# ALASKA WORKERS' COMPENSATION BOARD

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

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| KELLIE SENGSTACK, | ) | |
| | ) | |
| Employee, | ) | |
| Claimant, | ) | |
| | ) | FINAL DECISION AND ORDER |
| v. | ) | |
| | ) | AWCB Case No. 201905488 |
| ALASKA BACKCOUNTRY ACCESS, | ) | |
| LLC, | ) | AWCB Decision No. 20-0003 |
| | ) | |
| Employer, | ) | Filed with AWCB Anchorage, Alaska |
| and | ) | on January 30, 2020. |
| | ) | |
| BENEFITS GUARANTY FUND, | ) | |
| | ) | |
| Defendants. | ) | |

Kellie Sengstack's (Employee) April 19, 2019 claim and the Alaska Workers' Compensation Benefits Guaranty Fund's (Fund) May 9, 2019 petition to join Andrew Morrison were heard on December 18, 2019, in Anchorage, Alaska, a date selected on November 26, 2019. Employee's September 12, 2019 hearing request gave rise to this hearing. Employee appeared, testified, and represented herself. Morrison appeared, testified, and represented Alaska Backcountry Access, LLC (Employer). Non-attorney McKenna Wentworth appeared and represented Fund. An oral order denied Fund's May 9, 2019 petition to join Morrison. This decision examines the oral order and decides Employee's April 19, 2019 claim on its merits. The record remained open until January 17, 2020, for additional evidence and closed on January 17, 2020.

## ISSUES

As a preliminary matter, Fund sought to join Morrison. It contended Employer is a "limited liability corporation," which is a form of a corporation, and as the sole member and controlling

manager of Employer, Morrison should be joined because he is a party against whom a right to relief may exist. The panel issued an oral order denying Fund's petition to join Morrison and proceeded with the hearing.

**1) Was the oral order denying Fund's petition to join Morrison correct?**

Employee contends she sustained a compensable injury on April 7, 2019, while working for Employer, and is entitled to medical and transportation costs. At hearing, she confirmed she withdrew her claim for temporary partial disability benefits at the prehearing conference on November 26, 2019. Employee also confirmed she is unrepresented and her initial request for attorney fees and costs was a mistake.

Employer contends Employee's April 7, 2019 injury is not work-related; therefore, she should not be entitled to medical care or related transportation, and her claim should be denied. It also contends Employee's need for medical treatment arose due to her preexisting conditions.

**2) Is Employee entitled to medical and transportation costs?**

## FINDINGS OF FACT

A preponderance of the evidence establishes the following facts and factual conclusions:

1) On June 20, 2018, Employee reported she was injured her neck and shoulder while working for Alaska Wildland Adventures, Inc. (Agency file; Employee).

2) Employer is a limited liability company (LLC) that provides snowmachine tours. Its principal place of business is in Girdwood, Alaska, but its place of operation varies depending on the location and quantity of snow. Morrison is the sole owner and member of the LLC. (Morrison; Notice of Intent to Rely, Entity Details, November 26, 2019).

3) At the job interview, Morrison asked Employee whether she had any experience towing a trailer. He took into consideration her response that she had driven vans with trailers in her previous employment at Alaska Wild Adventures. (Morrison).

4) On February 11, 2019, Employee began working for Employer as an "operation manager." Her took reservations and assisted Morrison in getting the gears ready. She had never worked for Employer prior to this date. (Employee; Morrison).

5) On March 6, 2019, Employee text-messaged Morrison saying she snowboarded for the first time and fell down doing it. In another text message on the same date, she asked him if she should report to work the following day. (Employer brief, December 11, 2019, p.14).

6) On March 19, 2019, Jared Kirkham, M.D., saw Employee and opined her symptoms related to the June 20, 2018 injury were muscular in nature and would be expected to reach maximum medical improvement in three weeks. (Employer evidence, Kirkham report, March 19, 2019).

