

ALASKA WORKERS' COMPENSATION BOARD



P.O. Box 115512

Juneau, Alaska 99811-5512

IN THE MATTER OF THE PETITION)	
FOR A FINDING OF FAILURE TO)	FINAL DECISION AND ORDER
INSURE WORKERS' COMPENSATION)	
LIABILITY, AND ASSESSMENT)	AWCB Case No. 700004433
OF A CIVIL PENALTY AGAINST)	
)	AWCB Decision No. 14- 0103
JOHN W. ROBERTS,)	
d/b/a K SUPPLY COMPANY,)	Filed with AWCB Fairbanks, Alaska
Employer.)	on July 30, 2014
)	
)	

The Division of Workers' Compensation, Special Investigations Unit's ("SIU") July 17, 2013 Petition for Failure to Insure Workers' Compensation Liability and for Assessment of a Civil Penalty was heard in Fairbanks, Alaska on June 19, 2014. The hearing date was selected on April 30, 2014. Investigator Wayne Harger represented the SIU and testified. John Roberts represented K Supply Company (Employer) and testified. The record closed at the hearing's conclusion, on June 19, 2014.

ISSUES

The SIU contends Employer operated its business using employee labor without maintaining workers' compensation insurance and a civil penalty should be assessed. Employer does not dispute these contentions, but requests mitigating factors be considered in determining an appropriate penalty amount.

Should Employer be assessed a civil penalty for failure to insure for purposes of workers' compensation liability, and if so, in what amount?

FINDINGS OF FACT

The following facts and factual conclusions are either undisputed or established by a preponderance of the evidence:

- 1) On October 1, 1970, John Roberts opened K Supply Company in Fairbanks, Alaska, operating as a sole proprietorship. K Supply Company has operated continuously since that time. Employer operates as a retail store selling plumbing and heating accessories and supplies. Employer opened a second store in Anchorage, but closed that store on September 1, 2012. Employer continues to operate its Fairbanks store. (SIU's Notice of Evidence, June 3, 2014, at Exhibits 1-5; Harger).
- 2) On September 15, 2009, *In re: John Roberts d/b/a K Supply Co.*, AWCB Decision No. 09-0152 (September 15, 2009) (*Roberts I*) issued, finding Employer was uninsured for purposes of workers' compensation from December 8, 2005 to September 25, 2007, and assessing a civil penalty of \$19,551.00. (*Roberts I*).
- 3) On June 18, 2010, the board approved a stipulated penalty payment schedule. Employer was ordered to make 97 monthly payments of \$200.00 beginning August 1, 2010 and one final payment of \$151.00. (Stipulation/Penalty Payment Schedule, June 18, 2010).
- 4) On April 5, 2011, Commerce and Industry Insurance Company cancelled Employer's workers' compensation policy WC009798293 for nonpayment of premium and did not reinstate the policy. (Proof of Coverage Inquiry, Ex. 8 to SIU's Notice of Evidence, June 3, 2014).
- 5) On June 23, 2012, Alaska National Insurance Company's workers' compensation policy 11FWW82236 for Employer expired and was not renewed. (*Id.*).
- 6) On March 28, 2013, Employer obtained insurance through Travelers Property Casualty Company of America. The annual premium charged for this policy is \$1,263.00. (Ex. 19 to SIU's Notice of Evidence, June 3, 2014).
- 7) On July 17, 2013, the SIU filed a petition for finding of failure to insure and for assessment of civil penalty against Employer. (SIU Petition, July 17, 2013).
- 8) On July 17, 2013, the SIU served a copy of the petition, along with a discovery demand requesting Employer provide to SIU all documentation related to Employer's workers'

compensation policies, financial statements, and employee records within 30 days. (Discovery Demand, Affidavit of Service, July 17, 2013).

9) On February 3, 2014, Employer provided payroll information for 2012 and 2013. (Harger; SIU's Notice of Evidence, June 3, 2014).

10) On February 19, 2014, Employer provided payroll information for 2011. (*Id.*)

11) Employer was in violation of AS 23.30.075 from April 5, 2011 to June 23, 2011, a period of 79 calendar days. (*Id.*)

12) Employer was in violation of AS 23.30.075 from June 23, 2012 to March 28, 2013, a period of 278 calendar days. (*Id.*)

13) During the lapse period, employees worked 4,535 hours for Employer, which calculates to 567 employee workdays, per 8 AAC 45.176(e)(2). (*Id.*)

14) The daily pro-rated premium for the most recent policy is \$3.46 per day. (*Id.*)

15) There have been no reports of occupational illness or injury for Employer during the two lapse periods. (*Id.*)

16) John Roberts submitted Employer's 2012 tax return, which showed financial profits totaling \$30,385.001. (Employer Tax Return, 2012).

