

# 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	)	
INSURE WORKERS' COMPENSATION	)	
LIABILITY, AND ASSESSMENT	)	FINAL DECISION AND ORDER
OF A CIVIL PENALTY AGAINST,	)	
	)	AWCB Case No. 700008903 and 700008904
BIPPITY BOPPITY BOO CLEANERS, LLC,	)	
	)	AWCB Decision No. 25-0015
and	)	
	)	Filed with AWCB Anchorage, Alaska
PAULENE DONAHUE D/B/A BIPPITY	)	on March 3, 2025
BOPPITY BOO CLEANERS,	)	
	)	
Respondents.	)	
	)	

---

The Division of Workers' Compensation (Division), Special Investigations Unit's (SIU) July 30, 2024 and August 16, 2024 amended petitions for failure to insure workers' compensation liability and assessment of a civil penalty were heard in Anchorage, Alaska on January 29, 2025, a date selected on October 29, 2024. A September 13, 2024 hearing request gave rise to this hearing. Investigator Michele Wall-Rood (Wall-Rood) appeared, represented the SIU and testified. Pauleene Donahue (Donahue) appeared, represented herself d/b/a Bippity Boppity Boo Cleaners and Bippity Boppity Boo Cleaners, LLC (collectively, Employers) and testified. The record closed at the hearing's conclusion on January 29, 2025.

## ISSUE

The SIU contends Donahue d/b/a Bippity Boppity Boo Cleaners was uninsured for workplace injuries in Alaska from July 5, 2022 to October 2, 2022, and Bippity Boppity Boo Cleaners, LLC

was uninsured from October 3, 2022 to April 17, 2024. It contends that a civil penalty should be assessed against Donahue d/b/a Bippity Boppity Boo Cleaners based upon 89 uninsured calendar days and two aggravating factors and against Bippity Boppity Boo Cleaners, LLC based upon 562 calendar days and three aggravating factors.

Donahue contends her residential cleaning enterprises were her first time owning a business and her businesses carry general liability insurance. She contends she thought she had exercised due diligence researching workers' compensation insurance requirements to ensure her businesses were properly insured and points to the Division's website, which states "Cleaning persons (non-commercial)" are excepted from coverage. Donahue now acknowledges her interpretation of this information was incorrect but contends the Division's website should be updated to provide additional guidance on the subject. She does not dispute the uninsured periods alleged in the SIU's hearing brief but contends any penalty assessed would cause great financial hardship to her business and her family as evidenced by unpaid medical bills for her two autistic children, her inability to secure a loan to pay any penalties assessed in these enforcement actions, her family being on public assistance, and having to apply for Social Security benefits because of her family's financial situation and the disability needs of her children. Donahue contends she obtained workers' compensation liability insurance the same day she was made aware of the requirement for her businesses to have it and she requests that no financial penalties be assessed against Employers and that Employers be issued a warning instead.

**Should Employers be assessed a civil penalty for failure to insure for workers' compensation liability?**

#### FINDINGS OF FACT

A preponderance of the evidence establishes the following facts and factual conclusions, which Employers agreed at hearing were accurate statements:

1) Donahue d/b/a Bippity Boppity Boo Cleaners was a small housekeeping and janitorial business located in Anchorage, Alaska. The business was licensed on April 30, 2021, operated year-round, and employed between one to three employees to clean private homes. (SIU Hearing Brief, January 22, 2025; Bippity Boppity Boo License Details, December 27, 2024).

