ALASKA WORKERS' COMPENSATION BOARD

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

MATTHEW LATHAM, Employee, Claimant, v. GP CONSTRUCTION C/O GARRETT PIETROCK, Employer, and BENEFITS GUARANTY FUND, Insurer, Defendants.	)	FINAL DECISION AND ORDER AWCB Case No. 202121468 AWCB Decision No. 25-0039 Filed with AWCB Anchorage, Alaska on July 2, 2025.

Matthew Latham's (Employee) May 25, 2021 and May 3, 2023 claims were heard on June 4, 2025 in Anchorage, Alaska, a date selected on March 27, 2025. A February 12, 2025 hearing request gave rise to this hearing. Attorney John Franich appeared and represented Employee. Garrett Pietrock appeared and testified on behalf of GP Construction LLC (Employer). Velma Thomas, Administrator, and McKena Wentworth, claims adjuster, appeared on behalf of the Benefits Guaranty Fund (Fund). The record closed at the hearing's conclusion on June 4, 2025.

ISSUES

Employee contends his earnings history prior to his work injury did not fairly and accurately reflect his earning capacity and lost earnings during his post-injury disability. He contends his temporary total disability (TTD) compensation rate should be adjusted based upon his earnings at the time he was injured while working for Employer.

Employer did not address a compensation rate adjustment.

The Fund did not argue against a compensation rate adjustment.

1) Is Employee entitled to a compensation rate adjustment?

Employee contends he was injured on May 4, 2021 when scaffolding he was working on collapsed, causing him to fall and sustain an injury to his arm and wrist. Employee seeks temporary total disability (TTD) from the date of injury through May 5, 2022, the date of his last medical appointment.

Employer did not dispute the dates for TTD.

The Fund contends Employee is only entitled to TTD for 45 days after his August 24, 2021 appointment whereby his physician recommended the "passage of time" for Employee to return to work.

2) Is Employee entitled to TTD?

Employee contends he is entitled to a permanent partial impairment (PPI) rating and compensation after he has been deemed medically stable.

Employer did not dispute a PPI rating and compensation.

The Fund contends Employee was medically stable 45 days after his August 24, 2021 appointment. The Fund does not dispute Employee may be entitled to a PPI rating.

3) Is Employee entitled to PPI?

Employee seeks payment of past and future medical and related transportation expenses.

Employer did not dispute medical and related transportation costs.

The Fund does not dispute Employee is owed medical benefits related to the work injury. The Fund contends Employee is not entitled to any benefits after March 3, 2023 when Employee filed a claim for benefits with a different Employer.

4) Is Employee entitled to medical and related transportation costs?

Employee contends he is owed penalty and interest on all amounts. Employee concedes the Fund is not liable for penalties on compensation for benefits owed.

Employer did not dispute interest rates or penalties.

The Fund contends the correct interest rate is the one in effect at the time the benefits or compensation were due.

5) Is Employee entitled to interest and penalties?

Employee contends Employer and the Fund resisted paying benefits, and his claim was controverted or denied throughout litigation. Employee contends he is entitled to attorney's fees and costs.

Employer did not dispute attorney's fees or costs.

The Fund does not dispute Employee is entitled to attorney's fees and costs where he has prevailed on his claim.

6) Is Employee entitled to attorney's fees and costs?

Employee requests Garret Pietrock, owner of GP Construction LLC, be held personally liable for compensation owed to Employee.

Employer did not address this argument, but he is presumed to be in opposition.

7) Is Garret Pietrock personally liable for any benefits owed to Employee?

FINDINGS OF FACT

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

1) On May 4, 2021, Employee was injured when the scaffolding he was standing on at work collapsed. Employee injured his right arm when he hit the ground. (First Report of Injury, June 24, 2021).

2) On May 4, 2021, Employee was treated at Mat-Su Regional Hospital Emergency Department. He was diagnosed with an open right distal radius fracture with associated ulnar shaft fracture with marked displacement and intra-articular extension. Dr. Gregory Strohmeyer, orthopedic surgeon, performed open reduction and internal fixation of the intra-articular distal radius fracture and right ulnar shaft fracture. (Strohmeyer report, May 4, 2021).

3) On May 18, 2021, Employee returned to Dr. Strohmeyer for a post-surgical appointment. Dr. Strohmeyer noted Employee's pain is improving. Employee was ordered not to lift with his right arm. He was to return to Dr. Strohmeyer's office in four weeks to review X-rays of his wrist. (Strohmeyer report, May 18, 2021).

4) On May 25, 2021, Employee filed a claim for TTD, PPI, Compensation rate adjustment, attorney's fees and costs, medical costs, penalty, and interest. Employee indicated on his claim form the Fund was to be included as Employer was uninsured at the time of Employee's injury. (Claim, May 25, 2021).

5) On June 15, 2021, Employee was seen by Dr. Strohmeyer. He observed Employee was healing well, he recommended Employee increase activity as tolerated, and restricted Employee to lifting only one to two pounds. Dr. Strohmeyer reviewed x-rays of Employee's wrist and observed no hardware failure or loosening. (Strohmeyer report, June 15, 2021).

6) On July 9, 2021, the Fund filed an answer to Employee's May 25, 2021 claim. The Fund stated it cannot pay benefits on behalf of an uninsured Employer until a Board order issues granting Employee benefits. The Fund controverted all benefits requested by Employee. (Initial Answer to the Employee's Claim for Benefits the Alaska Workers' Compensation Benefits Guaranty Fund, Controversion Notice, July 9, 2021).

7) On July 13, 2021, Dr. Strohmeyer reviewed x-rays of Employee's wrist and performed a physical evaluation on Employee. He noted healed incisions and range of motion improvements. He recommended Employee work on range of motion for his fingers, wrist and forearm. He scheduled a follow-up appointment in six to eight weeks. (Strohmeyer report, July 13, 2021).

8) On July 20, 2021, Employee, Employer, and the Fund attended a prehearing conference. Employer did not dispute Employee's injury was compensable under the Act. (Prehearing Conference Summary, July 20, 2021).

