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**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF KING**

S 212<sup>th</sup> ST LLC, a Washington limited liability company,

Plaintiff,

v.

FORTERRA NW, a Washington public benefit nonprofit corporation, and FORTERRA ENTERPRISES, INC., a Washington corporation,

Defendants.

NO.

COMPLAINT FOR BREACH OF CONTRACT, BREACH OF GOOD FAITH AND FAIR DEALING, INJUNCTIVE RELIEF, AND MISREPRESENTATION

COMES NOW Plaintiff, S 212<sup>th</sup> ST LLC, a Washington limited liability company, by and through its attorneys of record, Fox Rothschild LLP, and states and alleges as follows:

**I. PARTIES**

1. Plaintiff. Plaintiff S 212<sup>th</sup> St LLC is a limited liability company duly organized and existing under the laws of the State of Washington. Plaintiff, now and at all times relevant hereto, is a Washington limited liability company located in and operating out of King County, Washington.

2. Defendants. Defendant Forterra NW is a public benefit nonprofit corporation duly organized and existing under the laws of the State of Washington. Forterra Enterprises, Inc. is a

1 corporation duly organized and existing under the laws of the State of Washington. Defendants  
2 Forterra NW and Forterra Enterprises, Inc., now and at all times relevant hereto, have been located  
3 in and operated out of King County, Washington.

4 3. According to Defendants' website, Forterra Enterprises, Inc., is a for-profit subsidiary  
5 of Forterra NW, and pursues various conservation and community development projects as an  
6 entrepreneurial investor, through joint ventures or contracts with the private sector. Defendants are  
7 also formerly known as the Cascade Land Conservancy, a former Washington nonprofit corporation.  
8 Cascade Land Conservancy, Forterra NW, and Forterra Enterprises, Inc. are also hereafter  
9 collectively referred to as "Forterra".  
10

## 11 **II. JURISDICTION AND VENUE**

12 4. Jurisdiction. The Court has jurisdiction over the subject matter of this action pursuant  
13 to RCW 2.08.010 and jurisdiction over all Defendants because this cause of action arises from their  
14 conduct in King County, Washington.

15 5. Venue. Venue is proper in King County pursuant to RCW 4.12.020(3), because the  
16 acts giving rise to this Complaint occurred in King County, and pursuant to RCW 4.12.025(1),  
17 because all Defendants transact business in King County, Washington.  
18

## 19 **III. FACTS**

### 20 **A. Forterra's Obligations and Communications about Documents**

21 6. On or about May 2, 2018, Plaintiff and Defendants entered into a written Vacant Land  
22 Purchase and Sale Agreement ("Agreement") for the purchase, sale and deed to Plaintiff of fee title  
23 to that vacant real property commonly known as King County Assessor Parcel No. 0722059004 and  
24 legally described as ("Property"):  
25

26 ///

1 THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF  
2 SECTION 7, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING  
3 COUNTY, WASHINGTON, LYING WEST OF SOUTH 212<sup>TH</sup> WAY AS  
4 CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE  
5 NUMBER 752919; EXCEPT THAT PORTION CONVEYED TO KING  
6 COUNTY FOR SOUTH 208<sup>TH</sup> STREET BY DEED RECORDED UNDER  
7 RECORDING NUMBER 4596832.

8 7. Plaintiff entered into the Agreement with Defendants under Defendants' former trade  
9 name, Cascade Land Conservancy. A copy of the Agreement is attached to this Complaint as *Exhibit*

10 *A.*

11 8. The Agreement provided Plaintiff with a 45-business day feasibility period (67  
12 calendar days) commencing on May 3, 2018 and terminating on or about July 9, 2018.

13 9. Over the course of the next several months, Plaintiff and Defendants entered into  
14 several written extensions of the feasibility contingency of the Agreement: on July 6, 2018 Plaintiff  
15 and Defendants agreed to extend the Agreement by 30-business days ("First Extension"); on August  
16 31, 2018, Plaintiff and Defendants agreed to extend the Agreement until October 11, 2018 ("Second  
17 Extension"); on or about October 11, 2018, Plaintiff and Defendants agreed to extend the Agreement  
18 until November 21, 2018 ("Third Extension"), and on or about November 19, 2018, Plaintiff and  
19 Defendants agreed to extend the Agreement until December 5, 2018 ("Fourth Extension"). The First,  
20 Second, Third Extensions, and Fourth Extension are attached to this Complaint as *Exhibit B, Exhibit*  
21 *C, Exhibit D, and Exhibit E*, respectively.

