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IN THE SUPREME COURT OF IOWA

No. 25-1236

LARRY DRISCOLL
Claimant-Appellant,

v.

CITY OF CEDAR RAPIDS,
Defendant-Appellee.

APPEAL FROM THE IOWA DISTRICT COURT
FOR POLK COUNTY
NO. CVCV066632
THE HONORABLE HEATHER LAUBER

DEFENDANT-APPELLEE'S BRIEF

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STATEMENT OF THE ISSUES PRESENTED FOR REVIEW

Whether the Commissioner correctly determined that Claimant's adverse reaction to a voluntary, non-mandated COVID-19 vaccination did not arise out of and in the course of employment, given the actual-risk doctrine adopted in Iowa and the lack of a causal connection between the employment and the alleged injury.

ROUTING STATEMENT

This case presents no substantial constitutional question, no conflict with prior precedent, and no issue of broad public importance requiring retention by the Supreme Court. The case involves the application of settled Iowa workers' compensation law to a unique factual scenario and is appropriate for transfer to the Court of Appeals. See Iowa R. App. P. 6.1101(3).

NATURE OF THE CASE

This is an appeal from the Iowa District Court's order affirming the Iowa Workers' Compensation Commissioner's denial of benefits to Claimant Larry Driscoll for injuries allegedly arising from an adverse reaction to a COVID-19 vaccine. The Commissioner found that Claimant's injury did not arise out of and in the course of employment because the City of Cedar Rapids did not require, mandate, or strongly urge vaccination, and Claimant's decision to receive the vaccine was voluntary and personal. The District Court affirmed, and Claimant appeals.

STATEMENT OF THE FACTS

As noted by the district court, the "parties do not dispute the underlying, material facts in this case." (District Court Order on Judicial Review, p. 1 (07/18/2024)). Mr. Driscoll was deposed in association with his claim on 2/28/22. During the deposition, Mr. Driscoll testified about the alleged work injury, stating:

> You know, the City didn't mandate the vaccine. I mean, it was highly encouraged to get the vaccine to protect yourself and my department. I mean, there's 21 guys in my department. The City sent out an email that they secured or sponsored a vaccine shot at UnityPoint, and when I met with the supervisor of the department we both felt that it was – I'd say that at least myself felt that at that time that we needed to protect my guys as much as we could. We followed all the City safety guidelines for COVID. And I felt that it was the proper thing to do since we're all essential workers and we were there at-site all the time and, you know, the City secured these vaccines for City employees. And I just felt that it was a good option for me to lead the department to just ensure that my guys didn't get sick from me.

(D0008, Def. Ex. 2, p. 39 (02/28/2022 Dep. Tr. at pp. 21:25–22:19)).

Mr. Driscoll went on to detail what he believed were the recommendations made by the City, which he felt made his injury compensable:

> The City would do – I do believe the City did weekly newsletters that had the safety guidelines that they wanted

> to the employees to follow.[1] They would also mention in the weekly newsletter that they were offering two hours of pay if you had to drive somewhere to get a vaccine, and in late March the City came out with an email stating that – I can't tell you if it was sent to everybody, but I know that it was sent to the managers, that email stating that the City secured vaccine shots for City employees only at UnityPoint.

(D0008, Def. Ex. 2, p. 39 (02/28/2022 Dep. Tr. at pp. 22:23–23:10)).

Mr. Driscoll testified that he "wasn't really interested in getting a vaccine, but the more – I think the more that CDC and the City came out with guidelines, that that was the honorable thing to do." (D0008, Def. Ex. 2, p. 39 (02/28/2022 Dep. Tr. at pp. 23:23–24:2)). However, Mr. Driscoll acknowledged it was entirely his personal decision to get the vaccine as "The City didn't mandate it." (D0008, Def. Ex. 2, p. 39 (02/28/2022 Dep. Tr. at p. 24:3–6)).