17) John Roberts testified K-Supply is a multi-faceted business that engages in a variety of sales enterprises, including plumbing supply sales and occasional motor vehicles sales. Mr. Roberts' employees "do everything." He denied he is a "retail" seller of plumbing supplies because he sells directly to Eielson Air Force Base. Mr. Roberts testified extensively about the changing dynamics of his business operations. The business has struggled financially in recent years as a result of increasing heating costs and he was forced to close the Anchorage store. Mr. Roberts stated: "Our business is in for major changes. Competition is tough." Many of his former customers can now buy plumbing supplies, such as hot water tanks, cheaper from Lowe's. He also explained, the car market is "very soft." Even though the North Slope business is "coming back" and "real busy," Mr. Roberts explained "the Slope does its business with Anchorage [suppliers]." Although Mr. Roberts formerly employed between three to six employees, he experienced a "big reduction on the workforce," and now just employs one salesman and one bookkeeper. With respect to his former lapses, Mr. Roberts acknowledged "communications was a problem." He had several bookkeepers. At one point, one of his

bookkeeper's pet was sick and later another one was having marital problems and "slipped a little bit." (Roberts).

18) When asked why he had not made any payments in AWCB Case No. 700002460, Mr. Roberts testified, "Because I didn't have any money." (*Id.*).

19) When asked what he believed Employer could reasonably pay for a penalty, he testified, "\$1,000.00." (*Id.*).

20) When asked to compare his 2012 sales to sales for 2013 and 2014, he testified, 2013 sales "were still in decline," and 2014 is "better." (*Id.*).

21) Mr. Harger acknowledged K Supply's former insurance classification as a car dealership is an issue. The premium under this classification cost \$300.00 more per year as opposed to K Supply being classified as a retail sales operation and K Supply is a multi-faceted business operation. Mr. Roberts' employees "really didn't do auto dealer work." He also testified, "Mr. Roberts has definitely stepped-it-up more recently and is getting more involved in his business." (Harger).

22) Alaska Workers' Compensation Division Collections Officer Melinda Place credibly testified about Employer's failure to comply with the established payment plan in AWCB Case No. 700002460. Employer was ordered to make monthly payments of \$200.00 beginning in August 2010. Employer has made no payments toward the \$19,551.00 penalty and the collection of the civil penalty has been referred to the Department of Law. (Place; SIU's Documentary Evidence, June 3, 2014).

23) Mr. Harger, Mr. Roberts and Ms. Place testified credibly at the June 19, 2014 hearing. (Experience, judgment, observations and inferences drawn from the above).

24) Mr. Roberts' business provides a unique service to the Fairbanks community. (Experience, judgment and observations).

PRINCIPLES OF LAW

The board may base its decision not only on direct testimony and other tangible evidence, but also on the board's "experience, judgment, observations, unique or peculiar facts of the case, and inferences drawn from all of the above." *Fairbanks North Star Borough v. Rogers & Babler*, 747 P.2d 528, 533-34 (Alaska 1987).

AS 23.30.001. Intent of the legislature and construction of chapter. It is the intent of the legislature that

(1) this chapter be interpreted ... to ensure ... quick, efficient, fair, and predictable delivery of indemnity and medical benefits to injured workers at a reasonable cost to ... Employers....

AS 23.30.075. Employer's liability to pay.

(a) An Employer under this chapter, unless exempted, shall either insure and keep insured for the Employer's liability under this chapter in an insurance company or association ... or shall furnish the board satisfactory proof of the Employer's financial ability to pay directly the compensation provided for....

(b) If an employer fails to insure and keep insured employees subject to this chapter or fails to obtain a certificate of self-insurance from the board, upon conviction the court shall impose a fine of \$10,000 and may impose a sentence of imprisonment for not more than one year.... If an employer is a corporation, all persons who, at the time of the injury or death, had authority to insure the corporation or apply for a certificate of self-insurance, and the person actively in charge of the business of the corporation shall be subject to the penalties prescribed in this subsection and shall be personally, jointly, and severally liable together with the corporation for the payment of all compensation or other benefits in which the corporation is liable under this chapter if the corporation at that time is not insured or qualified as a self-insurer.

