ALASKA WORKERS' COMPENSATION BOARD

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

ELLIOT G. DANIELS, Employee, Claimant,	FINAL DECISION AND ORDER
v.	AWCB Case No. 201215673
SUMMIT LIFT CO. INC., Employer,	AWCB Decision No. 15-0061
and	Filed with AWCB Anchorage, Alaska on May 26, 2015
ALASKA WORKERS' COMPENSATION BENEFIT GUARANTY FUND, Defendants.	

Elliot G. Daniels' (Employee) November 26, 2012 claim and Alaska Workers' Compensation Benefit Guaranty Fund's (the fund) February 12, 2015 petition for joinder were heard on April 28, 2015 in Anchorage, Alaska, a date selected on March 4, 2015. Employee appeared, represented himself and testified. There was no appearance for Summit Lift Co. Inc. (Employer). Administrator Velma Thomas appeared telephonically, represented the fund, and testified. As a preliminary matter, the panel issued an oral order to proceed in Employer's absence. Insurance adjuster Joanne Pride appeared and testified for the fund. The record was held open for the fund to submit additional evidence, and closed on May 5, 2015.

ISSUES

When Employer did not appear, the fund contended the hearing should go forward without it, because Employer had been given adequate notice and indicated it would not participate.

Employee contended he wanted his case resolved, as he had fully recovered and was not claiming further benefits; Employee thereby implicitly agreed the hearing should proceed as scheduled. The panel issued an oral order to proceed without Employer's participation.

1) Was the oral order to proceed with the hearing in Employer's absence proper?

The fund contended corporate president Randy Gliege (Mr. Gliege) and secretary Ramona Gliege (Ms. Gliege) should be joined as parties. Employee contended he wanted assurance he would not have to repay compensation he received, but did not express an opinion on joinder.

Employer did not appear at hearing. Its position is therefore unknown.

2) Should the corporate officers be joined as parties?

Employee and the fund contended the August 18, 2012 injury was compensable. The fund sought a compensation award to allow it to seek reimbursement from Employer, Mr. Gliege and Ms. Gliege for benefits the fund had paid. Employee contended he wanted assurance he would not have to repay compensation he received, but did not express an opinion on whether the fund should be reimbursed.

Employer did not appear at hearing. It is assumed it opposes an award ruling it liable for benefits paid by the fund.

3) Is Employee's August 18, 2012 injury compensable 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 April 28, 2008, Summit Lift Company Inc. was established as an Alaska business corporation, owned equally by Mr. Gliege, president, and Ms. Gliege, secretary. The corporation was administratively dissolved on July 21, 2011. (Alaska State Division of Corporations, Business and Professional Licensing online database.)

2) Employee's W-2 Wage and Tax Statements from 2010 and 2011 indicate he was employed by Employer. At hearing on April 28, 2015, Employee testified he was also employed by Employer in 2012, and was injured doing a job at Alyeska Resort. (2010 and 2011 W-2 forms; record.)

3) On October 21, 2012, Employee completed a report of injury stating he had injured his abdomen on August 18, 2012 while working for Employer. The report identifies Liberty Mutual Insurance Co. (Liberty Mutual) as Employer's workers' compensation insurer. (Report of Injury, October 21, 2012.)

4) On October 24, 2012, Employer filed a report of injury for the August 18, 2012 incident. Employer's report identifies the injury as an abdominal hernia and identifies Mr. Gliege, president, as Employer's authorized representative. The report also identifies Liberty Mutual as Employer's insurer. (Report of Injury, October 24, 2012.)

5) On November 20, 2012, Liberty Mutual filed a controversion denying all benefits and stating Employer's coverage had lapsed between August 10, 2012 and September 15, 2012. (Controversion Notice, November 15, 2012.)

6) On November 26, 2012, Mr. Gliege emailed Employee that its workers' compensation carrier "decided to cancel my policy for a short period just when you reported your injury. . . . Hope you were able to get the hernia taken care of and if you had any costs out of your pocket please let me know." (Email, November 26, 2012.)

7) On November 28, 2012, Employee filed a workers' compensation claim for temporary total disability (TTD) beginning October 22, 2012, ongoing medical and transportation costs, compensation rate review, and attorney's fees and costs if needed. Employee indicated on August 18, 2012 he had suffered a left inguinal hernia while working for Employer. The claim stated Employer was uninsured at the time of the injury, and it was served on both Employer and the fund. (Claim, November 26, 2012.)

