

ALASKA WORKERS' COMPENSATION BOARD



P.O. Box 115512

Juneau, Alaska 99811-5512

IN THE MATTER OF THE PETITION)
FOR A FINDING OF THE FAILURE TO) FINAL DECISION AND ORDER
INSURE WORKERS' COMPENSATION)
LIABILITY, AND ASSESSMENT) AWCB Case No. 700006963
OF A CIVIL PENALTY AGAINST,)
) AWCB Decision No. 20-0023
LAW OFFICES OF MICHELLE V. MINOR,)
P.C.,) Filed with AWCB Anchorage, Alaska
) on April 13, 2020.
Respondent.)
)

The Division of Workers' Compensation's (the division) December 6, 2018 petition for failure to insure and for a civil penalty was heard on the written record in Anchorage, Alaska on March 5, 2020, a date selected on January 28, 2020. The division's December 18, 2019 hearing request gave rise to this hearing. Investigator Nicholas Weyrick represents the division. Michelle Minor represents Law Offices of Michelle V. Minor, P.C. (MPC). The record remained open until April 6, 2020 for additional evidence and responses. The record closed on April 6, 2020.

ISSUE

The division contends MPC operated uninsured for workplace injuries and should be assessed a civil penalty. It contends MPC had aggravating factors, which this decision must consider in assessing a civil penalty.

MPC did not answer or offer any defenses in this case; thus, its position on the division's petition is unknown. This decision assumes MPC opposes it.

What is an appropriate civil penalty against MPC?

FINDINGS OF FACT

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

- 1) On August 10, 1998, Minor incorporated MPC as a “professional corporation.” The Division of Corporations, Business and Professional Licensing (CBPL) website lists her as MPC’s registered agent, president, treasurer, director, secretary, vice president, and 100 percent shareholder. On March 17, 2003, MPC was involuntarily dissolved for an unknown reason. (Petitioner’s Notice of Evidence Introduced for the Hearing on the Written Record, February 6, 2020, Exhibit 1).
- 2) MPC, from its inception to its involuntary dissolution, was a duly organized corporation under Alaska law. (Experience, judgment and inferences drawn from the above).
- 3) Following MPC’s March 17, 2003 dissolution, Minor continued to operate a law office under the same business name “Law Offices of Michelle V. Minor, P.C.,” without an active business license registered with CBPL. (Petitioner’s Notice of Evidence Introduced for the Hearing on the Written Record, February 6, 2020, Exhibits 1 and 8).
- 4) On March 28, 2012, Shawn Calhoun reported she sustained an injury while working for Minor as a legal assistant. Minor was not insured for workers’ compensation liability at that time. (Compromise and Release Agreement, AWCB Case Number 201203830, July 7, 2016).
- 5) On May 2, 2012, MPC obtained a workers’ compensation policy from Liberty Mutual (Liberty). (Petitioner’s Notice of Evidence Introduced for the Hearing on the Written Record, February 6, 2020, Exhibit 15).
- 6) On October 3, 2012, Minor, doing business as MPC, was assessed a civil penalty of \$21,070 for failure to insure workers’ compensation liability for 2,107 uninsured employee workdays, from April 20, 2006, through April 17, 2012. The board ordered Minor to pay a discounted civil penalty of \$15,802.50 as follows: \$9,802.50 by November 15, 2012, and 12 subsequent monthly payments of \$500. (Stipulation of Undisputed Facts and Proposed Resolution, AWCB Case Number 700004027, October 3, 2012).
- 7) From the third quarter of 2006 through the first quarter of 2012, MPC reported an average quarterly payroll of \$13,398.67 or an average yearly payroll of \$53,594.68. (Stipulation of

Undisputed Facts and Proposed Resolution, AWCB Case Number 700004027, October 3, 2012, Exhibit 3).

8) On April 17, 2013, Liberty terminated MPC's workers' compensation policy due to non-payment of premium. (Petitioner's Notice of Evidence Introduced for the Hearing on the Written Record, February 6, 2020, Exhibit 15).

9) On June 6, 2013, MPC obtained workers' compensation policy from Liberty with an estimated annual premium of \$354. (*Id.*).