9) On August 24, 2021, Dr. Strohmeyer recommended Employee continue activity as tolerated. He indicated Employee had not reached medical stability. He opined an impairment rating would be forthcoming once Employee reached medical stability. (Strohmeyer report, August 24, 2021).

10) On November 11, 2021, Employee reported pain radiating from his fifth metacarpal past his wrist and up to his forearm. Dr. Strohmeyer reviewed imaging of Employee's wrist revealing bone marrow edema through the fifth metacarpal with possible tear in the triangular fibrocartilage complex. Dr. Strohmeyer provided a brace and recommendation of no lifting for one month with a follow-up appointment set. (Strohmeyer report, November 11, 2021).

11) On January 7, 2022, Employee returned to Dr. Strohmeyer's office with continued complaints of wrist pain. Dr. Strohmeyer recommended hardware removal one year from the date of injury. Removing hardware from Employee's wrist would allow for better imaging to assess the source of Employee's wrist pain. Dr. Strohmeyer offered an ulnar shortening osteotomy as a possible option after hardware removal to address the wrist pain. A follow-up appointment was set for May 2022. (Strohmeyer report, January 7, 2022).

12) On May 5, 2022, Employee attended his one year follow up appointment with Dr. Strohmeyer. He reported ongoing pain in his wrist when lifting heavy objects, predominantly on the anterior and ulnar aspect of his wrist. He informed Dr. Strohmeyer he is leaning towards hardware removal. Dr. Strohmeyer planned to call Employee to provide additional details regarding surgical intervention for his wrist. (Strohmeyer report, May 5, 2022).

13) On May 3, 2023, Employee filed a claim for TTD, PPI, medical costs in an amount of $140,000.00, and a penalty for late paid compensation. (Claim, May 3, 2023).

14) On May 11, 2023, the Fund filed an answer to Employee's May 3, 2023 claim. The Fund stated it cannot pay benefits on behalf of an uninsured Employer until a Board order issues granting Employee benefits. The Fund controverted all benefits requested by Employee. (Initial Answer to the Employee's Claim for Benefits the Alaska Workers' Compensation Benefits Guaranty Fund, Controversion Notice, May 11, 2023).

15) On February 12, 2025, Employee filed his affidavit of readiness for hearing (ARH), he requested an oral hearing for two hours. (Affidavit of Readiness for Hearing, February 12, 2025).

16) On February 12, 2025, Employee filed a Report of Injury (ROI) with a different employer, Finished Works LLC. He stated he suffered an upper extremity injury on May 5, 2021, and his work with his current employer aggravated his prior injury. Employee stated he began work for Finished Works LLC on May 22, 2022. (Employee Report of Occupational Injury or Illness to Employer, AWCB Case No. 202502326, February 12, 2025).

17) On March 27, 2025, the parties attended a prehearing conference to set a hearing date. The designee set June 4, 2025 as the date for hearing on Employee's claim for TTD, PPI, a compensation rate adjustment, attorney's fees and costs, medical costs, penalty, and interest. (Prehearing Conference Summary, March 27, 2025).

18) On May 29, 2025, Employee filed his hearing brief. He contends Employer accepted responsibility for the work injury at the prehearing conference on July 20, 2021 and therefore, a compensability analysis is unnecessary. Employee requests his compensation rate be established under AS 23.30.220(a)(5), because his compensation rate at the time of injury and his likelihood of continuing in his job at the time of injury is a more accurate representation of his rate as opposed to his previous two years of employment. He is requesting TTD from the date of his injury May 4, 2021, to May 5, 2022, the date of his last medical appointment with Dr. Strohmeyer. Employee noted in his brief he was paid $4,000.00 in indemnity benefits and that amount should be deducted from any TTD amount he is awarded if successful in his claim for indemnity. Employee has not been deemed medically stable but requests PPI once he reaches medical stability. He is requesting a penalty on late paid compensation by Employer, and interest on all payments due. Employee has medical bills in excess of $140,000.00 and is asking to have his medical costs covered by Employer. He requests attorney's fees and costs for his attorney and statutory fees on any future benefits. Employee requests Employer be held personally liable for all payments and compensation owed to Employee. (Employee's Hearing Brief, May 29, 2025).

19) Employee made $39,915.00 in 2019, and $39,387.44 in 2020. Employee's spendable weekly wage using the 2019 wage is $657.10, and his TTD rate is $525.68. (Employee's 2019,

2020 W2s, https://www.labor.alaska.gov/wc/benefitcalculator.htm, date accessed, June 10, 2025).

20) On May 30, 2025 the Fund asserted it would pay benefits on behalf of the uninsured Employer only when ordered by the Board. The Fund reserves the right to assert defenses of medical issues that may occur in the future. Pertaining to TTD, the Fund contends Employee was medically stable 45 days after Employee's August 24, 2021 doctor's appointment where his treating physician recommended "passage of time" as necessary future medical treatment. The Fund also contends it is not responsible for any payments after Employee began working for a new Employer on May 22, 2022. (Benefits Guaranty Fund Hearing Brief, May 30, 2025).

21) On May 30, 2025, Employee's attorney filed a fee affidavit for work performed in this case. Franich performed 30.20 hours of work at $520.00 per hour, and paralegal DeLauriea performed 5.6 hours of work at $260.00 per hour for a total of $17,160.00. Franich's affidavit specified the factors under *Rusch* and the Alaska Rules of Professional Conduct Rule 1.5 addressing the reasonableness of his requested fees and costs. (Affidavit of Attorney's Fees, May 30, 2025).

22) At hearing, Employer stated Employee was working for him at the time of injury. He accepted responsibility for the injury but noted he did not have workers' compensation insurance at the time. When questioned as to whether Employee would have continued working for Employer after his injury, Employer stated "that was the plan." He explained after Employee's injury there were attempts to return Employee to work but ultimately, it didn't "work out." Employer corroborated Employee's wage at the time of injury was $28.00 per hour, he did not believe Employee's wage would have drastically increased in the next year but noted a $1-$2 increase would have been reasonable. (Pietrock testimony at hearing, June 4, 2025).