When an employer is subject to the requirement of AS 23.30.075 and fails to comply, the board may assess a civil penalty. Since the November 7, 2005 effective date of the 2005 amendments to the Alaska Workers' Compensation Act (Act), when an employer subject to the requirements of AS 23.30.075 fails to insure, the law grants the board discretion to assess a civil penalty of up to \$1,000.00 for each employee, for each day an employee is employed while the employer fails to insure. Alaska's penalty provision at AS 23.30.080(f) is one of the highest in the nation. *See e.g., In re: Alaska Native Brotherhood #2*, AWCBC Decision No. 06-0113 (May 8, 2006). The statute's severity is a statement of policy that failure to insure for worker's compensation liability will not be tolerated in Alaska. The legislature has made its intentions clear: uninsured employers are subject to a severe penalty when employees are permitted to work without coverage for workers' compensation liability in place. *See* Committee Minutes from March 10,

2005, SB 130, before the Senate Labor and Commerce Committee, testimony of Director of Workers' Compensation Paul Lisanke, beginning at 1:47:55 PM.

AS 23.30.080 Employer's failure to insure.

....

(f) If an employer fails to insure or provide security as required by AS 23.30.075, the division may petition the board to assess a civil penalty of up to \$1,000.00 for each employee for each day an employee is employed while the employer failed to insure or provide the security required by AS 23.30.075. The failure of an employer to file evidence of compliance as required by AS 23.30.085 creates a rebuttable presumption that the employer failed to insure or provide security as required by AS 23.30.075.

In assessing an appropriate civil penalty, consideration is given to a number of factors to determine whether an uninsured employer's conduct, or the impact of that conduct, aggravates or mitigates its offense. A penalty is assessed based on the unique circumstances arising in each case. The primary goal of a penalty under AS 23.30.080(f) is not to be unreasonably punitive, but rather to bring the employer into compliance, deter future lapses, ensure the continued employment of the business' employees in a safe work environment, and to satisfy the community's interest in fairly penalizing the offender. *Alaska R & C Communications, LLC v. State of Alaska, Division of Workers' Compensation*, Alaska Workers' Compensation Appeals Commission, AWCAC Decision No. 88 (September 16, 2008). A penalty is not intended to destroy a business or cause the loss of employment. *Alaska R&C Communications*, at 27. The statute permits assessment of "a civil penalty of up to \$1,000 per day of employment per uninsured employee when an employer is uninsured." Based upon this specific statutory language and AS 23.30.135(a), discretion is granted to assess an appropriate civil penalty considering the specific facts of each case, and the assessment may be between zero and \$1,000.00 per day per uninsured employee. Former decisions discuss a number of aggravating and mitigating factors considered in determining appropriate civil penalties under AS 23.30.080(f). Those factors include: number of days of uninsured employee labor, the size of the business, the record of injuries of the employer, both in general and during the uninsured period, the extent of employer's compliance with the Act, the diligence exercised in remedying the failure to insure, the clarity of notice of insurance cancellation, employer's compliance with the investigation and remedial requirements, the risk of employer's workplace, the impact of the

penalty on employer's ability to continue to conduct business, the impact of the penalty on the employees, the impact of the penalty on employer's community, whether employer acted in blatant disregard for the statutory requirements, whether employer properly accepted service of the SIU's petition, whether employer violated a stop order, and credibility of employer's promises to correct its behavior. Based on these factors, a wide range of penalties have been found reasonable based on the specific circumstances of the violation. *See, e.g., In re: St. Lawrence Assisted Living Home, Inc.*, AWCB Decision No. 10-170 (October 12, 2010). In many cases, the penalty was twice the estimated premium the employer would have paid if insured. *See, e.g. In re: Swayback, Inc.* AWCB Decision No. 12-0050 (March 9, 2012). These factors are codified in 8 AAC 45.176, effective February 28, 2010.

AS 23.30.085. Duty of employer to file evidence of compliance.

(a) An employer subject to this chapter, unless exempted, shall initially file evidence of compliance with the insurance provisions of this chapter with the division, in the form prescribed by the director. The employer shall also give evidence of compliance within 10 days after the termination of the employer's insurance by expiration or cancellation. These requirements do not apply to an employer who has certification from the board of the employer's financial ability to pay compensation directly without insurance.

(b) If an employer fails, refuses, or neglects to comply with the provision of this section, the employer shall be subject to the penalties provided in AS 23.30.070....

The law requires employers to file evidence of compliance with the workers' compensation insurance requirements.