10) On September 2, 2013, Liberty cancelled MPC's workers' compensation policy due to non-compliance with document requests. (*Id.*).

11) On July 7, 2016, Calhoun, Minor, and Alaska Workers' Compensation Benefits Guaranty Fund (Fund) settled Calhoun's claims for \$6,000.00 to be paid by Fund. There was no finding Calhoun's injury was work-related. (Compromise and Release Agreement, AWCB Case Number 201203830, July 7, 2016).

12) On August 7, 14, and 20, 2018, the division notified MPC to obtain workers' compensation insurance. (Petitioner's Notice of Evidence Introduced for the Hearing on the Written Record, February 6, 2020, Exhibit 20).

13) On December 6, 2018, the division sought a civil penalty against MPC in AWCB Case Number 700006963. On December 13, 2018, the division served the petition at 1120 East Huffman Road, Suite 664, Anchorage, Alaska 99515; on December 17, 2018, it received a return receipt signed by "Nancy Knuutila." (Petitioner's Notice of Evidence Introduced for the Hearing on the Written Record, February 6, 2020, Exhibit 3).

14) On January 10, 2019, the division and Minor agreed to extend the January 16, 2019 discovery deadline to March 4, 2019. (Prehearing Conference Summary, January 14, 2019).

15) On March 7, 2019, the division filed a petition to compel discovery. (Petition and Request for Prehearing Conference, March 7, 2019).

16) On April 4, 2019, the designee granted the division's March 7, 2019 petition to compel discovery. Minor admitted she did not have workers' compensation coverage for her employees and agreed to discontinue their employment until she obtains it. (Prehearing Conference Summary, April 9, 2019).

17) In a letter dated April 25, 2019, Minor admitted MPC employed Alistair Rodgers, Nancy Knuutila, Kallie Lafferty, and Marleena Merchant, from January 1, 2017, through March 31, 2019.

She stated Rodgers worked part-time briefly and left in January 2017; Knuutila worked full-time from September 2013 through January 2018; Lafferty worked part-time from February 2017 through March 2019; and Merchant began working part-time in March 2018. (Petitioner’s Notice of Evidence Introduced for the Hearing on the Written Record, February 6, 2020, Exhibit 8).

18) On May 7, 2019, the division received partial discovery: Knuutila's 2017, 2018, and 2019 payroll records; Merchant's 2018 and 2019 payroll records; and Lafferty's 2017, 2018, and 2019 payroll records. Minor stated Rodgers worked for a short period and could not find his payroll records. Based on the records Minor provided, Knuutila worked 1,704.48 hours in 2017, 1,083.25 hours in 2018, and 375 hours in the first quarter of 2019; Merchant worked 1,012.75 hours in 2018 and 345.25 hours in the first quarter of 2019; Lafferty worked 1,003 hours in 2017, 1,220.75 hours in 2018, and 200.25 hours in the first quarter of 2019. MPC’s employees worked a total of 2,707 hours or 338.44 work days in 2017; 3,316.75 hours or 414.59 work days in 2018; and 920.50 hours or 115.06 work days in the first quarter of 2019. MPC’s yearly payroll was \$38,080.31 for 2017, \$46,385.33 for 2018, and \$13,317.64 for 2019. Minor stated she could not produce all documents sought by the division because “earlier records [were] archived in a storage room[,] [and] during the November 2018 earthquake, the towers of archived banker boxes collapsed, spilling much of their contents, and the door is jammed mostly shut. [She] was physically unable to get to records in that room[.]” (*Id.*).

19) On May 14, 2019, Minor contended she did not currently have any employees but hired paralegals as independent contractors to assist her law practice; the division requested supporting documentation. (Prehearing Conference Summary, May 14, 2019).

20) On June 25, 2019, the division requested MPC to produce outstanding items set forth in its December 6, 2018 discovery demand. (Petitioner’s Notice of Evidence Introduced for the Hearing on the Written Record, February 6, 2020, Exhibit 11).

21) On October 8, 2019, Minor said she would provide the name of the answering service she uses. (Prehearing Conference Summary, October 8, 2019).

