

ALASKA WORKERS' COMPENSATION BOARD



P.O. Box 115512

Juneau, Alaska 99811-5512

JACQUELYN DUNN,)
)
Employee,)
Claimant,) INTERLOCUTORY
) DECISION AND ORDER
v.)
) AWCB Case No. 202121193
BAXTER STAFFING, LLC,)
) AWCB Decision No. 23-0014
Employer,)
and) Filed with AWCB Anchorage,
) Alaska on February 28, 2023
REPUBLIC INDEMNITY CO. OF)
AMERICA (RIG),)
)
Insurer,)
Defendants.)
)

Jacquelyn Dunn's (Employee) Petition for Interim Attorney's fees was heard on the written record on February 14, 2023 in Anchorage, Alaska, a date selected on January 4, 2023. A December 23, 2022 hearing request gave rise to this hearing. Attorney Jung Yeo represented Employee. Attorney Michelle Meshke represented Baxter Staffing, LLC and its insurer (Employer). The record closed at the hearing's conclusion on February 14, 2023.

ISSUE

Employee contends her attorney provided valuable services in obtaining a second independent medical examination (SIME) through stipulation and he should be awarded interim fees.

Employer contends that because the SIME was stipulated to and not the result of a contested hearing, the Employee is not entitled to fees. Employer also contends Employee's attorney fees are excessive and unreasonable to secure an SIME.

Is the Employee entitled to interim attorney's fees?

FINDINGS OF FACT

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

- 1) On August 27, 2020, Employee sustained injuries to her head, neck, shoulder and back when she was assaulted by a patient while working for a home health service. (First Report of Occupational Injury, September 5, 2020).
- 2) On June 2, 2021, Employee while lifting a patient from her bed sustained injuries to her lower back. (First Report of Occupational Injury, June 16, 2021).
- 3) On June 17, 2022, Employee's attorney filed his entry of appearance. (Entry of Appearance, June 17, 2022).
- 4) On August 10, 2022, Employee petitioned for an SIME for her lower back injury sustained on June 2, 2021. (Petition, August 10, 2022).
- 5) On August 11, 2022, Employee petitioned for an SIME for her head, neck, shoulder and back injury sustained on August 27, 2020. (Petition, August 11, 2022).
- 6) A Petition for an SIME is a one-page form with boxes for the parties to check to provide notice to the Division that a party believes an SIME is warranted. The form provides notice to an opposing party that an SIME is being requested. Attached to the petition is an SIME form. The form is a standardized document in which the parties can succinctly delineate various medical issues and disputes into a format that is more concise. The form acts as a "fill in the box" type of document with categories specified for the parties to input certain information so that it can be processed by the Division. The SIME form also requires that the parties submit medical documentation to support their position. The medical records and their review are often the most onerous part of petitioning for an SIME. (Experience, observations, and judgment).
- 7) On August 16, 2022, at a prehearing conference the parties agreed to "consolidate" both injuries into one master case. (Prehearing Conference Summary, August 16, 2022).

- 8) On August 30, 2022, Employer opposed both SIME requests citing a need to depose Employee's physician and complete additional discovery. (Amended Answer to Employee's Petitions for an SIME, August 30, 2022).
- 9) On August 31, 2022, Employee requested a hearing on her two petitions for SIMEs. (Affidavit of Readiness for Hearing, August 31, 2022).
- 10) On September 12, 2022, Employer filed a limited opposition to Employee's hearing request. It contended a prehearing conference was necessary for the parties to identify issues presented in Employee's SIME petitions. (Affidavit of Limited Opposition to Affidavit of Readiness, September 12, 2022).
- 11) At a prehearing conference on September 20, 2022, the parties stipulated to a panel SIME with an orthopedic surgeon and a neurologist. The parties set deadlines for paperwork prior to the SIME and agreed Employee's deposition was necessary prior to the SIME. (Prehearing Conference Summary, September 20, 2022).
- 12) On November 11, 2022, the parties stipulated to extend the SIME binder deadline to December 5, 2022. (Stipulation to Extend SIME Binder Deadline, November 11, 2022).
- 13) On December 5, 2022, Employee petitioned for interim attorney fees as they related to securing an SIME. (Petition, December 5, 2022).
- 14) On December 23, 2022, Employer opposed Employee's petition for interim attorney fees. It contended (1) Employee failed to submit an affidavit itemizing fees and costs, (2) the SIME while initially opposed for discovery reasons was ultimately stipulated to, and (3) Employee's petition had not been set for hearing and awarding fees in absence of a hearing would set a bad precedent resulting in litigation over fees. (Employer's Opposition to Petition for Interim Attorney Fees, December 23, 2022).
- 15) On December 23, 2022, Employee requested a hearing on her petition for interim attorney fees. (Affidavit of Readiness for Hearing, December 23, 2022).
- 16) On January 3, 2023, Employer opposed Employee's hearing request contending a need to arrange a mutually convenient hearing date between the parties that could be addressed at the scheduled January 4, 2023 prehearing conference. (Affidavit of Limited Opposition to Affidavit of Readiness, January 3, 2023).
- 17) At a prehearing conference on January 4, 2023, the parties stipulated to a hearing on the written record on February 14, 2023. The parties were to file all legal memoranda by February

