IN THE SUPREME COURT OF IOWA

No. 20-0769

AMERICAN HOME ASSURANCE,

Petitioner-Appellee,

vs.

LIBERTY MUTUAL FIRE INSURANCE COMPANY,

Respondent-Appellant.

APPEAL FROM THE IOWA DISTRICT COURT
FOR POLK COUNTY
HON. WILLIAM P. KELLY

PETITIONER-APPELLEE'S BRIEF

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ROUTING STATEMENT

This case presents the application of existing legal principles and, as such, should be routed to the Iowa Court of Appeals. Iowa R. App. P. 6.1101(3).

STATEMENT OF THE CASE

Claimant John Thompson (a non-party) filed a workers' compensation petition, alleging a work injury at Keokuk Steel Castings (a non-party) on November 15, 2007. (App. p. 11.) The workers' compensation insurance carrier for the employer on this date was American Home Assurance. The case proceeded to an arbitration hearing in 2011 and, in the Arbitration Decision, the Deputy Commissioner chose a different injury date of June 16, 2008. (App. p. 63.)

The workers' compensation carrier for the employer on that date was Liberty Mutual Fire Insurance Company, which was not a party to the arbitration proceeding because Thompson had never alleged a possible injury date of June 16, 2008 before the 2011 hearing date.

Thompson later filed a review-reopening petition and, after such filing, American Home discovered it was not the insurance carrier for the employer in June 2008 and had mistakenly paid benefits that should have been paid by Liberty Mutual. American Home then obtained an Iowa Code section 85.21 consent order and

filed a petition for contribution against Liberty Mutual. (App. pp. 19, 67.)

American Home filed for summary judgment, which the Deputy granted, concluding American Home was entitled to reimbursement (from Liberty Mutual) for benefits it paid in the arbitration proceeding. (App. p. 83.) Liberty Mutual appealed, and the Commissioner reversed this aspect of the Deputy's ruling. (App. p. 98.)

American Home appealed to district court, which reversed the Commissioner. (App. p. 142.) Specifically, the district court concluded the Commissioner's legal interpretation of Iowa Code section 85.21 was erroneous. This Court should affirm.

STATEMENT OF FACTS

The relevant facts are undisputed. In 2010, Claimant John Thompson (a non-party) filed a workers' compensation petition against Keokuk Steel Castings (a non-party) and Petitioner American Home Assurance (hereinafter referred to as "American Home"), alleging a work injury on November 15, 2007. (App. pp. 11,

20.) The employer and American Home filed an Answer, admitting this injury date and that workers' compensation benefits had been paid to Thompson. (App. p. 12.)

On April 18, 2011, prior to the arbitration hearing, Thompson was allowed to amend his petition to include a possible injury date of June 30, 2008. (App. p. 14.) The employer and American Home filed an Answer denying an injury on that date. (App. pp. 15, 20.)

The case proceeded to a contested arbitration hearing on November 2, 2011. (App. pp. 21, 60.) The Deputy filed an Arbitration Decision on February 22, 2012, rejecting both of those injury dates. (App. p. 63.) Instead, the Deputy chose an injury date of June 16, 2008,[1] which had never been alleged by Thompson before the date of hearing. (App. pp. 60, 63.)

Both parties appealed and, in an Appeal Decision filed on April 8, 2013, the Commissioner affirmed the Arbitration Decision. (App. p. 86.) As such, American Home paid the benefits awarded by the agency. (App. p. 21.)

[1] Liberty Mutual admits it provided workers' compensation insurance coverage to the employer on this date. (App. p. 56.)

On March 2, 2016, Thompson filed a Review-Reopening petition, seeking additional workers' compensation benefits. (App. pp. 18, 21.) After such filing, American Home discovered it was not the employer's insurance carrier for the date of injury adopted by the workers' compensation agency (June 16, 2008). (App. p. 21.) Rather, the correct insurance carrier for that injury date was Liberty Mutual. (App. p. 56.)

