

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE

ALASKA BUILDING, INC., an Alaska)
corporation,)

Plaintiffs,)

vs.)

Case No.: 3AN-15-05969 Civil

716 WEST FOURTH AVENUE LLC,)
KOONCE PFEFFER BETTIS, INC., d/b/a)
KPB ARCHITECTS, PFEFFER)
DEVELOPMENT, LLC, LEGISLATIVE)
AFFAIRS AGENCY, and CRITERION)
GENERAL, INC.,)

Defendants.

716 WEST FOURTH AVENUE, LLC'S ANSWER TO COMPLAINT

Defendant 716 West Fourth Avenue, LLC, by and through its attorney, Jeffrey W. Robinson of Ashburn & Mason, P.C., hereby answers Plaintiff's Complaint as follows:

ANSWER

I. Parties

1. On information and belief, Defendant admits that Alaska Building Inc. ("ABI") filed a biennial report in 2014, and as of May 1, 2015 is in good standing with the State of Alaska Department of Commerce, but denies the remaining allegations of this paragraph.

2. Defendant admits that 716 West Fourth Avenue is an Alaska Limited Liability Company.

3. Paragraph 3 of the Complaint is not directed to this answering defendant, and therefore no response is required. To the extent a response is required, on information and belief, Koonce Pfeffer Bettis, Inc. is an Alaska corporation located in Anchorage, Alaska.

4. Paragraph 4 of the Complaint is not directed to this answering defendant, and therefore no response is required. To the extent a response is required, on information and belief, Pfeffer Development, LLC, is an Alaska Limited Liability Company located in Anchorage, Alaska.

5. Paragraph 5 of the Complaint is not directed to this answering defendant, and therefore no response is required. To the extent a response is required, on information and belief, the Legislative Affairs Agency is an agency of the State of Alaska.

6. Paragraph 6 of the Complaint is not directed to this answering defendant, and therefore no response is required. To the extent a response is required, on information and belief, Criterion General, Inc., is an Alaska corporation located in Anchorage, Alaska.

II. Alaska Building Background

7. Defendant incorporates by reference its answers to paragraphs 1 through 6. Defendant admits that plaintiff owns the Alaska Building.

8. Defendant lacks sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 8 of the Complaint and therefore denies the allegations in this paragraph.

9. Defendant admits the two buildings shared a party wall, but otherwise denies the remainder of the allegations contained in this paragraph.

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10. Defendant lacks knowledge or information sufficient to form a belief about the historical significance of the Alaska Building and therefore denies the allegation contained in paragraph 10 of the complaint.

11. Defendant lacks knowledge or information sufficient to form a belief about the purchase of the Alaska Building in 1926 and therefore denies this allegation.

12. Defendant lacks knowledge or information sufficient to form a belief about the ownership of the building in 1972 and therefore denies this allegation.

13. Defendant lacks knowledge or information sufficient to form a belief as to the chain of title and intent of the purchase of the Alaska Building and therefore denies this allegation.

III. Legislative Information Office Project

14. Defendant incorporates by reference its answers to paragraphs 1 through 13. Defendant admits that the LAA entered into a 10-year lease extension and amendment for the Anchorage LIO with its Lessor, Defendant, and that the agreement provided for expansion and renovation of the LIO. Otherwise, Defendant denies the remainder of paragraph 14.

15. Defendant admits the allegations contained in this paragraph.

16. Defendant admits that paragraph 16 of the Complaint accurately describes the first paragraph of Section 10 of the Access, Indemnity, and Insurance Agreement between Defendant and Plaintiff.

IV. Count One –Illegality of LIO Project

17. Defendant incorporates by reference its answers to paragraphs 1 through 16. Defendant objects that the allegation in paragraph 17 calls for a legal conclusion. To the extent an answer is required, it is denied.

18. Defendant objects that the allegations in paragraph 18 call for a legal conclusion. To the extent an answer is required, it is denied.