14, 2023, with all evidence filed by January 26, 2023. (Prehearing Conference Summary, January 4, 2023).

18) On February 6, 2023, Employee filed an Affidavit of Counsel for Award of Interim Attorney Fees and Costs, which applied the factors under *Rusch v. Southeast Alaska Regional Health Consortium*, 453 P.3d 784 (Alaska 2019) to determine reasonable attorney fees. She contends (1) the time and labor to secure a panel SIME was considerable she contends over 1,000 pages of medical records related to two separate work injuries were reviewed as part of the legal work performed in securing an SIME. (2) That acceptance of the current case precluded the attorney from taking on other cases. (3) The board had previously awarded an attorney with three years' experience \$350 per hour, and therefore Employee's attorney's rate of \$395 was customary and usual. (4) The attorney's time is delineated within his fee affidavit showing that all work on the case up to this point has been to secure an SIME. (5) All time limits imposed by the client or circumstances have been met by Employee's attorney. (6) The relationship between Employee and her attorney is solely based on providing legal representation to an injured worker professionally, the Employee retained her in June of 2022, and he began work immediately on securing an SIME. (7) Her attorney has been active in the practice of law since 2008, starting out in the Kern County Department of Child Support Services in California until moving to Alaska in 2019 where he spent three years adjudicating workers' compensation cases. As a hearing officer her attorney presided over workers' compensation cases, wrote orders and conducted advanced legal research on complex workers' compensation issues. More recently, he has been representing injured workers as of April 2022. (8) The attorney's fees in this matter are contingent upon the success of the Employee in her claims. Employee's attorney's initial affidavit accounted for all work performed on the case since the attorney was retained, total hours were 42.8 with a total cost of \$16,699.00. Based on Employee's attorney's fee affidavit, the following costs were identified as related to Employee's pursuit of an SIME:

Date	Description		Time	Rate	Total
8/10/2022	Draft petition	SIME pet & form	.9	\$395.00	\$355.50
	Prepare medical summary		.2	\$395.00	\$79.00
8/11/2022	Draft petition	SIME pet & form	.3	\$395.00	\$118.50
	Review	Kirkham EME	.7	\$395.00	\$276.50
8/30/2022	Legal research	SIME	.4	\$395.00	\$158.00
11/8/2022	Deposition	Dr. Gaskill	1.1	\$395.00	\$434.50
	Travel	Dr. Gaskill depo	.5	\$395.00	\$197.50

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12/7/2022	Review	SIME Records	1.3	\$395.00	\$513.50
12/8/2022	Prepare	Affidavit; Supp SIME rec	.8	\$395.00	\$316.00
	Scan	SIME records	.6	\$50.00	\$30.00
2/3/2023	Draft Hearing Brief		5.8	\$395.00	\$2,291.00
	Draft	Fee affidavit	.8	\$395.00	\$316.00

TOTAL	13.4	\$5,086.00
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(Affidavit of Counsel for Award of Interim Attorney Fees and Costs, February 6, 2023).

19) On February 7, 2023, Employer contended it was required to fully investigate Employee’s claims once two claims were consolidated at prehearing and therefore its opposition to an SIME was based solely on discovery, and subsequently Employer stipulated to a panel SIME. The board should deny interim fees for Employee’s attorney because there was no hearing in which an SIME was ordered. If the board were to award fees they should be reduced to accurately reflect the work Employee’s attorney performed to secure the SIME. Certain fees alleged by Employee’s attorney are excessive and unrelated to the petition for an SIME and should not be awarded. (Employer’s Hearing Brief in Opposition to Petition for Interim Attorney Fees, February 7, 2023).

