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Attorneys for Defendant  
LEGISLATIVE AFFAIRS AGENCY

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

ALASKA BUILDING, INC., an Alaskan  
corporation,

Plaintiff,

v.

716 WEST FOURTH AVENUE, LLC, and  
LEGISLATIVE AFFAIRS AGENCY,

Defendants.

Case No.: 3AN-15-05969CI

**DEFENDANT LEGISLATIVE AFFAIRS AGENCY'S RESPONSE TO  
PLAINTIFF'S FIRST REQUESTS TO PRODUCTION (Dated 08/03/15)**

Defendant Legislative Affairs Agency (LAA), by and through its undersigned counsel, responds to Plaintiff's First Set of Requests for Production (Requests) dated August 3, 2015 and states as follows:

**I. PRELIMINARY STATEMENT**

1. The responses and objections supplied herein are for use in this action and for no other purpose and are supplied subject to that limitation.

DEFENDANT LEGISLATIVE AFFAIRS AGENCY'S RESPONSE TO PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION (Dated 08/03/15)

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2. LAA's responses are subject to all objections as to competence, relevance, materiality, propriety, privilege, work product and admissibility, and to any and all other objections on any grounds that may be applicable at a trial or other hearing or proceeding, all of which objections and grounds are expressly reserved and may be interposed at the time of trial or other hearing or proceeding.

3. Unless otherwise specified, LAA's responses and objections shall not be deemed to constitute an admission:

- a. that any particular document or thing exists; or
- b. that any statement or characterization in the Requests is accurate or complete.

4. LAA reserves the right at any time to revise, supplement, correct, clarify, or add to these responses and objections, or to revise, supplement, correct, clarify, or add to any production of information or documents made pursuant to the Requests. LAA further reserves the right to object on any ground at any time to a demand for further answers to the Requests.

5. LAA's responses and objections are submitted without prejudice to its right to produce evidence of any subsequently discovered fact, and it reserves its right to provide further responses and objections as additional facts are ascertained.

## II. GENERAL OBJECTIONS

LAA makes the following general objections, which apply to each and every discovery response and are incorporated by reference in each and every response below,

as if set forth fully therein. Failure to reiterate a general objection below does not constitute a waiver of that or any other objection.

1. LAA objects to the Requests to the extent that they seek documents that are neither relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence.

2. LAA objects to the Requests to the extent that they are overbroad, unduly burdensome, ambiguous, or vague, are not described with reasonable particularity, lack a readily discernible meaning, and/or require LAA to speculate as to the information sought.

3. LAA objects to the Requests on the ground that they are unduly burdensome to the extent that they purport to require LAA to compile, analyze, compute, and/or summarize voluminous data or information.

4. LAA objects to the Requests to the extent that responding to them would involve unreasonable expense.

5. LAA objects to the Requests to the extent that they seek to impose obligations broader than, or inconsistent with, LAA's obligations under the Alaska Civil and Evidence Rules, statutes or other applicable law.

6. LAA objects to the Requests to the extent that they call for the production of documents that are protected from disclosure by the work-product doctrine, attorney-client privilege, accountant-client privilege, consulting expert privilege, investigative privileges, any common interest or joint defense agreement, or other applicable privilege

or protection. To the extent that any such protected material or information is inadvertently disclosed or produced in response to the Requests, such disclosure or production shall not constitute a waiver of LAA's right to assert the applicability of any privilege or immunity, and LAA demands that any such material be returned immediately upon discovery thereof.

7. LAA objects to the Requests to the extent that they call for the production of documents not within its possession, custody, or control.

8. LAA objects to the Requests to the extent that the information sought is equally available or obtainable from another, more convenient, less burdensome, or less expensive source than LAA, including a request that is cumulative or duplicative.

9. LAA objects to the Requests to the extent that they call for the disclosure of proprietary, commercially sensitive, or other confidential information, the probative value of which is outweighed by LAA's interest in preserving confidentiality.

10. LAA objects to the Requests to the extent that they are not limited to the relevant time period. For purposes of this response, LAA understands that the discovery requests relate only to the time period up through September 19, 2013, the date that the Extension of Lease and Third Amendment of Lease was signed.

11. LAA objects to the defined term "New LIO Building" insofar as that term suggests that the building is "new" rather than the product of a renovation.