22) On October 15, 2019, the division asked Minor to produce the name of the answering service she uses. (Petitioner’s Notice of Evidence Introduced for the Hearing on the Written Record, February 6, 2020, Exhibit 13).

23) On November 5, 2019, when the division phoned MPC, a person calling herself as “Marleena” answered the call and said she was “an employee of Michelle’s” and “not [of] an

answering service.” (Prehearing Conference Summary, October 8, 2019; Petitioner’s Notice of Evidence Introduced for the Hearing on the Written Record, February 6, 2020, Exhibits 8, 14, and 20).

24) Based on the payroll records MPC produced, it employed four different individuals from January 1, 2017, through March 31, 2019, and was uninsured for workplace injuries for 6,944.73 work hours, which is equivalent to 8.57 workhours per day. (Petitioner’s Notice of Evidence Introduced for the Hearing on the Written Record, February 6, 2020, Exhibit 8).

25) MPC has not had workers compensation coverage from April 18, 2013 through June 5, 2013, and from September 3, 2013, to March 5, 2020, totaling 2,375 calendar days, which is equivalent to 2,544 ($2,375 \times 8.57 / 8 = 2,544$) uninsured employee workdays. (Petitioner’s Notice of Evidence Introduced for the Hearing on the Written Record, February 6, 2020, Exhibit 9).

26) The prorated premium for MPC’s policy is \$0.97 per day (\$354 divided by 365 days), which totals \$2,303.75 for 2,375 uninsured calendar days. Four times the prorated amount is \$9,215.00. (Petitioner’s Notice of Evidence Introduced for the Hearing on the Written Record, February 6, 2020, Exhibit 15).

27) The division contends seven aggravating factors apply to MPC: (1) failure to obtain workers’ compensation insurance within 10 days after the division’s notification of a lack of workers’ compensation insurance; (2) failure to maintain workers’ compensation insurance after previous notification by the division of a lack of coverage; (3) violation of AS 23.30.075 that exceeds 180 calendar days; (4) previous violation of AS 23.30.075; (5) failure to comply with the division’s initial discovery demand within 30 days after the demand; (6) history of injuries sustained by one or more employees while employer was in violation of AS 23.30.075; and (7) cancellation of a workers’ compensation insurance policy due to the employer’s failure to comply with the carrier’s requests or procedures. With seven aggravating factors, the division contends the penalty range is between \$500 and \$999 per uninsured employee workday pursuant to 8 AAC 45.176(a)(5). (Hearing Brief, February 26, 2020; Petitioner’s Notice of Evidence Introduced for the Hearing on the Written Record, February 6, 2020, Exhibit 16).

28) With 2,544 uninsured employee workdays, MPC’s civil penalty could be between \$1,272,000 and \$2,541,456. (Inference drawn from above).

29) MPC did not comply with the April 4, 2019 discovery order; it did not produce outstanding items set forth in the division’s December 6, 2018 discovery demand. Further, MPC did not provide any evidence regarding MPC’s income or the answering service it uses. (Agency file).

30) MPC’s total reportable payroll was \$58,119.85 for 2014, \$55,778.75 for 2015, \$52,371.06 for 2016, \$54,849.25 for 2017, \$57,590.00 for 2018, and \$16,639.63 for the first quarter of 2019. Thus, its average quarterly payroll from 2014 through the first quarter of 2019 was \$14,064.22, and its average yearly payroll was \$56,256.86. (Petitioner’s Notice of Evidence Introduced for the Hearing on the Written Record, February 6, 2020, Exhibit 17).

PRINCIPLES OF LAW

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

AS 23.30.075. 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 duly authorized to transact the business of workers’ compensation insurance in this state, or shall furnish the division satisfactory proof of the employer’s financial ability to pay directly the compensation provided for. . . .

(b) If an employer fails to insure and keep insured employees subject to this chapter or fails to obtain a certificate of self-insurance from the 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 23.30.080. Employer’s failure to insure. . . .
. . . .