20) On February 14, 2023, Employee contended an SIME is a benefit, and fees have been granted at the interim level for successful prosecution of an SIME. Employee’s attorney was instrumental in obtaining an SIME. She contended Employer’s opposition to the SIME due to a need for “further discovery” is irrelevant to the board’s analysis in awarding fees. Employee contends all work performed in the case to date has been in furtherance of an SIME and therefore all fees to date should be awarded. Employee filed a supplemental fee affidavit with her brief.

Tasks related to the SIME are:

Date	Description		Time	Rate	Total
2/8/2023	Review	ER Brief	.9	\$395.00	\$355.50
2/9/2023	Draft	Brief	2.1	\$395.00	\$829.50
	Draft	Supp atty fee aff	.2	\$395.00	\$79.00

TOTAL	3.2	\$1,264.00
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(Employee’s Hearing Brief, Employee’s Supplemental Fee Affidavit February 14, 2023).

21) The record closed on February 14, 2023; any additional filings made by the parties after the record closed were not considered in this decision. (Experience, observations, judgment).

PRINCIPLES OF LAW

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

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

(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 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 23.30.145. Attorney fees.(a) Fees for legal services rendered in respect to a claim are not valid unless approved by the board, and the fees may not be less than 25 percent on the first \$1,000 of compensation or part of the first \$1,000 of compensation, and 10 percent of all sums in excess of \$1,000 of compensation. When the board advises that a claim has been controverted, in whole or in part, the board may direct that the fees for legal services be paid by the employer or carrier in addition to compensation awarded; the fees may be allowed only on the amount of compensation controverted and awarded. When the board advises that a claim has not been controverted, but further advises that bona fide legal services have been rendered in respect to the claim, then the board shall direct the payment of the fees out of the compensation awarded. In determining the amount of fees the board shall take into consideration the nature, length, and complexity of the services performed, transportation charges, and the benefits resulting from the services to the compensation beneficiaries.

(b) If an employer fails to file timely notice of controversy or fails to pay compensation or medical and related benefits within 15 days after it becomes due or otherwise resists the payment of compensation or medical and related benefits and if the claimant has employed an attorney in the successful prosecution of the claim, the board shall make an award to reimburse the claimant for the costs in the proceedings, including reasonable attorney fees. The award is in addition to the compensation or medical and related benefits ordered.

The Board has awarded attorney fees in cases where an employer unsuccessfully resisted an SIME.

Stepanoff v. Bristol Bay Native Corp., AWCB Dec. No. 09-0041 (February 26, 2009). The Commission has awarded attorney fees on a dispute concerning an SIME petition. *Gillion v. North West Co. Int'l*, AWCAC Dec. No. 253 (August 28, 2018). Both Gillion and the employer had agreed an SIME was necessary, but did not agree on the SIME form. Resolution of the dispute was necessary before the SIME could go forward. The Board eventually decided two separate forms were the equivalent of a single form, but incorrectly decided Gillion was not entitled to attorney fees as he did not prevail on getting his requested language included on the form. The Commission found Gillion prevailed when the Board ordered the SIME process to move forward, which could not have taken place without Gillion seeking a Board decision. Therefore, it found Gillion should be awarded attorney fees for the work in obtaining the ordered SIME. *Id.* at 11.

In *Adamson v. University of Alaska*, 819 P.2d 886 (Alaska 1991), the employee's attorney was successful in obtaining a second hearing before the Board, which he lost on the merits. The employee was ultimately successful on appeal to the Supreme Court. The Court denied employee's appeal of the Board denial of her claim for attorney fees for her success in obtaining the second hearing and interpreted AS 23.30.145(b) to mean the employee must be successful on the claim itself, not on the collateral issue of obtaining a second hearing. The Court remanded the attorney fees issue because the employee's appeal to the Supreme Court of her claim for chiropractic care was successful. *Id.*

Attorney fees in workers' compensation cases should be fully compensatory and reasonable so injured workers have competent counsel available to them. *Cortay v. Silver Bay Logging*, 787 P.2d 103, 108 (Alaska 1990). An employee is entitled to attorney fees when the attorney is instrumental in inducing an employer to pay benefits voluntarily but belatedly. *Childs v. Copper Valley Elec. Ass'n*, 860 P.2d 1184, 1190 (Alaska 1993).