8) On December 3, 2012, the fund notified Employer that, if it was uninsured for workers' compensation liability at the time of Employee's injury, and Employer failed to pay workers' compensation benefits, the fund would pay the benefits due but then seek reimbursement of those benefits from Employer. (Letter, December 3, 2012.)

9) Employer attended a prehearing conference on January 16, 2013. The prehearing conference summary stated Mr. Gliege "has indicated that he is interested in paying compensable benefits out

of pocket" and "stated that while he feels medical benefits are owed he does not feel that time loss benefits are owed." (Prehearing conference summary, January 16, 2013.)

10) No one asked that the January 16, 2013 prehearing conference summary be modified or amended. (ICERS computer database.)

11) On February 5, 2013, Employee petitioned to join the fund. (Petition, February 5, 2013.)

12) At a prehearing conference on February 27, 2013, which Employer attended, the fund verified it had agreed to pay benefits to Employee. (Prehearing conference summary, February 27, 2013.)

13) No one asked that the February 27, 2013 prehearing conference summary be modified or amended. (ICERS computer database.)

14) On May 13, 2013, Mr. Gliege emailed the fund and its adjuster, "At this point I will have to seek legal [counsel] on this matter. I was willing to simply pay reasonable medical costs which I had estimated might have been as high as $5000 for the routine repair and as mentioned I do not share the opinion that [Employee] was or is eligible for any time lost compensation." (Email, May 13, 2013.)

15) At a prehearing conference on August 13, 2013, which Employer attended, a hearing was set for October 29, 2013 on the issue of the compensability of Employee's August 18, 2012 injury. (Prehearing conference summary, August 13, 2013.)

16) No one asked that the August 13, 2013 prehearing conference summary be modified or amended. (ICERS computer database.)

17) On October 4, 2013, the fund filed a hearing brief requesting a determination on the compensability of Employee's claim; a determination of the amount of benefits due, and a ruling that Mr. Gliege is a party to the claim. (Fund's hearing brief, October 4, 2013.)

18) On October 4, 2013, the fund filed a Notice of Intent to Rely (NOI) including a spreadsheet indicating the fund paid out $22,736.86 in benefits related to Employee's August 18, 2012 injury: $5,431.65 in TTD benefits and $172.26 in medical mileage reimbursement to Employee, and a total of $17,132.95 to four medical providers. The NOI also included copies of the corresponding check warrants. (NOI, October 4, 2013.)

19) On October 12, 2013, Employee wrote to the board stating he would be out of the country at the time of the October 29, 2013 hearing. (Letter, October 12, 2013.)

20) On October 24, 2013, Ms. Thomas, the fund administrator, emailed the board stating Employee had contacted her and the fund did not oppose a continuance. (Email, October 24, 2013.)

21) On October 29, 2013, prior to the hearing, the designated chair was informed Ms. Thomas was out of state because of a family emergency. When no parties or witnesses appeared, the panel continued the hearing. (*Daniels v. Summit Lift Co. Inc.*, AWCB Decision No. 13-0141 (October 30, 2013) (*Daniels I*).)

22) On February 12, 2015, the fund petitioned to join corporate officers Mr. and Ms. Gliege. (Petition, February 12, 2015.)

23) Neither Mr. nor Ms. Gliege objected to the fund's February 12, 2015 petition to join. (ICERS computer database.)

24) On March 4, 2015, Employer did not attend a prehearing conference and did not return a voice message the designee left Mr. Gliege's phone number of record. Employee stated the fund had paid his workers' compensation benefits and he was back at work with no further issues. The fund stated it needed a compensability order to allow it to pursue Employer for reimbursement of benefits paid. The fund further stated it appeared Mr. and Ms. Gliege were no longer interested in participating in the workers' compensation process. (Prehearing conference summary, March 4, 2015.)

25) The copies of the March 4, 2015 prehearing conference summary sent to Mr. and Ms. Gliege were returned as undeliverable, but the copy sent to Employer's corporate address was not. No one asked that the March 4, 2015 prehearing conference summary be modified or amended. (ICERS computer database.)

26) On April 16, 2015, the parties were served notice of the April 28, 2015 hearing. The certified and the regular mail copies sent to Mr. and Ms. Gliege were returned as undeliverable, but the copies sent to Employer's corporate address were not. (ICERS computer database.)

27) On April 20, 2015, the fund emailed Mr. Gliege: "Please find enclosed a request for conference and petition to join filed by the Benefit Guaranty Fund. . . . A hearing has been scheduled for 4/28/15 on the merits and compensability of [Employee's] claim." (Email, April 20, 2015.)