- 2) Donahue also owns and operates two other businesses, Bippity Boppity Boo Cleaners, LLC, formed October 3, 2022, and Bippity Boppity Boo Commercial Cleaners, LLC, formed October 28, 2024. (Bippity Boppity Boo Cleaners, LLC License and Entity Details, December 27, 2024; Bippity Boppity Boo Commercial Cleaners, LLC License and Entity Details, December 27, 2024).
- 3) Donahue d/b/a Bippity Boppity Boo Cleaners closed in December 2022 when Donahue's new entity, Bippity Boppity Boo Cleaners, LLC, started operations. (SIU Hearing Brief, January 22, 2025).
- 4) Employers came to the attention of the SIU because of an uninsured injury report. (Wall-Rood).
- 5) On April 19, 2024, an employee of Bippity Boppity Boo Cleaners, LLC reported sustaining a right wrist overuse injury on April 5, 2024. The Division assigned the injury a case number of 202405693. (Employee Report of Occupation Injury or Illness, April 19, 2024; First Report of Injury, May 1, 2024). The injury requires surgery. (Wall-Rood). Employer has not filed documentation with the Division showing it has taken financial responsibility for the uninsured injury and is reportedly cooperating in the uninsured injury claim process. (SIU Hearing Brief, January 22, 2024). The Division has placed a lien on Donahue's personal home as a result of the uninsured injury case. (Alaska Department of Natural Resources Recorder's Office screen print, December 13, 2024). A mediation in the uninsured injury case was scheduled for January 9, 2025. (SIU Hearing Brief, January 22, 2025).
- 6) The SIU conducted records checks of current policies in the National Council for Compensation Insurance (NCCI) database and in its own Proof of Coverage (POC) database, which showed that Employers had never had workers' compensation liability coverage. (*Id.*).
- 7) On April 24, 2024, the SIU contacted Donahue by telephone, who stated she did not have workers' compensation coverage in place because her employees were domestic housekeepers, which she believed were excepted as "cleaning person[s]" under AS 23.30.230(a)(2). Donahue was advised to obtain workers' compensation liability insurance. (*Id.*).
- 8) On May 8, 2024, Donahue contacted the SIU to notify it that Bippity Boppity Boo Cleaners, LLC had obtained workers' compensation insurance. (*Id.*). The policy was effective April 17, 2024 to April 17, 2025 and the annual premium for the policy is \$1,818. (Policy Information Page, April 16, 2024; Certificate of Liability Insurance, July 9, 2024).
- 9) On May 14, 2024, the SIU filed a petition seeking a finding of failure to insure and assessment of a civil penalty against Bippity Boppity Boo Cleaners, LLC and the Division assigned a case number

of 700008903. (Petition, May 14, 2024). The SIU subsequently amended its initial petition against Bippity Boppity Boo Cleaners, LLC. (Amended Petition, July 30, 2024). That same day, the SIU also filed a petition against Donahue d/b/a Bippity Boppity Boo Cleaners and the Division assigned a case number of 700008904. (Petition, May 14, 2024). The SIU subsequently amended its initial petition twice against Donahue d/b/a Bippity Boppity Boo Cleaners. (Amended Petition, July 30, 2024; Second Amended Petition, August 16, 2024).

10) The SIU contends three aggravating factors apply to Bippity Boppity Boo Commercial Cleaners, LLC: a violation of AS 23.30.075 that exceeded 180 calendar days; a history of injuries or deaths sustained by one or more employees while employer was in violation of AS 23.30.075; and failure to gain familiarity with laws affecting the use of employee labor. It contends two aggravating factors apply to Donahue d/b/a Bippity Boppity Boo Cleaners: a history of injuries or deaths sustained by one or more employees while employer was in violation of AS 23.30.075; and failure to gain familiarity with laws affecting the use of employee labor. (SIU Hearing Briefs, January 22, 2025).

11) Bippity Boppity Boo Commercial Cleaners, LLC is a new company that is insured for workers' compensation liability. It is not the subject of the SIU's petitions. (SIU Hearing Brief, January 22, 2024).

12) On July 10, 2024, Employer provided a screen print from the Division's website that shows "Cleaning persons (non-commercial)" are excepted from workers' compensation coverage. It also states that "There are no exemptions for types of businesses. All exemptions are based on [the] type of work performed by individuals." (*Id.*; Screen print, July 9, 2024).

13) At a July 30, 2024 prehearing conference, Employers communicated their reluctance to settle the SIU's petitions, and its preference to proceed with a hearing so they could present their case to the Board explaining why they should not be penalized due to their misunderstanding of the statutes. (Prehearing Conference Summary, July 30, 2024).

14) At a September 10, 2024 prehearing conference, Employers again stated their preference to proceed with a hearing. (Prehearing Conference Summary, September 10, 2024).