In *Rusch v. Southeast Alaska Regional Health Consortium*, 453 P.3d 784 (Alaska 2019), after a contentious case, the parties reached a settlement of all benefits except the employee's attorney fees. The claimant's attorney sought \$425 per hour and submitted an affidavit detailing 277.55 hours of work as well as a list of witnesses who would testify at a hearing on his fees. At hearing, the claimant was permitted to testify, but the attorney and other witnesses were precluded from

testifying. The Board did allow the claimant’s attorney to file a declaration stating he had more than 35 years’ experience practicing law in multiple states, had represented hundreds of personal injury clients and dozens of workers’ compensation clients, including many clients he had assisted *pro bono*. In reviewing the claimed hourly rate, the Board stated it would review attorney fee awards in other published cases, but did not provide the parties with copies of the decisions or the names of the cases upon which it relied. The Board reduced claimant’s attorney’s hourly rate to \$300 per hour and the amount for “paralegal tasks” to \$130 per hour. In addition, the panel reduced the fee for time spent on tasks on which the claimant failed. The Supreme Court reversed, holding the Board should have considered the witnesses’ testimony and allowed the parties the opportunity to respond to any cases or other information on which it relied. The Court held that because attorneys are not required to hire paralegals, it was improper to reduce the hourly rate when the work is done by the attorney. The Court also held the Board must consider all an attorney’s experience, not just the attorney’s compensation experience. The Court held the Board must consider all factors in Alaska Rule of Professional Conduct 1.5(a) when determining a reasonable attorney fee. Those factors are:

1. the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal services properly;
2. the likelihood, that the acceptance of the employment will preclude other employment by the lawyer;
3. the fee customarily charged in the locality for similar services;
4. the amount involved and the results obtained;
5. the time limitations imposed by the client or by the circumstances;
6. the nature and length of the professional relationship with the client;
7. the experience, reputation and ability of the lawyer or lawyers performing the services; and
8. whether the fee is fixed or contingent.

In *Guilford v. Weidner Investment Services*, 522 P.3d 1085, 1107. (Alaska, 2023). The Supreme Court of Alaska remanded a superior court order reducing the prevailing party’s attorney fees. The case dealt with the Alaska Uniform Residential Landlord Tenant Act which has similar language

for awarding attorney’s fees as the Alaska Worker’s Compensation Act. The superior court originally reasoned that URLTA provides for recovery of attorney’s fees to represent tenants who might otherwise be incapable of hiring representation but that the fee provision in the act “should not be applied as if it were a guarantee of full employment for lawyers.” The Court cautioned that in determining whether fees are reasonable the superior court erred when it decided that the damages recovered by the tenant were small in comparison to the fees her attorney incurred and therefore should her attorney’s fees should be reduced by 50%. The Court found that discounting an award of attorney’s fees under URLTA because the attorney worked inefficiently or acted vexatiously may be appropriate.

AS 23.30.395. Definitions. In this chapter

....

(26) “medical and related benefit” includes but is not limited to physicians’ fees, nurses’ charges, hospital services, hospital supplies, medicine and prosthetic devices, physical rehabilitation, and treatment for the fitting and training for use of such devices as may reasonably be required which arises out of or is necessitated by an injury, and transportation charges to the nearest point where adequate medical facilities are available;

8 AAC 45.090. Additional examination. . . .

....

(b) Except as provided in (g) of this section, regardless of the date of an employee’s injury, the board will require the employer to pay for the cost of an examination under AS 23.30.095(k), AS 23.30.110(g), or this section.

(g) If an employee does not attend an examination scheduled in accordance with AS 23.30.095(e), AS 23.30.095(k), AS 23.30.110(g), or this section,

- (1) the employer will pay the physician’s fee, if any, for the missed examination; and
- (2) upon petition by a party and after a hearing, the board will determine whether good cause existed for the employee not attending the examination; in determining whether good cause existed, the board will consider when notice was given that the employee would not attend, the reason for not

attending, the willfulness of the conduct, any extenuating circumstances, and any other relevant facts for missing the examination; if the board finds

- (A) good cause for not attending the examination did not exist, the employee's compensation will be reduced in accordance with AS 23.30.155(j) to reimburse the employer the physician's fee and other expenses for the unattended examination; or
- (B) good cause for not attending the examination did exist, the physician's fee and other expenses for the unattended examination is the employer's responsibility.

