

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

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

Plaintiff,)

v.)

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.)

Case No. 3AN-15-05969 CI



PFEFFER DEVELOPMENT, LLC'S ANSWER TO AMENDED COMPLAINT

Pfeffer Development, LLC answers Plaintiff's Amended Complaint as follows:

1. The allegations in paragraph 1 apply to other Defendants; however to the extent an answer is required, answering Defendant is without sufficient information to admit or deny the allegations and therefor denies same.

2. The allegations in paragraph 2 apply to other Defendants; however to the extent an answer is required, answering Defendant is without sufficient information to admit or deny the allegations and therefor denies same.

3. The allegations in paragraph 3 are directed to other defendants. To the extent an answer is required, on information and belief, Koonce Pfeffer Bettis, Inc. is an Alaska corporation located in Anchorage.

4. The allegations in paragraph 4 are admitted.

5. The allegations in paragraph 5 apply to other Defendants; however to the extent an answer is required, answering Defendant is without sufficient information to admit or deny the allegations and therefor denies same.

6. The allegations in paragraph 6 apply to other Defendants; however to the extent an answer is required, answering Defendant is without sufficient information to admit or deny the allegations and therefor denies same.

7. On information and belief the allegations in paragraph 7 are admitted.

8. Answering defendant lacks sufficient information and belief to admit or deny the allegations in paragraph 8 and therefor denies the allegations in paragraph 8.

9. The allegations in paragraph 9 are admitted.

10. Answering defendant lacks sufficient information and belief to admit or deny the allegations in paragraph 10 and therefor denies the allegations in paragraph 10.

11. Answering defendant lacks sufficient information and belief to admit or deny the allegations in paragraph 11 and therefor denies the allegations in paragraph 11.

12. Answering defendant lacks sufficient information and belief to admit or deny the allegations in paragraph 12 and therefor denies the allegations in paragraph 12.

13. Answering defendant lacks sufficient information and belief to admit or deny the allegations in paragraph 13 and therefor denies the allegations in paragraph 13.

14. Answering defendant lacks sufficient information and belief to admit or deny the allegations in paragraph 14 and therefor denies the allegations in paragraph 14.

15. Answering defendant lacks sufficient information and belief to admit or deny the allegations in paragraph 15 and therefor denies the allegations in paragraph 15.

16. The allegations contained in paragraph 16 are directed to other defendants and thus require no answer from answering defendant; however to the extent an answer is required, answering defendant admits paragraph 16 accurately describes the first paragraph of section 10 of the Access, Insurance and Indemnity Agreement.

17. The allegations in paragraph 17 are directed to other defendants and also allege legal conclusions to which no answer

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is required; however to the extent an answer is required the allegations are denied.

18. The allegations in paragraph 18 are directed to other defendants and also allege legal conclusions to which no answer is required; however to the extent an answer is required the allegations are denied.

19. The allegations in paragraph 19 are directed to other defendants and also allege legal conclusions to which no answer is required; however to the extent an answer is required the allegations are denied.

20. The allegations in paragraph 20 are directed to other defendants and also allege legal conclusions to which no answer is required; however to the extent an answer is required the allegations are denied.

21. The allegations in paragraph 21 are directed to other defendants and also allege legal conclusions to which no answer is required; however to the extent an answer is required the allegations are denied.

22. The allegations in paragraph 22 are directed to other defendants and also allege legal conclusions to which no answer is required; however to the extent an answer is required the allegations are denied.

23. The allegations in paragraph 23 are directed to other defendants; however to the extent an answer is required, answering defendant admits 716 West Fourth Avenue LLC is the owner/lessor of the building.

24. The allegations in paragraph 24 are directed to other defendants; however to the extent an answer is required, on information and belief KPB Architects was an architect on the LIO project.

25. Answering defendant admits Pfeffer Development provided project management services on the project. The remaining allegations in paragraph 25 are denied.

26. The allegations in paragraph 26 are directed to other defendants; however to the extent an answer is required, on information and belief, Criterion provided general contractor services for the LIO project.

27. The allegations in paragraph 27 are denied.

28. The allegations in paragraph 28 allege legal conclusions for which no answer is required; however to the extent an answer is required, the allegations are denied.

29. The allegations in paragraph 29 are directed to other defendants; however to the extent an answer is required, answering defendant lacks sufficient information to admit or deny the allegations and therefor denies same.

30. The allegations in paragraph 30 are directed to other defendants; however to the extent an answer is required, answering defendant lacks sufficient information to admit or deny the allegations and therefor denies same.

31. The allegations in part are directed to other defendants and answering defendant lacks sufficient information to admit or deny same and thus denies same. To the extent the allegations allege allegations against answering defendant, the allegations are denied.

32. The allegations in paragraph 32 are denied.

33. The allegations in paragraph 33 are denied.

34. The allegations in paragraph 34 are in part directed to other defendants and Answering Defendant is without sufficient knowledge to respond to the allegations not directed to Answering Defendant. With respect to the allegations directed toward Answering Defendant, the allegations are denied.

35. The allegations in paragraph 35 are directed toward other defendants. However, to the extent an answer is required the allegations in paragraph 35 are denied.

36. The allegations in paragraph 36 are directed toward other defendants. However, to the extent an answer is required the allegations in paragraph 36 are denied.

37. The allegations in part are directed to other defendants and Answering Defendant lacks sufficient information to admit or deny same and thus denies same. To the extent the allegations are directed against Answering Defendant, the allegations are denied.

AFFIRMATIVE DEFENSES

1. The complaint in whole or in part fails to state a claim for relief.

2. Plaintiff has failed to mitigate its damages.

3. To the extent plaintiff suffered any damages, they may be due in whole or in part due to its comparative negligence.

4. To the extent plaintiff suffered any damages, they may be due in whole or in part to the negligence of other parties or other entities or persons who have not been joined in the action.

5. Plaintiff's claims may be reduced by the doctrines of waiver, estoppel, laches and unclean hands.

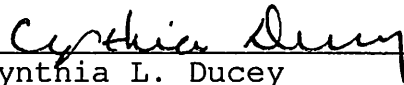
6. The claims are barred by lack of privity.

7. The claims are barred by accord and satisfaction.

8. Answering defendant reserves the right to assert additional affirmative defenses as discovery and further investigation reveals.

DATED this 6 day of July, 2015, at Anchorage, Alaska.

DELANEY WILES, INC.
Attorneys for Defendant
Pfeffer Development, LLC


Cynthia L. Ducey
Alaska Bar Assoc. No. 8310161

CERTIFICATE OF SERVICE

This certifies that I am an authorized agent of Delaney Wiles, Inc., for service of papers pursuant to Civil Rule 5, and that on this 6th day of July 2015, a copy of the foregoing document was served by first class mail upon:

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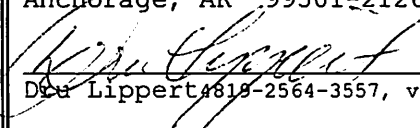
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