As such, on December 29, 2016, American Home filed an Application and Consent Order for Payment of Benefits under Iowa Code section 85.21. (App. pp. 19, 21.) This application was granted on January 3, 2017 (App. p. 19), and American Home then filed a formal petition for contribution against Liberty Mutual. (App. pp. 21-22, 69.)

Both Liberty Mutual and American Home filed motions for summary judgment relating to the issue of whether American Home was entitled to contribution from Liberty Mutual for benefits paid before the section 85.21 consent order was issued.[2] (App. pp. 47, 74.)

[2] Liberty Mutual admits American Home is entitled to contribution/reimbursement for benefits paid after the 85.21 order was approved on 1/03/17. (App. p. 80.)

On July 24, 2018, the Deputy filed a Ruling denying Liberty Mutual's motion and granting American Home's motion. (App. p. 76.)

Liberty Mutual appealed the Deputy's ruling and, on October 7, 2019, the Commissioner[3] filed an Appeal Decision. (App. p. 86.) The Commissioner reversed in part, concluding Liberty Mutual is not liable for contribution to American Home for benefits it paid pursuant to the underlying Arbitration Decision.[4] (App. p. 98.) American Home then filed an appeal with the district court. (App. p. 99.)

On April 20, 2020, the district court filed a Ruling on Judicial Review, reversing the Commissioner's decision. (App. p. 142.) The Court agreed with the Deputy, concluding American Home is entitled

[3] In a 9/12/19 Order of Delegation of Authority (App. p. 58), Deputy Stephanie Copley was assigned to issue the final agency decision in place of Commissioner Joe Cortese, who recused himself. However, for simplicity, Deputy Copley will be referred to as "the Commissioner" because her decision constituted final agency action.

[4] The Commissioner affirmed the summary judgment in favor of American Home "to the extent that Liberty Mutual is liable for contribution to American Home for any payments of permanent partial disability benefits paid in excess of the 125 weeks ordered by the arbitration decision (which does not appear to have occurred) and for any medical benefits paid after the date of the arbitration hearing and not ordered by the arbitration decision (if any such payments exist)." (App. p. 98.)

to summary judgment. (App. p. 142.) Liberty Mutual then filed the present appeal. (App. p. 144.)

APPELLEE'S ARGUMENTS

I. THE LANGUAGE OF IOWA CODE SECTION 85.21 IS NOT AMBIGUOUS.

PRESERVATION OF ERROR

Liberty Mutual did **not** preserve error on this issue. Specifically, it did not make this argument at the agency level or in district court so it is waived.

SCOPE/STANDARD OF REVIEW

This Court reviews the agency's interpretation of Iowa Code chapter 85 for correction of errors at law. JBS Swift & Co. v. Ochoa, 888 N.W.2d 887, 892 (Iowa 2016). No deference is given to the Commissioner's interpretation of the provisions of chapter 85. Id.; see also Iowa Code § 17A.19(11)(b). The Iowa Supreme Court has held that the legislature has **not** vested the agency with authority to interpret Iowa Code chapter 85. Id. at 893.

As it relates to a summary judgment proceeding, this Court reviews the matter for correction of errors at law. Hedlund v. State,

930 N.W.2d 707, 715 (Iowa 2019). The review is limited to whether a genuine issue of material fact exists and whether the law was correctly applied. Id.

ARGUMENT

In its brief, Liberty Mutual claims Iowa Code section 85.21 is ambiguous. Iowa law is well settled on this issue, which has been explained by the Iowa Supreme Court:

> Our first step in statutory interpretation is to determine whether the language is ambiguous. If the language is unambiguous, our inquiry stops there. "A statute is ambiguous if reasonable minds differ or are uncertain as to the meaning of the statute." "We determine whether a statute is ambiguous or unambiguous by reading the statute as a whole." "[T]he determination of whether a statute is ambiguous does not necessarily rest on close analysis of a handful of words or a phrase utilized by the legislature, but involves consideration of the language in context."