ANALYSIS

Is Employee entitled to interim attorney's fees?

Employee requests attorney fees for time spent pursuing his September 10, 2022 petition seeking an SIME, and associated costs. AS 23.30.145(b). An attorney fee award is permitted when an employee has successfully prosecuted a claim or benefit. *Id.* Employer contends Employee is not entitled to attorney fees because the SIME was subsequently stipulated to in lieu of going to hearing. AS 23.30.395(26) states "medical and related benefits includes but is not limited to physicians' fees. . . ." An SIME involves physician's fees for medical records review and examination to obtain a medical opinion from a physician and Employer is required to pay for the SIME cost. 8 AAC 45.090(b). An employee cannot be ordered to pay for the SIME costs, unless she fails to attend the SIME without good cause at which point she still would not pay outright but would have her compensation reduced to reimburse the employer. 8 AAC 45.090(b), (g). Furthermore, attorney fees in cases where an employer unsuccessfully resisted an SIME are routinely awarded. *Stepanoff; Gillion.* The SIME would not have gone forward had Employee not filed a petition and sought an order, as Employer initially opposed an SIME. *Gillion.* Therefore, Employee is entitled to the part of her attorney's fees spent pursuing his September 10, 2022 petition seeking an SIME because she was successful on her petition when the parties stipulated to an SIME. *Guilford.*

Employee's lawyer's fee affidavit included all work performed from the date her attorney entered his appearance. He utilized a "block billing" format in his fee affidavit. Employee noted certain tasks performed in relation to the SIME and those were listed in a chart above. However, Employer

objected to all fees incurred to date being included as part of the interim fees, because not all tasks performed by the Employee's attorney were in furtherance of securing an SIME. Employer objects to the time as excessive and not warranted for the benefits received. Employee's attorney successfully obtained the SIME he sought, and Employer opposed. In doing so, Employee expended 16.6 hours, as his fee affidavits show. Based on the affidavits provided and review of tasks performed the time spent toward the SIME is reasonable.

In addition to reviewing the work done, *Rusch* requires review of the eight factors in Alaska Rule of Professional Conduct 1.5(a) in determining a reasonable fee. Employee addresses the *Rusch* factors in her lawyer's fee affidavit. But her attorney fails to provide further detail to support his request for all fees incurred in the case other than his contention that all work he has performed in this case is directly related to his pursuit of an SIME. By Employee's logic all fees should be included because the only benefit pursued and received to date is the SIME by stipulation. Whereas, had Employer maintained its opposition of Employee's petition for SIME and ultimately succeeded at hearing Employee would not be entitled to any fees.

1. The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal services properly.

Questions regarding SIMEs are common in workers' compensation cases. They are not particularly difficult, and do not require an unusually high level of skill to perform. Often, attorneys are asked to review hundreds of pages of medical reports in preparation for an SIME, this task can be time consuming while not being particularly novel or difficult. Employee also seeks attorney fees. Entitlement to fees does not present a novel or difficult issue, not does it require exceptional legal skill to properly draft a fee affidavit that accurately itemizes hours expended and describes the work's extent and character. *Rogers & Babler*.

2. The likelihood, that the acceptance of the employment will preclude other employment by the lawyer;

To some extent, time spent working on any client's case prevents an attorney from spending that time on another client's case. *Rogers & Babler*. Employee's attorney in his affidavit affirmed that time spent pursuing an SIME in this case precluded acceptance of work for other clients. He provides no additional detail.

The Employer stipulated to an SIME early in this matter and the work performed since the stipulation has been predominantly for Employee's interim attorney fee request. Interim fees are an indirect benefit to Employee but benefit her attorney more. An attorney's choice to vigorously litigate their fees is a decision in any case and one that would naturally take away from an attorney's ability to represent other clients. *Rogers & Babler*.