At hearing, Mr. Driscoll's former co-worker Justin Koller testified and was asked whether the City encouraged any specific class of workers to receive a COVID-19 vaccine as a way to demonstrate leadership to the employees whom they supervised. (D0005, Hearing Tr., p. 15:2–16 (10/18/2022)). Mr. Koller testified that while the City did encourage employees to receive the vaccine, he

[1] The record is absent any "safety guidelines that [the City] wanted the employees to follow prior to 4/8/21 other than those issued by the Iowa Department of Public Health. *See* Ex. C, 19, 24.

did not specifically feel encouraged to act as a role model or to demonstrate leadership for other employees in his department. (D0005, Hearing Tr., p. 15:2–16 (10/18/2022)). Mr. Koller further testified that he did not feel the City's recommendations regarding the vaccine were overbearing on City employees, and that the City's messaging was similar to what he heard on the television, internet, or other media sources. (D0005, Hearing Tr., p. 23:1–12 (10/18/2022)). When asked whether City employees were ever required or directed to a specific location for vaccination, Mr. Koller admitted that the City did not require employees to receive a vaccine in general, nor did the City direct employees where to go to receive a vaccine if they were interested. (D0005, Hearing Tr., p. 16:5–16 (10/18/2022)). Mr. Koller testified that from his recollection, the City's COVID-19 recommendations followed CDC guidelines. (D0005, Hearing Tr., pp. 18:11–19:4 (10/18/2022)).

Mr. Driscoll testified on his own behalf at hearing, and in doing so, testified that on or about 4/8/22 he received an e-mail from the City through which he signed up to receive the vaccine at UnityPoint. (D0005, Hearing Tr., p. 30:18–25 (10/18/2022); D0008, Cl. Ex. 5, p. 62). Mr. Driscoll testified he signed up through the link and received the vaccination during his work time and that he was paid to receive the vaccine. (D0005, Hearing Tr., pp. 18:11–19:4 (10/18/2022)). However, Mr. Driscoll admitted that he was not actually given any type of

monetary inducement, bonus, or additional amount to receive the vaccine, and instead, he just went to UnityPoint for the vaccine during work hours unbeknownst to the employer. (D0005, Hearing Tr., pp. 61:14–62:24 (10/18/2022)).

Mr. Driscoll acknowledged that when he did receive the vaccination from the UnityPoint staff it did not occur on City property. (D0005, Hearing Tr., p. 59:18–24 (10/18/2022)). Mr. Driscoll's vaccination appointment was scheduled through UnityPoint's website, and the vaccine was provided at UnityPoint's location by UnityPoint personnel. (D0005, Hearing Tr., pp. 59:21–24 (10/18/2022)). Mr. Driscoll acknowledged the City had no control or recommendations as far as what vaccine was provided at UnityPoint. (D0005, Hearing Tr., p. 61:4–13 (10/18/2022)). Mr. Driscoll admitted that he did not utilize the healthy workplace leave policy, or use any type of sick leave, when going to get his vaccine, and instead, he just up and left during work hours. (D0005, Hearing Tr., pp. 61:24–62:24 (10/18/2022)).

Despite Mr. Driscoll's previous contentions that the City "sponsored" the clinic at UnityPoint in which he received his vaccination, Mr. Driscoll only interacted with UnityPoint employees and saw no indication that it was a City-employee specific vaccination clinic. (D0005, Hearing Tr., pp. 62:25–63:10 (10/18/2022)).

