BEFORE THE ALASKA PUBLIC OFFICES COMMISSION

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9/9/2026
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JOEL BORGQUIST,

Complainant,

vs.

ZACHARY JOHNSON,

Respondent.

Case No. 26-14-POFD

RESPONDENT'S PRE-HEARING BRIEF OPPOSING EXPEDITING OF THIS MATTER AND REQUESTING DISMISSAL OF COMPLAINT

Respondent Zachary Johnson, by and through counsel, provides this pre-hearing brief regarding the Complaint filed by Joel Borgquist on September 4, 2026. This brief is supported by Mr. Johnson's affidavit, filed herewith.

I. Introduction

The Complaint in this matter makes a number of allegations attempting to liken Mr. Johnson's POFD filings to the deficient filings made by candidate Tregarrick Taylor. Because the Complaint is based on a series of misunderstandings and factual errors, Mr. Johnson requests that the Commission deny Mr. Borgquist's request for expedited consideration and dismiss the Complaint in its entirety.

II. The Allegations Lack Any Factual Basis

For clarity's sake, this brief will address and disprove the allegations made as numbered in the Complaint.

Cashion Gilmore & Lindemuth
510 L Street, Suite 300
Anchorage, Alaska 99501
(907) 222-7932 fax (907) 222-7938

A. Response to Allegation No. 1: Mr. Johnson received no rental or other income from the listed properties or entities.

The Complaint claims that Mr. Johnson failed to report income from ownership or partnership interests in Coyote Lake LLC, Eagle Standard LLC, Wild Air Farm LLC, and ZHJ LLC, which Mr. Johnson properly listed in his POFD.[1] In the covered period, Mr. Johnson simply had no income from any of these entities. This allegation seems primarily premised on the mere existence of these entities, but Mr. Johnson can own or have a partnership interest in entities without deriving income from them. That is precisely the situation in this case.[2]

Mr. Johnson's POFD is accurate in this regard.

B. Response to Allegation No. 2: Mr. Johnson does not own Wild Air Farm and receives no income from it.

The specific allegation that Mr. Johnson "owns" Wild Air Farm LLC ("WAF"), and failed to report income from it, is simply false. The Complaint relies primarily on a news article[3] to make this allegation. To the extent the article states or implies that Mr. Johnson owns WAF, it is incorrect. WAF belonged to Mr. Johnson's late grandmother and is part of her estate.[4] The executor of her estate granted Mr. Johnson

Cashion Gilmore & Lindemuth
510 L Street, Suite 300
Anchorage, Alaska 99501
(907) 222-7932 fax (907) 222-7938

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[1] Complaint Exhibit A.

[2] Affidavit of Zachary Johnson ("Affidavit") at paragraphs 6-14.

[3] Complaint Exhibit B.

[4] Affidavit at paragraph 6.

management authority over the property, and it is in that capacity that he signed a lease with H&H Stables.[5] All rent paid to WAF goes directly to WAF and Mr. Johnson receives zero income or compensation from that entity, which he does not own—Mr. Johnson's only interest is in preserving his grandmother's legacy by allowing that property to remain an asset to the local community.[6]

Mr. Johnson's POFD accurately reports his relationship with WAF.

C. Response to Allegation No. 3: The article was erroneous and Mr. Johnson has received no income from Morning Dove Therapeutic Riding Center.

Although it is cited as "secondary evidence only", the specific allegation that Mr. Johnson derives income from a lease with Morning Dove Therapeutic Riding Center ("Morning Dove") is also false. This allegation is based on an article[7] which contains errors.

The article states that Morning Dove leased land from WAF.[8] This is incorrect. Morning Dove actually leases land from Coyote Lake, LLC, which Mr. Johnson *does* own personally.[9] Because the land held by Coyote Lake, LLC is adjacent to that held by WAF, the local community is often confused about which entity owns it.[10] However,

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[5] *Id*. at paragraphs 6-7.

[6] *Id*. at paragraphs 7-8.

[7] Complaint Exhibit C.

[8] *Id*.

[9] Affidavit at paragraph 11.

[10] *Id*.

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510 L Street, Suite 300
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there was no income to report from this lease for two reasons: First, the effective date of the lease with Morning Dove is actually January 1, 2026, which falls outside of the relevant POFD reporting period.[11] Secondly, although Morning Dove's lease allows them to build a therapeutic riding facility on the Coyote Lake property, they have not broken ground yet, nor have they paid any rent to under the lease to date.[12]

The Morning Dove lease falls outside of the POFD reporting period and neither Coyote Lake nor Mr. Johnson has received any rent payments from Morning Dove—accordingly, the POFD is accurate in this regard.