7) On March 28, 2019, Employer operated in Eureka, Alaska, providing snowmachine tours of Nelchina Glacier. Employee and Morrison agreed she would work at the "Tailgate Alaska" event at Thompson Pass, Alaska, until April 3, 2019, because Employee had prior arrangements with a friend from April 4, 2019, through April 9, 2019. (Employee; Morrison).

8) On March 29, 2019, Employee and Morrison spent the day on the road between Eureka and Thompson Pass. (Employee; Morrison).

9) From March 30, 2019, through April 3, 2019, Employee worked at Thompson Pass. There were two trailers with snowmachines but only one truck to haul them. (Employee; Morrison).

10) On April 3, 2019, Employee left Thompson Pass to Girdwood after work. (Employee).

11) On April 5, 2019, Employee picked up Morrison's Toyota Sequoia at his residence in Girdwood. Then she met with her friend in Anchorage, and they drove to Thompson Pass. However, because her friend was not feeling well, they went to Valdez to spend the night. (Employee; Morrison).

12) On April 6, 2019, Employee stayed in Valdez and did not work. (Employee; Morrison).

13) From April 4, 2019, through April 6, 2019, Employee did not work for Employer. (Employee; Morrison).

14) On April 7, 2019, the last day of "Tailgate Alaska" event, Employee arrived at Thompson Pass between 10 and 11 A.M. She said she cleared out the trailers to make room for snowmachines and helped Morrison to pack up camp. In contrast, Morrison said she did not do any work. Both Employee and Morrison agreed (1) he loaded the snowmachines and attached the trailers to the vehicles; (2) Employee drove Sequoia from Thompson Pass to a gas station in Glennallen; (3) at the gas station, she told Morrison the trailer attached to Sequoia had fish-tailed twice and expressed

concern; and (4) in about 10 miles from the gas station, she got into a motor vehicle accident. (Employee; Morrison).

15) Employee testified Morrison had asked her to drive his Sequoia, pick up her friend in Anchorage, return to Thompson Pass, and work the rest of "Tailgate Alaska" event. She said Morrison wanted her to bring his Sequoia to transport one of the trailers to his friend's house, about 55 miles away from Thompson Pass, at the conclusion of the event. (Employee).

16) Morrison testified he authorized Employee to borrow his Sequoia for her personal use as an end-of-the-season bonus, but did not ask her return to the "Tailgate Alaska" event. He said Employee decided to return to the event to party with her friend. He was surprised when she offered to tow the trailer because he knew she did not have the necessary experience. Yet, Morrison said he let Employee to do so because she tried to learn different aspects of tour business including towing a trailer. He said he had intended to tow both trailers himself. (Morrison).

17) On April 11, 2019, Employee saw Leslie A. Langum, P.A., and reported cervical pain and muscle spasm related to the April 7, 2019 accident. (Employer evidence, Langum report, March 19, 2019).

18) On May 3, 2019, Morrison sent a text message to Employee as follows: "as we discussed several times I let [you] borrow my SUV on your days off to show your friends around with the understanding you would haul a trailer to Eureka in exchange." At hearing, Morrison confirmed he sent this message to Employee. (Employee's evidence, December 2, 2019; Morrison).

19) On May 31, 2019, Dr. Kirkham opined (1) Employee's June 20, 2018 injuries resolved; (2) her April 7, 2019 motor vehicle accident exacerbated her neck pain; (3) she received chiropractic care due to the April 7, 2019 motor vehicle accident, independent from the June 20, 2018 injuries; (4) she reached the maximum medical improvement as of May 31, 2019, with no permanent partial impairment; and (5) no further medical intervention would be necessary. (Employer evidence, Kirkham report, March 19, 2019).

20) Employee does not presently seek any medical treatment. (Employee).