19. Defendant objects that the allegation in paragraph 19 calls for a legal conclusion. To the extent an answer is required, Defendant denies the allegation.

20. Defendant objects that the allegation in paragraph 20 calls for a legal conclusion. To the extent an answer is required, Defendant denies the allegations of this paragraph.

21. Defendant denies the allegations of this paragraph.

22. Defendant objects that the allegation in paragraph 22 calls for a legal conclusion. To the extent an answer is required, Defendant denies the allegation.

V. Count Two-LIO Project Damage to Alaska Building

23. Defendant incorporates by reference its answers to paragraphs 1 through 22. Defendant admits it is the owner and lessor of the LIO building but otherwise denies the remainder of the allegations of this paragraph.

24. Paragraph 24 of the Complaint is not directed to this answering defendant, and therefore no response is required. To the extent a response is required, on information and belief, KPB was an architect providing services for the LIO Project.

25. Paragraph 25 of the Complaint is not directed to this answering defendant, and therefore no response is required. To the extent a response is required, on information and belief, Pfeffer Development provided project management services for the LIO Project.

26. Paragraph 26 of the Complaint is not directed to this answering defendant, and therefore no response is required. To the extent a response is required, on information and belief, Criterion provided general contractor services for the LIO Project.

27. Defendant denies the allegations of Paragraph 27.

28. Defendant denies the allegations of Paragraph 28.

29. Defendant objects that the allegations in paragraph 29 call for a legal conclusion. To the extent a response is required, defendant denies the allegations of this paragraph.

30. Defendant objects that the allegations in paragraph 30 call for a legal conclusion. To the extent a response is required, defendant denies the allegations of this paragraph.

31. Defendant denies the allegations of Paragraph 31.

RESPONSE TO PRAYER FOR RELIEF

To the extent that the prayer for relief in the Complaint requires an answer, defendant denies them all.

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AFFIRMATIVE DEFENSES

1. Plaintiff fails to state a claim upon which relief may be granted.
2. Plaintiff may have failed in whole or in part to mitigate, minimize, or avoid the damages allegedly sustained, and any recovery must be reduced by that amount.
3. Plaintiff's damages, if any, may have been proximately caused in whole or in part by the actions and/or negligence of the Plaintiff. Plaintiff's recovery, if any, should be reduced in proportion to the percentage of Plaintiff's and/or other third parties' fault.
4. Plaintiff's recovery should be reduced by the comparative fault of persons other than defendant.
5. Plaintiff's claims are barred by waiver, estoppel, and/or release,
6. Plaintiff's recovery is barred by the doctrine of accord and satisfaction.
7. Plaintiff's claims are barred by bad faith, unclean hands, and/or other inequitable conduct.
8. Plaintiff's claims may be barred by the doctrine of lack of privity.
9. Plaintiff's claims may be barred by the doctrine of laches.

10. Plaintiff has no standing to bring an action against 716 regarding the legality of the lease in question.

11. Defendant asserts all defenses stated in Rule 12(b).

12. Defendant adopts all affirmative defenses alleged by other defendants and reserves the right to assert further defenses and claims pending discovery and investigation in this case.

PRAYER FOR RELIEF

WHEREFORE, having answered plaintiff's Complaint, and having asserted affirmative defenses, defendant prays that the Court enter judgment in its favor and against plaintiff as follows:

1. Dismissal of plaintiff's claims against Defendant, with prejudice;
2. An award of its reasonable expenses and costs incurred by defendant, including attorney's fees, against plaintiff.
3. For such further relief as this Court deems equitable and just.

ASHBURN & MASON, P.C.
Attorneys for 716 West Fourth Avenue, LLC

DATED: 5/4/15

By: Jeffrey W. Robinson

Jeffrey W. Robinson
Alaska Bar No. 0805038

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was served ☐ electronically ☐ messenger ☐
facsimile ☒ U.S. Mail on the 4th day of May 2015, on:

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