28) On April 20, 2015, Mr. Gliege responded, "I am sorry but we are no longer in business and I cannot assist you." (Email, April 20, 2015.)

29) At hearing on April 28, 2015, the panel was unable to reach Employer at either the corporate or Mr. Gliege's personal phone numbers of record. The designee waited 15 minutes past the scheduled start time before issuing an oral order to proceed with the hearing in Employer's absence. (Record.)

30) At hearing Ms. Thomas testified Employer had never disputed that Employee was injured while working for it. Having no defenses to assert, the fund determined Employee's injury was compensable and paid $22,736.86 in associated benefits. The fund now was seeking a board ruling on the compensability of Employee's claim, so the fund could seek reimbursement from Employer. The fund also asked that Mr. and Mrs. Gliege be joined as parties to the action. (Record.)

31) At hearing Employee testified there was never any dispute as to whether his injury was work-related or compensible. (Record.)

32) At hearing Ms. Pride testified that regardless of the outcome of the current proceeding, Employee would not be asked to repay any amounts the fund paid him. (Record.)

33) At hearing Ms. Pride was asked to provide the documentation and bills used to calculate the amount of TTD benefits, mileage reimbursement, and medical payments paid by the fund. Ms. Pride testified she would need one week to gather this evidence, and the record was left open until May 5, 2015 for her to file supplementary evidence. (Record.)

34) The fund did not file any supplementary evidence or contact the board to ask for an extension of the May 5, 2015 deadline. (ICERS computer database.)

PRINCIPLES OF LAW

AS 23.06.220. Liability for acting as nonexistent corporation.
(a) Except as provided in (b) of this section persons who assume to act as a corporation for which there has been no issuance of a certificate of incorporation under AS 10.06.218 are jointly and severally liable for debts and liabilities incurred or arising as a result of that action. . . .

AS 23.30.045. Employer's liability for compensation.
(a) An employer is liable for and shall secure the payment to employees of the compensation payable under AS 23.30.041, 23.30.050, 23.30.095, 23.30.145, and 23.30.180-23.30.215. . . . If the employer is a contractor and fails to secure the payment of compensation to its employees or the employees of a subcontractor, the project owner is liable for and shall secure the payment of the compensation to employees of the contractor and employees of a subcontractor, as applicable.

> . . . .
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> (f) In this section,
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> > (1) "contractor" means a person who undertakes by contract performance of certain work for another but does not include a vendor whose primary business is the sale or leasing of tools, equipment, other goods, or property;
> >
> > (2) "project owner" means a person who, in the course of the person's business, engages the services of a contractor and who enjoys the beneficial use of the work;
> > . . . .

The purpose of AS 23.30.045(a), known as the "contractor-under" provision, is to protect employees of irresponsible and uninsured subcontractors by imposing ultimate liability on the presumably responsible principal contractor, who has it within his power, in choosing subcontractors, to pass upon their responsibility and insist upon appropriate compensation protection for their workers. Subsection (a) also aims to forestall evasion of the Alaska Workers' Compensation Act by those who might be tempted to subdivide their regular operations among subcontractors, thus escaping direct employment relations with the workers and relegating them for compensation protection to small contractors who fail to carry compensation insurance. *Thorsheim v. State,* 469 P.2d 383 (Alaska 1970). Likewise, when a contractor-employed claimant is injured and the contractor does not secure payment of workers' compensation benefits to that employee, the project owner may be held liable. *Trudell v. Hibbert,* 272 P.3d 331 (Alaska 2012).

> **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. . . .
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> (b) . . . 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 for which the corporation is liable under this chapter if the corporation at that time is not insured or qualified as a self-insurer.

> **AS 23.30.082. Workers' compensation benefits guaranty fund.**
> . . . .
> (c) Subject to the provisions of this section, an employee employed by an employer who fails to meet the requirements of AS 23.30.075 and who fails to pay compensation and benefits due to the employee under this chapter may file a claim for payment by the fund. In order to be eligible for payment, the claim form must be filed within the same time, and in the same manner, as a workers' compensation claim. The fund may assert the same defenses as an insured employer under this chapter.
> . . . .

In certain situations the fund provides benefits to an injured worker when an uninsured employer fails to do so. The fund is not liable for payment of compensation or benefits until three conditions are satisfied: 1) the employer fails to pay compensation or benefits, 2) a claim for payment by the fund is filed, and 3) the employer has no defenses that the fund can assert. *Workers' Comp. Benefits Guaranty Fund v. West,* AWCAC Decision No. 145 (Jan. 20, 2011) at 19.