Gretchen Barske, Benefits Manager in the Human Resources department with the City of Cedar Rapids, also testified at hearing. Ms. Barske testified that the newsletters produced and distributed to employees providing COVID-19 related information contained information the City obtained directly from the CDC. (D0005, Hearing Tr., p. 89:7–19 (10/18/2022)). Ms. Barske further testified the City followed CDC guidelines regarding COVID-19 throughout the pandemic, including guidance involving messaging for vaccines and recommendations for vaccinations. (D0005, Hearing Tr., pp. 89:20–90:5 (10/18/2022)). In addition, Ms. Barske testified that at no time did the City require employees to be vaccinated or show proof of vaccination in order to work, nor did the City host a COVID-19 vaccination on City property at any point in time.[2] (D0005, Hearing Tr., pp. 90:6–92:24 (10/18/2022)). Ms. Barske testified of the UnityPoint clinic where Mr. Driscoll received his vaccination on 4/8/21, and in doing so, stated that the City did not have to pay for the vaccination clinic and that there was not a specific allocation of vaccine doses for City employees available at UnityPoint. (D0005, Hearing Tr., pp. 92:22–93:10 (10/18/2022)).

Ms. Barske testified of the City's healthy workplace leave policy which allowed employees to use up to two hours to receive a COVID-19 vaccine. (D0005,

[2] The City did (previously) host on-site, influenza vaccine clinics. (D0005, Hearing Tr., pp. 97:12–98:5 (10/18/2022)).

Hearing Tr., pp. 95:17–96:10 (10/18/2022)). The policy could be used in the event an employee chose to receive a vaccination from any provider of their choosing, including their personal doctor. (D0005, Hearing Tr., p. 96:11–22 (10/18/2022)). Employees were encouraged to inform their supervisors when using the healthy workplace leave policy for purposes of vaccinations. (D0005, Hearing Tr., pp. 100:14–101:19 (10/18/2022)). Ms. Barske testified that it was certainly possible for managers, such as Mr. Driscoll, to slip out of work to receive the vaccine without officially using healthy workplace leave policy time to receive their vaccinations. (D0005, Hearing Tr., p. 100:14–20 (10/18/2022)). Other than asking employees to talk to their supervisor if they were using the workplace leave policy to receive the vaccine, the City had no knowledge of when or where an employee would get vaccinated, if they were to get vaccinated at all. (D0005, Hearing Tr., pp. 96:23–10, 99:17–101:19 (10/18/2022)).

ARGUMENT

THE COMMISSIONER'S APPLICATION OF THE "ACTUAL-RISK" DOCTRINE WAS CORRECT

1. Standard of Review.

Iowa Code section 17A.19(10) governs judicial review of agency decision making. Under Iowa Code section 17A.19(10), the standard of review depends on the aspect of the agency's decision that forms the basis of the petition for

judicial review. *See Meyer v. IBP, Inc.*, 710 N.W.2d 213, 219 (Iowa 2006). If an agency has been clearly vested with the authority to make factual findings on a particular issue, then a reviewing court can only disturb those factual findings if they are "not supported by substantial evidence in the record before the court when that record is reviewed as a whole." Iowa Code § 17A.19(10)(*f*); *see also Meyer*, 710 N.W.2d at 218. This review is limited to the findings that were actually made by the agency and not other findings that the agency could have made. *Meyer*, 710 N.W.2d at 218.

When an agency has been clearly vested with the authority to make factual determinations, "it follows that application of the law to those facts is likewise 'vested by a provision of law in the discretion of the agency.'" *Mycogen Seeds v. Sands*, 686 N.W.2d 457, 465 (Iowa 2004) (quoting Iowa Code § 17A.19(10)(*f*)). When the application of law to fact has been clearly vested in the discretion of an agency, a reviewing court may only disturb the agency's application of the law to the facts of the particular case if that application is "irrational, illogical, or wholly unjustifiable." Iowa Code § 17A.19(10)(*m*); *see also Mycogen Seeds*, 686 N.W.2d at 465.

A reviewing court may also be asked to review an agency's interpretation of law. The level of deference afforded to an agency's interpretations of law depends on whether the authority to interpret that law has "clearly been vested by

a provision of law in the discretion of the agency." *Compare* Iowa Code § 17A.19(10)(*c*), *with id.* § 17A.19(10)(*l*). If the agency *has not* been clearly vested with the authority to interpret a provision of law, such as a statute, then the reviewing court must reverse the agency's interpretation if it is erroneous. *Id.* § 17A.19(10)(*c*). If the agency *has* been clearly vested with the authority to interpret a statute, then a court may only disturb the interpretation if it is "irrational, illogical, or wholly unjustifiable." *Id.* § 17A.19(10)(*l*).