23) At hearing, Employee's attorney John Franich requested an additional two hours be added to his fee affidavit to account for one hour of preparation time prior to hearing and participation in the one-hour hearing on June 4, 2025. Employer and the Fund agreed to the additional two billable hours at $520.00 per hour. Franich's total fees and costs with the additional two hours is $18,200.00. (Record, Hearing, June 4, 2025).

24) According to the Alaska Court System website, and applicable statues, the relevant statutory interest rates in this case are:

Year	Interest Rate
2021-2022	3.25%
2023	7.5%
2024	8.5%
2025	7.5%

(https://public.courts.alaska.gov/web/forms/docs/adm-505.pdf, Accessed June 4, 2025).

25) At hearing, Employer agreed Employee was working for Employer when he was injured, his injury was compensable, and had he not been injured at work Employee would have continued to work for Employer. Employer confirmed Employee was making $28.00 per hour when he was injured. Employer admitted he did not have workers' compensation insurance at the time of the injury and expressed regret for the situation that developed in getting Employee treatment and compensation for his work injury. (Pietrock testimony, observations, June 4, 2025).

26) The parties have stipulated on June 4, 2025 Employee's work injury is compensable. Employer agreed Employee was working for him at the time of injury. (Hearing record, June 4, 2025).

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. . . .

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 23.30.010. Coverage. [effective November 7, 2005]** (a) Except as provided in (b) of this section, compensation or benefits are payable under this chapter for disability or death or the need for medical treatment of an employee if the disability or death of the employee or the employee's need for medical treatment arose out of and in the course of the employment. To establish a presumption

> under AS 23.30.120(a)(1) that the disability or death or the need for medical treatment arose out of and in the course of the employment, the employee must establish a causal link between the employment and the disability or death or the need for medical treatment. A presumption may be rebutted by a demonstration of substantial evidence that the death or disability or the need for medical treatment did not arise out of and in the course of the employment. . . . When determining whether or not the death or disability or need for medical treatment arose out of and in the course of the employment, the board must evaluate the relative contribution of different causes of the disability or death or the need for medical treatment. Compensation or benefits under this chapter are payable for the disability or death or the need for medical treatment if, in relation to other causes, the employment is the substantial cause of the disability or death or need for medical treatment. . . .

Morrison v. Alaska Interstate Construction, Inc., 440 P.3d 224 (Alaska 2019), said the Board must consider different causes of the "benefits sought" and the extent to which each cause contributed to the need for the specific benefit at issue. The Board must then identify one cause as "the substantial cause." *Morrison* said:

> Alaska Statute 23.30.010(a) requires the Board to "evaluate the relative contribution of different causes of . . . the need for medical treatment." That subsection then provides, "Compensation or benefits under this chapter are payable for . . . medical treatment if, in relation to other causes, the employment is the substantial cause of the . . . need for medical treatment" (citation omitted). When read together, these sentences do not reflect an instruction to consider the type of *injury* when evaluating compensability; instead, they require the Board to look at the *cause* of the injury or symptoms to determine whether "the employment" was a cause important enough to bear legal responsibility for the medical treatment needed for the injury. (*Id*. at 233-34; emphasis in original).

> **AS 23.30.075. Employer's liability to pay**. (a) An employer under this chapter, unless exempted, shall either insure and keep insured for the employer's liability under this chapter in an insurance company or association . . . or shall furnish the board satisfactory proof of the employer's financial ability to pay directly the compensation provided for . . .
>
> (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 board, 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 in which the corporation is liable under this chapter if the corporation at that time is not insured or qualified as a self-insurer.
>
> **AS 23.30.120. Presumptions.** (a) In a proceeding for the enforcement of a claim for compensation under this chapter it is presumed, in the absence of substantial evidence to the contrary, that
>
> (1) the claim comes within the provisions of this chapter. . . .

The presumption applies to any claim for compensation. *Meek v. Unocal Corp*., 914 P.2d 1276 (Alaska 1996). In the first step, the claimant need only adduce "minimal" relevant evidence establishing a "preliminary link" between the injury and employment. *Cheeks v. Wismer & Becker/G.S. Atkinson, J.V.,* 742 P.2d 239, 244 (Alaska 1987). Credibility is not weighed here. *Resler v. Universal Services Inc.*, 778 P.2d 1146 (Alaska 1989). If the employee's evidence raises the presumption, it attaches to the claim and the production burden shifts to the employer.

In the second step, the employer has the burden to overcome the presumption with substantial evidence to the contrary. *Tolbert v. Alascom, Inc.*, 973 P.2d 603 (Alaska 1999). Credibility is not examined at the second step either. *Resler*. Further addressing substantial evidence to rebut the presumption, *Huit v. Ashwater Burns, Inc.*, 372 P.3d 904, 920 (Alaska 2016), said an employer can rebut the presumption by showing the worker's injury did not arise out of his employment. To do so, it needs to show the work injury could not have caused the condition requiring treatment or causing disability (the negative-evidence test) or that another, non-work-related event or condition caused it (the affirmative-evidence test). However, "The mere possibility of another injury is not 'substantial' evidence sufficient to overcome the presumption." Similarly, an "unknown" cause is not substantial evidence to rebut the presumption.

In the third step, if the employer's evidence rebuts the presumption, it drops out and the employee must prove his claim by a preponderance of the evidence. *Huit* held in determining whether the disability or need for treatment arose out of and in the course of employment, the fact-finders in the third step must evaluate the relative contribution of different causes of the disability or need for treatment. The employee must "induce a belief" in the fact-finders' minds that the asserted facts are probably true. *Saxton v. Harris*, 395 P.2d 71, 72 (Alaska 1964).