> **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. The presumption of compensability is applicable to any claim for compensation under the workers' compensation statute, including medical and continuing benefits. *See, e.g., Meek v. Unocal Corp.*, 914 P.2d 1276, 1279 (Alaska 1996); *Municipality v. Carter,* 818 P.2d 661, 664-665 (Alaska 1991). "Once an employee is disabled, the law presumes that the employee's disability continues until the employer produces substantial evidence to the contrary." *Grove v. Alaska Constructors & Erectors*, 948 P.2d 454, 458 (Alaska 1997), *citing Bailey v. Litwin Corp.*, 713 P.2d 249, 254 (Alaska 1986). An employee is entitled to the presumption of compensability as to each evidentiary question. *Sokolowski v. Best Western Golden Lion,* 813 P.2d 286, 292 (Alaska 1991).

Application of the presumption involves a three-step analysis. To attach the presumption of compensability, an employee must establish "some preliminary link" between the disability and

employment, or between a work-related injury and the existence of the disability; the claimant need only present "some evidence that the claim arose out of, or in the course of, employment before the presumption arises." *Burgess Constr. v. Smallwood*, 623 P.2d 312, 316 (Alaska 1981); *see also, e.g., Tolbert v. Alascom, Inc*., 973 P.2d 603, 610 (Alaska 1999); *Cheeks v. Wismer & Becker/G.S. Atkinson, J.V.*, 742 P.2d 239, 244 (Alaska 1987). The evidence necessary to raise the presumption of compensability varies. In claims based on highly technical medical considerations, medical evidence is often necessary to make that connection. *Smallwood* at 316. In less complex cases, lay evidence may be sufficiently probative to establish the link. *VECO, Inc. v. Wolfer*, 693 P.2d 865, 871 (Alaska 1985). The presumption of compensability continues during the course of the claimant's recovery from the injury and disability. *Olson v. AIC/Martin J.V.*, 818 P.2d 669, 675 (Alaska 1991). Witness credibility is not weighed at this stage of the analysis. *Resler v. Universal Services Inc.*, 778 P.2d 1146, 1148-49 (Alaska 1989).

Once the preliminary link is established, "if the employer can present substantial evidence that demonstrates that a cause other than employment played a greater role in causing the [need for medical treatment], etc., the presumption is rebutted." *Runstrom v. Alaska Native Medical Center*, AWCAC Decision No. 150 (Mar. 25, 2011) at 7. 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). At this second step in the analysis, the employer's evidence is viewed in isolation. Issues of credibility and evidentiary weight are deferred until after a determination whether the employer has produced a sufficient quantum of evidence to rebut the presumption. *Norcon, Inc. v. Alaska Workers' Comp. Bd.*, 880 P.2d 1051, 1054 (Alaska 1994); *VECO v. Wolfer* at 871.

If the presumption is raised but not rebutted, the claimant prevails and need not produce further evidence. *Williams v. State*, 938 P.2d 1065, 1075 (Alaska 1997). If the employer successfully 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 or need for medical treatment. *Runstrom* at 8; *Louisiana Pacific Corp. v. Koons*, 816 P.2d 1379, 1381. At this last step of the analysis, evidence is weighed, inferences are drawn from the evidence, and

credibility considered. To prevail, the claimant must "induce a belief" the facts being asserted are probably true. *Saxton v. Harris*, 395 P.2d 71, 72 (Alaska 1964).

> **AS 23.30.255. Penalty for failure to pay compensation.**
> (a) **. . .** 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. . . .
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> **8 AAC 45.040. Parties**.
> . . . .
> (d) Any person against whom a right to relief may exist should be joined as a party.
> . . . .
> (f) Proceedings to join a person are begun by
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> (1) a party filing with the board a petition to join the person and serving a copy of the petition, in accordance with 8 AAC 45.060, on the person to be joined and the other parties; or . . .
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> . . . .
> (h) If the person to be joined or a party
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> (1) objects to the joinder, an objection must be filed with the board and served on the parties and the person to be joined within 20 days after service of the petition or notice to join; or
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> (2) fails to timely object in accordance with this subsection, the right to object to the joinder is waived, and the person is joined without further board action. . . .
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> **8 AAC 45.060. Service.**
> . . . .
> (b) . . . Service must be done, either personally, by facsimile, electronically, or by mail, in accordance with due process. Service by mail is complete at the time of deposit in the mail if mailed with sufficient postage and properly addressed to the party at the party's last known address. . . .
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> (f) Immediately upon a change of address for service, a party or a party's representative must file with the board and serve on the opposing party a written notice of the change. Until a party or the board receives written notice of a change of address, documents must be served upon a party at the party's last known address. . . .

