

# Alaska Workers' Compensation Appeals Commission

Matthew Latham,  
Appellant,

vs.

GP Construction, LLC, Garrett Pietrok, and  
State of Alaska, Workers' Compensation  
Benefits Guaranty Fund,  
Appellees.

## Final Decision

Decision No. 313

March 20, 2026

AWCAC Appeal No. 25-003  
AWCB Decision No. 25-0039  
AWCB Case No. 202121468

Final decision on appeal from Alaska Workers' Compensation Board Final Decision and Order No. 25-0039, issued at Anchorage, Alaska, on July 2, 2025, by southcentral panel members Kyle Reding, Chair, and Anthony Ladd, Member for Labor.

Appearances: J. John Franich, Franich Law Office, LLC, for appellant, Matthew Latham; Stephen J. Cox, Attorney General, and Brandon P. Oliveri, Assistant Attorney General, for appellee, State of Alaska, Workers' Compensation Benefits Guaranty Fund; appellees, GP Construction, LLC and Garrett Pietrok, did not participate.

Commission proceedings: Appeal filed July 11, 2025; briefing completed November 4, 2025; oral argument was not requested.

Commissioners: Nancy Shaw, Amy M. Steele, Andrew M. Hemenway, Chair.

By: Andrew M. Hemenway, Chair.

### *1. Introduction.*

Matthew Latham was injured while working for GP Construction, LLC. Garrett Pietrok testified that he is the sole owner of GP Construction, LLC. Neither GP Construction, LLC nor Mr. Pietrok had workers' compensation insurance at the time of Mr. Latham's injury.

The Alaska Workers' Compensation Board (Board) awarded Mr. Latham workers' compensation benefits together with a penalty and interest.<sup>1</sup> Mr. Latham appealed the Board's decision, arguing that the Board erred in declining to find Mr. Pietrok personally liable for the payments due to him. We affirm the Board's decision.

*2. Factual background and proceedings.*<sup>2</sup>

Mr. Latham incurred a compensable injury while employed by GP Construction, LLC.<sup>3</sup> GP Construction, LLC did not have workers' compensation insurance at the time of Mr. Latham's injury.<sup>4</sup>

Mr. Latham filed claims for disability and medical benefits, a penalty, attorney fees, and interest due under the Alaska Workers' Compensation Act (Act).<sup>5</sup> Mr. Latham filed a petition asking that Mr. Pietrok be added in his individual capacity, on the ground that under AS 23.30.075(b) he was personally liable for GP Construction, LLC's payments due under the Act.<sup>6</sup> At a prehearing conference, the petition was granted and Mr. Pietrok was added to the case.<sup>7</sup>

Following a hearing, the Board awarded Mr. Latham the amounts due to him for temporary total disability<sup>8</sup> and medical costs,<sup>9</sup> together with penalties on those amounts

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<sup>1</sup> *Latham v. GP Constr.*, Alaska Workers' Comp. Bd. Dec. No. 25-0039 (July 2, 2025) (*Latham*).

<sup>2</sup> We make no factual findings. We state the material facts as found by the Board. We recite the record of proceedings before the Board as they appear in the record, as those matters are not adjudicative facts subject to determination by the Board.

<sup>3</sup> *Latham* at 8 (No. 26).

<sup>4</sup> *Latham* at 7 (No. 22), 8 (No. 25).

<sup>5</sup> *Latham* at 4 (No. 4), 5 (No. 13). The former claim identified his employer as "GP Construction, LLC." R. 29. The latter claim identified his employer as "GP Construction." R. 68. When counsel entered an appearance for Mr. Latham, he identified the employer as "GP Construction, LLC." R. 96.

<sup>6</sup> R. 98.

<sup>7</sup> R. 737. *See* R. 107.

<sup>8</sup> *Latham* at 25 (No. 3).