The level of deference owed to the workers' compensation commissioner's interpretations will be determined on a case-by-case basis. *Andover Volunteer Fire Dep't v. Grinnell Mut. Reins. Co.*, 787 N.W.2d 75, 80 n.3 (Iowa 2010). Thus, in determining the level of deference owed to the commissioner, the Court will not make "broad articulations of an agency's authority." *Renda v. Iowa Civil Rights Comm'n*, 784 N.W.2d 8, 14 (Iowa 2010). Instead, the Court will consider the agency's interpretive authority for each particular phrase under consideration. *Andover Volunteer Fire Dep't*, 787 N.W.2d at 80. It should be noted that the legislature did not require an agency be *expressly* vested with the authority to interpret a statute; instead, the legislature only required the interpretative authority be *clearly* vested in the agency. *Renda*, 784 N.W.2d at 11; *see also Swiss Colony, Inc. v. Deutmeyer*, 789 N.W.2d 129, 133 (Iowa 2010) ("In the absence of such an explicit grant of authority, we must determine whether the legislature,

nevertheless, 'clearly' vested the agency with the power to interpret the statute by implication."). When determining whether an agency has been clearly vested with the authority to interpret a provision of law:

> [w]e do not focus our inquiry on whether the agency does or does not have the broad authority to interpret the act as a whole. Instead, when determining whether the legislature has clearly vested the agency with authority to interpret, "each case requires a careful look at the specific language the agency has interpreted as well as the specific duties and authority given to the agency with respect to enforcing particular statutes."

Andover Volunteer Fire Dep't, 787 N.W.2d at 79–80 (quoting *Renda*, 784 N.W.2d at 13) (internal citation omitted).

When a term is not defined in a statute, but the agency must necessarily interpret the term in order to carry out its duties, the review court is more likely to conclude the power to interpret the term was clearly vested in the agency. *See Renda*, 784 N.W.2d at 12. This is especially true "when the statutory provision being interpreted is a substantive term within the special expertise of the agency."[3] *Id.* at 14. However, "[w]hen a term has an independent legal definition that is not

[3] The term "arising out of employment" … means there must be a "causal relationship between the employment and the injury." *Koehler Elec. V. Wills*, 608 N.W.2d 1, 3 (Iowa 2000). "Although we have attached a causation label to this element from time to time, it has a special definition in workers' compensation law." *Meyer v. IBP, Inc.*, 710 N.W.2d 213, 222 (Iowa 2006).

uniquely within the subject matter expertise of the agency," or when the language to be interpreted is "found in a statute other than the statute the agency has been tasked with enforcing," a review court is less likely to conclude that the agency has been clearly vested with the authority to interpret that provision of the statute.[4] *Id.*

In the present case, and as noted by the district court, there is no real dispute between the parties as to the facts as found by the Commissioner. Rather, the dispute centers on the Commissioner's application of the law to the facts. Because of this, a review of the Commissioner's findings regarding the nature of the injury is necessary to resolve the "arising out of" conclusion. *See Lakeside Casino*, 743 N.W.2d at 173 (stating the "arising out of" question is a mixed question of low and fact."). The factual aspect "requires the commissioner to determine the operative events that gave rise to the injury" while the legal aspect is "whether the facts, as determined, support a conclusion that the injury arose out of … [the] employment." *Id.* (quoting *Meyer*, 710 N.W.2d 213, 218 (Iowa 2006)).

[4] *See* Arthur E. Bonfield, Amendments to Iowa Administrative Procedure Act (1998) Chapter 17A, Code of Iowa (House File 667 As Adopted) 70 (1998) ("[W]hen an agency is delegated discretion in applying a provision of law to specified facts the scope of review appropriately applied by courts must be deferential because the legislature decided that the agency expertness justifies vesting primary jurisdiction over that matter in the discretion of the agency rather than in the courts.")

