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

STATE OF ALASKA,)
)
Plaintiff/Counterclaim Defendant,)

v.)

ALASKA STATE EMPLOYEES)
ASSOCIATION/AMERICAN)
FEDERATION OF STATE,)
COUNTY AND MUNICIPAL)
EMPLOYEES LOCAL 52, AFL-CIO,)

Defendant/Counterclaimant.)

#14

Case No. 3AN-19-09971CI

ALASKA STATE EMPLOYEES)
ASSOCIATION/AMERICAN)
FEDERATION OF STATE, COUNTY)
AND MUNICIPAL EMPLOYEES)
LOCAL 52, AFL-CIO,)

Third-Party Plaintiff,)

v.)

MICHAEL J. DUNLEAVY, in his)
official capacity as Governor of Alaska;)
KEVIN G. CLARKSON, in his official)
capacity as Attorney General of Alaska;)
KELLY TSHIBAKA, in her official)
capacity as Commissioner of the Alaska)
Department of Administration; and)
STATE OF ALASKA, DEPARTMENT)
OF ADMINISTRATION,)

Third-Party Defendants.)

DEPARTMENT OF LAW
OFFICE OF THE ATTORNEY GENERAL
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2 **STIPULATION REGARDING ARBITRATION AND THE STATE'S MOTION**
3 **FOR DECLARATORY JUDGMENT**

4 In the interest of the efficient consideration of the issues presented in this case, the
5 parties agree as follows:

- 6 • The State and third-party defendants (collectively the "State") will withdraw their
7 November 6, 2019 "Motion for Declaratory Judgment or, in the Alternative, to
8 Stay Arbitration." The motion will be withdrawn without prejudice.
- 9 • ASEA will withdraw its September 18, 2019 grievance and will not seek to
10 arbitrate the claims raised in its September 18, 2019 grievance. ASEA's
11 opposition to the State's "Motion for Declaratory Judgment or, in the Alternative,
12 to Stay Arbitration" is withdrawn without prejudice.
- 13 • In its first amended counterclaims and third-party complaint, ASEA raises a
14 breach of contract claim (Count I) and a breach of implied covenant of good faith
15 and fair dealing claim (Count II). The State will not argue that the trial court lacks
16 the authority or jurisdiction to award the same relief that an arbitrator could award
17 as to these two claims or that the grievance/arbitration provision in the collective
18 bargaining agreement prevents ASEA from litigating these claims in court.
- 19 • This stipulation is not intended to be precedential and is not a concession by any
20 party regarding whether ASEA's grievance or any other grievance was or was not
21 arbitrable.
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2 DATED: 12/10/19

KEVIN G. CLARKSON
ATTORNEY GENERAL


3
4 By: 
5 Jeffrey G. Pickett
6 Assistant Attorney General
7 Alaska Bar No. 9906022

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*Counsel for Plaintiff State of Alaska
and the Third-Party Defendants*

16 DATED: 12/10/2019

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17 By: 
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