Here, evidence is weighed, inferences drawn and credibility determined. *Steffey v. Municipality of Anchorage*, 1 P.3d 685 (Alaska 2000). If an employer fails to rebut the raised presumption with substantial evidence to the contrary, the injured worker is entitled to benefits as a matter of law. *Carter v. B&B Construction, Inc*., 199 P.3d 1150 (Alaska 2008). In *Rockney v. Boslough Construction Co.*, 115 P.3d 1240 (Alaska 2005), the Alaska Supreme Court (Court) stated, in a vocational reemployment plan case, that the statutory presumption of compensability does not apply if there is no factual dispute about an issue.

> **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 findings." *Smith v. CSK Auto, Inc.,* 204 P.3d 1001, 1008 (Alaska 2009).

> **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. Declarations of a deceased employee concerning the injury in respect to which the investigation or inquiry is being made or the hearing conducted shall be received in evidence and are, if corroborated by other evidence, sufficient to establish the injury.

> **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. 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. . . .

The Court in *Wise Mechanical Contractors v. Bignell*, 718 P.2d 971, 974-75 (Alaska 1986), held

attorney fees should be reasonable and fully compensatory, considering the contingency nature of representing injured workers, in order to ensure adequate representation. In *Bignell*, the court required consideration of a "contingency factor" in awarding fees to employees' attorneys in workers' compensation cases, recognizing attorneys only receive fee awards when they prevail on a claim. *Id*. at 973. The Court instructed the Board to consider the nature, length, and complexity of services performed, the resistance of the employer, and the benefits resulting from the services obtained, when determining reasonable attorney fees for the successful prosecution of a claim. *Id*. at 973, 975.

In *Childs v. Copper Valley Elec. Ass'n*, 860 P.2d 1184, 1190 (Alaska 1993), the Court held "attorney's fees in workers' compensation cases should be fully compensatory and reasonable," so injured workers have "competent counsel available to them." Nonetheless, when an employee does not prevail on all issues, attorney fees should be based on the issues on which the employee prevailed.

Rusch v. Southeast Alaska Regional Health Consortium, 453 P.3d 784 (Alaska 2019), held because attorneys are not required to hire paralegals, it was improper to reduce the hourly rate when paralegal work is done by an attorney. *Rusch* held in determining an attorney fee award, the Board must consider all factors in Alaska Rule of Professional Conduct 1.5(a), including:

> (1) the time and labor required, novelty and difficulty of the questions involved and skill requisite to perform the legal services properly;
> (2) the likelihood 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 results obtained;
> (5) the time limitations imposed by the client or 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.

State of Alaska, Dept. of Corrections v. Wozniak, AWCAC Dec. No 276 (March 26, 2020), held a successful attorney representing an injured worker before the Board may receive actual attorney fees in a lump-sum for work prior to hearing to obtain benefits, and may also receive

statutory minimum attorney fees for ongoing benefits the attorney successfully obtained for the worker.

> **AS 23.30.155. Payment of compensation**. (a) Compensation under this chapter shall be paid periodically, promptly, and directly to the person entitled to it, without an award, except where liability to pay compensation is controverted by the employer. . . .
>
> (b) The first installment of compensation becomes due on the 14th day after the employer has knowledge of the injury or death. On this date all compensation then due shall be paid. Subsequent compensation shall be paid in installments, every 14 days, except where the board determines that payment in installments should be made monthly or at some other period.
> . . . .
>
> (e) If any installment of compensation payable without an award is not paid within seven days after it becomes due, as provided in (b) of this section, there shall be added to the unpaid installment an amount equal to 25 percent of the installment. This additional amount shall be paid at the same time as, and in addition to, the installment, unless notice is filed under (d) of this section or unless the nonpayment is excused by the board after a showing by the employer that owing to conditions over which the employer had no control the installment could not be paid within the period prescribed for the payment. The additional amount shall be paid directly to the recipient to whom the unpaid installment was to be paid.
> . . . .
>
> (p) An employer shall pay interest on compensation that is not paid when due. . . .

In *Harp v. ARCO Alaska, Inc*., 831 P.2d 352, 358-59 (Alaska 1992), the court stated:

> For a controversion notice to be filed in good faith, the employer must possess sufficient evidence in support of the controversion that, if the claimant does not introduce evidence in opposition to the controversion, the Board would find that the claimant is not entitled to benefits (citation omitted). ([T]he only satisfactory excuse for delay in payment of disability benefits, whether prior to or subsequent to an award, is genuine doubt from a medical or legal standpoint as to liability for benefits.)
> . . . .
>
> Because neither reason given for the controversion was supported by sufficient evidence to warrant a Board decision that Harp is not entitled to benefits, the controversion was made in bad faith and was therefore invalid. A penalty is therefore required by former AS 23.30.155(e).

The penalty provision under AS 23.30.155(e) also applies to medical benefits. *Childs v. Copper Valley Electric Association*, 860 P.2d 1184 (Alaska 1993).

> **AS 23.30.185. Compensation for temporary total disability**. In case of disability total in character but temporary in quality, 80 percent of the injured employee's spendable weekly wages shall be paid to the employee during the continuance of the disability. Temporary total disability benefits may not be paid for any period of disability occurring after the date of medical stability.
>
> **AS 23.30.190. Compensation for permanent partial impairment; rating guides**.
> (a) In case of impairment partial in character but permanent in quality, and not resulting in permanent total disability, the compensation is $177,000 multiplied by the employee's percentage of permanent impairment of the whole person. . . .
>
> **AS 23.30.220. Determination of spendable weekly wage**. (a) Computation of compensation under this chapter shall be on the basis of an employee's spendable weekly wage at the time of injury. An employee's spendable weekly wage is the employee's gross weekly earnings minus payroll tax deductions. An employee's gross weekly earnings shall be calculated as follows:
>
> (1) if at the time of injury the employee's earnings are calculated by the week, the weekly amount is the employee's gross weekly earnings;
> (2) if at the time of injury the employee's earnings are calculated by the month, the employee's gross weekly earnings are the monthly earnings multiplied by 12 and divided by 52;
> (3) if at the time of injury the employee's earnings are calculated by the year, the employee's gross weekly earnings are the yearly earnings divided by 52;
> (4) if at the time of injury the employee's earnings are calculated by the day, by the hour, or by the output of the employee, then the employee's gross weekly earnings are 1/50 of the total wages that the employee earned from all occupations during either of the two calendar years immediately preceding the injury, whichever is most favorable to the employee;
> (5) if at the time of injury the employee's earnings have not been fixed or cannot be ascertained, the employee's earnings for the purpose of calculating compensation are the usual wage for similar services when the services are rendered by paid employees. . . .
>
> . . . .