D. Response to Allegation No. 4: Mr. Johnson received no income from H&H Stables' lease with Wild Air Farm.

The specific allegation that Mr. Johnson received income via a lease with H&H Stables, LLC ("H&H") is also false. This allegation is based primarily on a news article that falsely identifies Mr. Johnson as the "owner" of WAF, who leases to H&H.[13] As described above,[14] Mr. Johnson does not own WAF and he derives zero income from the entity.[15] Mr. Johnson's management of WAF is simply a labor of love to continue his late grandmother's positive impact on the community.[16]

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[11] Affidavit at paragraph 12.

[12] Affidavit at paragraph 13-14.

[13] Complaint Exhibit B.

[14] *See* Section II.B., *supra*.

[15] Affidavit paragraphs 6-9

[16] *Id*. at paragraph 9.

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Because Mr. Johnson does not own WAF, and because he receives zero income from any leases that WAF enters into, the POFD is accurate.

E. Response to Allegation No. 5: Mr. Johnson properly reported his income from the "Weist Trust" because he does not manage or control it.

The specific allegation that Mr. Johnson somehow misreported his interest in a trust managed by PNC Bank is also false. Mr. Johnson is a beneficiary of a trust (the "Wiest Trust") that he does not operate or control.[17] Mr. Johnson benefits from the trust in that he receives income derived by the trust's investments—he reported that income as required.[18] However, Mr. Johnson does not exercise any authority or management over that trust, so he accordingly put "N/A" regarding his position with the entity as one would with any similar retirement account or the like.[19] The trust derives its income from a portfolio of various stocks, bonds, and similar instruments which, again, Mr. Johnson does not direct or manage.[20] The trust does not own any real property or collect any rents to his knowledge.[21]

Because Mr. Johnson properly reported all income received from the Wiest Trust, and because he exercises no management or control over it, the POFD is accurate.

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[17] Complaint Exhibit A; Affidavit at paragraph 16.

[18] Complaint Exhibit A.

[19] Affidavit at paragraph 16.

[20] *Id.*

[21] *Id.*

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F. Response to Allegation No. 6: Because Mr. Johnson properly reported the amounts and all sources of income, there is no violation or omission.

The Complaint's final allegation is not so much a factual statement as it is an insinuation. Without basis, the Complaint claims that Mr. Johnson's POFD "fits the same disclosure and certification pattern addressed in the Tregarrick Taylor matter."

Counsel's understanding is that Mr. Taylor withheld the identities of sources of income amounting to approximately one million dollars, and that he did so after being ordered by APOC to reveal them. That situation could not be further from the one at hand. Although Mr. Johnson's various roles and property interests are somewhat complex, the Commission can see from this brief and his affidavit that he has reported *every* source of *every* dollar he personally received last calendar year. Mr. Johnson is in full compliance and his POFD is accurate.

III. <u>If the Commission Requests Any Additional Documentation Or Clarifications Of His POFD Report, Mr. Johnson Intends To Promptly Comply</u>

It is Mr. Johnson's position that his POFD is accurate and complete. However, if the Commission believes that somehow additional or different details would aid the public in reviewing his disclosures he would not object to this brief and affidavit being appended to his POFD, nor to making any amendment the Commission deems necessary. Furthermore, due to having barely 24-hours' notice of this hearing, Mr. Johnson was unable to gather documentation that would provide relevant support to his affidavit. He

Cashion Gilmore & Lindemuth
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is willing to provide this documentation to APOC Staff in the near future should the Commission require it.[22]

Although his POFD is fully compliant, Mr. Johnson understands the important role that APOC plays in providing the public with transparency regarding the personal finances of candidates and public officials and will cooperate with any further measures ordered.

IV. Conclusion

As exhaustively described herein, Mr. Johnson's POFD is complete and accurate. This filing goes far beyond the level of "substantial compliance" required by law for candidates for public office.[23] The allegations made in the Complaint are both minor in scale and factually unsound.

Accordingly, Mr. Johnson respectfully asks that the request to expedite the Complaint be denied and further asks that the Complaint be dismissed for lack of any factual basis.

CASHION GILMORE & LINDEMUTH
Attorneys for Respondent Zachary Johnson

DATE: September 9, 2026

/s/ Scott Kendall
Scott Kendall
Alaska Bar No. 0405019

Cashion Gilmore & Lindemuth
510 L Street, Suite 300
Anchorage, Alaska 99501
(907) 222-7932 fax (907) 222-7938

[22] Affidavit at paragraph 17.