AS 23.30.240. Officers of corporations, municipal corporations, and nonprofit corporations and members of limited liability companies as employees.

....

(b) Except as provided in this subsection, a member of a limited liability company organized under AS 10.50 is not an employee of the company under this chapter. Notwithstanding any other provision of this chapter, a limited liability company may bring a member of the company within the coverage of the company's insurance contract by specifically including the member in the contract of insurance. The election to bring the member within the company's coverage continues in force for the period the contract of insurance is in effect. During that

period, a member brought within the coverage of the insurance contract is an employee of the company under this chapter.

AS 23.30.255. Penalty for failure to pay compensation.

(a) An employer required to secure the payment of compensation under this chapter who fails to do so is guilty of a class B felony if the amount involved exceeds \$25,000 or a class C felony if the amount involved is \$25,000 or less. If the employer is a corporation, its president, secretary, and treasurer are also severally liable to the fine or imprisonment imposed for the failure of the corporation to secure the payment of compensation. The president, secretary, and treasurer are severally personally liable, jointly with the corporation, for the compensation or other benefit which accrues under this chapter in respect to an injury which happens to an employee of the corporation while it has failed to secure the payment of compensation as required by AS 23.30.075.

AS 23.30.395. Definitions.

In this chapter,

....

(20) “employer” means the state or its political subdivision or a person employing one or more persons in connection with a business or industry coming within the scope of this chapter and carried on in this state;

8 AAC 45.176. Failure to provide security: assessment of civil penalties.

(a) If the board finds an employer to have failed to provide security as required by AS 23.30.075, the employer is subject to a civil penalty under AS 23.30.080(f), determined as follows:

....

(3) if an employer has not previously violated AS 23.30.075, and is found to have no more than three aggravating factors, the employer will be assessed a civil penalty of no less than \$10 and no more than \$50 per uninsured employee workday; however, the civil penalty may not be less than two times the premium the employer would have paid had the employer complied with AS 23.30.075; without a board hearing, if an employer agrees to a stipulation of facts and executes a confession of judgment without action, the employer will be given a 25 percent discount of the assessed civil penalty; however, the discounted amount may not be less than any civil penalty that would be assessed under (2) of this subsection;

(4) if an employer is found to have no more than six aggravating factors, the employer will be assessed a civil penalty of no less than \$51 and no more than \$499 per uninsured employee workday; however, the civil penalty may not be less than two times the premium the employer would have paid had the employer complied with AS23.30.075 ...

....

(d) For the purposes of this section, “aggravating factors” include

(1) failure to obtain workers’ compensation insurance within 10 days after the division’s notification of a lack of workers’ compensation insurance;

(2) failure to maintain workers’ compensation insurance after previous notification by the division of a lack of coverage;

(3) a violation of AS 23.30.075 that exceeds 180 calendar days;

(4) previous violations of AS 23.30.075;

(5) issuance of a stop order by the board under AS 23.30.080(d), or the director under AS 23.30.080(e);

(6) violation of a stop order issued by the board under AS 23.30.080(d), or the director under AS 23.30.080(e);

(7) failure to comply with the division’s initial discovery demand within 30 days after the demand;

(8) failure to pay a penalty previously assessed by the board for violations of AS 23.30.075;

(9) failure to provide compensation or benefits payable under the Act to an uninsured injured employee;

(10) a history of injuries or deaths sustained by one or more employees while employer was in violation of AS 23.30.075;

(11) a history of injuries or deaths while the employer was insured under AS 23.30.075;

(12) failure to appear at a hearing before the board after receiving proper notice under AS 23.30.110;

(13) cancellation of a workers’ compensation insurance policy due to the employer’s failure to comply with the carrier’s requests or procedures;

(14) lapses in business practice that would be used by a reasonably diligent business person, including

(A) ignoring certified mail;

(B) failure to properly supervise employees; and

(C) failure to gain a familiarity with laws affecting the use of employee labor;

(15) receipt of government funding of any form to obtain workers' compensation coverage under AS 23.30.075, and failure to provide that coverage.

(e) In this section,

(1) "premium" means the current amount charged to the employer by a carrier for coverage under AS 23.30.075;

(2) "uninsured employee workday" means the total hours of employee labor utilized by the employer while in violation of AS 23.30.076 divided by eight.

However, the burden of proving the factors that the board must consider in assessing a penalty continue to rest on the SIU, because there is no presumption that a particular penalty within the range established by § .080(f) is appropriate. The SIU has the burden of production and persuasion on the facts and circumstances to support imposition of a particular penalty, including factors supporting an enhanced penalty; the employer has the burden of establishing the facts and circumstances that may be considered in excuse or mitigation of a penalty established by § .080(f). *Alaska R & C Communications*, at 22-23.