State v. Richardson, 890 N.W.2d 609, 616 (Iowa 2017) (citations omitted). Furthermore, statutes must be read and construed in their entirety. State v. DeSimone, 839 N.W.2d 660, 666 (Iowa 2013); see also State v. McCullah, 787 N.W.2d 90, 94 (Iowa 2010).

In interpreting a statute, the Court seeks to ascertain the legislature's intent, which begins with the actual text of the statute.

State v. Lopez, 907 N.W.2d 112, 116 (Iowa 2018). If a statute is unambiguous, the Court does not search for meaning beyond the statute's express terms. Id. A statute must be read as a whole rather than looking at words and phrases in isolation. Iowa Insurance Institute v. Core Group, 867 N.W.2d 58, 72 (Iowa 2015).

It is undisputed American Home did not insure the employer for the June 16, 2008 date of injury, and it is undisputed Liberty Mutual is the correct insurance carrier for such date. Despite these facts, Liberty Mutual is offering strained and incorrect legal arguments to attempt to avoid paying workers' compensation benefits it clearly owes. This Court should reject such attempt.

The language of Iowa Code section 85.21 is the subject matter of this dispute, and it provides in relevant part:

> 1. **The workers' compensation commissioner may order any number or combination of alleged workers' compensation insurance carriers and alleged employers, which are parties to a contested case or to a dispute which could culminate in a contested case, to pay all or part of the benefits** due to an employee or an employee's dependent or legal representative if any of the carriers or employers agree, or the commissioner determines after an evidentiary hearing, that one or more of the carriers or employers is liable to the employee or to the employee's dependent or legal representative for

> benefits under this chapter or under chapter 85A or 85B, but the carriers or employers cannot agree, or the commissioner has not determined which carriers or employers are liable.
>
> * * * *
>
> 3. **When liability is finally determined by the workers' compensation commissioner, the commissioner shall order the carriers or employers liable to the employee or to the employee's dependent or legal representative to reimburse the carriers or employers which are not liable but were required to pay benefits**. Benefits paid or reimbursed pursuant to an order authorized by this section do not require the filing of a memorandum of agreement. However, a contested case for benefits under this chapter or under chapter 85A or 85B shall not be maintained against a party to a case or dispute resulting in an order authorized by this section unless the contested case is commenced within three years from the date of the last benefit payment under the order. **The commissioner may determine liability for the payment of workers' compensation benefits under this section**.

Iowa Code § 85.21 (emphasis added).

It is clear from the plain language of the statute that Iowa Code section 85.21 grants **broad powers** to the workers' compensation agency to resolve payment disputes between insurance carriers. The statute is **not** ambiguous, and it does **not** contain the limiting language suggested by Liberty Mutual. If the legislature had

intended to impose time or other limitations on the agency, it could have done so in the statute.

Likewise, the mere fact that Liberty Mutual disagrees with the district court's ruling does **not** necessarily mean its position is "reasonable" or the statute is ambiguous. To the contrary, as noted above, a court will not search for other meanings if the plain language is clear. Stated differently, a strained or "unreasonable" interpretation of a statute should not be sufficient, by itself, to warrant the process of statutory construction.

In conclusion, this Court should conclude the statute is not ambiguous, and the plain language clearly supports the district court's ruling. In the alternative, American Home will now address the second argument raised by Liberty Mutual, which involves statutory construction. However, under either approach, this Court should affirm.

II. THE LEGISLATURE INTENDED TO ALLOW INSURANCE COMPANIES TO RETROACTIVELY SEEK REIMBURSEMENT.

PRESERVATION OF ERROR

American Home agrees that error was preserved on this issue.

SCOPE/STANDARD OF REVIEW

Please refer to the scope and standard of review in Division I of American Home's brief.

