

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

ALASKA BUILDING, INC., an Alaska
corporation,

Plaintiff

vs.

716 WEST FOURTH AVENUE LLC, and
LEGISLATIVE AFFAIRS AGENCY,

Defendants.

COPY
Original Received

AUG 25 2015

Clerk of the Trial Courts

Case No. 3AN-15-3AN-15-05969CI

SECOND AMENDED COMPLAINT

Plaintiff Alaska Building, Inc., an Alaska corporation, by and through its attorney, Law Offices of James B. Gottstein, for its claims against 716 West Fourth Avenue LLC, and the Alaska Legislative Affairs Agency, hereby alleges as follows.

1. Plaintiff Alaska Building, Inc., is an Alaska corporation, has filed its biennial report and paid its corporate taxes last due, is in good standing, and is qualified in all respects to bring this action.

2. Defendant 716 West Fourth Avenue LLC is an Alaska Limited Liability Company, located in Anchorage, Alaska (716 LLC).

3. Defendant Legislative Affairs Agency (LAA) is an agency of the State of Alaska.

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4. On September 19, 2013, 716 LLC entered into an agreement with LAA to:
 - (a) demolish the existing Anchorage Legislative Information Office down to its steel frame and foundation, demolish the adjacent Empress Theatre building then occupied by the Anchor Pub, and
 - (b) lease a newly constructed office building on the combined site to LAA for the Anchorage Legislative Information Office

(LIO Project Lease).

5. Under AS 36.30, leases by the Legislative Affairs Agency are normally subject to the competitive procurement process.

6. Under AS 36.30.083(a) an existing lease by the Legislative Affairs Agency may be extended for up to ten years without compliance with the normal competitive procurement process if there is a minimum cost savings of at least 10 percent below the market rental value of the real property at the time the extension.

7. The LIO Project Lease is not a lease extension.

8. The rental rate of the LIO Project Lease is not at least 10 percent below the market rental value of the real property at the time the LIO Project Lease was executed.

9. In fact, the rental rate of the LIO Project is at least twice the market rental value at the time the LIO Project Lease was executed.

10. The LIO Project Lease is illegal because it does not comply with AS 36.30.

WHEREFORE, Plaintiff prays for the following relief:

- A. Judgment declaring the September 19, 2013, agreement between 716 West Fourth Avenue LLC and the Legislative Affairs Agency pertaining to the Anchorage Legislative Information Office building illegal, null and void.
- B. A Judgment in favor of Alaska Building, Inc., in the amount of 10% of the savings to the Legislative Affairs Agency as a result of the invalidation of the LIO Project Lease.
- C. Punitive damages against 716 West Fourth Avenue LLC.
- D. Costs and attorney's fees.
- E. Such other further and additional relief as the Court find just.

DATED August 25, 2015.

Law Offices of James B. Gottstein, attorney for
Plaintiff, Alaska Building, Inc.

By: 

James B. Gottstein
Alaska Bar No. 7811100

CERTIFICATE OF SERVICE

A copy hereof was mailed this date to:

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Dated, August 25, 2015.


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Second Amended Complaint

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