ALASKA WORKERS' COMPENSATION BOARD

P.O. Box 115512 **Juneau, Alaska 99811-5512**

SHENG YANG, Employee, Claimant, v. ANCHORAGE HILTON HOTEL, Employer, and FEDERAL INSURANCE COMPANY, Insurer, Defendants.	FINAL DECISION AND ORDER AWCB Case Nos. 201121569 & 201307249 AWCB Decision No. 15-0029 Filed with AWCB Anchorage, Alaska on March 11, 2015

Sheng Yang's August 19, 2013, and October 11, 2014 claims were heard February 17, 2015 in Anchorage, Alaska. This hearing date was selected on December 30, 2014. Sheng Yang (Employee) appeared, represented herself, and testified. Attorney Robert Griffin appeared and represented Anchorage Hilton Hotel and Federal Insurance Company (Employer). Jay Her appeared as a Hmong interpreter. Lara Williams, M.D. testified as a witness. The record closed at the hearing's conclusion on February 17, 2015.

ISSUES

Employee claimed she suffered two injuries while working for Employer. Employee claims repeated heavy lifting on November 17, 2012, caused vaginal bleeding and a subsequent vaginal prolapse. She contends she is entitled to temporary total disability (TTD), medical costs, penalty, and interest as a result. Employer contends Employee is not entitled to benefits because work was not the substantial cause of Employee's disability or need for medical treatment.

1. Is the November 17, 2012 work incident the substantial cause of Employee's disability or need for medical treatment?

Employee states she was injured when she slipped and fell at work on June 2, 2013, injuring her back, shoulders, and hip. She contends she is entitled to TTD, medical costs, transportation costs, penalty, and interest as a result. Employer admits Employee was injured in the fall, but contends it has paid all benefits for which it has received supporting documentation.

2 Is Employee entitled to further benefits as a result of the June 2, 2013 work injury?

FINDINGS OF FACT

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

1. In 2012 and 2013, Employee worked for Employer as a housekeeper. (Employee). Employee speaks Hmong, and her English is limited. (Observation).
2. On November 17, 2012, after lifting several heavy mattresses, Employee experienced vaginal bleeding. (Employee; Amended Claim, August 15, 2013).
3. On November 18, 2012, Employee went to the Providence Alaska Medical Center (PAMC) emergency room for vaginal pain and bleeding. Employee reported a "bubble of blood" would come out when she went from sitting to standing at work. This had been happening for about 2 weeks. She reported having 11 children, the last about 11 years before. She was diagnosed with a urinary tract infection and bacterial vaginosis, and was prescribed antibiotics. Because of a concern for cancer, she was referred to a gynecologist. (PAMC Emergency Department Notes, November 18, 2012). The emergency department notes do not state that work was the cause of Employee's infections. (Observation).
4. On November 29, 2012, Employee was seen for follow-up by Kathryn Mell, M.D., at the Providence Family Medicine Center (Providence Family). Dr. Mell noted normal appearing vagina and cervix, with no abnormalities, bleeding, or discharge. She diagnosed post-menopausal bleeding and a possible cervical malignancy. Employee was prescribed an antibiotic. (Providence Family, Progress Notes, November 29, 2012). Dr. Mell wrote a letter stating Employee could return to work immediately and asking that her past absences be

excused. (Dr. Mell, Letter, November 29, 2012). Neither the Providence Family progress notes nor Dr. Mell's letter identify the cause of Employee's vaginal condition. (Observation).

