

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

Case No. 3AN-15-05969CI

PLAINTIFF'S INITIAL DISCLOSURES

Plaintiff, Alaska Building, Inc., by and through counsel, hereby submits its initial disclosures pursuant to Civil Rule 26(a). These initial disclosures will be supplemented, amended, or corrected, or any combination thereof, to the extent additional or different information is obtained.

(A) the factual basis of each of its claims or defenses.

RESPONSE:

Count One:

AS 36.30.083 only allows sole source procurement of leased space to extend a real property lease for up to 10 years if a minimum cost savings of at least 10 percent below the market rental value of the real property at the time of the extension would be achieved on the rent due under the lease. The so-called lease extension for the new Anchorage Legislative Information Office Building the subject of Count One (New

LIO Lease) is not an extension because (1) the existing building was demolished down to its steel frame (2) the adjacent old Empress Theatre, most recently the Anchor Pub, was completely demolished, (3) a brand new building was constructed, and (4) the premises were vacated for at least 13 months while the new building was constructed. In addition, the cost is well over the market rental value of the real property.

Count Two:

The demolition and construction of the New LIO caused substantial damage to the Alaska Building. More particularly:

1. The demolition and construction of the new LIO Building caused substantial shaking of the Alaska Building, including without limitation, causing a structural post supporting the second and third floors of the Alaska Building to break through the concrete slab upon which it was supported and move downward approximately an inch, resulting in at least part of the second floor to slant with resultant damage.

2. The shared wall between the Alaska Building and the Old Empress Theatre (Party Wall) moved all along the Alaska Building, but along the North 50 feet where the Party Wall is the structural element holding up the West end of the second floor of the Alaska Building, the westward movement of the wall degraded the structural integrity of the Alaska Building, as well as causing visible cracks and gaps.

3. There was damage done to the roof causing leaking into the building.

(B) the name and, if known, the address and telephone number of each individual likely to have discoverable information relevant to disputed facts alleged with particularity in the pleadings, identifying the subjects of the information and whether the attorney-client privilege applies;

RESPONSE:

Count One.

As an initial matter, defendants Legislative Affairs Agency and 716 West Fourth Avenue LLC, should know the identity of additional people. Also, various members of the Alaska Legislature may have such information.

**Larry Norene
(907) 229-1737
Market Rental Value & Corruption**

**Sam Combs
7480 Upper O'Malley Road
Anchorage, Alaska 99507-6207
(907) 346-3990
Market Rental Value & corruption**

**Mr. Michael Buller
Deputy Executive Director
Alaska Housing Finance Agency
PO Box 101020
Anchorage, Alaska 99510
907-330-8453
Cost of New LIO**

**Tanya Bratslavsky
500 W. 27th Ave, Suite A
Anchorage, AK 99504
907) 272-5264
Cost of New LIO**

**Timothy R. Lowe
999 North Sepulveda Blvd, Suite 440
El Segundo, CA 90245
310-322-7744
Market Rental Value**

**Mike Hawker
716 W. 4th Ave. Suite 615
Anchorage AK, 99501-2133
907-269-0244
New LIO Lease**

**Mark E. Pfeffer
425 G Street, Ste 210
Anchorage, AK 99501
907 646 4644
New LIO Lease, Market Rental Value and Corruption
ATTORNEY/CLIENT PRIVILEGE**

**Robert Acree
PO Box 241826
Anchorage, Alaska 99524
New LIO Lease, Market Rental Value and Corruption
ATTORNEY/CLIENT PRIVILEGE**

**Alana Williams
Address & Phone number unknown
New LIO Lease**

**Pamela A. Varni
State Capitol, Rm 3
Juneau, AK 99801-1182
(907) 465-3800
New LIO Lease**

**Parties named in response to Plaintiff's first sets of interrogatories to the
defendants not otherwise identified herein.**

Count Two.

**Jim Gottstein
406 G Street, Ste 206
Anchorage, AK 99501
(907) 274-7686
Damage to Alaska Building
ATTORNEY/CLIENT PRIVILEGE**

**Dennis L. Berry
510 L Street, Suite 200
Anchorage, Alaska 99501
(907) 270-2239
Damage to Alaska Building**

**Shane Durand
311 N. Sitka St.
Anchorage, AK 99501
(907)561-0125
Shoring and protection of Party Wall**

**Sam Combs
7480 Upper O'Malley Road
Anchorage, Alaska 99507-6207
(907) 346-3990
Damage to Alaska Building**

**Jeffrey Koonce
500 L St, Ste 400
Anchorage, AK 99501
907.274.7443
Design Pertaining to Damage to Alaska Building
ATTORNEY/CLIENT PRIVILEGE**

**Lise Falskow and Alaska World Affairs Council Staff
406 G St #207
Anchorage, AK 99501
(907) 276-8038
Alaska Building Shaking**

**Shara Dorris & employees of Octopus Inc.
410 G Street
Anchorage, AK 99501
907-333-4657
Damage to Alaska Building/Shaking**

**Deborah Seaton/George Gee
412 G St, Anchorage, AK 99501
(907) 258-9055
Damage to Alaska Building/Shaking**

**Partners for Progress staff
406 G St, Ste 302
Anchorage, AK 99501
907-272-1192
Alaska Building Shaking**

**Carly Weir and other employees of Alaskans First Campaign
406 G St, Ste 212
Anchorage, AK 99501
Alaska Building Shaking**

**Jay Friedheim
820 Mililani St, Ste 503
Honolulu, HI 96813-2935
(808) 545-5454
Alaska Building Shaking**

**Scott Gruhn, PE
510 L Street, Suite 200
Anchorage, AK 99501
Damage to Alaska Building
(907) 274-2236**

**Dave DeRoberts
2820 Commercial Dr.
Anchorage, AK 99501-3015
(907) 277-3200
ATTORNEY/CLIENT PRIVILEGE**

Parties named in response to Plaintiff's first set of interrogatories, not otherwise identified herein.