<sup>9</sup> *Latham* at 25 (Nos. 5-8).

under AS 23.30.155(e),<sup>10</sup> interest,<sup>11</sup> permanent partial impairment,<sup>12</sup> and attorney fees.<sup>13</sup> The Board ruled that Mr. Pietrok, in his capacity as a member of GP Construction, LLC, was not personally liable “for payment of benefits to an injured employee of the LLC.”<sup>14</sup> Mr. Latham appeals.

*3. Standard of review.*

On questions of law the Commission does not defer to the Board’s conclusions, but exercises its independent judgment.<sup>15</sup>

*4. Discussion.*

At issue in this appeal is the proper interpretation of AS 23.30.075(b), which states:

(b) If an employer fails to insure . . . employees . . . , 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 . . . had authority to insure the corporation . . . 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 . . . liable . . . for the payment of all compensation or other benefits for which the corporation is liable under this chapter if the corporation . . . is not insured. . . .

Mr. Latham’s argument on appeal is that the reference to a “corporation” in AS 23.30.075(b) should be interpreted as including a limited liability company. Such an interpretation would mean that Mr. Pietrok is personally liable for “all compensation or other benefits” awarded to Mr. Latham, if it were established that Mr. Pietrok is a member of GP Construction, LLC, and that he had authority to insure GP Construction, LLC, or that he was the person in charge of its business, notwithstanding AS 10.50.265, which states:

A person who is a member of a limited liability company or a foreign limited liability company is not liable, solely by reason of being a member, under a judgment, decree, or order of a court, or in another manner, for a liability

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<sup>10</sup> *Latham* at 21 (No. 5), 25 (Nos. 9-10).

<sup>11</sup> *Latham* at 25 (No. 11).

<sup>12</sup> *Latham* at 25 (No. 4).

<sup>13</sup> *Latham* at 25 (No. 12).

<sup>14</sup> *Latham* at 24 (No. 7).

<sup>15</sup> AS 23.30.128(b).

of the company to a third party, whether the liability arises in contract, tort, or another form, or for the acts or omissions of another member, manager, agent, or employee of the company to a third party.

While it appears to be undisputed, on the record before us, that Mr. Pietrok was a member of GP Construction, LLC,<sup>16</sup> that he had authority to insure GP Construction, LLC,<sup>17</sup> and that he was in charge of its business,<sup>18</sup> the Board made no finding on any of those facts. However, given that the Board ruled that as a matter of law AS 23.30.75(b) does not apply to limited liability companies, it was unnecessary for the Board to make factual findings establishing a basis for applying the statute to GP Construction, LLC. Accordingly, we will address the legal issue raised by Mr. Latham, and, if we conclude that Mr. Pietrok may be held personally liable, we will remand this case for further proceedings.<sup>19</sup>

Mr. Latham argues that the Board's decision read AS 23.30.075(b) in accord with the plain meaning of the term "corporation," but we should not. He argues that we should interpret the term "corporation" by considering that term in light of the legislative history and purpose of AS 23.30.075(b), noting that the Alaska Supreme Court (Court) has stated:

We have rejected a mechanical application of the plain meaning rule in matters of statutory interpretation, and have adopted a sliding scale approach instead. The plainer the statutory language is, the more convincing the evidence of contrary legislative purpose or intent must be.<sup>20</sup>

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<sup>16</sup> It appears that a member is a person with an ownership interest in the entity. *See* AS 10.50.155 – .275. Mr. Pietrok testified that he was the sole owner of GP Construction, LLC, and that the LLC was dissolved after the injury. *See* June 4, 2025, Hr'g Tr. at 4:16-20.

<sup>17</sup> Mr. Pietrok testified that he was responsible for maintaining insurance coverage for the business. *See* Hr'g Tr. at 25:18-20.

<sup>18</sup> Mr. Pietrok testified that "the business and myself were essentially the same." Hr'g Tr. at 33:17-18.