(f) If an employer fails to insure or provide security as required by AS 23.30.075, the division may petition the board to assess a civil penalty of up to \$1,000 for each employee for each day an employee is employed while the employer failed to insure or provide the security required by AS 23.30.075. . . .

(g) If an employer fails to pay a civil penalty order issued under (d), (e), or (f) of this section within seven days after the date of service of the order upon the employer, the director may declare the employer in default. . . .

Alaska's penalty provision in AS 23.30.080(f) is one of the highest in the nation. *In re Alaska Native Brotherhood #2*, AWCBC Decision No. 06-0113 (May 8, 2006). Alaska's statute's severity is a policy statement: Failure to insure for workers' compensation liability will not be tolerated in Alaska.

A penalty is based on the unique circumstances arising in each case. The primary goal in assessing a penalty under AS 23.30.080(f) is not to be unreasonably punitive, but rather is to bring an employer into compliance, deter future lapses, ensure continued employment for the business' employees in a safe work environment, and satisfy the community's interest in fairly penalizing an offender. *In re Alaska R&C Communications, LLC v. State*, AWCAC Decision No. 088 (September 16, 2008). The division has the burden of production and persuasion on facts and circumstances to support imposing a particular penalty, including factors supporting an enhanced penalty. The employer also has the burden to establish facts and circumstances that may be considered to excuse or mitigate a penalty. *Id.* at 23. A penalty is not intended to destroy a business or cause employment loss. *Id.* at 27.

In *In re Titan Enterprises, LLC*, AWCAC Decision No. 227 (July 11, 2016), the commission said the board's first task is to set the total penalty in an amount proportionate to the employer's financial gain and resources at the time of the lapse. *Id.* at 26. *In re Titan Enterprises* stated:

There is no presumption that an employer is able to pay a particular penalty simply because the penalty is within the range established by statute; therefore, since the division seeks imposition of the penalty, it is the division's burden to show that the penalty sought is payable by the employer. *Id.* at 27.

AS 23.30.085. Duty of employer to file evidence of compliance. (a) An employer subject to this chapter, unless exempted, shall initially file evidence of

compliance with the insurance provisions of this chapter with the division, in the form prescribed by the director. The employer shall also give evidence of compliance within 10 days after the termination of the employer's insurance by expiration or cancellation. . . .

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 . . . is conclusive even if the evidence is conflicting or susceptible to contrary conclusions. . . .

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. . . .

The board's credibility findings are "binding for any review of the Board's factual findings."
Smith v. CSK Auto, Inc., 204 P.3d 1001, 1008 (Alaska 2009).

8 AAC 45.120. Evidence

. . . .

(e) Technical rules relating to evidence and witnesses do not apply in board proceedings, except as provided in this chapter. Any relevant evidence is admissible if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but it is not sufficient in itself to support a finding of fact unless it would be admissible over objection in civil actions. . . .

8 AAC 45.176. Failure to provide security: assessment of civil penalties. (a) If the board finds an employer to have failed to provide security as required by AS 23.30.075, the employer is subject to a civil penalty under AS 23.30.080(f), determined as follows:

. . . .

(5) if an employer is found to have no fewer than seven and no more than 10 aggravating factors, the employer will be assessed a civil penalty of no less than \$500 and no more than \$999 per uninsured employee workday; however, the civil penalty may not be less than four times the premium the employer would've paid had the employer complied with AS 23.30.075; without a board hearing, if an employer agrees to a stipulation of facts and executes a

confession of judgment without action, the employer will be given a 25% discount of the assessed civil penalty; however, the discounted amount may not be less than this any civil penalty that would be assessed under (4) of this subsection. . . .

(d) For the purposes of this section, ‘aggravating factors’ include

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

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

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

(4) previous violations of AS 23.30.075;

. . . .

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

. . . .

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

. . . .

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

ANALYSIS

What is an appropriate civil penalty against MPC?