3. The fee customarily charged in the locality for similar services;

Employee contends \$395 is a customary and usual rate for work performed. Employer disagrees and suggests a rate of \$250. Attorneys with decades of experience in Alaska typically request rates above \$400 per hour, and courts have affirmed rates based on their experience level and time in practice. *Rusch*. Prior to representing injured workers, Employee's attorney worked as a child support attorney in California and served three years as a Workers' Compensation Hearing Officer. He has been performing work for clients in workers' compensation for less than a year. While Employee's attorney has only represented injured workers for a short period of time, he has spent the previous three years adjudicating workers' compensation claims, so his familiarity and experience is higher than that of an attorney just starting out representing injured workers.

4. The amount involved, and the results obtained;

Employee's attorney was successful in obtaining the SIME through a stipulation. While an SIME does not result in a monetary benefit to an employee directly, where causation is an issue, it significantly moves the case toward resolution, and attorney fees in the past have been awarded to a successful claimant. *Gillion*. Employee's attorney conducted research, had a previous injury "consolidated" at prehearing through stipulation and crafted a legitimate dispute that could have been heard at hearing for an SIME.

5. The time limitations imposed by the client or by the circumstances;

In his affidavit, Employee's attorney did not identify any time limitation imposed by the client or the circumstances.

6. The nature and length of the professional relationship with the client;

Employee's attorney filed an Entry of Appearance in June of 2022; the length of his relationship with the client has not been significant however, the short time spent with the client has been in furtherance of resolution of her claim. *Rogers & Babler*. The issues for which the client sought representation are not issues that would be considered extraordinary in workers' compensation law, the compensability of injuries. Neither party addressed how this factor should affect the attorney fees.

7. The experience, reputation and ability of the lawyer or lawyers performing the services; and

The parties disagree on the customary rate and even further disagree as to Employee's attorney's experience level. In his affidavit, the attorney contends he has been practicing law since 2008 initially in the state of California in the Child Support Division and prior to representing clients he was a hearing officer in the adjudications section for three years. He now works in claimant representation. Employer draws attention to the short time in which Employee's attorney has represented injured workers but does not dispute that the attorney was licensed in 2008. Employee's attorney is not licensed in the State of Alaska, but that is not required to represent injured workers here. As a Workers' Compensation Hearing Officer, the attorney presided over workers' compensation hearings, performed substantial legal research, and drafted and issued decisions on complicated legal matters for three years.

8. Whether the fee is fixed or contingent.

Virtually all fees for employees' attorneys in workers' compensation are contingent. The contingent nature of the work is considered in determining an appropriate hourly rate.

The attorney has represented injured workers for less than a year and is requesting the average rate for a workers' compensation attorney. Employer believes his rate should be closer to \$250. A rate of \$395 is most appropriate given the length Employee's attorney has practiced law in general, his time adjudicating workers' compensation cases, and his current experience in representing injured workers. Combining Employee's February 6, 2023 and February 14, 2023 fee affidavits, Employee will be awarded \$6,350 in attorney fees (16.0 hours X \$395 = \$6,320) + (.6 hours X

\$50.00 = \$30.00) = \$6,350). Considering the benefits obtained and the time expended, this is a reasonable, fully compensatory fee.

CONCLUSION OF LAW

Employee is entitled to attorney's fees.

ORDER

- 1) Employee's request for interim attorney's fees is granted in the amount of \$6,350.
- 2) If this matter proceeds to a merits hearing, the Employee's subsequent fee affidavit must omit the compensated tasks listed above.

Dated in Anchorage, Alaska on February 28, 2023.

ALASKA WORKERS' COMPENSATION BOARD

/s/
Kyle D. Reding, Designated Chair

/s/
Randy Beltz, Member

PETITION FOR REVIEW

A party may seek review of an interlocutory or other non-final Board decision and order by filing a petition for review with the Alaska Workers' Compensation Appeals Commission. Unless a petition for reconsideration of a Board decision or order is timely filed with the board under AS 44.62.540, a petition for review must be filed with the commission within 15 days after service of the board's decision and order. If a petition for reconsideration is timely filed with the board, a petition for review must be filed within 15 days after the board serves the reconsideration decision, or within 15 days from date the petition for reconsideration is considered denied absent Board action, whichever is earlier.

RECONSIDERATION

A party may ask the board to reconsider this decision by filing a petition for reconsideration under AS 44.62.540 and in accordance 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