5. On December 13, 2012, Employee went to the emergency room at Alaska Regional Hospital (Alaska Regional) with abdominal pain. Employee reported the pain began four to five weeks earlier, and she felt like something "popped out" of her vagina. The pain was worse with lifting, and she had been unable to work because of it. She was diagnosed with vaginal wall prolapse and restricted from work until released. (Alaska Regional, Emergency Department Notes, December 13, 2012).
6. On January 2, 2013, Employee was seen by Andrea Wang, M.D. Employee reported incontinence and a vaginal bulge that became worse when lifting. Dr. Wang diagnosed uterovaginal prolapse, bleeding from vaginal abrasions, and incontinence, noting they were separate issues. (Dr. Wang, Chart Note, January 2, 2013). Dr. Wang did not identify the cause of Employee's prolapse, abrasions, or incontinence. (Observation).
7. On January 4, 2013, Dr. Wang released Employee to return to work without limitations. (Return to Work Certificate, January 4, 2013). In the release, Dr. Wang did not state the work incident was the cause of Employee's inability to work. (Observation).
8. On June 2, 2013, Employee slipped and fell on a wet concrete floor at work. (Employee; Claim, October 11, 2014).
9. After the fall on June 2, 2013, Employee went to the Alaska Regional emergency room. X-rays were normal, and she was diagnosed with contusions to her upper and lower back, both shoulders, and left hip. She was discharged with instructions not to work the next two days (i.e. June 3 and 4, 2013). (Alaska Regional, Emergency Department Notes, June 2, 3013).
10. Employee was not paid TTD for June 3 or June 4, 2013. (Employer representation).
11. Employee returned to work after the two days, but continued to experience pain. (Employee).
12. On June 24, 2013, a Monday, Employee returned to the Alaska Regional Hospital emergency room stating she had injured her left knee, thigh, and right him in a fall at work 22 days earlier, and work continued to cause leg and hip pain. X-rays were again normal. She was diagnosed with a muscle strain and taken off work for one week (i.e., June 24 through June

30, 2013). (Alaska Regional, Emergency Department Notes, June 24, 3013). Employer acknowledges this visit was due to Employee's slip and fall. (Employer Hearing Brief).

13. Employer paid Employee TTD for four days, June 27 through June 30, 2013; it did not pay Employee for the first three days of the absence, June 24 through June 26, 2013. (Compensation Report, July 5, 2013).
14. On June 26, 2013, Employee filed a claim seeking TTD, medical costs, penalty, and interest for the November 17, 2012 vaginal bleeding. The claim lists the date of injury as November 17, 2011. (Claim, June 25, 2013).
15. On August 19, 2013 Employee filed an amended claim. She sought the same benefits as in the June 26, 2013 claim, but amended the date of injury to November 17, 2012. (Amended Claim, August 15, 2013).
16. On September 2, 2013, Lara Williams, M.D., an obstetrician/gynecologist, performed an employers' medical evaluation (EME) in regard to the November 17, 2012 vaginal bleeding and subsequent prolapse. She reviewed Employee's medical records from November 19, 2012, November 29, 2012, December 13, 2013, and January 2, 2013, but did not examine Employee. Dr. Williams noted that Employee had been given several diagnoses: 1) bacterial vaginosis, urinary tract infection, and cervical bleeding; 2) postmenopausal bleeding and possible cervical malignancy; 3) vaginal wall prolapse; 4) uterovaginal prolapse, incontinence, and bleeding from a vaginal abrasion. Based on her review, the most likely diagnoses were bacterial vaginosis and uterovaginal prolapse. Dr. Williams stated the cause of the bacterial vaginosis was a bacterial infection which routinely occurs; work was not the cause. Dr. Williams also stated that work was not the cause of the uterovaginal prolapse; the substantial factors were Employee's age, the significant number of births, and the fact she was post-menopausal. She stated that while lifting or physical exertion might cause a prolapse to be more noticeable, they do not cause it to occur. (Dr. Williams, EME Report, September 2, 2013).
17. On September 6, 2013, Employer controverted all benefits related to the November 17, 2012 incident based on Dr. Williams' EME report. (Controversion, September 4, 2013).
18. On October 13, 2014, Employee filed a claim based on the June 2, 2013 slip and fall. She is seeking TTD from June 2, 2013 to the present, medical costs, transportation costs, and a penalty. (Claim, October 13, 2014).