It is undisputed MPC failed to insure for workers’ compensation liability from April 18, 2013 through June 5, 2013, and from September 3, 2013, to March 5, 2020. MPC employed three to four individuals and was uninsured for workplace injuries for 2,375 uninsured calendar days which resulted in 2,544 uninsured employee workdays. In addition, MPC had seven aggravating factors: (1) it failed to obtain workers’ compensation insurance within 10 days after the division’s August 7, 14, and 20, 2018 notifications of a lack of workers’ compensation insurance (8 AAC 45.176(d)(1)); (2) it failed to maintain workers’ compensation insurance after the division’s August 7, 14, and 20, 2018 notifications of a lack of coverage (8 AAC 45.176(d)(2)); (3) it was uninsured for a total of 2,375 calendar days, well beyond 180 calendar days (8 AAC

In re LAW OFFICES OF MICHELLE V. MINOR, P.C.

45.176(d)(3)); (4) it was found to be in violation of AS 23.30.075 on October 3, 2012 (8 AAC 45.176(d)(4)); (5) it did not comply with the division's initial discovery demand served on December 13, 2018, which deadline was extended to March 4, 2019 from January 16, 2019 (8 AAC 45.176(d)(7)); (6) Calhoun was injured while MPC was in violation of AS 23.30.075 (8 AAC 45.176(d)(10)); and (7) Liberty cancelled MPC's workers' compensation policy due to MPC's failure to comply with its document requests (8 AAC 45.176(d)(13)). Given seven aggravating factors, MPC's civil penalty assessment is calculated within the range between \$500 and \$999 per workday, and with 2,544 uninsured employee workdays, MPC's civil penalty could be between \$1,272,000 and \$2,541,456. 8 AAC 45.176(a)(5).

The law provides stiff civil penalties for uninsured employers. AS 23.30.080(f); 8 AAC 45.176(a); *In re Alaska Native Brotherhood #2*. However, the goal in assessing a civil penalty is not to put employers out of business or destroy employment. The purpose in assessing a civil penalty is to bring them into compliance, deter future lapses, ensure continued employment for their workers in a safe environment, and fairly penalize them as offenders. *In re Alaska R&C*. This decision must also consider MPC's ability to pay. *In re Titan Enterprises*.

Here, MPC's total reportable payroll was \$58,119.85 for 2014, \$55,778.75 for 2015, \$52,371.06 for 2016, \$54,849.25 for 2017, \$57,590.00 for 2018, and \$16,639.63 for the first quarter of 2019. Its average quarterly payroll from 2014 through the first quarter of 2019 was \$14,064.22; its average yearly payroll was \$56,256.86. The October 3, 2012 stipulation in AWCB Case Number 700004027 assessed Minor operating as MPC to a civil penalty of \$21,070.00 and found its average yearly payroll was \$53,594.68 from 2006 to 2012; she paid a discounted civil penalty of \$15,802.50. It can be deduced MPC's average yearly payroll has ranged between \$53,594.68 and \$56,256.86 since 2006.

Minor is evasive and lacks credibility. AS 23.30.122; *Smith*. At the April 4, 2019 prehearing conference, Minor admitted she did not have workers' compensation coverage for her employees and agreed to discontinue their employment until she obtained it. In a letter dated April 25, 2019, Minor stated she employed Knuutila from September 2013 through January 2018. However, after the division served its December 6, 2018 petition, on December 17, 2018, it received a return

receipt signed by "Nancy Knuutila." In the same letter, Minor admitted Marleena Merchant began working part-time in March 2018 and did not provide an employment end date. When the division phoned MPC on November 5, 2019, a person identifying herself as "Marleena" answered the call and said she was "an employee of Michelle's" and "not [of] an answering service." AS 23.30.135; 8 AAC 45.120(e). Minor contended she did not have any employees but hired paralegals as independent contractors to assist her law practice; yet, she failed to respond to the division's request for supporting documentation. Further, Minor failed to comply with the April 4, 2019 discovery order.

