moreover, the evidentiary record is void of any medical records reflecting claimant attended a medical appointment on August 19, 2016. Claimant did not follow the chain of command when she determined it was not necessary for her to finish her shift on Saturday, August 20, 2016. Claimant was a no call/no show on Monday, August 22, 2016. Claimant was a no call/no show on Tuesday, August 23, 2016. When Subway attempted to reach claimant regarding her missed shifts, claimant hung up on her new manager. Claimant did not follow-up with defendant-employer regarding the telephone call or her missed shifts. Claimant made no effort to return to work for defendant-employer.

Given this analysis, I find claimant's decision not to return to work after August 20, 2016, is tantamount to a voluntary quit as described in Schutjer. Claimant's termination resulted from her failure to show up for work.

Claimant's actions were deliberate. Claimant was cognizant of the fact she was scheduled to work on August 19, 2016, on August 22, 2016, and on August 23, 2016. Due to past disciplinary action, claimant was also aware the next time she failed to show up for a scheduled shift and/or did not follow the chain of command as instructed, she would be terminated. (See Ex. C, p. 34)

Regardless of whether claimant's separation from the defendant-employer is couched as a voluntary quit or termination, under the facts of this case, I find claimant's failure to effectively communicate despite past disciplinary action, her "no call/no shows" over consecutive days, and her failure to adequately follow up with her employer after being notified of her infractions via telephone, would lead any employer to reasonably terminate her employment. Claimant's actions are tantamount to a refusal of suitable work. I find her actions result in the forfeiture of temporary benefits between August 21, 2016, and November 8, 2017.

As such, I respectfully reverse the deputy commissioner's finding that claimant is entitled to receive healing period benefits from August 21, 2016, through November 8, 2017. I likewise modify the deputy commissioner's finding that claimant is entitled to receive penalty benefits in the amount of $5,000.00. Such an award would exceed 50

percent of the indemnity benefits owed. I therefore find claimant is entitled to receive penalty benefits in the amount of $2,000.00.

ORDER

IT IS THEREFORE ORDERED that the arbitration decision filed on April 8, 2019, is affirmed in part, and reversed, in part.

Defendants shall pay claimant intermittent healing period benefits from July 15, 2016, through July 17, 2016, and from July 22, 2016, through July 27, 2016, at the stipulated weekly rate of one hundred ninety-seven and 92/100 dollars ($197.92).

Defendants shall pay the claimant twenty-five (25) weeks of permanent partial disability benefits at the stipulated weekly rate of one hundred ninety-seven and 92/100 dollars ($197.92), commencing on July 18, 2016.

Defendants shall pay accrued weekly benefits in a lump sum together with interest at the rate of ten 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 percent. See Gamble v. AG Leader Tech., File No. 5054686 (App. Apr. 24, 2018).

Defendants are responsible for all causally-related requested past medical expenses as set forth in the arbitration decision.

Defendants shall pay claimant two thousand and no/100 dollars ($2,000.00) in penalty benefits.

Defendants shall reimburse claimant one thousand three hundred thirty-one and no/100 dollars ($1,331.00) for Dr. Kuhnlein's IME report.

Pursuant to rule 876 IAC 4.33, the parties shall split the costs of the appeal, including the cost of the hearing transcript.

Pursuant to rule 876 IAC 3.1(2), defendants shall file subsequent reports of injury as required by this agency.

Signed and filed on this 28th day of April, 2020.

Joseph S. Cortese II

JOSEPH S. CORTESE II
WORKERS' COMPENSATION
COMMISSIONER

The parties have been served as follows:

Joanie Grife Via WCES

Stacy Morris Via WCES