19. On October 23, 2013, Employee signed releases, including medical releases. (Prehearing Conference Summary, October 23, 2013).
20. Employer received a $3,492.00 bill from Alaska Regional showing the services provided with treatment codes for Employee's June 2, 2013 visit. (Alaska Regional, Bill, August 7, 2013). It is unclear whether Employer received this bill directly from Employee or from Alaska Regional in response to the releases provided by Employee, and it is unclear when Employer received the bill. (Observation).
21. On October 30, 2014, Employer mailed a $3,492.00 check to Alaska Regional. (Check, with advice, October 30, 2014). For unknown reasons, the check was returned marked "return to sender." (Returned Envelope). Employer again mailed the check, and it was eventually cashed on January 8, 2015. (Employer Payment Printout, January 9, 2015).
22. Between the June 2, 2012 injury and the cashing of the check on January 8, 2015, Employee continued to receive monthly statements from Alaska Regional for both the June 2 and June 24, 2013 visits. (Alaska Regional Statements). While the statements indicate the total charges for the June 24, 2013 visit are $1,321.66, they do not indicate what services were provided or include treatment codes. (Alaska Regional Statements; Observation).
23. Because of the language difference, communication difficulties developed between the parties. (Observation). On two occasions, Employee wrote angry letters to Employer's attorney; the letters complained about Employer's failure to pay the Alaska Regional bills and disputed Employer's entitlement to medical records. (Employee letters, November 4, 2014 and January 21, 2015).
24. At hearing on February 17, 2015, Employer attempted to obtain a bill from Alaska Regional for June 24, 2013 showing services provided and treatment codes. Despite the release Employee had signed, Employer was informed Alaska Regional would not release the records or discuss the bill until authorized to do so by Employee. (Affidavit of Jeannie Tatum, January 20, 2015).
25. Dr. Williams testified work was not the substantial cause of Employee's bacterial vaginosis, urinary tract infection, vaginal bleeding, post-menopausal bleeding, incontinence, or uterovaginal prolapse. She explained the prolapse was caused by a weakening of the muscles in the vaginal wall; age, a substantial number of births, and hormonal changes after menopause all contribute to the weakening of the muscle. Dr. Williams stated studies have

shown that excessive lifting can contribute to prolapse, but not unless the other factors are present, and work was not the substantial cause. Dr. Williams stated that with Employee's risk factors, the prolapse would have happened whether Employee was working or not, although an existing prolapse may become more noticeable when lifting. (Dr. Williams).

26. Employer has accepted responsibility for the June 2, 2014 injury. It will pay for related treatment, including treatment on June 24, 2013, in accordance with the Alaska Fee Schedule, but it cannot do so until it receives a bill showing what treatment Employee received with the related treatment codes. (Employer Hearing Representation).
27. Employee testified she had been discriminated against at work. She stated that other ethnic groups had received better work assignments, and, when injured, Employer had accepted their claims while denying or delaying hers. (Employee).

PRINCIPLES OF LAW

> **AS 23.30.001. Intent of the legislature and construction of chapter.** It is the intent of the legislature that
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> (1) this chapter be interpreted so as to ensure the quick, efficient, fair, and predictable delivery of indemnity and medical benefits to injured workers at a reasonable cost to the employers who are subject to the provisions of this chapter;
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> (2) workers' compensation cases shall be decided on their merits except where otherwise provided by statute;
> . . .
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> (4) hearings in workers' compensation cases shall be impartial and fair to all parties and that all parties shall be afforded due process and an opportunity to be heard and for their arguments and evidence to be fairly considered.

The board may base its decision not only on direct testimony, medical findings, 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 23.30.010. Coverage.**
> (a) Except as provided in (b) of this section, compensation or benefits are payable under this chapter for disability or death or the need for medical treatment of an employee if the disability or death of the employee or the employee's need for medical treatment arose out of and in the course of the employment. To establish

a presumption under AS 23.30.120(a)(1) that the disability or death or the need for medical treatment arose out of and in the course of the employment, the employee must establish a causal link between the employment and the disability or death or the need for medical treatment. A presumption may be rebutted by a demonstration of substantial evidence that the death or disability or the need for medical treatment did not arise out of and in the course of the employment. When determining whether or not the death or disability or need for medical treatment arose out of and in the course of the employment, the board must evaluate the relative contribution of different causes of the disability or death or the need for medical treatment. Compensation or benefits under this chapter are payable for the disability or death or the need for medical treatment if, in relation to other causes, the employment is the substantial cause of the disability or death or need for medical treatment.