ANALYSIS

Should Employer be assessed a civil penalty for failure to insure for purposes of workers' compensation liability, and if so, in what amount?

Employer concedes it failed to provide workers' compensation liability insurance from April 5, 2011 to June 23, 2011 and from June 23, 2012 to March 28, 2013, violating AS 23.30.075. Employer acknowledges a penalty is appropriate, but requests mitigating factors be considered in assessing the penalty.

Five of the aggravating factors outlined in 8 AAC 45.176(d) apply to Employer. First, Employer was uninsured in violation of AS 23.30.075 for two periods, 79 and 278 days, totaling 357 days, which exceeds the 180 calendar days in 8 AAC 45.176(d)(3). Second, Employer previously violated AS 23.30.075, as evidenced by *Roberts I* and the board ordered payment plan in AWCB Case No. 700002460. 8 AAC 45.176(d)(4). Third, Employer has failed to comply with the payment plan as ordered in that case. As SIU presented at hearing, and as Collections Officer Melinda Place testified, Employer was ordered to make monthly payments of \$200.00 beginning in August 2010. Employer has not made a single payment on the \$19,551.00 penalty. 8 AAC 45.176(d)(8). Fourth, Employer did not timely respond to SIU's discovery demand. SIU served its petition and discovery demand on July 17, 2013 but Employer failed to provide any documentation until February 2014, six months later. 8 AAC 45.176(d)(7). Finally, Employer demonstrated lapses in business practice that would be used by a reasonably diligent business person, specifically failing to gain familiarity with laws affecting the use of employee labor, or ignoring those laws completely. Employer previously violated AS 23.30.075 and was fined a significant penalty for that violation, yet failed to put in place any business practices to prevent future violation. 8 AAC 45.176(d)(14)(C).

With five applicable aggravating factors, 8 AAC 45.176(a)(3) establishes a penalty of no less than \$51.00 and no more than \$499.00 per uninsured employee workday. Here, employees worked 4,535 hours, which equates to 567 employee work days. The regulation therefore mandates a penalty ranging from \$28,917.00 ($\51.00×567) to \$282,933.00 ($\499×567).

Regardless of the number of uninsured employee workdays, 8 AAC 45.176(a)(4) establishes a minimum penalty of two times the premium the employer would have paid had it been insured. Employer's annual premium for its most recent policy was \$1,263.00, or a prorated daily premium of \$3.46. The premium for the lapsed period would have been \$1,235.22 ($\3.46×268 calendar days). Twice that amount is \$2,470.44, which is the minimum penalty. Though several aggravating factors apply here, the panel is mindful of the intent behind civil penalties for violations of AS 23.30.075. The primary goal of a penalty under AS 23.30.080(f) is not to be unreasonably punitive, but rather to bring Employer into compliance, deter future lapses, ensure

the continued employment of the business' employees in a safe work environment, and to satisfy the community's interest in fairly penalizing the offender. *Alaska R & C Communications*. Further, a penalty is not intended to destroy a business or cause loss of employment. *Id.* Therefore, though the minimum penalty of \$28,917.00 will be ordered under 8 AAC 45.176(a)(3), all but \$2,470.44 will be suspended. Given the current financial status of the corporation, a lump sum payment may not be possible. However, because Employer has failed to comply with the established payment plan in its previous case, the panel is hesitant to allow an extended payment plan. Therefore, Employer will be ordered to make two monthly payments of \$1000.00, the first payment due on September 1, 2014, the second on October 1, 2014, and a final payment of \$470.44 due on November 1, 2014. If Employer fails to comply with this payment plan, the suspended portion will immediately become due.

Employer is advised this decision and order and instituted penalty amount is in addition to and does not supersede Employer's obligations under *Roberts I*, AWCB Case No. 700002460.

CONCLUSION OF LAW

Employer will be assessed a civil penalty of \$28,917.00 for failure to insure for purposes of workers' compensation insurance for the period April 5, 2011 to June 23, 2011, and June 23, 2012 to March 28, 2013, and \$26,446.56 of that amount will be suspended.