ARGUMENT

In its ruling, the district court provided a comprehensive and well-reasoned analysis as to why Iowa Code section 85.21 clearly allows prospective **or** retroactive reimbursement. Such decision is consistent with principles of statutory construction, controlling Supreme Court caselaw, and relevant agency decisions. As such, this Court should affirm.

In interpreting a statute, several guiding principles are applicable. The Court will seek to ascertain the legislature's intent, and the law must be construed "according to the language the legislature has chosen." Lopez, 907 N.W.2d at 116; Zomer v. West River Farms, Inc., 666 N.W.2d 130, 133 (Iowa 2003) (quoting Ehteshamfar v. UTA Engineered Sys. Div., 555 N.W.2d 450, 453 (Iowa 1996)). The Court will read the statute in its entirety and strive for a "reasonable" interpretation that avoids absurd results. State v. McCullah, 787 N.W.2d 90, 94 (Iowa 2010).

In the workers' compensation context, the Iowa Supreme Court has stated the law's beneficent purposes should **not** be defeated by "reading something into it which is not there, or by a strained or narrow construction." Area Educ. Agency 7 v. Bauch, 646 N.W.2d 398, 400 (Iowa 2002) (quoting Thomas v. William Knudson & Son, Inc., 349 N.W.2d 124, 126 (Iowa App. 1984)); see also Zomer v. West River Farms, 666 N.W.2d 130, 134 (Iowa 2003). In keeping with the objectives of the workers' compensation statute, the Court applies it "broadly and liberally." Thomas, 349 N.W.2d at 126.

In this context, the district court's ruling is clearly correct. The plain language of Iowa Code section 85.21 does **not** contain any limiting language or time constraints, and it was improper for the Commissioner to read something into the statute that clearly does not exist. Ironically, the Commissioner violated prior Court guidance under section 85.21, which held the Commissioner has "comprehensive" authority under the statute. See, e.g., Zomer, 666 N.W.2d at 133 see also United Technologies Corp. v. Bahmler, 2003 WL553855, at 5 (Iowa App. 2003) (noting that section 85.21 empowers the Commissioner to apportion liability between

insurance carriers and **order reimbursement to any carrier that was not liable but was required to pay**).

In this case, the statutory requirements were easily met for the Commissioner to order Liberty Mutual to reimburse American Home under section 85.21. Both were parties to a "contested case or to a dispute," and "liability was finally determined" that Liberty Mutual was legally responsible to pay the benefits owed in the underlying arbitration proceeding.

Furthermore, as noted by the district court, the terms "contested case" and "evidentiary hearing" are **not** to be interpreted so narrowly as to mean only arbitration proceedings involving the claimant. (App. p. 134.) Clearly, they were intended to include proceedings between insurance carriers as explicitly established under Iowa Code section 85.21.

In its brief, Liberty Mutual did not respond to, or address, the majority of the district court's detailed legal analysis or its reasons for reversing the Commissioner. Instead, it focused primarily on prior agency decisions and one Iowa Supreme Court decision, Second Injury Fund v. Bergeson, 526 N.W.2d 543 (Iowa 1995). It

also failed to acknowledge or discuss another important Iowa Supreme Court decision, Wilson Food Corp. v. Cherry, 315 N.W.2d 756 (Iowa 1982). American Home will discuss each one.

In citing to Bergeson, Liberty Mutual took one sentence out of context and did not discuss the Court's actual analysis or its holding. (Liberty's Proof Brief p. 17.) If it had done so, it would have realize the Bergeson decision actually supports American Home's position and the district court ruling. Specifically, in Bergeson, the Iowa Supreme Court discussed the broad powers of the agency under Iowa Code section 85.21:

> Here, both the employer and the Fund were ordered to compensate Bergeson for his second injury. The proportion between the obligation of the employer and the Fund could not be determined until a hearing was held and a decision rendered. . . .
>
> We conclude the commissioner has authority to order the Fund, as a party in an arbitration proceeding, to reimburse another party when the commissioner makes a finding that the employer or its insurer paid the employee benefits that are determined to be the responsibility of the Fund. . . .
>
> **Section 85.21 gives the commissioner authority to order reimbursement where one party makes voluntary payment that ultimately the commissioner determines should have been paid by another party**.