<sup>19</sup> "[T]he Commission's role is not to make new findings based on evidence presented to the Board, even to fill a gap in the Board's findings." *Amos v. Tidwell*, 552 P.3d 1060, 1070 (Alaska 2024). We have fact-finding authority in specified cases. *See* AS 23.30.128(b), (c).

<sup>20</sup> Appellant's Brief at 8, quoting *Gov't Employees Ins. Co. v. Graham-Gonzalez*, 107 P.3d 279, 284 (Alaska 2005).

The starting point for statutory interpretation is, of course, the language in question. Mr. Latham does not suggest that the plain meaning of the term “corporation” includes a limited liability company organized under the Alaska Revised Limited Liability Company Act,<sup>21</sup> any more than it includes a partnership, a limited partnership, or a sole proprietorship. We conclude that the plain meaning of the term “corporation” is an entity organized under applicable law as a corporation.<sup>22</sup>

That the plain meaning of a term has been established does not end the inquiry. The Court has ruled that the plain meaning of a statute does not preclude the sliding scale approach when a statute is unambiguous.<sup>23</sup> We have twice ruled that we will utilize a sliding scale approach when the statute is ambiguous.<sup>24</sup> We now clarify that we will use the sliding scale approach even in the absence of any facial ambiguity.<sup>25</sup>

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<sup>21</sup> AS 10.50.010 – .995 (Alaska Revised Limited Liability Company Act).

<sup>22</sup> Under Alaska law these include AS 10.06.005 – .995 (Alaska Corporations Code); AS 10.10.010 – .220 (Alaska Business and Industrial Development Corporation Act); AS 10.13.010.995 (Alaska BIDCO Act); AS 10.15.005 – .600 (Alaska Cooperative Corporation Act); AS 10.20.005 – .925 (Alaska Nonprofit Corporation Act); and AS 10.25.010 – .850 (Electric and Telephone Cooperative Act).

<sup>23</sup> See, *State, Dep’t of Com., Cmty., and Econ. Dev., Div. of Ins. v. Alyeska Pipeline Serv. Co.*, 262 P.2d 593, 597 (Alaska 2011) (hereinafter, *DCCED v. Alyeska*).

<sup>24</sup> *Municipality of Anchorage v. Adams*, Alaska Workers’ Comp. App. Comm’n Dec. No. 173 at 11 (Dec. 19, 2012), aff. in part, rev. in part, 337 P.3d 5 (Alaska 2014), *Eagle Hardware & Garden v. Ammi*, Alaska Workers’ Comp. App. Comm’n Dec. No. 003 (Feb. 21, 2006) at 4, note 8, both citing *Tesoro*.

<sup>25</sup> In ruling that the sliding scale analysis applies in the absence of facial ambiguity, the Court recognized that a number of its precedents referenced the existence of ambiguity in applying the sliding scale. *DCCED v. Alyeska*, 262 P.2d at note 29, citing *Tesoro Petroleum Corp. v. State*, 42 P.3d 531, 537 (Alaska 2002). See also, *Murphy v. Fairbanks Northstar Borough*, 494 P.3d 556, 566 (Alaska 2021); *Huitt v. Ashwater Burns, Inc.*, 372 P.3d 904, 917 (Alaska 2016); *Municipality of Anchorage v. Adamson*, 301 P.3d 569, 576-577 (Alaska 2013); *Underwater Constr., Inc. v. Shirley*, 884 P.2d 150, 153 (Alaska 1994). We observe that in adopting the sliding scale analysis, the Court analogized to its then-recent decisions abandoning the rule of contract interpretation that required a finding of ambiguity before extrinsic evidence of the parties’ intent could be consulted. See, *State v. Alex*, 646 P.2d 203, 208 note 4 (Alaska 1982), citing *North Slope Borough v. Sohio Petroleum Corp.*, 585 P.2d 534, 540 note 7 (Alaska 1978), citing

“The goal of statutory construction is to give effect to the legislature’s intent, with due regard for the meaning the statutory language conveys to others.”<sup>26</sup> Given that the term “corporation” is not ambiguous, under a sliding scale we will require a very strong showing of legislative intent to interpret the term “corporation” in AS 23.30.075(b) as including a limited liability company. We will consider the legislative history and purpose of AS 23.30.075(b) to determine whether there is sufficient evidence of a legislative intent that AS 23.30.075(b) be applied to limited liability companies as well as corporations.