15) On September 13, 2024, the SIU requested a hearing on its petitions. (Affidavits of Readiness for Hearing (ARH), September 13, 2024).

16) On November 29, 2024, in response to the SIU's request for evidence concerning Employers' ability to pay a fine, Employers provided financial documentation including a letter from

Employers' bank showing a business account balance of \$266.44, a letter from the State of Alaska Long Term Care Program showing Donahue's family's eligibility for Medicaid and the Supplemental Nutrition Assistance Program, a Social Security Administration letter creating an online account, a letter from Employers' bank showing a denied credit application, and explanations of benefits (EOB) showing medical expenses for Donahue's children not covered by insurance. (SIU Hearing Brief, January 22, 2025; Employers' Hearing Brief, December 1, 2024).

17) The lapse period for Bippity Boppity Boo Cleaners, LLC during which it utilized employee labor is from October 2, 2022 to April 17, 2024, a period of 562 calendar days. Uninsured employee workdays amounted to 538. (Uninsured Employer Worksheet, July 29, 2024).

18) The pro-rated premium for the current insurance policy is \$4.98 per day, which equates to \$2,798.76 for Bippity Boppity Boo Cleaners, LLC's 562 uninsured calendar days ( $562 \times \$4.98 = \$2,798.76$ ). (*Id.*).

19) Twice the pro-rated premium for Bippity Boppity Boo Cleaners, LLC's uninsured calendar days is \$5,597.52 ( $\$2,798.76 \times 2 = \$5,597.52$ ). (*Id.*).

20) Bippity Boppity Boo Cleaners, LLC failed to gain familiarity with laws effecting the use of employee labor. (Experience, judgment).

21) Bippity Boppity Boo Cleaners, LLC has a history of injuries or deaths sustained by one or more employees while it was in violation of AS 23.30.075. (Observations).

22) Bippity Boppity Boo Cleaners, LLC has a violation of AS 23.30.075 that exceeded 180 calendar days. (*Id.*).

23) The lapse period for Donahue d/b/a Bippity Boppity Boo Cleaners during which it utilized employee labor is from July 5, 2022 to October 2, 2022, a period of 89 days. Uninsured employee workdays amounted to 29. (Uninsured Employer Worksheet, July 29, 2024).

24) The pro-rated premium for the current insurance policy is \$4.98 per day, which equates to \$443.22 for Donahue d/b/a Bippity Boppity Boo Cleaners' 89 uninsured calendar days ( $89 \times \$4.98 = \$443.22$ ). (*Id.*).

25) Twice the pro-rated premium for Donahue d/b/a Bippity Boppity Boo Cleaners' uninsured calendar days is \$886.44 ( $\$443.22 \times 2 = \$886.44$ ).

26) Donahue d/b/a Bippity Boppity Boo Cleaners failed to gain familiarity with laws effecting the use of employee labor. (Experience, judgment).

27) Employers contended to the SIU that they would suffer financial devastation if assessed the maximum possible penalty in these cases. Facts and circumstances negatively impacting Employers' ability to pay include difficulty hiring staff, uninsured medical costs for Donahue's children and the pending uninsured injury case. (SIU Hearing Brief, January 22, 2025).

28) Employers' reported annual payroll to the Department of Labor and Workforce Development for 2022 was \$19,495.50. (DOL Payroll Summary, December 17, 2024).

29) Wall-Rood testified that Donahue cooperated in the investigation and promptly obtained insurance. (Wall-Rood).

30) Donahue testified she does not dispute the material facts alleged in the SIU's brief, such as the dates her businesses operated without insurance, employee workhours, and the number of employee workdays. She acknowledged she misunderstood the workers' compensation requirements and stated the uninsured injury case is going to cause her a "big financial hardship." In response to a question about the mediation in the uninsured injury case, Donahue testified that the employee in that case does not want to settle, now thinks she has more injuries that resulted from her work and presented some "quit large numbers" that she is asking to be reimbursed. Her residential cleaning business is not currently operating because it is hard to get employees who want to work and who are consistent, and the pool of job applicants is not very good. Donahue didn't want to have employees give her company a bad name, so she decided she was not going to have employees anymore. She will occasionally undertake one or two cleaning jobs herself, but it is difficult because of the needs of her children. Donahue did not submit profit and loss statements from her businesses as evidence of Employers' alleged inability to pay penalties because it did not occur to her to do so. (Donahue).