Bergeson, 526 N.W.2d at 549 (emphasis added). As noted by the district court, the import of the Bergeson decision is that the Commissioner "is not time bound nor limited only to arbitration." (App. p. 138.)

Also, in its brief, Liberty Mutual failed to acknowledge the well-established legal principle in Iowa that workers' compensation **payments made by mistake are generally recoverable**. See Wilson Food Corp. v. Cherry, 315 N.W.2d 756, 757 (Iowa 1982) (citing a long list of cases and treatises that support this proposition). In its ruling, the district court explained the significance of the Cherry decision:

> [I]n applying *Wilson Food Corporation v. Cherry*, allowing reimbursement for benefits mistakenly paid "furthers the beneficial purpose" of Iowa's workers' compensation system. *Bergeson*, 526 N.W.2d at 549. With this in mind, this Court finds that when an employer or insurance carrier mistakenly paid benefits prior to the determination of the proper date of injury, but discovered its mistake after it had made or completed payments, they are entitled to reimbursement under Section 85.21. Their entitlement is, of course, still subject to the Commissioner's factual determination of who is liable.

(App. pp. 139-140.) In this case, Liberty Mutual concedes it is liable but is attempting to avoid payment based on a strained and absurd interpretation of the statute and agency caselaw. Its position clearly runs afoul of the Cherry decision.

Finally, Liberty Mutual argues that the district court ruling reverses "over 20 years of agency rulings." (Liberty's Proof Brief p. 4.) This is incorrect. American Home will analyze the alleged "rule" and the agency law developed since then.

In 1998, the workers' compensation agency issued a decision entitled Employers Mutual Casualty Co. v. Van Wyngarden & Abrahamson, File Nos. 1059572, 1059573, 1059574 (App. Dec. 6/20/98). In such decision, the agency stated:

> Where a petitioner for reimbursement has sought an order pursuant to Iowa Code section 85.21 prior to the evidentiary hearing, reimbursement may include payments both before and after the order was issued. But where no order under 85.21 issues before the evidentiary hearing in a case, reimbursement will not be ordered.

Van Wyngarden, File No. 1059572. This decision was a summary judgment ruling with limited discussion of the factual background and, in any event, the agency did not deny reimbursement. Despite

this, some have referred to the agency's holding as the "Van Wyngarden" rule.

Since then, there have been a few agency decisions that have cited this case or alleged "rule." See Dakota Truck Underwriters v. Continental Western Insurance, File. Nos. 5028722, 5028738 (App. Dec. 9/28/11); Gardner v. Great River Med. Ctr., File Nos. 5018081, 5018082, 5018083 (Arb. Dec. 2/26/07); Akers v. Woodmarc, File Nos. 1124900, 5003252 (Contribution Dec. 2/06/02); Cambridge Integrated v. Fareway Stores, Inc., File No. 1292163 (Contribution Dec. 12/21/01); Mehmen v. Archer Daniels Midland, File No. 1059955 (Contribution Dec. 12/30/99); Virginia Surety Co. v. Kiowa Corp., File No. 1195075 (Contribution Dec. 4/22/99); Hammers v. Sentry Ins., File No. 1133618 (Contribution Dec. 2/02/99).

There are several important "takeaways" from these rulings. First, it is undisputed that an 85.21 Order can be applied **both** prospectively **and** retroactively. In other words, an insurance carrier **can** be ordered to reimburse a different carrier for benefits paid before the issuance of such order. Second, it is obvious from a review

of those decisions that **none** have the unique factual pattern that occurred here.