Wilson v. Eastside Carpet Co., AWCAC Dec. No. 106 (May 4, 2009), held an employer may presume that for an hourly worker, AS 23.30.220(a)(4) will provide a spendable weekly wage fairly approximating the employee's wages at the time of injury in most cases. The hourly employee has the burden to challenge the compensation rate established under §220(a) if it does

not represent the equivalent wages at the time of the injury. The board "must look at the evidence and decide the facts in each case" when determining the spendable weekly wage. *Id*. at 4. In *Wilson*, the Commission found the Board could not have ascertained the wage equivalent from Wilson's small self-employment record, and therefore was required to use a different §220(a) subsection to fit these circumstances. *Wilson* further held though tax records may be used to prove reported income, the Board is not limited to federal tax returns as proof of an employee's earnings. *Id*. Once an injured worker claims a compensation rate adjustment, "the board must conduct a broader inquiry" to obtain evidence sufficient to determine the spendable weekly wage. *Id*.

Further, *Straight v. Johnston Construction & Roofing, LLC*., AWCAC Dec. No. 231 (November 22, 2016), held "while not including a fairness provision in AS 23.30.220(a), the legislature codified a fairness provision applicable to the whole Act in AS 23.30.001. The Alaska Supreme Court held on numerous occasions a fair compensation rate must take into consideration the injured worker's probable future earnings capacity. This doctrine may be what the legislature intended when it adopted AS 23.30.220(a)(5), which provides for calculating an injured worker's spendable weekly wage "if at the time of injury the employee's earnings have not been fixed or cannot be ascertained, the employee's earnings for purpose of calculating compensation are the usual wage for similar services when the services are rendered by paid employees" *Straight.* AS 23.30.220(a)(5) in conjunction with AS 23.30.001 and the mandates from the Alaska Supreme Court to look to the future earnings capacity when deciding if an injured worker's compensation rate has been fairly determined requires looking into an employee's probable future earnings capacity before it can be determined whether AS 23.30.220(a)(4) is the proper method for determining the correct compensation rate. *Id*. The burden is on the employee to provide evidence of what his future earning capacity would have been but for the work injury. *Id*.

> **AS 23.30.395. Definitions**. In this chapter,
> . . . .
>
> (16) "disability" means incapacity because of injury to earn the wages which the employee was receiving at the time of injury in the same or any other employment. . . . .
>
> (28) "medical stability" means the date after which further objectively measurable

> improvement from the effects of the compensable injury is not reasonably expected to result from additional medical care or treatment, notwithstanding the possible need for additional medical care or the possibility of improvement or deterioration resulting from the passage of time; medical stability shall be presumed in the absence of objectively measurable improvement for a period of 45 days; this presumption may be rebutted by clear and convincing evidence. . . .
>
> **8 AAC 45.180. Costs and attorney's fees**. . . .
> . . . .
>
> (b) A fee under AS 23.30.145 (a) will only be awarded to an attorney licensed to practice law in this or another state. An attorney seeking a fee from an employer for services performed on behalf of an applicant must apply to the board for approval of the fee; the attorney may submit an application for adjustment of claim or a petition. An attorney requesting a fee in excess of the statutory minimum in AS 23.30.145 (a) must (1) file an affidavit itemizing the hours expended, as well as the extent and character of the work performed, and (2) if a hearing is scheduled, file the affidavit at least three working days before the hearing on the claim for which the services were rendered; at the hearing, the attorney may supplement the affidavit by testifying about the hours expended and the extent and character of the work performed after the affidavit was filed. If the request and affidavit are not in accordance with this subsection, the board will deny the request for a fee in excess of the statutory minimum fee, and will award the minimum statutory fee. . . .
>
> **8 AAC 45.210. Weekly compensation rate**. . . .
> . . . .
> (c) For the purpose of determining the weekly compensation rate under AS 23.30.175, 23.30.220, and 23.30.395(23), the number of dependents is determined as of the date of injury, and does not change, even if the employee's number of actual dependents does change.

ANALYSIS

1) Is Employee entitled to a compensation rate adjustment?

Employee requested a TTD compensation rate adjustment. AS 23.30.220(a); *Gilmore*. It is undisputed Employee was paid hourly while working for Employer. Employer does not dispute this contention. Employee contends his hourly wage based upon his past two years earnings is not an accurate predictor of his wage at the time of his injury. Compensability is not at issue, as the parties have stipulated Employee's injury was compensable. The relevant period for determining Employee's lost future earning capacity is from the date of injury, May 4, 2021, to

May 22, 2022, the date at which Employee began work for a different employer. *Johnson*.

A basic premise in Alaska workers' compensation law, and the "entire objective of wage calculation is to arrive at a fair approximation of claimant's probable future earning capacity" when calculating a TTD rate. *Johnson*; *Gilmore*. It is presumed for an hourly worker, §220(a)(4) will provide a spendable weekly wage fairly approximating the worker's wages at the time of injury in most cases. *Wilson*. Therefore, Employee has the burden to challenge the compensation rate established under §220(a) if it does not represent the equivalent wages at the time of the injury. *Id*. Based on his Social Security earnings information, Employee earned $39,915.00 in 2019 and $39,387.44 in 2020. Employee calculated under §220(a)(4), gross weekly earnings of $657.10 from Employee's wages during 2019 (the higher of the previous two years), which would result in a compensation rate of $525.68 per week. Employee provided this calculation to contrast his request for a compensation rate under §220(a)(5). He argues his wages at the time of his injury are a more accurate predictor of his prospective future earnings during his period of disability and should be used to calculate his compensation rate.