AS 23.30.095. Medical examinations.
(a) The employer shall furnish medical, surgical, and other attendance or treatment, nurse and hospital service, medicine, crutches, and apparatus for the period which the nature of the injury or the process of recovery requires, not exceeding two years from and after the date of injury to the employee. . . .

AS 23.30.097. Fees for medical treatment and services.
(a) All fees and other charges for medical treatment or service are subject to regulation by the board consistent with this section. A fee or other charge for medical treatment or service may not exceed the lowest of

(1) the usual, customary, and reasonable fees for the treatment or service in the community in which it is rendered, for treatment or service provided on or after December 31, 2010, not to exceed the fees or other charges as specified in a fee schedule established by the board and adopted by reference in regulation; the fee schedule must be based on statistically credible data, including charges for the most recent category I, II, and III medical services maintained by the American Medical Association and the Health Care Procedure Coding System for medical supplies, injections, emergency transportation, and other medically related services, and must result in a schedule that

(A) reflects the cost in the geographical area where services are provided; and

(B) is at the 90th percentile;

(2) the fee or charge for the treatment or service when provided to the general public; or

> (3) the fee or charge for the treatment or service negotiated by the provider and the employer under (c) of this section.
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> . . . .
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> (d) An employer shall pay an employee's bills for medical treatment under this chapter, excluding prescription charges or transportation for medical treatment, within 30 days after the date that the employer receives the provider's bill or a completed report as required by AS 23.30.095(c), whichever is later.
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> **AS 23.30.107. Release of information.**
> (a) Upon written request, an employee shall provide written authority to the employer, carrier, rehabilitation specialist, or reemployment benefits administrator to obtain medical and rehabilitation information relative to the employee's injury.
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> **AS 23.30.120. Presumptions.**
> (a) In a proceeding for the enforcement of a claim for compensation under this chapter it is presumed, in the absence of substantial evidence to the contrary, that
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> (1) the claim comes within the provisions of this chapter; . . . .

Under AS 23.30.120(a)(1), benefits sought by an injured worker are presumed to be compensable. *Meek v. Unocal Corp*., 914 P.2d 1276, 1279 (Alaska 1996). The presumption of compensability is applicable to any claim for compensation under the workers' compensation statute, including medical benefits. *Carter,* 818 P.2d at 665; *Meek*, 914 P.2d at 1279; *Moretz v. O'Neill Investigations,* 783 P.2d 764, 766 (Alaska 1989); *Olson v. AIC/Martin J.V.*, 818 P.2d 669, 675 (Alaska 1991).

Application of the presumption involves a three-step analysis. To attach the presumption of compensability, an employee must first establish a "preliminary link" between his or her injury and the employment. *See, e.g., Tolbert v. Alascom, Inc*., 973 P.2d 603, 610 (Alaska 1999). Medical evidence may be needed to attach the presumption of compensability in a complex medical case. *Burgess Constr. v. Smallwood*, 623 P.2d 312, 316 (Alaska 1981). However, an employee "need not present substantial evidence that his or her employment was a substantial cause of his disability." *Fox v. Alascom, Inc.*, 718 P.2d 977, 984 (Alaska 1986) "In making the preliminary link determination, the Board may not concern itself with the witnesses' credibility." *Excursion Inlet Packing Co. v. Ugale*, 92 P.3d 413, 417 (Alaska 2004).