#### PRINCIPLES OF LAW

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

**AS 23.30.060. Election of direct payment presumed.** (a) An employer is conclusively presumed to have elected to pay compensation directly to employees for injuries sustained arising out of and in the course of the employment

according to the provisions of this chapter, until notice in writing of insurance, stating the name and address of the insurance company and the period of insurance, is given to the employee.

. . . .

**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 . . . .

(b) If an employer fails to insure and keep insured employees subject to this chapter . . . upon conviction, the court shall impose a fine of \$10,000 and may impose a sentence of imprisonment for not more than one year. . . .

**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 \$1,000.00 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. The failure of an employer to file evidence of compliance as required by AS 23.30.085 creates a rebuttable presumption that the employer failed to insure or provide security as 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. The director shall file a certified copy of the penalty order and declaration of default with the clerk of the superior court. The court shall, upon the filing of the copy of the order and declaration, enter judgment for the amount declared in default if it is in accordance with law. Anytime after a declaration of default, the attorney general shall, when requested to do so by the director, take appropriate action to ensure collection of the defaulted payment. Review of the judgment may be had as provided under the Alaska Rules of Civil Procedure. Final proceedings to execute the judgment may be had by writ of execution.

When an employer subject to AS 23.30.075 fails to insure for workers' compensation liability, the law grants discretion to assess a civil penalty of up to \$1,000 for each employee, for each day an employee is employed while the employer fails to insure. The legislature has made its intentions clear; uninsured employers are subject to a severe penalty when employees are permitted to work without workers' compensation liability insurance in place. *Miller's Market*

*v. State of Alaska*, AWCAC Decision No. 161 (May 14, 2012) at 5 (quoting the Board's decision with approval) (citation omitted).

The primary goal of a penalty under AS 23.30.080(f) is not to be unreasonably punitive, but rather to bring an employer into compliance, deter future lapses, provide for the continued employment for the business's employees in a safe work environment, and satisfy the community's interest in fairly penalizing an offender. *Alaska R&C Communications, LLC v. State of Alaska, Division of Workers' Compensation*, AWCAC Dec. No. 088 (September 16, 2008) at 22. A penalty is not intended to destroy a business or cause the loss of employment. *Id.* at 27. On the other hand, while there is a strong public interest in preserving employment opportunities where possible, there are employers so grossly incompetent in business or so exploitive of their employees that there is little public interest in their continued viability. *Id.* at 28.

The Board has discretion to suspend part of a penalty, such as when ordering an entire penalty to be paid would jeopardize the continued viability of the business. *Miller's Market* at 7-8. However, suspending an entire penalty amount is incompatible with the deterrent and punitive purposes of AS 23.30.080(f), and absent a finding that such a suspension is necessary in order to provide for continued, safe employment, a minimum civil penalty should be imposed. *State of Alaska v. Lawn Ranger of Alaska, LLC*, AWCAC Dec. No. 224 (March 7, 2016) at 9, 10-11. If part of a penalty is conditionally suspended, the employer's liability for the suspended portion must be discharged on satisfaction of the conditions. *Moore v. State of Alaska*, AWCAC Dec. No. 092 (November 17, 2008) at 23.

It is inconsistent with the restorative purposes of AS 23.30.080(f) to impose on an individual an unconditional and unsuspended penalty that is beyond the individual's ability to pay when the penalty imposed is unconnected to the individual's future conduct as an employer. *Titan Enterprises, LLC v. State of Alaska*, AWCAC Dec. No. 227 (July 11, 2016) at 27.

**AS 23.30.122. Credibility of witnesses.** The board has the sole power to determine the credibility of a witness. A finding by the board concerning the weight to be accorded a witness's testimony, including medical testimony and



reports, is conclusive even if the evidence is conflicting or susceptible to contrary conclusions. The findings of the board are subject to the same standard of review as a jury's finding in a civil action.

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

**AS 23.30.230. Persons not covered.** (a) The following persons are not covered by this chapter:

....

(2) a cleaning person;

....