In this case, greater weight will be given to Employee's earnings with Employer. AS 23.30.122; *Smith*. Employee worked for Employer in 2021 at a rate of $28.00 per hour when he was injured. Employer testified pay increases were not customary but if offered increases were $1 to $2 more per hour. *Rogers & Babler*. In fact, Employer himself testified he would have kept Employee working had he not been injured, and attempted to do so after Employee's injury unsuccessfully. AS 23.30.122; *Smith*. Thus, but for the work injury, Employer likely would have kept him on construction projects had he not been injured. *Rogers & Babler*.

Employee's prior wages for 2019 and 2020 were calculated at a rate of $20.00 per hour. His wage at the time of his injury with Employer was $28.00 per hour, working full time five days per week 8 hours per day. His gross weekly wage is $28.00 x 40 = $1,120.00. Employee is claiming no dependents at the time of his injury. 8 AAC 45.210(c). Using $1,120 as Employee's gross weekly earnings and applying this number to the Division's online "Benefit Calculator," Employee's spendable weekly wage would have been $904.61, and his weekly TTD benefit rate $723.69 ($904.61 x 80% = $723.69). AS 23.30.185; *Id*. Employee's gross

weekly earnings while working for Employer are $320 more per week ($1,120 - $800 = $320) than Employee's gross weekly earnings based upon the higher of his two prior year's income information set forth in Employee's evidence. Applying §220(a)(4) and using his 2019 earnings as a basis for calculating his gross weekly wages, spendable weekly wage and TTD rate would result in a TTD rate calculation bearing no relationship whatsoever to his lost earnings during the period he was disabled from his work injury with Employer.

Given the above analysis, Employee met his burden and has shown the compensation rate established under §220(a)(4) does not represent an "accurate predictor of losses due to injury." *Wilson*; *Thompson*. Therefore, Employee's hourly earnings when injured while working for Employer will be used to calculate his TTD rate, and his request for a compensation rate adjustment will be granted. *Gilmore*; *Straight*. As calculated above, his spendable weekly wage will be $904.61, and his weekly TTD benefit rate will be $723.69 from the date of the work injury.

2) Is Employee entitled to TTD?

Employee claims TTD from May 4, 2021 through May 5, 2022. Employee contends he is requesting 52 weeks of TTD as a more standard measure of past due TTD. However, Employee began work with a new Employer on May 22, 2022, thus entitling him to 54 weeks and 5 days. Employee has been paid $4,000 in past due TTD benefits and that amount should be deducted from the total past due TTD. The Fund disputes Employee's duration of past due TTD. The Fund contends Employee was definitionally "medically stable" 45 days after his August 24, 2021 appointment where the only recommended treatment was the "passage of time." The Fund argues Employee is only entitled to TTD from the date of his injury May 4, 2021 to 45 days after his August 24, 2021 appointment or October 8, 2021. This span of time is equivalent to 22 weeks and 3 days. Employer did not dispute Employee's proffered TTD duration. This decision has established Employee's TTD rate as $723.69.

In case of total but temporary disability, 80 percent of an injured worker's spendable weekly wages shall be paid to the employee by the employer during continuance of the disability under the Act. AS 23.30.185. TTD benefits may not be paid for any period of disability after the date

of medical stability. *Id.*

Under AS 23.30.120(a)(1), benefits sought by an employee are presumed to be compensable and the presumption is applicable to any claim for compensation under the Act. *Meek* . The presumption's application involves a three-step analysis. To attach the presumption, an employee must first establish a "preliminary link" between his injury and the employment. *Tolbert*. Once the presumption is attached, the employer must rebut the raised presumption with "substantial evidence." *Huit*. Where there is no competing cause, the Board is to evaluate the relative contribution of difference causes when assessing work-relatedness. *Id*. "Substantial evidence" is such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. *Cowen*. As the employer's evidence is not weighed against the employee's evidence, credibility is not examined at this stage. *Veco*.

If the employer's evidence is sufficient to rebut the presumption, the presumption drops out and the employee must prove his case by a preponderance of the evidence. *Runstrom*. This means the employee must "induce a belief" in the fact-finders' minds that the facts being asserted are probably true. *Saxton*. In the third step, evidence is weighed, inferences are drawn, and credibility is considered. *Id*.

Employee raises the presumption he is entitled to TTD with the opinion of Dr. Strohmeyer on August 24, 2021 stating Employee had not reached medical stability at that time. On November 16, 2021, Employee reported on-going pain in his wrist to Dr. Strohmeyer who noted an ulnar styloid fracture fragment. Further, Employee returned to Dr. Strohmeyer's office on May 5, 2022 with reports of continued wrist pain, the treating physician addressed a need for hardware removal and possible osteomy to address Employee's pain complaints. Employee did not treat past this date due to inability to pay for appointments out of pocket. Neither the Fund nor Employer has produced medical evidence opposing Employee's claim for TTD. Employee's raised presumption he is entitled to TTD has not been rebutted. AS 23.30.010; AS 23.30.120; *Meek*; *Saxton*; *Huit*. Employee will be awarded TTD benefits from the date of the injury through May 21, 2022, as he started work for a new employer on May 22, 2022, 54 weeks and 5 days. AS 23.30.185.

3) Is Employee entitled to PPI?

Employee contends he is entitled to a PPI rating when he is medically stable. AS 23.30.190(a). He supports his position with Dr. Strohmeyer's August 24, 2021 opinion Employee would need a PPI rating upon reaching maximum medical stability. Further, Employee's last appointment with Dr. Strohmeyer indicated future surgery for hardware removal indicating Employee has not reached medical stability. The undisputed medical evidence shows he is not yet medically stable; PPI ratings are generally not performed until the injured body part or function is medically stable. *Rogers & Babler*. Based on Dr. Strohmeyer's opinion a PPI rating is forthcoming, the parties have agreed Employee's injury is compensable and therefore, Employee is entitled to PPI benefits when he is medically stable and receives a rating.