22 10. Under Section 4 of Form 34 of the Agreement, Defendants have an obligation to  
23 cooperate with Plaintiff by providing all documents relating to the Property:

24 **4. SELLER'S COVENANT TO COOPERATE BY PROVIDING**  
25 **DOCUMENTS:** Within 5 days following Mutual Acceptance, Seller shall  
26 provide Buyer with copies of all contracts, documents, reports, and studies  
relating to the Property and its development, for Buyer's information and  
review ("Property Documents"). If Seller has any engineering drawings and  
documents, environmental diagrams and studies, surveys, and other Property

1 Documents for some or all of the Property in its possession, Seller shall deliver  
2 copies of such contracts, documents, reports, and studies to Buyer no later than  
5 days following Mutual Acceptance.

3 11. Pursuant to Section 4 of Form 34 and Section K of the Agreement, the due date for  
4 Defendants to provide Plaintiff with all documents set forth in Section 4 was May 9, 2018  
5 (“Document Due Date”). As of May 9, 2018, Plaintiff only had limited documents that had been  
6 provided with the listing because Forterra failed to comply with this provision. By way of on email  
7 on May 27, 2018, Plaintiff requested several missing and incomplete documents from Forterra.  
8 **Exhibit F.** Defendants’ corporate counsel, Adam Draper, acknowledged the request on June 18, 2018.  
9 **Exhibit G.** On June 21, 2018, Forterra provided various material documents. In her June 21, 2018  
10 email, Darcey Hughes, Senior Project Manager for Forterra, stated she provided “documents [she]  
11 could find” and that “[she] could not find anything else.” **Exhibit G.**

13 12. After determining that (1) Forterra’s June 21, 2018 written response to Plaintiff’s May  
14 27, 2018 email contained material misstatements and that (2) the documents Forterra provided on  
15 June 21, 2018 still remained incomplete, Plaintiff wrote another letter to Forterra on August 17, 2018.  
16 **Exhibit H.** Plaintiff described in detail the documents Plaintiff believed were incomplete, missing, or  
17 otherwise inadequate, and reiterated to Forterra that it had a contractual obligation to provide all  
18 documents relating to the Property.

20 13. By way of emails from Adam Draper, Forterra’s corporate counsel, on August 21,  
21 2018 and August 22, 2018, Forterra provided Plaintiff with additional, material documents that it had  
22 failed to provide by the Document Due Date. **Exhibit I.** With this production, Forterra claimed it had  
23 conducted a diligent search, provided all documents in its possession, and had no additional  
24 documents it could provide Plaintiff. In its August 22, 2018 email, Forterra went as far as to assure  
25 Plaintiff that Forterra has not “willingly or intentionally” withheld documents from Plaintiff and that  
26

1 it has done an “additional scrub of electronic and hard copy documents” to “find and provide  
2 [Plaintiff] with any additional documents”. In no ambiguous terms, Forterra stated: “You have what  
3 we have.” Although paragraph 4 requires Forterra to go beyond just providing “what we have,” there  
4 is no indication that Forterra has made any effort to collect any documents that it is aware of and that  
5 are within its control.

6 14. On November 16, 2018, Dan Grausz, Senior Director of Strategic Projects for  
7 Forterra, again represented to Plaintiff and Plaintiff’s counsel that Forterra conducted a thorough  
8 search, provided all documents in its possession, and had no additional documents it could further  
9 provide Plaintiff (*Exhibit J*), stating in relevant part:

11 Forterra has searched multiple times for documents that your client appears to  
12 believe that we have. We do not have them nor am I aware of any other  
13 Property Documents (as that term is defined in the PSA) that are in our  
14 possession. As your client is aware, Forterra was not the owner of the property  
15 at the time certain documents that your client has previously expressed an  
16 interest in were created. Whether the former owner had those documents  
17 and/or what they did with them is something that we have no knowledge of.

18 15. The documents Forterra provided Plaintiff on June 21, 2018, were provided on the  
19 50<sup>th</sup> day of the 67-day feasibility period, and 43 days after the contractual Document Due Date. The  
20 documents provided on August 21 and August 22, 2018 were 104 to 105 days past the Document  
21 Due Date. The failure to timely provide the documents that were undeniably in Forterra’s possession  
22 on the Document Due Date, both (1) raises concerns that Forterra has still not produced all documents  
23 in its possession related to the Property, much less performed any investigation to acquired other  
24 Property Documents that it knows of and could obtain and produce, and, (2) prejudiced Plaintiff’s  
25 ability to conduct its own feasibility.