(C) the name and, if known, the address and telephone number of each individual who has made a written or recorded statement and, unless the statement is privileged or otherwise protected from disclosure, either a copy of the statement or the name and, if known, the address and telephone number of the custodian;

RESPONSE:

**Jim Gottstein
406 G St, Ste 206
Anchorage, AK 99501
(907) 274-7686**

**Dennis L. Berry
510 L Street, Suite 200
Anchorage, Alaska 99501
(907) 270-2239**

**Dave DeRoberts
2820 Commercial Dr.
Anchorage, AK 99501-3015
(907) 277-3200**

**Lisa Smith
PO Box 242254
Anchorage, AK 99524
(907) 854-2289**

Copies of the statements are included in the PDF (Acrobat Reader) file available at <http://gottsteinlaw.com/AkBldgv716W4thAve/Discovery/AkBldgDiscovery/AkBldgInitialDisclosures/>

(D) subject to the provisions of Civil Rule 26(b)(3), a copy of, or a description by category and location of, all documents, electronically stored information, data compilations, and tangible things that are relevant to disputed facts alleged with particularity in the pleadings;

RESPONSE: Available at <http://gottsteinlaw.com/AkBldgv716W4thAve/Discovery/AkBldgDiscovery/AkBldgInitialDisclosures/>

(E) subject to the provisions of Civil Rule 26(b)(3), all photographs, diagrams, and videotapes of persons, objects, scenes and occurrences that are relevant to disputed facts alleged with particularity in the pleadings;

RESPONSE: Available at <http://gottsteinlaw.com/AkBldgv716W4thAve/Discovery/AkBldgDiscovery/AkBldgInitialDisclosures/>

(F) each insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment; and

RESPONSE:

Plaintiff expects such agreements from defendants Criterion General, Pfeffer Development, 716 West Fourth Avenue and KPB Architects.

(G) all categories of damages claimed by the disclosing party, and a computation of each category of special damages, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such claims are based, including materials bearing on the nature and extent of injuries suffered.

RESPONSE:

Count One

Plaintiff is requesting the Court judicially create a *Qui Tam* or "whistleblower" type of recovery of 10% of the savings to the Legislative Affairs Agency for invalidation or reformation of the illegal New LIO Lease. The basis for this is that the court should step in and reward a party bringing a private enforcement action involving corruption when, at a minimum, the political power behind the corruption has resulted in the people making decisions with respect to normal enforcement mechanisms fail to enforce the law. Comparing apples to apples, the current LIO lease rate is about \$7.15 per square foot per month, while the market rate is about \$3.00. Ten percent below the market rate would be \$2.70/square foot per month, which works out to \$104,310 per month instead of the rate specified in the illegal New LIO Lease of \$281,638. This is \$177,328 per month more than allowed under AS 36.30.083. Over the life of the New LIO Lease this is \$21,279,360 more than allowed under AS 36.30.083. Ten percent of this is \$2,127,936. If the New LIO Lease is terminated and the Alaska Legislature relocates the Anchorage Legislative Information Office, there would be a similar calculation based on what such new space costs.

Plaintiff is also requesting punitive damages against 716 West Fourth Avenue LLC for entering into the illegal New LIO Lease. Such damages could range from 10% of the amount the cost exceeds market rent to 2 or 3 times the total rent to be paid under the New LIO Lease.

Count Two

Based on his experience, the owner of Alaska Building, Inc., Jim Gottstein, estimates that damages to the Alaska Building caused by construction of the New LIO are at least \$250,000. It is expected that this estimate will be supplemented with a more detailed computation.

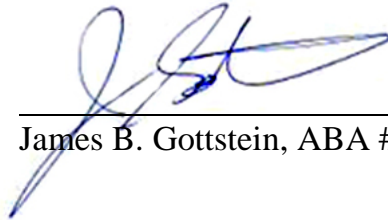
The documents or other evidentiary material on which such claims are based, including those bearing on the nature and extent of injuries suffered are available at <http://gottsteinlaw.com/AkBldgv716W4thAve/Discovery/AkBldgDiscovery/AkBldgInitialDisclosures/>, except the Party Wall movement monitoring worksheets, which are available from defendant Criterion General and Pfeffer Development.

(H) the identity, with as much specificity as may be known at the time, of all potentially responsible persons within the meaning of AS 09.17.080, and whether the party will choose to seek to allocate fault against each identified potentially responsible person.

RESPONSE:

Plaintiff Alaska Building expects the defendants to identify such potentially responsible persons in their initial disclosures.

Dated June 4, 2015.



James B. Gottstein, ABA # 7811100

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date a copy of the foregoing were mailed to:

Jeffrey W. Robinson
Ashburn & Mason, PC
1227 W. 9th Ave., Ste. 200
Anchorage, AK 99501

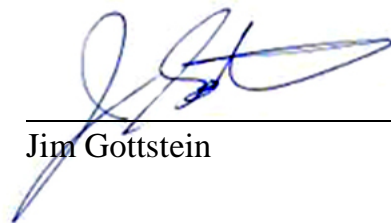
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510 L St., Ste. 500
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Dated: June 4, 2015



Jim Gottstein