4) Is Employee entitled to medical and related transportation costs?

Employee seeks medical benefits and related transportation costs. AS 23.30.095. Employer did not deny Employee's right to medical benefits or object to any medical benefit requested. Thus, the presumption analysis does not apply to this issue. *Rockney*. Employee is entitled to medical benefits and related transportation expenses if his work with Employer was the substantial cause of the need for medical treatment. AS 23.30.010(a). Employer did not dispute this. Considering and weighing the proffered causes for Employee's need for medical treatment for her low back, the credible evidence shows her work injury with Employer was the most important or material cause. *Morrison*. Employee is entitled to medical and related transportation benefits from Employer.

Employer will be directed to pay to medical providers directly, any outstanding, work-related medical bills in accordance with the Alaska fee schedule. AS 23.30.155(a). Employer will also be directed to pay medical providers directly for any work-injury-related medical bills that have been paid by a third-party, such as Medicaid, according to the Alaska fee schedule. Once paid under the Act, providers have a contractual and statutory duty to reimburse third-parties including Medicaid if necessary. *Rogers & Babler*. Employer will be directed to pay Employee medical mileage, and any out-of-pocket medical costs he has expended as of May 4, 2021. It

will also be directed to pay all reasonable and necessary medical care Employee needs for his work injury into the future, subject to Employer's and the Fund's right to controvert in accordance with the Act.

5) Is Employee entitled to interest and penalties?

Employee seeks an order awarding penalties and interest. The Fund does not oppose interest on past benefits, but contends it is not liable for penalties, which Employee concedes. Employee seeks a 25 percent penalty on all benefits Employer owes him. AS 23.30.155(e). He contends Employer neither paid his benefits nor controverted them timely; it is undisputed Employer paid Employee no disability benefits or medical bills. AS 23.30.155(b), (e).

a. Interest

Employee prevailed on all issues in his claim. This decision will award him TTD benefits, medical benefits, and mileage. Employer paid none of these benefits when they were due under the Act without an award. AS 23.30.155(b). He is entitled to statutory interest on all benefits this decision awards him. Similarly, Employee's medical providers are also entitled to interest on benefits awarded in this decision that were not paid when due, in accordance with the Act. AS 23.30.155(p).

b. Penalties

AS 23.30.155 imposes a penalty on employers who fail to "pay or controvert," within certain time limits, an employee's workers' compensation claim "payable without an award." *Id*; *Rawls*; *Harp*. Although the Fund may be ordered to pay interest, it is not liable for penalties assessed against Employer.

Employer did not pay Employee medical or time loss benefits and did not file a notice of controversion. Under the Act's "pay or controvert," provision, Employer will be ordered to pay a 25 percent penalty on all past benefits and compensation awarded by this decision. AS 23.30.155; *Harp*; *Rawls*.

6) Is Employee entitled to attorney's fees and costs?

Employee requests actual attorney fees for services Franich provided to successfully resolve his claim. AS 23.30.145(a). Employer does not dispute Employee's attorney's fees and costs. Franich's attorney fee affidavits are detailed and do not contain "block billing" commonly seen in other attorney fee affidavits. His affidavits include the date, total time spent, and a narrative that further breaks down the time spent on legal or administrative tasks into tenths of an hour. *Rogers & Babler*. Franich appropriately addressed each part of Professional Conduct Rule 1.5(a):

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

Employee's claim is not particularly complicated, however, when an employer is uninsured, securing benefits requires time and effort. Franich presented evidence of compensability and entitled to benefits on behalf of Employee. He worked on the case efficiently to bring all issues to hearing. This all took time and effort. *Rogers & Babler*. Workers' compensation cases should resolve in a reasonable amount of time and the results achieved reflect Franich's diligent efforts.

> (2) The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer.

Taking on Employee's case prevented Franich from taking on new workers' compensation cases so he could focus on Employee's case. In the legal profession an attorney's one resource is his time; any time spent by an attorney on one case is time he cannot allocate to another case. *Rogers & Babler*.

> (3) The fee customarily charged in the locality for similar legal services.

Franich cites *Dickson v. State of Alaska*, AWCB Dec. No. 23-0066 (November 16, 2023), where he was awarded $520.00 per hour and his paralegal was awarded $260.00 per hour. Statutory minimum fees under *Wozniak* were also awarded. Weight is given to Franich's evidence he has previously been awarded fees at a rate of $520.00 per attorney hour, and $260.00 per paralegal hour.

(4) The amount involved and the results obtained.

Employee claimed significant benefits, TTD, PPI, medical costs, transportation costs, penalty and interest, Franich was successful in obtaining all benefits Employee claimed. Franich's procedural efforts were instrumental in gathering evidence to resolve the case. *Rogers & Babler*.

(5) The time limitations imposed by the client or by the circumstances.

Time limitations refer to a client's emergent needs. Emergent needs could be shorter deadlines due to things outside of the client or attorney's control, or a need for the attorney to dedicate more time initially to a case than other cases. *Rogers & Babler.* Franich's fee affidavit analyzed this factor briefly under the guise of economic necessity; currently his client is receiving no benefits, and rectifying the issue expeditiously was significant. Franich's efforts to move this case to hearing quickly was instrumental in securing benefits for his client. *Id.*

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

Franich entered his appearance on June 9, 2023 with his first billable hours beginning the same day. He notes he has no prior professional relationship with Employee outside of this representation.

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

Franich has practiced law in Alaska since 1980, making him one of the few senior workers' compensation attorneys in Alaska. He has appeared before the Alaska Supreme Court, the Alaska Court of Appeals, the Workers' Compensation Appeals Commission and the Board on numerous occasions. He has represented hundreds of injured workers in his career. Franich notes his reputation and experience has been noted in previous decisions awarding his requested fees on successful prosecution of claims.