Third, and perhaps most importantly, it is clear **the agency never intended to "draw a line in the sand."** To the contrary, these rulings are made on a "case-by-case" basis with a consideration of the facts in each one. For example, in Cambridge v. Fareway Stores, the Deputy discussed the fairness of holding each insurer "responsible for medical treatment during their coverages." Cambridge, File No. 1292163, at 4.[5] In Virginia Surety v. Kiowa, the agency discussed the broad power of an agency to order reimbursement "regardless of a prior order." Virginia Surety Co., File No. 1195075, at 3. In Gardner, the Deputy clearly explained that the insurance carrier "on the hook" for the date of injury found by the agency should be liable for any associated medical and indemnity benefits. Gardner, File Nos. 5018081, at 11. Finally, in Akers, the agency granted reimbursement even against an insurance carrier that was not a party to the prior proceeding. Akers, File Nos. 1124900, at 2-3, 7.

[5] In the Appeal Decision, the Commissioner cited this same case as Onken v. Fareway Stores, Inc. (App. p. 96.)

In summary, based on a review of these decisions, it is clearly incorrect for Liberty Mutual to suggest there has been a bright-line rule since the Van Wyngarden decision. In fact, in this case, when a Deputy initially granted summary judgment in favor of American Home (before being later reversed by the Commissioner), she stated:

> The parties did not supply, and I was unable to personally locate, any precedent dealing specifically with the question of whether good faith, mistaken payment of benefits by one insurance carrier are subject to contribution by another insurance carrier when a date of injury is determined to fall within the second carrier's coverage period. . . . **None of [the cases cited by Liberty Mutual] specifically hold that contribution is improper for benefits mistakenly paid prior to determination of the proper injury date**.

(App. p. 81) (emphasis added).

In her decision, the Deputy discussed several other reasons why summary judgment was appropriate for American Home, including public policy rationale, the nature of cumulative trauma claims, and the burden on the employer as to dates of coverage, all of which were found to be persuasive by the district court. (See App. pp. 81-83; see also App. p. 138.)

In its brief, Liberty Mutual cited two agency decisions as support for its position. Such reliance is clearly misplaced. First,

Liberty Mutual cited a 1995 decision entitled Van Dyk v. Hope Haven, File Nos.1021846, 1030780 (Contribution Dec. 2/27/95), a case that was essentially overruled by Van Wyngarden. In Van Dyk, the agency concluded that retroactive contribution is not available under section 85.21. However, the facts are **not** even similar because, in Van Dyk, the claimant sustained two different work injuries, each one involving a different insurance carrier. Id. Here, we are dealing with only one injury date.

Liberty Mutual also cited to a 2018 agency decision entitled Arreola v. Bodeans Baking Group Holding, LLC, File Nos. 5040956, 5040974 (App. Dec. 2/16/18). However, the facts are not even close to this case. In Arreola (as in Van Dyk), the claimant sustained **two** different work injuries, each one involving **different** insurance carriers. Again, this case involves one injury date. Also, in Arreola, the insurance carrier never obtained an 85.21 order (see id.) but, in this case, American Home clearly did.

In any event, even if the agency intended a "bright-line rule," such rule is clearly **contrary** to the statute, Supreme Court cases, and some agency decisions. In its ruling, the district court explained

how the Commissioner's interpretation of the statute was erroneous, concluding in part:

> Based on a plain reading of Section 85.21(1), the commissioner may order a workers' compensation insurance carrier to provide reimbursement to another carrier when both "are parties to a contested case or to a dispute which could culminate in a contested case. . . ."
>
> * * * *
>
> Upon review, it is clear to the Court that the legislature used the term "contested case" and not "evidentiary hearing in a case" that the Commission has substituted in its place. The meaning of "contested case" is not so narrow as to mean only the arbitration proceedings that determine the factual basis, liability, and the scope of compensability of a claimant's injuries. . . .
>
> * * * *
>
> The Court finds the term "contested case" for purposes of Iowa Code Section 85.21 is broad enough to permit independent proceedings under the Statute's plain text. . . . The Statute's language, in addition to the relevant terms and their definitions provided by the legislature, is broad enough to include not only those who were a party to the underlying arbitration proceeding, but also those who are potentially responsible for reimbursement or the payment of benefits under Section 85.21.