## PRINCIPLES OF LAW

The Alaska Corporations Code is set out in chapter 6, title 10 of the Alaska Statutes. It includes the definition of a corporation:

> **AS 10.06.990. Definitions.** In this chapter, unless the context otherwise requires,
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> (13) "corporation" or "domestic corporation" means a corporation for profit subject to the provisions of this chapter, but does not include a foreign corporation or a national bank;

The Alaska Revised Limited Liability Company Act is set out in chapter 50, title 10 of the Alaska Statutes. It includes both the definition of a limited liability company and a statement regarding the liability of the members:

> **AS 10.50.990. Definitions.** In this chapter, unless the context indicates otherwise,
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> (10) "limited liability company" or "domestic limited liability company" means an organization organized under this chapter;
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> **AS 10.50.265. Liability of members to third parties.** A person who is a member of a limited liability company or a foreign limited liability company is not liable, solely by reason of being a member, under a judgment, decree, or order of a court, or in another manner, for a liability of the company to a third party, whether the liability arises in contract, tort, or another form, or for the acts or omissions of another member, manager, agent, or employee of the company to a third party.
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> **AS 23.30.010(a). Coverage**. (a) . . . compensation or benefits are payable under this chapter for . . . the need for medical treatment of an employee if . . . the employee's need for medical treatment arose out of and in the course of the employment. When determining whether or not the . . . 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 need for medical treatment. Compensation or benefits under this chapter are payable for . . . the need for medical treatment if, in relation to other causes, the employment is the substantial cause of the . . . need for medical treatment.
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> **AS 23.30.075. Employer's liability to pay.**
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> (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 division, 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 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 23.30.095. Medical treatments, services, and 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. . . . It shall be additionally provided that, if continued treatment or care or both beyond the two-year period is indicated, the injured employee has a right of review by the board. The board may authorize continued treatment or care or both as the process of recovery may require. . . .

*Summers v. Korobkin Const*., 814 P2d 1369, 1372 (Alaska 1991), held "an injured worker who has been receiving medical treatment should have the right to a prospective determination of compensability. Injured workers must weigh many variables before deciding whether to pursue a certain course of medical treatment or related procedures."

> **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. . . .

Benefits sought by an injured worker are presumed compensable. *Meek v. Unocal Corp*., 914 P.2d 1276 (Alaska 1996). The presumption applies to any claim for compensation under the workers' compensation statute. *Id*. The presumption involves a three-step analysis. To attach the presumption, an employee must first establish a "preliminary link" between his injury and the employment. *Tolbert v. Alascom, Inc*., 973 P.2d 603, 610 (Alaska 1999). Credibility is not examined at the first step. *Veco, Inc. v. Wolfer*, 693 P.2d 865 (Alaska 1985).

Once the preliminary link is established, the employer has the burden to overcome the presumption with substantial evidence. *Wien Air Alaska v. Kramer*, 807 P.2d 471 (Alaska 1991). "Substantial evidence" is such relevant evidence as a reasonable mind might accept as adequate to support a

conclusion. *Tolbert v. Alascom, Inc*., 973 P.2d 603 (Alaska 1999). At the second step of the analysis, the employer's evidence is viewed in isolation, without regard to the claimant's evidence.

If the employer's evidence is sufficient to rebut the presumption, it drops out and the employee must prove his case by a preponderance of the evidence. This means the employee must "induce a belief" in the minds of the fact finders the facts being asserted are probably true. *Saxton v. Harris*, 395 P.2d 71, 72 (Alaska 1964).

In *Bockness v. Brown Jug, Inc.*, 980 P.2d. 445, (Alaska, 1999), the Supreme Court held employers are responsible only for providing that medical care and those services "which the nature of the injury or the process of recovery requires," the Act indicates that the board's proper function includes determining whether the care paid for by employers is reasonable and necessary.