**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:

....

(3) if an employer has not previously violated AS 23.30.075, and is found to have no more than three aggravating factors, the employer will be assessed a civil penalty of no less than \$10 and no more than \$50 per uninsured employee workday; however, the civil penalty may not be less than two times the premium the employer would have 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 percent discount of the assessed civil penalty; however, the discounted amount may not be less than any civil penalty that would be assessed under (2) of this subsection;

....

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

....

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

....

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

....

(14) lapses in business practice that would be used by a reasonably diligent business person, including

....

(C) failure to gain familiarity with laws effecting the use of employee labor;

....

(e) In this section,

(1) “premium” means the current amount charged to the employer by a carrier for coverage under AS 23.30.075;

(2) “uninsured employee workday” means the total hours of employee labor utilized by the employer while in violation of AS 23.30.076 divided by eight.

The number of aggravating factors an employer has is an important consideration under the regulation. The penalty rate increases with the number of aggravating factors. *Anchorage Midtown Motel v. State of Alaska*, AWCAC Dec. No. 159 (February 14, 2012) at 16.

The Division has the burden of production and persuasion on facts and circumstances to support a particular penalty, including factors supporting an enhanced penalty. The employer has the burden to establish facts and circumstances that may be considered to excuse or mitigate a penalty. *Alaska R&C Communications* at 23.

#### ANALYSIS

#### **Should Employers be assessed a civil penalty for failure to insure for workers’ compensation liability?**

Employers do not dispute they utilized employee labor while uninsured for workers’ compensation liability during periods alleged in the SIU’s petitions. Rather, they contend mitigating factors such as allegedly misleading guidance on the Division’s website and their ability to pay penalties should be favorably considered. Employers request that no financial penalties be assessed against them and that they be issued a warning instead.

Depending upon the number of uninsured employee workdays and aggravating factors, civil penalties under the Act can be as high as \$1,000 per uninsured employee workday. AS 23.30.080(f); 8 AAC 45.176(a)(6). The legislature has made its intentions clear; uninsured employers are subject to a severe penalty when employees are permitted to work without

workers' compensation liability insurance in place. *Miller's Market*. In cases where an uninsured employer's employee has a work-related injury or death, criminal penalties may apply. AS 23.30.075(b). Uninsured employers are also conclusively presumed to have elected to pay compensation directly to injured workers or deceased workers' estates from the uninsured employer's own funds. AS 23.30.060(a).

The petition against Bippity Boppity Boo Cleaners, LLC involves three aggravating factors: a history of injuries while it was uninsured (8 AAC 45.176(d)(10)); a violation of AS 23.30.075 that exceeded 180 days (8 AAC 45.176(d)(3)); and a failure to gain familiarity with the laws affecting the use of employee labor (8 AAC 45.176(d)(14)(C)). Thus, the assessed civil penalty could range from \$10 but no more than \$50 per uninsured employee workday and must not be less than twice the prorated premium Employer would have paid had it been properly insured. 8 AAC 45.176(a)(3).

The petition against Donahue d/b/a Bippity Boppity Boo Cleaners involves a single aggravating factor. Although the SIU contends that its petition against Donahue d/b/a Bippity Boppity Boo Cleaners involves two aggravating factors, one of the two was alleged to have been a history of injuries while it was uninsured. However, the only uninsured injury in the record occurred while the employee was employed by Bippity Boppity Boo Cleaners, LLC and not Donahue d/b/a Bippity Boppity Boo Cleaners. Nevertheless, 8 AAC 45.176(a)(3) still applies because Donahue d/b/a Bippity Boppity Boo Cleaners still has no more than three aggravating factors. Thus, the assessed civil penalty could range from \$10 but no more than \$50 per uninsured employee workday and must not be less than twice the prorated premium Employer would have paid had it been properly insured. 8 AAC 45.176(a)(3).