If the employee establishes the preliminary link, then the employer can rebut the presumption by presenting substantial evidence that demonstrates that a cause other than employment played a greater role in causing the disability or need for medical treatment or by substantial evidence that employment was not the substantial cause. *Runstrom v. Alaska Native Medical Center*, AWCAC Decision No. 150 (Mar. 25, 2011) at 7); *Atwater Burns Inc. v. Huit*, AWCAS Decision No. 191 (March 18, 2014). Substantial evidence is "such relevant evidence as a reasonable mind might accept as adequate to support a conclusion." *Fireman's Fund Am. Ins. Companies v. Gomes*, 544 P.2d 1013, 1015 (Alaska 1976). The determination of whether evidence rises to the level of substantial is a legal question. *Id*. Because the employer's evidence is considered by itself and not weighed at this step, credibility is not examined at this point. *Veco, Inc. v. Wolfer*, 693 P.2d 865, 869-870 (Alaska 1985).

If the presumption is raised and not rebutted, the claimant need produce no further evidence and prevails solely on the raised but un-rebutted presumption. *Williams v. State*, 938 P.2d 1065 (Alaska 1997). "If the employer rebuts the presumption, it drops out, and the employee must prove, by a preponderance of the evidence, that in relation to other causes, employment was the substantial cause of the disability, need for medical treatment, etc. Should the employee meet this burden, compensation or benefits are payable." *Runstrom* at 8.

> **AS 23.30.122. Credibility of witnesses**. The board has the sole power to determine the credibility of a witness. A finding by the board concerning the weight to be accorded a witness's testimony, including medical testimony and reports, is conclusive even if the evidence is conflicting or susceptible to contrary conclusions. The findings of the board are subject to the same standard of review as a jury's finding in a civil action.

The board's finding of credibility "is binding for any review of the Board's factual findings." *Smith v. CSK Auto, Inc.*, 204 P.3d 1001, 1008 (Alaska 2009). The board has the sole power to determine witness credibility, and its findings about weight are conclusive even if the evidence is conflicting. *See, e.g*., *Harnish Group, Inc. v. Moore*, 160 P.3d 146, 153 (Alaska 2007); *Thoeni v. Consumer Electronic Services*, 151 P.3d 1249, 1253 (Alaska 2007); *Municipality of Anchorage v. Devon*, 124 P.3d 424, 431 (Alaska 2005). The board has the sole discretion to determine the

weight of the medical testimony and reports. When doctors' opinions disagree, the board determines which has greater credibility. *Moore v. Afognak Native Corp.*, AWCAC Decision No. 087 (August 25, 2008) at 11.

> **AS 23.30.150. Commencement of compensation.**
> Compensation may not be allowed for the first three days of the disability, except the benefits provided for in AS 23.30.09; if, however, the injury results in disability of more than 28 days, compensation shall be allowed from the date of the disability.

The three day waiting period of AS 23.30.150 is applied once for each injury; it is not applied repeatedly when an employee has multiple periods of disability as a result of the same injury. *See, e.g., Ibale v. State*, AWCB Decision No. 14-0062 (May 1, 2014).

> **AS 23.30.155. Payment of compensation**
> (a) Compensation under this chapter shall be paid periodically, promptly, and directly to the person entitled to it, without an award, except where liability to pay compensation is controverted by the employer. To controvert a claim, the employer must file a notice, on a form prescribed by the director, ...

> **AS 23.30.185. Compensation for temporary total disability.**
> In case of disability total in character but temporary in quality, 80 percent of the injured employee's spendable weekly wages shall be paid to the employee during the continuance of the disability. Temporary total disability benefits may not be paid for any period of disability occurring after the date of medical stability.

> **8 AAC 45.142. Interest.**
> (a) If compensation is not paid when due, interest must be paid at the rate established in AS 45.45.010 for an injury that occurred before July 1, 2000, and at the rate established in AS 09.30.070(a) for an injury that occurred on or after July 1, 2000. If more than one installment of compensation is past due, interest must be paid from the date each installment of compensation was due, until paid. If compensation for a past period is paid under an order issued by the board, interest on the compensation awarded must be paid from the due date of each unpaid installment of compensation.
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> (b) The employer shall pay the interest
> (1) on late-paid time-loss compensation to the employee or, if deceased, to the employee's beneficiary or estate;
> . . . .