(8) Whether the fee is fixed or contingent.

Franich in his fee affidavit affirmed all his fees in this case are contingent upon succeeding in

Employee's claims, which he did.

Given the above analysis, and based on Franich's attorney fee affidavits, Franich performed 30.20 hours of work at $520.00 per hour, and paralegal DeLauriea performed 5.6 hours of work at $260.00 per hour for a total of $17,160.00. The parties stipulated an additional two hours of Franich's time for preparation and appearance at the June 4, 2025 hearing. Franich's total fees and costs with the additional two hours is $18,200.00, and ongoing statutory attorney fees on any future benefits. *Wozniak*.

7) Is Garret Pietrock personally liable for any benefits owed to Employee?

Under AS 23.30.075(b), when an employer is a corporation, all persons with the authority to insure the corporation and the person actively in charge of the corporation are personally liable for the payment of benefits to employees injured while the corporation was uninsured. However, GP Construction is an LLC, not a corporation, and AS 23.30.075(b) makes no mention of LLCs. A corporation created under the Alaska Corporations Code is an entirely different type of entity than an LLC organized under the Alaska Revised Limited Liability Company Act. Under the Act, members of an LLC, such as Mr. Pietrock, cannot be held personally liable for payment of benefits to an injured employee of the LLC.

CONCLUSIONS OF LAW

1) Employee is entitled to a compensation rate adjustment.
2) Employee is entitled to TTD.
3) Employee is entitled to PPI benefits when rated.
4) Employee is entitled to medical benefits and transportation costs.
5) Employee is entitled to a penalty and interest.
6) Employee is entitled to attorney's fees and costs.
7) Garret Pietrock is not personally liable for any benefits owed to Employee.

ORDER

1) Employee's May 25, 2021, and May 3, 2023, claims are granted, as follows:

2) Employee's compensation rate is adjusted to $723.69.

3) Employer is ordered to pay Employee 54 weeks and 5 days (May 4, 2021 to May 21, 2022) in TTD at the adjusted rate. Employer may deduct $4,000.00 from this amount as already paid.

4) Employee's request for PPI benefits is granted upon a rating from a physician.

5) Employer is ordered to pay Employee's medical providers directly, for any outstanding, work-related medical bills in accordance with the Act and the Alaska fee schedule.

6) Employer is ordered to pay medical providers directly for any work-injury-related medical bills that have been paid by a third-party, such as Medicaid, according to the Alaska fee schedule.

7) Employer is ordered to pay Employee medical mileage, and any documented out- of-pocket medical costs she has expended as of June 4, 2025, the date of the hearing.

8) Employer is ordered to pay all reasonable and necessary medical care Employee needs for his work injury into the future, subject to Employer's and the Fund's right to controvert in accordance with the Act.

9) Employer is ordered to pay Employee a 25 percent penalty on TTD benefits awarded in this decision, a 25 percent penalty on his transportation expenses, and a 25 percent penalty on Employee's documented out-of-pocket medical expenses.

10) Employer is ordered to pay directly to medical providers a 25 percent penalty on all outstanding medical benefits it owes to Employee's medical providers for his work injury, including those already paid by third parties like Medicaid; the penalty will be calculated on the medical bills after adjustment under the Alaska fee schedule.

11) Employer is ordered to pay Employee statutory interest on all benefits awarded to him in this decision; it is ordered to pay Employee's medical providers statutory interest on all medical services this decision requires Employer to pay, after adjustment under the Alaska fee schedule.

12) Employer is ordered to pay Employee's attorney fees and costs, totaling $18,200.00.

13) Garret Pietrock is not personally liable for benefits owed.

Dated in Anchorage, Alaska on July 2, 2025.

ALASKA WORKERS' COMPENSATION BOARD

/s/

Kyle Reding, Designated Chair

/s/
Anthony Ladd, Member

If compensation is payable under terms of this decision, it is due on the date of issue. A penalty of 25 percent will accrue if not paid within 14 days of the due date, unless an interlocutory order staying payment is obtained in the Alaska Workers' Compensation Appeals Commission.

If compensation awarded is not paid within 30 days of this decision, the person to whom the awarded compensation is payable may, within one year after the default of payment, request from the board a supplementary order declaring the amount of the default.

APPEAL PROCEDURES

This compensation order is a final decision. It becomes effective when filed in the office of the board unless proceedings to appeal it are instituted. Effective November 7, 2005 proceedings to appeal must be instituted in the Alaska Workers' Compensation Appeals Commission within 30 days of the filing of this decision and be brought by a party in interest against the boards and all other parties to the proceedings before the board. If a request for reconsideration of this final decision is timely filed with the board, any proceedings to appeal must be instituted within 30 days after the reconsideration decision is mailed to the parties or within 30 days after the date the reconsideration request is considered denied due to the absence of any action on the reconsideration request, whichever is earlier. AS 23.30.127.

An appeal may be initiated by filing with the office of the Appeals Commission: 1) a signed notice of appeal specifying the board order appealed from and 2) a statement of the grounds upon which the appeal is taken. A cross-appeal may be initiated by filing with the office of the Appeals Commission a signed notice of cross-appeal within 30 days after the board decision is filed or within 15 days after service of a notice of appeal, whichever is later. The notice of cross-appeal shall specify the board order appealed from and the ground upon which the cross-appeal is taken. AS 23.30.128.

RECONSIDERATION

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

MODIFICATION

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

CERTIFICATION

I hereby certify the foregoing is a full, true and correct copy of the Final Decision and Order in the matter of Matthew Latham, employee / claimant v. Gp Construction C/O Garrett Pietrock, employer; Benefits Guaranty Fund, insurer / defendants; Case No. 202121468; dated and filed in the Alaska Workers' Compensation Board's office in Anchorage, Alaska, and served on the parties by certified US Mail on July 2, 2025.

/s/
Rochelle Comer, Workers' Compensation Technician