(App. pp. 133, 134, 135.) In other words, a contested case includes the underlying arbitration proceeding **and** a reimbursement

proceeding, and the phrase "evidentiary hearing" could relate to **either** proceeding.

In this case, the Commissioner's ruling would have produced an absurd result. Specifically, the Commissioner rejected American Home's petition for contribution merely because it did not obtain an 85.21 Order before the November 2011 evidentiary hearing in Thompson's arbitration proceeding. The Commissioner reached such a conclusion **even though** Thompson never alleged a June 16, 2008 injury date until the day of hearing and **even though** none of the parties knew this date would be awarded until the Arbitration Decision was filed in February 2012.

Furthermore, the Commissioner erroneously interjected "limiting language" into the statute, which is why the district court reversed. In fact, the district court expressly concluded "neither our legislature nor our Supreme Court has placed a time limitation on reimbursement actions or a carrier's right to recovery." (App. p. 139.) Clearly, if the legislature had intended to impose such time or other limitations on the agency, it could have done so in the statute. It did not.

It is also worth noting the Commissioner's ruling was contrary to its own rules, which is to apply Iowa Code section 85.21 to allow an insurance carrier "to be able to seek reimbursement from another carrier or employer." Iowa Admin. Code r. 876-3.1(11). Just like the statute, such administrative rule contains no restrictions or time limitations.

In conclusion, it is worth turning back to the original decision in this case, which was the Deputy's granting of summary judgment in American Home's favor. The Deputy clearly understood that a "line-in-the-sand" rule does **not** work in real-world scenarios, writing a lengthy and well-reasoned ruling, explaining why American Home is entitled to the relief requested. She concluded her ruling as follows:

> In this case, American Home made good faith payment of benefits and only subsequently learned benefits had mistakenly been paid for a date of injury outside of its period of insurance coverage. **Liberty Mutual held Keokuk Steel's workers' compensation insurance coverage on the date of injury determined by this agency and accepted insurance premiums in exchange for liability for injuries within its coverage period**. As a matter of public policy and given a lack of precedent on this specific issue, I find that Liberty Mutual is liable for contribution to American Home for benefits paid arising from the June 16, 2008

> injury date. This includes benefits paid before and after the January 3, 2017 consent order, in connection with the original arbitration matter and any benefits determined to be owed in the review-reopening matter.

(App. pp. 82-83) (emphasis added). The district court correctly reached the same result, and this Court should affirm.

CONCLUSION

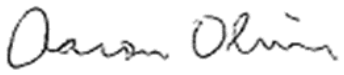
For all of the reasons discussed herein, this Court should affirm the district court ruling.

REQUEST FOR ORAL ARGUMENT

Appellee hereby states its desire to be heard in oral argument pursuant to Iowa Rule of Appellate Procedure 6.908(1).

CERTIFICATE OF FILING

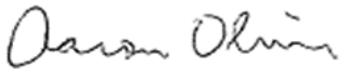
I, Aaron T. Oliver, certify that on October 22, 2020, I filed Appellee's Brief with the Clerk of the Iowa Supreme Court by using EDMS.



AARON T. OLIVER

CERTIFICATE OF SERVICE

I, Aaron T. Oliver, certify that on October 22, 2020, I served Appellee's Brief by filing with EDMS and emailing one copy to the other attorneys (Andrew Hall & Benjamin Erickson).



AARON T. OLIVER

CERTIFICATE OF COMPLIANCE WITH TYPE-VOLUME LIMITATION, TYPEFACE REQUIREMENTS, AND TYPE-STYLE REQUIREMENTS

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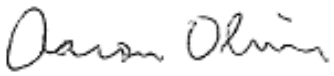

AARON T. OLIVER

10/22/2020
DATE