(3) on late-paid medical benefits to

(A) the employee or, if deceased, to the employee's beneficiary or estate, if the employee has paid the provider or the medical benefits;

(B) to an insurer, trust, organization, or government agency, if the insurer, trust, organization, or government agency has paid the provider of the medical benefits; or

(C) to the provider if the medical benefits have not been paid.

AS 23.30.395. Definitions.
In this chapter,
. . . .

(16) "disability" means incapacity because of injury to earn the wages which the employee was receiving at the time of injury in the same or any other employment;

ANALYSIS

1. Is the November 17, 2012 work incident the substantial cause of Employee's disability or need for medical treatment?

Employee contends the work injury was the substantial cause of her disability and need for medical treatment. This is a factual question to which the presumption of compensability applies. Employee needed only "some," or "minimal," relevant evidence to raise the presumption. In determining whether the presumption is met, credibility is not considered nor is evidence weighed against competing evidence. Whether work is the cause of vaginal prolapse or vaginal bleeding is a complex medical question, and medical evidence is needed to establish the link. In a case such as this, the fact that Employee first noticed bleeding at work is not enough to suggest work is the cause. Here, no doctor has offered even a tentative connection between either the vaginal bleeding or the vaginal prolapse and Employee's work. Employee failed to raise the presumption that employment was the substantial cause of her vaginal bleeding or prolapse.

However, even if Employee had raised the presumption, Employer would have successfully rebutted it through Dr. Williams's September 2, 2013 EME report and testimony. Because Employer would have rebutted the presumption, Employee would have had to prove by a preponderance of the evidence that the November 17, 2012 work incident was the substantial

cause of her disability or need for medical treatment. She did not do so. Dr. Williams's report is the only clear evidence on causation; it is persuasive evidence that work was not the substantial cause.

Because Employee failed to show that the November 17, 2012 incident was the substantial cause of her disability or need for medical treatment, she is not entitled to any benefits under the Act, and her claim must be denied.

2 Is Employee entitled to further benefits as a result of the June 2, 2013 work injury?

Because Employer admits the June 2, 2013 injury was compensable, and Employee is entitled to benefits, the issue becomes whether Employee is entitled to benefits in addition to those which have already been paid. In her October 13, 2014 claim, Employee sought TTD from June 2, 2013 to the present, medical costs, transportation costs, and a penalty. Each will be examined.

a) TTD:

Employee was taken off work for nine days as a result of the June 2, 2013 work injury: two days on June 2, and seven days on June 24, 2013. (Findings of Fact 9 and 11). There is no medical evidence of further disability. Because Employee was disabled less than 28 days, under AS 23.30.150, she is not entitled to TTD for the first three days of the disability. However, it appears Employer applied the "three-day rule" twice in this case. Employee was not paid TTD for June 3 or 4, 2013, presumably because she did not exceed three days of disability. However, Employer's July 5, 2013 compensation report states she was paid for June 27 through 30, 2013; she was not paid TTD for the first three days of the June 24 to June 30, 2013 period, or June 24 through 26, 2013. Of the nine days she was disabled, she is entitled to TTD for six days. Employer paid Employee for four days of disability; she is entitled to two additional days TTD as a result of the June 2, 2013 work injury.

b) Medical Costs:

Alaska Regional's bill for June 2, 2013 was $3,492.00, which Employer has paid. What remains at issue is payment for treatment Employee received on June 24, 2013. Employer does not dispute that it may be responsible for at least some of Employee's treatment on June 24, but

contends it is only obligated to pay for treatment resulting from the June 2 injury in accordance with the Alaska Fee Schedule. It has not received a bill identifying what treatment Employee received, or allowing it to determine the amount allowed by the fee schedule for that treatment.