Employers' request that they not be assessed any financial penalty and only be issued a warning is rejected at the outset because doing so would not satisfy the community's interest in fairly penalizing an offender. *R&C Communications; Lawn Ranger*. However, certain mitigating factors are considered. Although ultimately incorrect, given the separate meaning of "commercial" as opposed to "residential" within the cleaning industry, Donahue's reading of the guidance provided on the Division's website regarding "non-commercial" cleaning persons being excepted from

coverage was not unreasonable. Plus, the fact that Donahue thought to produce a screen print from the website in Employer's defense shows that she likely *attempted* to familiarize herself with the laws affecting the use of employee labor prior to being served with SIU's petitions and that her misinterpretation was an honest mistake, as she contends. Finally, Donahue's cooperation with the SIU's investigation, her reported cooperation in the uninsured injury case, and her prompt acquisition of workers' compensation insurance show that the restorative purposes of AS 23.30.080 have been met. *Titan Enterprises*. Mitigating considerations indicate a minimum penalty of two-times Employers' prorated premium should be assessed; however, Employers' ability to pay even a minimum penalty is questionable. *R&C Communications*.

In addition to having \$266.44 in her business account, and no longer employing any employees, Donahue is facing potentially ruinous liabilities in the uninsured injury case. *Rogers & Babler*. These could include medical and surgical costs, time-loss payments, permanent partial impairment compensation, reemployment costs and attorney fees. To protect its interests, the Division has placed a lien on Donahue's personal home. As Donahue testified at hearing, the uninsured injury case is going to cause her a "big financial hardship." Donahue's experience of facing these potential liabilities will serve as a deterrent against future lapses in coverage. *Lawn Ranger*.

Although the SIU provided Employers' 2022 annual payroll amount, in the absence of specific profit and loss statements that would put that payroll amount into context, Employers' ability to pay assessed penalties is difficult to determine. Moreover, nothing is known about the profitability of Bippity Boppity Boo Commercial Cleaners, LLC, which Donahue could conceivably use to pay penalties assessed here. What can be concluded is, given the unpaid medical bills for Donahue's autistic children, the denial of Donahue's loan application, Donahue's family's eligibility for Medicaid and Supplemental Nutrition Assistance Program benefits, Donahue's application for Social Security benefits, and the potential liabilities arising under the uninsured injury case discussed above, Employers' ability to pay might best be described as minimal. Accordingly, \$3,779.52 will be conditionally suspended from Bippity Boppity Boo Cleaners, LLC's \$5,597.52 penalty, leaving a penalty balance of \$1,818, an amount equivalent to its annual premium. *Miller's Market*. Similarly, \$596.44 will be conditionally suspended from Donahue d/b/a Bippity Boppity Boo Cleaners' 886.44 penalty, leaving a penalty balance \$290, which represents a penalty of \$10 per day

times the 29 uninsured employee workdays. *Id.* Suspended portions of the penalties will be discharged upon satisfaction of the terms below. *Moore.* A payment plan will also be ordered to ensure the viability penalty payments and Employers' continued businesses. *R&C Communications.*

### CONCLUSION OF LAW

Employers should be assessed a civil penalty for failure to insure for workers' compensation liability.

### ORDERS

- 1) The Division's July 30, 2024 and August 16, 2024 amended petitions are granted.
- 2) At any time BIPPITY BOPPITY BOO CLEANERS, LLC and DONAHUE D/B/A/ BIPPITY BOPPITY BOO CLEANERS have employees, they shall maintain workers' compensation insurance coverage in accord with AS 23.30.075, and shall file evidence of compliance in accord with AS 23.30.085.
- 3) Pursuant to AS 23.30.060(a) and AS 23.30.075(b), BIPPITY BOPPITY BOO CLEANERS, LLC, DONAHUE D/B/A/ BIPPITY BOPPITY BOO CLEANERS, and Donahue are personally, jointly, severally and directly liable for any and all benefits payable under the Act for compensable injuries to employees during the uninsured periods.
- 4) Pursuant to AS 23.30.080(f), BIPPITY BOPPITY BOO CLEANERS, LLC is assessed a civil penalty of \$5,597.52 of which \$3,779.52 is suspended. BIPPITY BOPPITY BOO CLEANERS, LLC must pay \$1,818 timely.
- 5) Pursuant to AS 23.30.080(f), DONAHUE D/B/A BIPPITY BOPPITY BOO CLEANERS is assessed a civil penalty of \$886.44 of which \$596.44 is suspended. DONAHUE D/B/A BIPPITY BOPPITY BOO CLEANERS must pay \$290 timely.
- 6) A payment plan is ordered.
- 7) **BIPPITY BOPPITY BOO CLEANERS, LLC shall pay \$75.75 within seven (7) days of this decision in accord with AS 23.30.080(g). Thereafter, on the 1<sup>st</sup> day of each month BIPPITY BOPPITY BOO CLEANERS, LLC shall make monthly payments in the sum of \$75.75 for 23 months until the total civil penalty of \$1,818 is paid in full.**