> **AS 23.30.135. Procedure before the board**. (a) In making an investigation or inquiry or conducting a hearing, the board is not bound by common law or statutory rules of evidence or by technical or formal rules of procedure, except as provided by this chapter. The board may make its investigation or inquiry or conduct its hearing in the manner by which it may best ascertain the rights of the parties. . . .
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> **AS 23.30.170. Collection of defaulted payments.** (a) In case of default by the employer in the payment of compensation due under an award of compensation for a period of 30 days after the compensation is due, the person to whom the compensation is payable may, within one year after the default, apply to the board making the compensation order for a supplementary order declaring the amount of the default. . . .
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> **AS 23.30.395. Definitions.** In this chapter,
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> (2) "arising out of and in the course of employment" includes employer-required or supplied travel to and from a remote job site; activities performed at the direction or under the control of the employer; and employer-sanctioned activities at employer-provided facilities; but excludes recreational league activities sponsored by the employer, unless participation is required as a condition of employment, and activities of a personal nature away from employer-provided facilities;
> . . . .

*City of Seward v. Wisdom*, 413 P.2d 931 (Alaska 1966), held the relationship of employer-employee can only be created by a contract, which may be express or implied. The Alaska Supreme Court explained "[t]he formation of an express contract requires an offer encompassing its essential terms, an unequivocal acceptance of the terms by the offeree, consideration and an intent to be bound. . . An implied employment contract is formed by a relationship resulting from 'the manifestation of consent by one party to another that the other shall act on his behalf and subject to his control, and consent by the other so to act.'" *Childs v. Kalgin Island Lodge*, 779 P.2d 310, 314 (Alaska 1989).

> **8 AAC 45.082. Medical treatment**.
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> (d) Medical bills for an employee's treatment are due and payable no later than 30 days after the date the employer received the medical provider's bill, a written justification of the medical necessity for dispensing a name-brand drug product if required for the filling of a prescription that was part of the treatment, and a completed report in accordance with 8 AAC 45.086(a). Unless the employer controverts the prescription charges or transportation expenses, an employer shall reimburse an employee's prescription charges or transportation expenses for medical treatment no later than 30 days after the employer received the medical provider's completed report in accordance with 8 AAC 45.086(a), a written justification of the medical necessity for dispensing a name-brand drug product if required for the filling of a prescription that was part of the treatment, and an itemization of the prescription numbers or an itemization of the dates of travel, destination, and transportation expenses for each date of travel. If the employer controverts (1) a medical bill or if the medical bill is not paid in full as billed, the employer shall notify the employee and medical provider in writing the reasons for not paying all or a part of the bill or the reason for delay in payment no later than 30 days after receipt of the bill, a written justification of the medical necessity for dispensing a name-brand drug product if required for the filling of a prescription that was part of the treatment, and completed report in accordance with 8 AAC 45.086(a); (2) a prescription or transportation expense reimbursement request in full, the employer shall notify the employee in writing the reason for not paying all or a part of the request or the reason for delay within the time allowed in this section in which to make payment; if the employer makes a partial payment, the employer shall also itemize in writing the prescription or transportation expense requests not paid.
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> **8 AAC 45.084. Medical travel expenses.** (a) This section applies to expenses to be paid by the employer to an employee who is receiving or has received medical treatment.

> (b) Transportation expenses include (1) a mileage rate, for the use of a private automobile, equal to the rate the state reimburses its supervisory employees for travel on the given date if the usage is reasonably related to the medical examination or treatment; (2) the actual fare for public transportation if reasonably incident to the medical examination or treatment; and (3) ambulance service or other special means of transportation if substantiated by competent medical evidence or by agreement of the parties.
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> (c) It is the responsibility of the employee to use the most reasonable and efficient means of transportation under the circumstances. If the employer demonstrates at a hearing that the employee failed to use the most reasonable and efficient means of transportation under the circumstances, the board may direct the employer to pay the more reasonable rate rather than the actual rate.
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> (d) Transportation expenses, in the form of reimbursement for mileage, which are incurred in the course of treatment or examination are payable when 100 miles or more have accumulated, or upon completion of medical care, whichever occurs first.
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> (e) A reasonable amount for meals and lodging purchased when obtaining necessary medical treatment must be paid by the employer if substantiated by receipts submitted by the employee. Reimbursable expenses may not exceed the per diem amount paid by the state to its supervisory employees while traveling.
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> **8 AAC 45.177. Claims against the workers' compensation benefits guaranty fund.**
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> (f) In case of default by the employer in the payment of compensation due under an award and payment of the awarded compensation by the fund, the board shall issue a supplementary order of default. The fund shall be subrogated to all the rights of the employee and may pursue collection of the defaulted payments under AS 23.30.170.