Accordingly, Defendant/Respondent asserts that because "application of the workers' compensation law to the facts as found by the commissioner is clearly vested in the commissioner," *Lakeside Casino v. Blue*, 743 N.W.2d 169, 173 (Iowa 2007), the Commissioner's appeal decision in this case may be reversed only if it is not supported by substantial evidence and "only if it is irrational, illogical, or wholly unjustifiable." *See* Iowa Code § 17A.19(19)(f); *see also* Iowa Code § 17A.19(10)(m).

2. The Commissioner Correctly Applied the "Actual-Risk" Doctrine to Find Claimant's Injury Did Not Arise Out of His Employment with the City.

The Commissioner found that Mr. Driscoll received his Covid-19 vaccination in the course of his employment because he obtained the vaccine at a time and place where he was permitted by the employer to be. (D0005, Comm'r App. Dec., at p. 16 (02/14/2024) (internal citations omitted)). While that is in a technical sense true to the extent that the City had adopted a healthy workplace leave policy (modeled after the federal COVID relief program) which allowed City employees up to two hours of paid time off work in order to get a Covid-19 vaccine, Mr. Driscoll testified he did not use the healthy workplace leave policy when he received his vaccine and did not otherwise inform the employer prior to receiving the vaccination. (D0005, Hearing Tr., pp. 61:24–62:24 (10/18/2022)). Instead, Mr. Driscoll left work during his workday and never formally utilized the

healthy workplace leave policy or any other "paid time off" in order to obtain his vaccine.[5] (D0005, Hearing Tr., pp. 61:24–62:24 (10/18/2022)). That being said, even with a finding that Mr. Driscoll's vaccination (and the subsequent adverse reaction to the vaccination) was received in the course of his employment, Mr. Driscoll fails to show that his injuries arose out of his employment with the City.

The Commissioner correctly found that because Mr. Driscoll voluntarily received the vaccine and faced no adverse employment actions if he refused the vaccine, and because development of an adverse reaction to the vaccine was not a rational consequence or hazard connected with his employment, Mr. Driscoll failed to prove his injury arose out of his employment with the City of Cedar Rapids. (D0005, Comm'r App. Dec., at p. 21 (02/14/2024)). The Commissioner's decision was not irrational, illogical, or wholly unjustifiable, and as a result, the Commissioner's appeal decision should be affirmed. The district court reached the same conclusion, finding that the Commissioner's application of facts to law was not irrational, illogical, or wholly unjustifiable. (District Court Order on Judicial Review, p. 8 (07/18/2024)).

[5] In that regard, Mr. Driscoll's assertion that the City *did* provide a financial incentive in the form of paid time off misses the mark based on the facts of this case.

"Injuries that occur in the course of employment or on the employer's premises do not necessarily arise out of that employment." *Miedema v. Dial Corp*., 551 N.W.2d 309, 311 (Iowa 1996). An injury arises out of employment when a causal relationship exists between the injury and the employment. *Id.* The injury must be a rational consequence of a hazard connected with the employment and not merely incidental to the employment. *Koehler Elec. V. Wills*, 608 N.W.2d 1,3 (Iowa 2000); *Miedema*, 551 N.W.2d at 311. "[T]he injury must not have coincidentally occurred while at work, but must in some way be caused by or related to the working environment or the conditions of [the] employment." *Lakeside Casino v. Blue*, 743 N.W.2d 169, 174 (Iowa 2007) (internal citations omitted).