The thrust of Mr. Latham’s argument is that the legislature intended to include within the scope of AS 23.30.075(b) any business entity which provided a shield against personal liability for the entity’s debts, and that it used the term “corporation” because at the time, that was the only form of business organization providing such a shield. Interpreting the term “corporation” as meaning “a business entity providing a shield against personal liability” would be consistent with the legislature’s intent when it enacted AS 23.30.075(b). Interpreting AS 23.30.075(b) in this fashion, limited liability companies would fall within its ambit. This line of reasoning, however, ignores the fact that when the legislature enacted AS 10.50.265, it failed to make a conforming amendment to AS 23.30.075(c), which could be characterized as an oversight or error. We presume that the legislature, when it enacted AS 10.50.265, was aware of AS 23.30.075(b),<sup>27</sup> and statutory interpretation is not a mechanism for correcting drafting errors.<sup>28</sup>

Apart from relying on the legislative intent in enacting AS 23.30.075(b), Mr. Latham argues that construing AS 23.30.075(b) to include limited liability companies would implement the legislative intent expressed in AS 23.30.001 that the Act “be

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*Stordahl v. Gov’t Employees Ins. Co.*, 564 P.2d 63, 66 (Alaska 1977) and *Wessells v. State*, 562 P.2d 1042 (Alaska 1977).

<sup>26</sup> *Tesoro Alaska Petroleum Co. v. Kenai Pipe Line Co.*, 746 P.2d 896, 905 (Alaska 1987).

<sup>27</sup> *See Morgan v. State*, 661 P.2d 1102, 1104 (Alaska App. 1983). *See also Peter v. State*, 531 P.2d 1263, 1267 (Alaska 1975).

<sup>28</sup> *See, e.g., Alaska Airlines v. Darrow*, 403 P. 3d 1116, 1131 (Alaska 2017); *DCCED v. Alyseska*, 262 P.2d at 597; *State v. Campbell*, 536 P.2d 105, 111 (Alaska 1975).

interpreted so as to ensure the quick, efficient, fair, and predictable delivery of indemnity and medical benefits to injured workers at a reasonable cost to . . . employers” because it would provide personal liability without necessitating litigation with respect to veil-piercing<sup>29</sup> and allow employees to collect penalties for which the Alaska Workers’ Compensation Benefits Guaranty Fund (the Fund) is not liable.<sup>30</sup> This argument, however, disregards the specific reference in AS 23.30.001 to “indemnity and medical benefits[.]” Penalty payments are not indemnity payments, which are “cash benefits that compensate employees for losses and expenses other than the cost of medical treatment.”<sup>31</sup> Nor, of course, are they medical benefits. To the extent that Mr. Latham relies on AS 23.30.001 as a basis for construing AS 23.30.075(b) as including limited liability companies, we are not persuaded.<sup>32</sup>

Assuming, without deciding, that AS 23.30.075(b) applies to limited liability companies, we do not see that the Board erred in declining to enter an order for payment by Mr. Pietrok. AS 23.30.075(b) establishes personal liability for “the payment of all compensation or other benefits.” In this case, the Fund has assumed responsibility for all of the payments ordered by the Board, except for the penalties, and upon payment it will be subrogated to Mr. Latham’s rights to all of those payments.<sup>33</sup> All that remains

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<sup>29</sup> Appellant’s Brief at 11, 12. Whether veil-piercing is available in Alaska against members of a limited liability company is undecided. *See generally*, Uniform Laws Annotated, Revised Limited Liability Company Act (2013), Sec. 304(b), Commentary at p. 89.1, p. 12.