## ANALYSIS

### 1) Was the oral order denying Fund's petition to join Morrison correct?

Fund contended Employer is a "limited liability corporation," which is a form of a corporation, and as the sole member and controlling manager of Employer, Morrison should be joined because he is a party against whom a right to relief may exist. This is incorrect. Under AS 23.30.075(b), when an employer is a corporation, all persons with the authority to insure the corporation and the

person actively in charge of the corporation are personally liable for the payment of benefits to employees injured while the corporation was uninsured. However, Employer is an LLC, not a "limited liability corporation," and AS 23.30.075(b) makes no mention of LLCs. A corporation created under the Alaska Corporations Code is an entirely different type of entity than an LLC organized under the Alaska Revised Limited Liability Company Act. AS 10.06.990(13); AS 10.50.990(10). It is unclear why a person responsible for insuring a business should be personally liable for benefits to an injured worker when it is organized as a corporation but not liable if the business is organized as an LLC. Also, there is no apparent reason that an employee of an uninsured LLC should have less protection than an employee of an uninsured corporation. Nevertheless, that is a matter for the legislature to address. Members of an LLC cannot be held personally liable for payment of benefits to an injured employee of the LLC. AS 10.50.265. The oral order was correctly issued. AS 23.30.135.

**2) Is Employee entitled to medical and transportation costs?**

It is undisputed Employee was driving Employer's vehicle to tow a trailer loaded with snowmachines when she was involved in a motor vehicle accident and injured her neck. However, Employer contends Employee's injury did not arise out of and in the course of employment because: (1) her employment ended as of April 3, 2019 when she left to meet her friend; (2) she had borrowed Employer's vehicle for her personal use as an end-of-the-season bonus; (3) she was not asked to return to Thompson Pass to tow the trailer; and (4) she did so voluntarily. In contrast, Employee contends although Employer did allow her to drive Employer's vehicle on her non-working days, in exchange, it required her to return to Thompson Pass and transport one of the trailers at the conclusion of the "Tailgate Alaska" event. Employer contends it never agreed to pay Employee for towing the trailer; Employee disagrees.

The employer-employee relationship can only be created by an express or implied contract. *Wisdom*. An express contract requires an offer covering its essential terms, an unequivocal acceptance of the terms by the offeree, consideration and an intent to be bound. *Childs.* Here, Morrison's May 3, 2019 text message shows Employer had made an offer with essential terms to Employee: "I let [you] borrow my SUV on your days off to show your friends around with the understanding you would haul a trailer to Eureka in exchange." Employee unequivocally accepted

its offer and showed her intent to be bound by picking up Employer's vehicle and arriving to Thompson Pass to tow a trailer. Employer's consideration was its promise to let Employee borrow its vehicle on her non-working days; Employee's consideration was her promise to tow Employer's trailer to Eureka. Employer knew from the job interview she had some experience towing and expected her to do so at its request. Thus, there was an employer-employee relationship based on an express contract between Employer and Employee at the time of the motor vehicle accident. *Wisdom*; *Childs*. Whether Employer had agreed to pay Employee wages for her work on April 7, 2019, is irrelevant because an independent consideration existed to form an express contract. *Childs.* Employee's neck injury arose out of and in the course of employment because the accident occurred while Employee was performing her end of the bargain at the direction or under the control of Employer: Employer told her when to stop and where to go to its benefit. AS 23.30.010(a); AS 23.30.395(2).