> **8 AAC 45.070. Hearings.**
> . . . .
> (f) If the board finds that a party was served with notice of hearing and is not present at the hearing, the board will, in its discretion, and in the following order of priority,
> (1) proceed with the hearing in the party's absence and, after taking evidence, decide the issues in the application or petition; . . .

ANALYSIS

1) Was the oral order to proceed with the hearing in Employer's absence proper?

Employer was served notice of the hearing by certified mail to its last known address. Corporation president Mr. Gliege also received notice by email, to which he responded, "I cannot assist you." At hearing the panel was unable to reach Employer at either of the two last known phone numbers, and waited 15 minutes beyond the scheduled starting time before deciding to proceed. Employer was properly served, had notice of the hearing and chose not to participate. The oral order to proceed with the hearing in Employer's absence was proper. 8 AAC 45.060(b),(f); 8 AAC 45.070(f)(1).

2) Should the corporate officers be joined as parties?

AS 23.30.075(b) holds all persons with the authority to insure, or who are actively in charge of the business of a corporation, personally, jointly, and severally liable (along with the corporation) for compensation and benefits owed when an employee is injured during a period the employer is uninsured. Summit Lift Co. Inc. is a corporation jointly owned by president Mr. Gliege and secretary Ms. Gliege. As officers, by operation of law they are already personally, jointly, and severally liable for any compensable benefits arising from Employee's work injury. The fact the corporation was administratively dissolved prior to Employee's injury is irrelevant; the business was acting as a corporation at the time of injury, and its officers therefore remain jointly and severally liable for any debts or liabilities incurred. AS 23.06.220(a). The issue of whether the corporate officers should be joined as parties is therefore moot.

Alternatively, under 8 AAC 45.040(d), both Mr. and Ms. Gliege are parties against whom a right to relief may exist, and therefore should be joined as parties. The fund petitioned to join both

corporate officers and neither objected. Consequently, Mr. and Ms. Gliege have already been joined by operation of law under 8 AAC 45.040(h)(2), so the issue of whether they should be joined as parties is moot under this analysis as well.

3) Is Employee's August 18, 2012 injury compensable and, if so, in what amount?

The presumption of compensability was clearly raised but not rebutted here. Employer never disputed that Employee was injured while working for it, and the fund, having no defenses to assert, accepted the injury as compensable. Employee's August 18, 2012 injury is found compensable at the second step of the presumption analysis. *Williams.*

However the fund failed to produce the supporting evidence needed to verify the amounts it paid to Employee and his medical providers, and therefore no determination can be made as to the monetary value of the benefits owed as a result of the August 18, 2012 work injury. Check warrants are sufficient to prove the fund paid out $22,736.86 in benefits, but insufficient to prove the accuracy of the amount being sought in reimbursement from Employer.

For future reference, the fund is advised to familiarize itself with the AS 23.30.045(a) "contractor-under" provision. It appears that at the time of Employee's injury, Employer was an uninsured contractor working for project owner Alyeska Resort. In situations where a contractor-employed claimant is injured and the contractor does not secure payment of workers' compensation benefits to that employee, the project owner may be held liable. *Thorsheim; Trudell.*

CONCLUSIONS OF LAW

1) The oral order to proceed with the hearing in Employer's absence was proper.
2) Whether the corporate officers should be joined as parties is a moot issue because they have already been joined.
3) Employee's August 18, 2012 work injury is compensable but the monetary value of the benefits cannot be determined from the filed evidence.

ORDER

1) Employee's November 26, 2012 claim is granted.

2) The monetary value of the benefits arising from Employee's August 18, 2012 work injury cannot be calculated for reimbursement purposes.

3) The fund's February 12, 2015 petition for joinder is denied as moot.

Dated in Anchorage, Alaska on May 26, 2015.

ALASKA WORKERS' COMPENSATION BOARD

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Margaret Scott, Designated Chair

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Linda Hutchings, Member

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 ELLIOT G. DANIELS, employee / claimant; v. SUMMIT LIFT CO. INC., uninsured employer, and ALASKA WORKERS' COMPENSATION BENEFITS GUARANTY FUND / defendants; Case No. 201215673; dated and filed in the Alaska Workers' Compensation Board's office in Anchorage, Alaska, and served on the parties on May 26, 2015.

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Pamela Murray, Office Assistant