Due to MPC's failure to comply with discovery, it is not plausible to determine its income. However, based on its payroll records, it can be concluded MPC has generated adequate dispensable income to meet its payroll obligations. *Rogers & Babler*. A business owner hires employees to make profit; MPC has maintained an average yearly payroll of \$53,594.68 to \$56,256.86 for more than thirteen years. More likely than not, it generates sufficient income to keep doing so. *Id.* Therefore, if MPC had an ability to pay a discounted civil penalty of \$15,802.50 in 2012, it can presently pay the same amount. *Titan*. Though seven aggravating factors apply here and MPC's civil penalty should be between \$1,272,000 and \$2,541,456, evidence support it can pay \$15,802.50 at minimum. 8 AAC 45.176(a)(5); *Id.* This amount is no less than \$9,215.00, which is four times the premium MPC would have paid had it complied with AS 23.30.075. 8 AAC 45.176(a)(5). Therefore, MPC will be assessed a civil penalty in the amount of \$15,802.50. Because Minor had authority to insure and was actively in charge of MPC, Minor shall be personally liable for the \$15,802.50 penalty. AS 23.30.075(b).

CONCLUSION OF LAW

\$15,802.50 is an appropriate civil penalty against MPC.

ORDER

- 1) The division's December 6, 2018 petition against MPC is granted.
- 2) Pursuant to AS 23.30.080(f), MPC and Michelle Minor jointly and severally are assessed \$15,802.50 in a civil penalty.

- 3) Pursuant to AS 23.30.075(b) and AS 23.30.080(g), Minor shall pay \$9,802.50 within seven (7) days of this decision. Thereafter, on the first day of each consecutive month Minor shall make monthly payments in the sum of \$500 for 12 consecutive months until the total civil penalty of \$15,802.50 is paid in full.
- 4) Minor is ordered to make her payment to the Alaska Department of Labor, Division of Workers' Compensation, P.O. Box 115512, Juneau, Alaska 99811-5512. **Minor is ordered to make her check payable to the Alaska Workers' Compensation Benefits Guaranty Fund. Checks must include AWCB Case Number 700006963, and AWCB Decision Number 20-0023.**
- 5) The division is directed to monitor MPC and Minor for one (1) year from this decision's date for continued compliance with the Act's insurance requirements.
- 6) The division's Collection Officer is ordered to prepare a proposed Liability Discharge Order within 120 days of Minor's full and timely civil penalty payment as set forth in this decision and order. The proposed order will be addressed in accord with 8 AAC 45.130.

Dated in Anchorage, Alaska on April 13, 2020.

ALASKA WORKERS' COMPENSATION BOARD

_____/s/
Jung M. Yeo, Designated Chair

_____/s/
Robert Weel, Member

APPEAL PROCEDURES

This compensation order is a final decision and becomes effective when filed in the board's office, unless it is appealed. Any party in interest may file an appeal with the Alaska Workers' Compensation Appeals Commission within 30 days of the date this decision is filed. All parties before the board are parties to an appeal. If a request for reconsideration of this final decision is timely filed with the board, any proceedings to appeal must be instituted within 30 days after the reconsideration decision is mailed to the parties or within 30 days after the date the reconsideration request is considered denied because the board takes no action on reconsideration, whichever is earlier. A party may appeal by filing with the Alaska Workers' Compensation Appeals Commission: (1) a signed notice of appeal specifying the board order appealed from; 2) a statement of the grounds for the appeal; and 3) proof of service of the notice and statement of grounds for appeal upon the Director of the Alaska Workers' Compensation Division and all parties. Any party may cross-appeal by filing with the Alaska Workers' Compensation Appeals Commission a signed

notice of cross-appeal within 30 days after the board decision is filed or within 15 days after service of a notice of appeal, whichever is later. The notice of cross-appeal shall specify the board order appealed from and the grounds upon which the cross-appeal is taken. Whether appealing or cross-appealing, parties must meet all requirements of 8 AAC 57.070.

RECONSIDERATION

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

MODIFICATION

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

CERTIFICATION

I hereby certify the foregoing is a full, true and correct copy of the Final Decision and Order in the matter of Law Offices of Michelle V. Minor P.C.; Employer / respondent; Case No. 700006963; dated and filed in the Alaska Workers' Compensation Board's office in Anchorage, Alaska, and served upon the parties by First-Class U.S. Mail, postage prepaid, on April 13th, 2020.

/s/

Kimberly Weaver, Office Assistant