It is unclear why Alaska Regional will not provide the information given Employee has signed a release, but it seems likely it is a result of communication difficulties due to Employee's limited English. To resolve the matter, Employer will be ordered to draft a new medical release requesting all of Employee's records related to her June 2, 2013 and June 24, 2013 visits to Alaska Regional, including billing information that identifies the services provided as well as treatment codes. The release shall also include a prominent provision that withdraws any earlier instruction that records not be released to Employer. Employee will be ordered to sign the release. Should Alaska Regional decline to release the records, Employer will be ordered to request a subpoena from the board.

c) Interest:

Under 8 AAC 45.142, interest on late paid benefits is mandatory. This decision has held Employee was entitled to two additional days TTD for the period from June 24 through June 30, 2013. Employee is entitled to interest from the date the TTD should have been paid until the date it is paid pursuant to this decision.

d) Penalty:

Employee did not identify any legal basis under which Employer could be assessed a penalty, and none is apparent. Employee's claim for a penalty will be denied.

CONCLUSIONS OF LAW

1. The November 17, 2012 work incident is not the substantial cause of Employee's disability or need for medical treatment.

2 Employee is entitled to further TTD, possible medical benefits, and interest as a result of the June 2, 2013 work injury.

ORDER

1. Employee's June 25, 2013, claim, as amended, seeking benefits for the November 17, 2012 work incident is denied.

2. Employee's October 13, 2014, claim for TTD from June 2, 2013 to the present is granted in part. Employer is ordered to pay Employee two additional days TTD for the period from June 24 through June 30, 2014.

3. Employee's October 13, 2014, claim for further medical costs is granted. Employer is ordered to prepare a medical release requesting all of Employee's records related to her June 2, 2013 and June 24, 2013 visits to Alaska Regional, including billing information that identifies the services provided as well as treatment codes. The release shall also include a prominent provision that withdraws any earlier instruction that records not be released to Employer. Employee is ordered to sign the release. Should Alaska Regional not provide the records, Employer is ordered to request a subpoena from the board. Employer is ordered to pay any unpaid medical bills related to Employee's June 2, 2013 slip and fall in accordance with the Act.

4. Employee's October 13, 2014, claim for interest is granted. Employer is ordered to pay Employee interest on the TTD ordered in this decision in accordance with 8 AAC 45.142.

5. Employee's October 13, 2014, claim for penalty is denied.

Dated in Anchorage, Alaska on March 11, 2015.

ALASKA WORKERS' COMPENSATION BOARD

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Ronald P. Ringel, Designated Chair

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Pamela Cline, Member

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Michael O'Connor, Member

If compensation is payable under terms of this decision, it is due on the date of issue. A penalty of 25 percent will accrue if not paid within 14 days of the due date, unless an interlocutory order staying payment is obtained in the Alaska Workers' Compensation Appeals Commission.
If compensation awarded is not paid within 30 days of this decision, the person to whom the awarded compensation is payable may, within one year after the default of payment, request from the board a supplementary order declaring the amount of the default.

APPEAL PROCEDURES

This compensation order is a final decision. It becomes effective when filed in the office of the board unless proceedings to appeal it are instituted. Effective November 7, 2005 proceedings to appeal must be instituted in the Alaska Workers' Compensation Appeals Commission within 30 days of the filing of this decision and be brought by a party in interest against the boards and all other parties to the proceedings before the board. 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 due to the absence of any action on the reconsideration request, whichever is earlier. AS 23.30.127.

An appeal may be initiated by filing with the office of the Appeals Commission: 1) a signed notice of appeal specifying the board order appealed from and 2) a statement of the grounds upon which the appeal is taken. A cross-appeal may be initiated by filing with the office of the 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 ground upon which the cross-appeal is taken. AS 23.30.128.

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.

CERTIFICATION

I hereby certify the foregoing is a full, true and correct copy of the Final Decision and Order in the matter of SHENG YANG, employee / claimant; v. ANCHORAGE HILTON HOTEL, employer; FEDERAL INSURANCE COMPANY, insurer / defendants; Case Nos. 201121569 and 201307249; dated and filed in the Alaska Workers' Compensation Board's office in Anchorage, Alaska, and served on the parties on March 11, 2015.

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Cassandra Lederhos, Office Assistant