[23] *See Grimm v. Wagoner*, 77 P.3d 423 (2003).

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served via email on September 9, 2026, to the following:

Joel Borgquist
joel.gjj@gmail.com

APOC
kim.stone@alaska.gov

CASHION GILMORE & LINDEMUTH

By: /s/ Todd Cowles

Cashion Gilmore & Lindemuth
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JOEL BORQUIST, Complainant, vs. ZACHARY JOHNSON, Respondent.	Case No. 26-________

AFFIDAVIT OF ZACHARY JOHNSON

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

I, Zachary Johnson, being first duly sworn and deposed, hereby state as follows:

1. My name is Zachary Johnson. I am a Nonpartisan candidate for Lieutenant Governor running alongside candidate for Governor, Jonathan Kreiss-Tomkins.

2. As an Anchorage Assembly Member and candidate, I have previously filed Public Official Financial Disclosures ("POFDs") as required by law.

3. I filed my most recent POFD as a candidate for Lieutenant Governor on June 1, 2026. That report covers the period from January 1, 2025 through December 31, 2025.

4. I received and have reviewed the complaint, filed by Joel Borgquist on September 4, 2026 ("the Complaint").

Cashion Gilmore & Lindemuth
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5. For the reasons stated below, the Complaint is without basis and is premised on facts which are not true.

6. The Complaint relies on a news article (denoted Exhibit B) stating that I own Wild Air Farms, LLC (“WAF”). That statement in the article was factually incorrect. WAF belonged to my grandmother, now deceased, and it is currently part of her estate. The executor of her estate signed a power of attorney granting me management authority over the property.

7. It was solely under that power of attorney authority, not though any ownership interest, that I signed a lease on behalf of WAF with H&H Stables.

8. Rent paid by H&H Stables, as well as another residential tenant on the property, go directly to WAF. And, to be clear, I collect zero income or compensation from WAF. This is a business that I manage through my limited role via power of attorney, but do not own.

9. My only interest in continuing the operations of WAF is to preserve my grandmother’s legacy as an asset to the community. It does not generate any revenue for me.

10. The Complaint also relies on an article (denoted as Exhibit C) regarding a lease entered into with Morning Dove Therapeutic Riding Center (“Morning Dove”) which contains errors.

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11. I did sign a lease with Morning Dove, however the lease is actually with Coyote Lake, LLC—which I do own personally—and not WAF. My property and WAF are adjacent, which often leads to confusion in the local community.

12. However, the effective date of the Coyote Lake, LLC lease with Morning Dove is January 1, 2026, which falls outside of the POFD reporting period.

13. This lease does allow Morning Dove to build a therapeutic riding facility on the Coyote Lake property, but they have not broken ground or taken any other steps as of this date to establish tenancy.

14. Coyote Lake has not collected any rent from Morning Dove, or anyone else, nor have I personally collected any income from Coyote Lake, LLC.

15. Finally, the Complaint relies on my June 1, 2026 POFD report itself (denoted as Exhibit A) to allege that I have failed to properly identify a trust managed by PNC Bank or its property.

16. Quite the contrary, I have disclosed that I am a beneficiary of the "Wiest Trust" which is the trust fully managed by PNC Bank, and I have reported my income from it. That trust includes a portfolio of various stocks, bonds, and similar instruments. I put "N/A" in the description because I exercise no authority over the trust management or investment decisions, I simply receive the income as reported. The trust does not own any real property or collect any rents.

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17. At approximately 10 a.m. on September 9, 2026 I received notice from the Alaska Public Offices Commission ("APOC") that it would hold a hearing on whether to expedite Mr. Borgquist's complaint at 1:15 p.m. on September 10, 2026.

18. Due to the short amount of time between this notice and the hearing, I was unable to compile and produce relevant documents prior to the hearing but can do so relatively quickly if the Commission has outstanding questions or requires a review of such documents in order to resolve this matter promptly.

FURTHER AFFIANT SAYETH NAUGHT.

Zachary Johnson

SUBSCRIBED AND SWORN to before me on this 9th day of September, 2026, at Anchorage, Alaska.

Notary Public in and for Alaska
My Commission Expires: 4/5/29

JENNIFER A. DITCHARO
NOTARY PUBLIC
STATE OF ALASKA
My Commission Expires April 5, 2029

Cashion Gilmore & Lindemuth
510 L Street, Suite 300
Anchorage, Alaska 99501
(907) 222-7932 fax (907) 222-7938