### III. SPECIFIC RESPONSES

Subject to the foregoing objections, and without waiving and expressly preserving all such objections that are incorporated by reference in each and every response below, LAA responds to the Requests as follows:

#### **REQUESTS FOR PRODUCTION**

**REQUEST FOR PRODUCTION NO. 1:** Please produce all documents, from January 1, 2010, forward, including without limitation, e-mails, relating to leasing or potentially leasing space by the Legislative Affairs Agency for the Anchorage Legislative Information Office when the then current lease terminated. This request encompasses all efforts relating to acquiring space for the Anchorage Legislative Information Office following the expiration of the then existing lease. This includes all responsive documents relating to the LIO Lease, including without limitation, negotiations and internal consideration by the Legislative Affairs Agency.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 1:** LAA objects to this request insofar as fails to include an end date. For purposes of this discovery response, LAA understands that the discovery requests relate only to the time period up through September 19, 2013, the date that the Extension of Lease and Third Amendment of Lease was signed. LAA objects to this request as overbroad and unduly burdensome insofar as it seeks documents more than three years before the lease extension was signed. LAA also objects to this request insofar as it seeks publicly available information, some of which is already in Plaintiff's possession. LAA also objects to this request insofar as it

purports to require information relating to the “expiration of the then existing lease” in 2010, 2011, and 2012, when the lease was not expiring but rather was the subject of numerous renewal options that were exercised. LAA interprets this request as relating to the successful effort to extend the lease pursuant to AS 36.30.083 and the relevant procurement rules, since that is the subject of the amended complaint. LAA objects to this request insofar as it purports to seek documents protected by the attorney-client and legislative privileges. Subject to and without waiting the general objections and the foregoing specific objections, LAA has performed a reasonable search for documents that are likely to contain responsive information and is producing non-privileged documents relating to the LIO project at LAA\_000001-003521. LAA reserves the right to supplement this production if additional responsive documents are located.

**REQUEST FOR PRODUCTION NO. 2:** Please produce all documents relating to the LIO Lease complying with the requirement in AS 36.30.083(a) that it extend a real property lease.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 2:** LAA objects to this request as oppressive and harassing insofar as it is directed at privileged legal advice and communications regarding LAA’s compliance with statutory provisions. With respect to non-privileged communications, see Response to Request for Production No. 1.

**REQUEST FOR PRODUCTION NO. 3:** Please produce all documents relating to opinions, estimates or determinations of the market rental and/or value of the New LIO Building relating to leasing or purchasing space for the Anchorage Legislative

Information Office upon the expiration of the then existing lease, **except** for (a) that certain "Rental Value Appraisal Report Anchorage Legislative Information Office," by Waronzof Associates, submitted October 15, 2013, as of June 1, 2014, a copy of which can be accessed by going to <http://bit.ly/1MCkd93>, and (b) that certain October 10, 2013, Report by the Alaska Housing Finance Corporation on the LIO Building Anchorage, Alaska, titled "Evaluation of Cost Estimate for Downtown Development," a copy of which can be accessed by going to <http://bit.ly/1LV9MeW>. This request includes communications with any and all persons regarding the market rental value of the New LIO Building, including without limitation during the planning phase and whether or not any opinion regarding the market rental value of the New LIO Building was formed or provided. In essence this request is for all documents relating to the value or market rental value relating to leasing space by the Legislative Affairs Agency for the Anchorage Legislative Information Office after the expiration of the then existing lease.

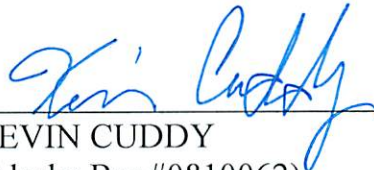
**RESPONSE TO REQUEST FOR PRODUCTION NO. 3:** See Response to Request for Production No. 1.

**REQUEST FOR PRODUCTION NO. 4:** Please produce all documents relating to payments under the LIO Lease. This request should be updated monthly.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 4:** LAA objects to this request as unduly burdensome, irrelevant, vexatious, and not reasonably calculated to lead to the discovery of admissible evidence. The payments due under the lease are described in detail in the lease itself, which Plaintiff already has, including Sections 1.1 and 3 thereof.

DATED: September 2, 2015

STOEL RIVES LLP

By:   
KEVIN CUDDY  
(Alaska Bar #0810062)  
Attorneys for Defendant  
LEGISLATIVE AFFAIRS AGENCY

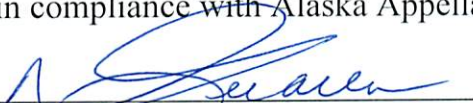
**CERTIFICATE OF SERVICE AND OF FONT**

This certifies that on September 2, 2015, a true and correct copy of the foregoing was served via USPS Priority Mail on:

James B. Gottstein, Esq.  
Law Offices of James B. Gottstein  
406 G Street, Suite 206  
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(Attorney for Plaintiff)

Jeffrey W. Robinson  
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I further certify that this document was substantively produced in Times New Roman 13, in compliance with Alaska Appellate Rule 513.5(c)(1) and Civil Rule 76(a)(3).

  
Debby Allen, Practice Assistant

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