<sup>30</sup> *See State, Workers’ Comp. Benefits Guar. Fund v. West*, Alaska Workers’ Comp. App. Comm’n Dec. No. 145 at 16. (Jan. 20, 2011).

<sup>31</sup> *See Murphy v. Fairbanks North Star Borough*, 494 P.3d 556, 563 (Alaska 2021).

<sup>32</sup> We observe that even if AS 23.30.075(b) is inapplicable to members of a limited liability company, members are liable in their personal capacity for their own acts. *Dagget v. Feeny*, 397 P.3d 297, 311 (Alaska 2017). Moreover, the exclusive remedy provision in AS 23.30.055 applies to actions “to recover damages . . . on account of the injury” and arguably does not apply to actions to recover damages for the failure to insure. *See Samuel v. Baitcher*, 274 S.E. 2d 327 (Georgia 1981); Larson’s Workers’ Compensation Law, §102.02[9].

<sup>33</sup> AS 23.30.082(d).

payable are the penalties. But penalties imposed under AS 23.30.155(e) are not compensation<sup>34</sup> or indemnity, medical, or other benefits,<sup>35</sup> and hence they do not fall within the ambit of AS 23.30.075(b) even if it applies to limited liability companies.<sup>36</sup>

*5. Conclusion and order.*

Because the Fund is subrogated to Mr. Latham's claim for all payments other than penalties, and AS 23.30.075(b) does not impose personal liability for penalties imposed under AS 23.30.155(e), the Board did not err by declining to order payment by Mr. Pietrok.

The Board's decision is AFFIRMED.

Date: March 20, 2026 Alaska Workers' Compensation Appeals Commission



*Signed*

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Nancy Shaw, Appeals Commissioner

*Signed*

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Amy M. Steele, Appeals Commissioner

*Signed*

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Andrew M. Hemenway, Chair

APPEAL PROCEDURES

This is a final decision on the merits of this appeal issued under AS 23.30.128(e). It may be appealed to the Alaska Supreme Court. AS 23.30.129(a). If a party seeks review of

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<sup>34</sup> See AS 23.30.395(12) ("compensation' means the money allowance payable to an employee or the dependents of the employee as provided for in this chapter, and includes the funeral benefits provided for in this chapter,"). Compensation under this definition includes attorney fees and interest, but not penalties. See *State, Workers' Comp. Benefits Guar. Fund v. West*, Alaska Workers' Comp. App. Comm'n Dec. No. 145 at 14-16; 18, note 65 (Jan. 20, 2011).

<sup>35</sup> See *State, Workers' Comp. Benefits Guar. Fund v. West*, Alaska Workers' Comp. App. Comm'n Dec. No. 145 (Jan. 20, 2011).

<sup>36</sup> AS 23.30.075(b) imposes personal liability for "the penalties prescribed in this subsection." The penalties prescribed in subsection (b) are criminal in nature and must be imposed by a court. The penalties in this case were imposed by the Board under AS 23.30.155(e).

this decision by the Alaska Supreme Court, a notice of appeal to the Alaska Supreme Court must be filed not later than **April 22, 2026**.

If you wish to appeal to the Alaska Supreme Court, you should contact the Alaska Appellate Courts *immediately*.

Clerk of the Appellate Courts  
303 K Street  
Anchorage, AK 99501-2084  
Telephone: 907-264-0612

I certify that, with the exception of changes made in formatting for publication, this is a full and correct copy of Final Decision No. 313 issued in the matter of *Matthew Latham v. GP Construction, LLC, Garrett Pietrok, and State of Alaska, Workers' Compensation Benefits Guaranty Fund*, AWCAC Appeal No. 25-003, and distributed by the Alaska Workers' Compensation Appeals Commission in Anchorage, Alaska, on March 20, 2026.

Date: March 24, 2026



*Signed*

K. Morrison, Appeals Commission Clerk