Employee claims medical benefits related to her April 7, 2019 injury, and they are presumed compensable. AS 23.30.120(a)(1); *Meek*. Employee established a "preliminary link" between her injury and the employment with Dr. Kirkham's report stating "[the April 7, 2019 accident] caused an exacerbation of her neck pain." *Tolbert*. Credibility is not examined at this step. *Wolfer*. Once the preliminary link is established, Employer has the burden to overcome the presumption with substantial evidence. *Kramer*.

To rebut, Employer contends Employee's neck pain resulted from her past injuries: her reported injury sustained while working for Alaska Wildland Adventures, Inc., on June 20, 2018, and her March 6, 2019 snowboarding "injury." However, on March 19, 2019, Dr. Kirkham opined Employee's symptoms related to the June 20, 2018 injury were muscular in nature and would expect medical stability in three weeks. On May 31, 2019, he opined Employee's June 20, 2018 injuries had resolved. Further, there is no medical evidence indicating Employee injured herself while snowboarding on March 6, 2019; in fact, on the same date, she asked Morrison if she should report to work the following day. Employer does not rebut the presumption because there is no evidence any physician ever commented Employee's prior injuries were related to medical treatments she sought after the April 7, 2019 accident. *Tolbert*. Because Employer did not overcome the presumption with substantial evidence, there is no need for further analysis;

Employee need not prove her case by a preponderance of the evidence. *Saxton*. Employee is entitled to medical benefits and transportation costs. AS 23.30.095(a); 8 AAC 45.082(d); 8 AAC 45.084.

Employee does not presently seek a specific medical treatment. In *Summers*, the Court held an employee is entitled to a prospective determination of compensability; it did not address an order for specific ongoing benefits. This decision establishes Employee suffered a compensable injury; thus, under AS 23.30.095(a), Employer must provide medical treatment "which the nature of the injury or the process of recovery requires." In *Bockness,* the Supreme Court explained that meant "reasonable and necessary" medical care. Whether a particular treatment is reasonable and necessary depends in part on timing. Employee's treating physician, Dr. Kirkham, opined Employee is medically stable and needs no further treatment at the present time. Without specific recommendations from her treating physician, and given Employee currently requests no additional medical care or treatment, she is not entitled to additional medical care or treatment at this time. However, in the event any body part injured in the April 7, 2019 work injury becomes symptomatic and needs additional care or treatment in the future, Employee retains her right to seek additional medical benefits and Employer retains its defenses.

Fund is not liable to pay any benefits awarded in this decision unless Employer defaults on paying the benefits for 30 days after it is due and a supplementary order declaring the amount of any default is issued. AS 23.30.170(a); 8 AAC 45.177(f).

## CONCLUSIONS OF LAW

1) Morrison should not be joined as a party.
2) Employee is entitled to medical benefits and transportation costs because her injury arose out of and in the course of her employment with Employer.

## ORDER

1) Employer shall reimburse Employee for all out-of-pocket past medical and travel expenses related to the work injury.

2) Employer shall pay all unpaid past work-related medical bills directly to the medical providers.

3) Fund is not liable to pay any benefits awarded in this decision unless Employer defaults on paying the benefits for 30 days after it is due and a supplementary order declaring the amount of any default is issued.

Dated in Anchorage, Alaska on January 30, 2020.

ALASKA WORKERS' COMPENSATION BOARD

/s/
Jung M. Yeo, Designated Chair

/s/
Diane Thompson, 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 Kellie Sengstack, employee / claimant v. Alaska Backcountry Access, LLC, employer; Alaska Workers' Compensation Benefit Guaranty Fund, defendants; Case No. 201905488; dated and filed in the Alaska Workers' Compensation Board's office in Anchorage, Alaska, and served on the parties on January 30, 2020.

/s/

Kimberly Weaver, Office Assistant II