As the facts of this case show, Mr. Driscoll was not required, mandated, or otherwise coerced into receiving a Covid-19 vaccination in order to continue with his employment.[6] While it is undeniably true that City workers were allowed to utilize up to two hours of paid leave in order to leave work in order to receive the vaccine, there was no "financial incentive" or monetary inducement for workers to become vaccinated. To the contrary, as the Commissioner found, the opportunity

[6] As the Commissioner correctly noted, "if the vaccine had been mandated by the employer, claimant could establish it is a rational consequence, or hazard, between the adverse vaccine reaction and his employment." (D0005, Comm'r App. Dec., at p. 17 (02/14/2024) (citations omitted).

provided by the City for employees to obtain the vaccine was for the benefit and protection of the employee and the public generally, rather than for some benefit to the employer. (D0005, Comm'r App. Dec., at p. 20 (02/14/2024). Essentially, Mr. Driscoll's injury in this case coincidentally occurred while at a location the employer allowed him to be but was in no way caused by or related to the working environment or the conditions of his employment with the City. As such, the dictates of cases such as *Lakeside Casino v. Blue* require that the Commissioner's appeal decision be affirmed.

A. The Actual-Risk Doctrine, as Adopted by Iowa Courts, Supports the Commissioner's Decision.

As the Commissioner and the district court noted, Iowa has adopted what is called the actual-risk doctrine.[7] The principle behind the actual-risk doctrine is:

[7] Iowa's adoption of the actual-risk doctrine while rejecting the positional risk doctrine espoused by Professor Larson is a clear example of how Iowa workers' compensation law does not function in lock-step with Professor Larson's treatise. *See* Arthur Larson, The Positional-Risk Doctrine in Workers' Compensation, 4 Duke Law Journal 761 (1973) ("The purpose of this article is to show …. That there can and should be recognized a universal and pervading causal principle along the lines just described as the positional-risk doctrine in one category, it should logically extrapolate it to every type of neutral-risk case presenting the question of causal relation between the injury and the employment."). As such, the argument that Larson's "strong urging" test should control in this case despite no such indication from the state legislature in support of the same is without merit.

> If the nature of the employment exposes the employee to the risk of such an injury, the employee suffers an accidental injury arising out of and during the course of the employment. And it makes no difference that the risk was common to the general public on the day of the injury.

Hanson v. Reichelt, 452 N.W.2d 164, 168 (Iowa 1990).

In other words, under the actual-risk doctrine an injury is compensable as long as the employment subjected the claimant to the actual-risk that caused the injury. *Lakeside Casino v. Blue*, 743 N.W.2d 169, 176 (Iowa 2007) (citing 1 Arthur Larson & Lex K. Larson, Larson's Workers' Compensation Law § 3.04, at 3–5 (2007)).

In applying the actual-risk doctrine in this case, the Commissioner found:

> Claimant concedes that the vaccine was not mandated by the employer. No federal or state law required claimant to secure the vaccine to complete his work duties. Claimant was free to continue his employment even if he did not receive the vaccine. If he had continued his employment without taking the vaccine, there would be no adverse reaction or injury. Claimant has not demonstrated that there was an actual risk of an adverse reaction to a Covid-19 vaccine during the regular course of his employment. Nothing about his work duties exposed him to an actual risk of such an adverse reaction. In language used by the Iowa Supreme Court, "The risk of [an adverse reaction to a Covid-10 vaccine] in this circumstance is in no way connected to nor increased by his employment with [the City of Cedar Rapids]." Miedema, 551 N.W.2d at 311. Only Mr. Driscoll's voluntary decision to take the vaccine exposed him to the risk.

(D0005, Comm'r App. Dec., at p. 17 (02/14/2024).

B. Iowa Has Not Adopted the "Strong Urging" Test.

While "Larson's treatise is highly respected and often relied upon throughout the country" the Commissioner rejected the "strong urging" test established by Larson as it relates to vaccination-related injuries. In doing so, Commissioner Cortese noted that "this section of Larson's treatise and analysis is not universally accepted or applied throughout the states." (D0005, Comm'r App. Dec., at p. 16 (02/14/2024). Nevertheless, the Commissioner specifically addressed the communications sent to Mr. Driscoll in the form of e-mails encouraging City employees to become vaccinated. Specifically, the Commissioner found:

> While I concur that [the City] urged, or encouraged, its employees to get vaccinated, I do not necessarily find defendant's efforts constitute "strong encouragement." Defendant could have offered a bonus to obtain the vaccine, offered pay raises to secure the vaccine, or undertaken many other actions if it intended to mandate, or strongly encourage, employees to take the vaccine. Ultimately, sending e-mails and newsletters touting the benefits of the vaccine, offering a location to secure the vaccine, but not mandating the vaccine and telling employees to consult their personal physician with any concerns or questions about the vaccine, does not constitute "strongly encouraging" employees to take the vaccine. Rather, I find defendant was attempting to protect its employees and was offering a timely and convenient way for its employees to secure the vaccine if

> they chose to do so. Defendant undertook an admirable voluntary program to benefit its employees.

(D0005, Comm'r App. Dec., at p. 14 (02/14/2024).

Moreover, "other courts have also rejected the strongly urged test created by Larson." (D0005, Comm'r App. Dec., at p. 20 (02/14/2024). Instead, the Commissioner applied a much more sensible analysis from *Smith v. Seamless Rubber Co.*, 150 A. 110 (Conn. 1930) and *King v. Arthur*, 96 S.E.2d 846, 849 (N.C. 1957) standing for the proposition that injuries sustained in the course of employment from vaccinations received not for the benefit of the employer, but primarily for the benefit and protection of the employee and the public generally, are not compensable injuries.

The Commissioner's decision to adopt the standards of *Smith* and *King* rather than the "strong urging" test from Larsons' treatise was in his view "consistent with existing Iowa law." The district court agreed, and noted that the actual-risk doctrine has been adopted by Iowa courts. (District Court Order on Judicial Review, p. 8 (07/18/2024)).

CONCLUSION

For the reasons set forth above, and based on the record and controlling law, the City of Cedar Rapids respectfully requests that the Supreme Court affirm the decision of the Iowa District Court and the Iowa Workers' Compensation Commissioner. The record demonstrates that:

- The City did not require, mandate, or coerce employees to receive the COVID-19 vaccine, nor did it provide the vaccine or control the conditions under which it was administered.
- The City's communications regarding vaccination were consistent with public health guidance and did not rise to the level of "strong urging" or compulsion as contemplated by Larson's treatise or Iowa precedent.
- The vaccination was voluntary, administered by a third-party provider, and not a condition of employment or performed on City premises.
- There is no substantial evidence of a causal connection between the City's actions and Claimant's decision to receive the vaccine, nor any mutual benefit to the City beyond the general public health interest shared by all employers and the community at large.
- The Commissioner and District Court correctly applied Iowa law in determining that Claimant's injury did not arise out of and in the course of employment.

Accordingly, the City respectfully requests that the Supreme Court affirm the agency and district court decisions, and deny Claimant's request for workers' compensation benefits.

REQUEST FOR NONORAL SUBMISSION

Appellee believes that oral arguments are not required for this appeal given that the issue involves the application of well-established legal principles to Appellant's receipt of a voluntary, non-mandated vaccine.

Respectfully submitted,

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CERTIFICATE OF ELECTRONIC FILING AND SERVICE

I certify that on October 17, 2025, I electronically filed this brief with the Clerk of the Supreme Court using the Iowa Electronic Document Management System, which will send notification of electronic filing to all counsel of record.

By: 

_____ 10/17/2025

Jason P. Wiltfang Date

CERTIFICATE OF COMPLIANCE WITH TYPEFACE REQUIREMENTS

This brief complies with the typeface requirements and type-volume limitation of Iowa Rs. App. P. 6.903(1)(d) and 6.903(1)(g)(1) because it has been prepared in a proportionally spaced typeface using Times New Roman font in Microsoft Word in 14-point and contains approximately 4,500 words, excluding the parts of the brief exempted by Iowa R. App. P. 6.903(1)(g)(1).

By: 

_____ 10/17/2025

Jason P. Wiltfang Date