

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**

OCT 23 2015

CLERK OF THE COURT

Case No. 3AN-15-05969CI

**OPPOSITION TO LEGISLATIVE AFFAIRS AGENCY'S MOTION  
FOR ENTITLEMENT TO ATTORNEY'S FEES AND COSTS**

Plaintiff Alaska Building, Inc., opposes the Legislative Affairs Agency's Motion for Entitlement to Attorney's Fees and Costs.

The Legislative Affairs Agency's premise that it prevailed because Alaska Building, Inc., did not include it in the severed case is plain wrong. The settlement between Alaska Building, Inc., with severed defendant Criterion, Inc. (Criterion) for \$50,000 included settlement of the claim against the Legislative Affairs Agency. Attached as Exhibit 1 is a copy of the Release executed with respect to this settlement and the check making the \$50,000 payment.<sup>1</sup> The Legislative Affairs Agency was not named in the separate action

<sup>1</sup> This settlement was the subject of a joint motion to dismiss Criterion by Criterion and Alaska Building, Inc., filed on August 19, 2015, which recites that it also settles claims against any other party arising from vicarious liability for any act committed by Criterion.

because the claim against it was for vicarious liability for the actions of Criterion, which was included in the \$50,000 settlement.

In *Schultz v. Wells Fargo Bank, N.A.*, 301 P.3d 1237, 1243 (Alaska 2013), the Supreme Court held it was an abuse of discretion for the court to find a party did not prevail despite obtaining substantial affirmative relief. Inasmuch as Alaska Building, Inc., received \$50,000 for a settlement that included the claim against the Legislative Affairs Agency, it is the prevailing party for what was the severed Count Two in this action pertaining to damages to the Alaska Building.

Dated October 23, 2015.



James B. Gottstein, ABA # 7811100  
Attorney for Plaintiff

### CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date he mailed a copy hereof to Kevin M. Cuddy and Jeffrey W. Robinson/Eva R. Gardner.

Dated October 23, 2015.

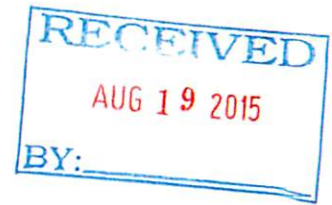
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Jim Gottstein

*Opposition to LLA Motion for  
Entitlement to Attorney's Fees*

LAW OFFICES OF  
JAMES B. GOTTSTEIN  
406 G STREET, SUITE 206  
ANCHORAGE, ALASKA  
99501

TELEPHONE  
(907) 274-7686  
FACSIMILE  
(907) 274-9493



## RELEASE

This release of all claims is intended to resolve all disputes between the parties to the release and is entered into in lieu of either party filing a formal Notice of Acceptance of Offer of Judgment and Proposed Judgment form with the court. **Alaska Building, Inc.** has accepted an offer of judgment served on it by defendant **Criterion General Inc.** and this release effectuates that offer and acceptance.

FOR AND IN CONSIDERATION of the sum of **FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000)** and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Alaska Building, Inc.**, individually and for its heirs, executors, administrators, successors in interest, trustees and assigns, has released and does release and forever discharge **Criterion General, Inc. and any vicarious liability any other defendant might have** for the actions of Criterion General Inc., *specifically including any liability for damages caused, in whole or in part, by the acts or omissions of Criterion General, Inc., or those acting on its behalf.*

All of the terms and conditions of this release have been reflected on, without haste; no one is under a disadvantage; no representations other than those set forth herein have been made; and the undersigned has had the opportunity to consult an attorney, signing this release without any coercion whatsoever. No promise or inducement which is not herein expressed has been

made to the undersigned, and in executing this release the undersigned does not rely upon any statement or representation made by any person, firm or corporation hereby released, or any agent, attorney or other person representing such releasees, or any of them, concerning the nature, extent or duration of said damages or losses or the legal liability therefor.

The undersigned **Alaska Building, Inc.**, further agrees all claims asserted therein against **Criterion General, Inc.** and any vicarious liability any other defendant might have for the actions of Criterion General Inc., or which could have been asserted therein against **Criterion General, Inc.** are hereby released in the lawsuit instituted by it in the Superior Court for the State of Alaska, Third Judicial District at Anchorage, Alaska, entitled **Alaska Building, Inc. v. Criterion et al**, Case No. 3AN-15-05969CI and that it will assist in any effort to file a joint motion and order of dismissal of less than the entire matter consistent with Rule 41 (a)(2).

Nothing herein contained shall be deemed to be an admission of liability, negligence, or responsibility on the part of **Defendant Criterion General, Inc.** the same being expressly denied.

The undersigned hereby declares that the terms of this release and indemnity agreement have been carefully read and are fully understood and are voluntarily accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, for and on account of the injuries and damages above-mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this

19<sup>th</sup> day of August, 2015.

  
\_\_\_\_\_  
**JIM GOTTSTEIN, PRESIDENT**

**ALASKA BUILDING, INC.**

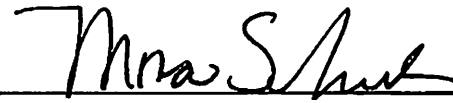
STATE OF ALASKA

THIRD JUDICIAL DISTRICT

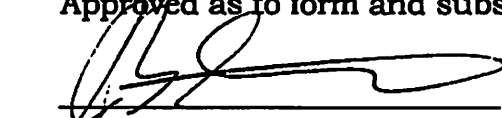
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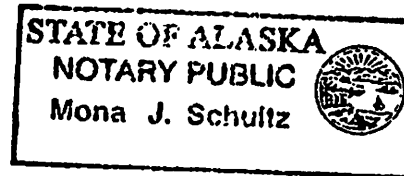
THIS IS TO CERTIFY that on this 19<sup>th</sup> day of August, 2015, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **JIM GOTTSTEIN, PRESIDENT, Alaska Building, Inc.**, and acknowledged that he signed this document on behalf of and binding upon the corporation.

WITNESS my hand and notarial seal the day and year first hereinabove written.

  
\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: 11/11/2016

Approved as to form and substance:

  
\_\_\_\_\_  
James B. Gottstein  
Attorney for Plaintiff



THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.



**Navigators Insurance Company**

400 Atlantic Street  
Stamford CT 06901

JPMorgan Chase Bank, N.A.  
Chicago, IL

Check No.	Check Date	Payee Ref
0000206725	08/12/2015	ALAS0356-001

70-2322/719

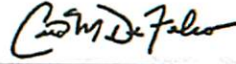
Check Amount
\$50,000.00***

VOID AFTER 180 DAYS

Pay \*\*\*\*\*FIFTY THOUSAND AND XX/100 DOLLAR \*\*\*\*\*

To The  
Order Of

ALASKA BUILDING INC  
%SCHEER ZEHNDER  
701 PIKE ST, STE 2200  
ATTN: MARK SCHEER ESQ  
SEATTLE, WA 98101

By: 

Authorized Signature

By: 

Authorized Signature

Two Signatures Required Over \$50,000

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