8) **DONAHUE D/B/A BIPPITY BOPPITY BOO CLEANERS shall pay \$12.16 within seven (7) days of this decision in accord with AS 23.30.080(g). Thereafter, on the 1<sup>st</sup> day of each month DONAHUE D/B/A BIPPITY BOPPITY BOO CLEANERS shall make monthly payments in the sum of \$12.08 for 23 months until the total civil penalty of \$290 is paid in full.**

9) BIPPITY BOPPITY BOO CLEANERS, LLC is ordered to make all payments to the Alaska Department of Labor, Division of Workers' Compensation, P.O. Box 115512, Juneau, Alaska 99811-5512. **BIPPITY BOPPITY BOO CLEANERS, LLC is ordered to make its checks payable to the Alaska Workers' Compensation Benefits Guaranty Fund. Checks must include AWCB Case Number 700008903, and AWCB Decision Number 25-0015.** If BIPPITY BOPPITY BOO CLEANERS, LLC fails to make timely civil penalty payments as ordered in this decision, the entire \$5,597.52 shall immediately be due and owing and the director may declare the entire, assessed civil penalty in default and seek collection. Pending full, civil penalty payment under AS 23.30.080(f) in accord with this Decision and Order, jurisdiction is maintained.

10) DONAHUE D/B/A BIPPITY BOPPITY BOO CLEANERS is ordered to make all payments to the Alaska Department of Labor, Division of Workers' Compensation, P.O. Box 115512, Juneau, Alaska 99811-5512. **DONAHUE D/B/A BIPPITY BOPPITY BOO CLEANERS is ordered to make its checks payable to the Alaska Workers' Compensation Benefits Guaranty Fund. Checks must include AWCB Case Number 700008904, and AWCB Decision Number 25-0015.** If DONAHUE D/B/A BIPPITY BOPPITY BOO CLEANERS fails to make timely civil penalty payments as ordered in this decision, the entire \$886.44 shall immediately be due and owing and the director may declare the entire, assessed civil penalty in default and seek collection. Pending full, civil penalty payment under AS 23.30.080(f) in accord with this Decision and Order, jurisdiction is maintained.

11) The SIU is directed to monitor BIPPITY BOPPITY BOO CLEANERS, LLC and DONAHUE D/B/A BIPPITY BOPPITY BOO CLEANERS for three (3) years from this decision's date for continued compliance with the Act's insurance requirements.

12) The Division's Collection Officer is ordered to prepare a proposed Liability Discharge Order within 120 days of BIPPITY BOPPITY BOO CLEANERS, LLC's full, 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.

13) The Division's Collection Officer is ordered to prepare a proposed Liability Discharge Order within 120 days of DONAHUE D/B/A BIPPITY BOPPITY BOO CLEANERS full, 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 March 3, 2025.

ALASKA WORKERS' COMPENSATION BOARD

\_\_\_\_\_  
/s/  
Robert Vollmer, Designated Chair

\_\_\_\_\_  
term expired 3/1/2025  
Marc Stemp, Member

\_\_\_\_\_  
/s/  
Bronson Frye, 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 BIPPITY BOPPITY BOO CLEANERS, LLC; Employer / respondent; Case No. 700008903; and DONAHUE D/B/A BIPPITY BOPPITY BOO CLEANERS Employer / respondent; Case No. 700008904; dated and filed in the Alaska Workers' Compensation Board's office in Anchorage, Alaska, and served upon the parties by certified U.S. Mail, postage prepaid, on March 3, 2025.

/s/

\_\_\_\_\_  
Lisa Clemens, Workers' Compensation Technician