ORDER

- 1) SIU's July 17, 2013 Petition for Finding of Failure to Insure and for a Penalty is GRANTED.
- 2) At any time Employer has employees, it shall maintain workers' compensation insurance coverage in accord with AS 23.30.075, and shall file evidence of compliance in accord with AS 23.30.085.
- 3) Pursuant to AS 23.30.060(a) and AS 23.30.075(b), John Roberts is directly liable for any and all benefits payable under the Act for compensable injuries to employees during the uninsured periods from April 5, 2011 to June 23, 2011, and June 23, 2012 to March 28, 2013.
- 4) Pursuant to AS 23.30.080(f), Employer is assessed a civil penalty of \$28,917.00, of which \$26,446.56 is suspended. However, if Employer fails to fully comply with AS 23.30.075 or other provisions of the Act or fails to pay the unsuspended portion of the penalty as ordered below, the

entire suspended amount shall immediately become due. Under AS 23.30.080(g), the Director of the Division of Workers' Compensation may declare Employer in default.

5) Employer shall make an initial payment of \$1000.00 by September 1, 2014. Employer shall make an additional payment of \$1000.00 by October 1, 2014. Employer shall make a third and final payment of \$470.44 by November 1, 2014. Checks shall be paid to the Alaska Workers' Compensation Benefits Guaranty Fund and must reference AWCB Case Number 700004433 and AWCB Decision Number 14-0103, and be sent to the Alaska Department of Labor, Division of Workers' Compensation, Juneau Office, P.O. Box 25512, Juneau, Alaska 99802-5512.

6) If Employer fails to comply with the payment plan as ordered, the Director of the Division of Workers' Compensation may declare Employer in default, under AS 23.30.080(g).

7) SIU shall monitor Employer for compliance with AS 23.30.075 and AS 23.30.085, on a quarterly basis, for a period of no less than five years.

8) The Alaska Workers' Compensation Division's Collection Officer is ordered to prepare a proposed Liability Discharge Order within 30 days of Employer's full, timely, civil penalty payment as set forth in this decision and order. The proposed order will be addressed in accord with 8 AAC 45.130.

Dated in Fairbanks, Alaska on July 30, 2014.

ALASKA WORKERS' COMPENSATION BOARD

/s/ _____
Robert Vollmer, Designated Chair

/s/ _____
Sarah Lefebvre, Member

/s/ _____
Pat Vollendorf, Member

APPEAL PROCEDURES

This compensation order is a final decision and becomes effective when filed in the board's office, unless it is appealed. Any party in interest may file an appeal with the Alaska Workers' Compensation Appeals Commission within 30 days of the date this decision is filed. All parties before the board are parties to an appeal. If a request for reconsideration of this final decision is timely filed with the board, any proceedings to appeal must be instituted within 30 days after the reconsideration decision is mailed to the parties or within 30 days after the date the reconsideration request is considered denied because the board takes no action on reconsideration, whichever is earlier.

A party may appeal by filing with the Alaska Workers' Compensation Appeals Commission: (1) a signed notice of appeal specifying the board order appealed from; 2) a statement of the grounds for the appeal; and 3) proof of service of the notice and statement of grounds for appeal upon the Director of the Alaska Workers' Compensation Division and all parties. Any party may cross-appeal by filing with the Alaska Workers' Compensation Appeals Commission a signed notice of cross-appeal within 30 days after the board decision is filed or within 15 days after service of a notice of appeal, whichever is later. The notice of cross-appeal shall specify the board order appealed from and the grounds upon which the cross-appeal is taken. Whether appealing or cross-appealing, parties must meet all requirements of 8 AAC 57.070.

RECONSIDERATION

A party may ask the board to reconsider this decision by filing a petition for reconsideration under AS 44.62.540 and in accord with 8 AAC 45.050. The petition requesting reconsideration must be filed with the board within 15 days after delivery or mailing of this decision.

MODIFICATION

Within one year after the rejection of a claim, or within one year after the last payment of benefits under AS 23.30.180, 23.30.185, 23.30.190, 23.30.200, or 23.30.215, a party may ask the board to modify this decision under AS 23.30.130 by filing a petition in accord with 8 AAC 45.150 and 8 AAC 45.050.

In re: JOHN W. ROBERTS D/B/A K SUPPLY COMPANY

CERTIFICATION

I hereby certify the foregoing is a full, true and correct copy of the Final Decision and Order in the matter of K Supply Company and JOHN W. ROBERTS; Employer / respondents; Case No. 700004433; dated and filed in the Alaska Workers' Compensation Board's office in Fairbanks, Alaska, and served upon the parties on July 30, 2014.

/s/ _____
Darren Lawson, Office Assistant II