26 ///

1 **B. Documents Wrongfully Withheld**

2 **1. Forterra's Land Use Permit Application**

3 16. Through a public records request, Plaintiff learned that on or about May 28, 2014,  
4 Forterra had filed a land use permit application with the City of Kent ("City") for a Pre-Application  
5 Conference under the City's file number PA-2014-31 and project name Garrison Creek Side Hill  
6 Development ("Forterra's Application"). *Exhibit K*. The applicant on Forterra's Application was  
7 "Forterra Enterprises, Inc." and the entity listed under Property Owner 1 was "Forterra (formerly  
8 Cascade Land Conservancy)".  
9

10 17. Not surprisingly, the signature on Forterra's Application was that of Michelle Connor,  
11 Forterra's President and Chief Executive Officer. Despite clearly effectuating the creation and  
12 submittal of Forterra's Application, Defendants have failed to provide this document, even though it  
13 must be in its possession and almost 200 days have lapsed since the Document Due Date.  
14

15 18. In connection with Forterra's Application, a pre-application meeting was held at the  
16 City on July 8, 2014. That meeting had a "Meeting Attendance Sheet". *Exhibit L*. The Meeting  
17 Attendance Sheet unequivocally shows that Forterra representatives, Nick Cilluffo and Michelle  
18 Connor, attended the meeting with City officials.

19 19. Subsequent to the July 8, 2014 pre-application meeting attended by Nick Cilluffo and  
20 Michelle Connor from Forterra, the City sent Nick Cilluffo a letter dated July 22, 2014 by postal mail  
21 and e-mail outlining detailed comments from the City's Fire Prevention and Development  
22 Engineering divisions, as well as a copy of the Meeting Attendance Sheet. *Exhibit M*. Page 6 of the  
23 City's July 22, 2014 letter states that an additional copy with enclosures was sent to "Michelle  
24 Connor, mconnor@forterra.org". Not surprisingly, "mconnor@forterra.org" is the same email  
25 address Michelle Connor identified under "Seller's Email Address" on the Agreement. *Exhibit A*.  
26

1 Defendants failed to provide Plaintiff with the entirety of the City’s July 22, 2014 letter, comments  
2 from the City’s Fire Prevention and Development Engineering divisions, Meeting Attendance Sheet  
3 and the other documents generated in connection with Forterra’s Application.

4 20. Despite several representatives of Forterra repeatedly stating that Forterra has  
5 provided all documents in its possession or that it knows of, Forterra failed to turn over documents  
6 its representatives had (1) personally signed and therefore, undeniably had personal knowledge of,  
7 (2) personally attended meetings regarding, and (3) that had been emailed to it using email addresses  
8 that are still used today. In spite of Forterra’s counsel’s claim that it had conducted an “additional  
9 scrub of electronic and hard copy documents”, Forterra failed to turn over electronic documents sent  
10 to “mconnor@forterra.org”.

12 21. Forterra categorically and without legal excuse, failed to provide documents relating  
13 to Forterra’s Application. Those documents should have been provided, and unquestionably were  
14 material to understanding facts and circumstances relevant to the Property. The City’s July 22, 2014  
15 letter itself stated: “Please reference these comments as you develop plans for this site.” The outright  
16 failure on Forterra’s part in providing documents related to its permit application, makes its  
17 representation on the Form 17C that it had not applied for permits, false. It also constitutes a breach  
18 of Section 4 of Form 34 of the Agreement for failure to provide documents relating to the Property.  
19 The considerable time lapse from the Document Due Date and the fact that Plaintiff was forced to  
20 procure these material documents from elsewhere—nearly 200 days after the Document Due Date—  
21 establishes that Plaintiff suffered, and will continue to suffer, irreparable harm if Forterra is not  
22 ordered to produce all permit related (and other Property) documents in its possession, and to extend  
23 feasibility to allow Plaintiff to conclude its due diligence.  
24  
25

26 ///

1           **2.     North Fork Garrison Creek Erosion Projects**

2           22.     Through a public records request, Plaintiff learned that on or about March 28, 2016,  
3 the City filed an application under the City’s permit number ENV-2016-10 for slope restoration and  
4 stabilization of a damaged portion of the S 212<sup>th</sup> St roadway embankment and the rerouting of a  
5 portion of the North Fork of Garrison Creek that was causing ongoing erosion on and around the  
6 Property (“First Erosion Project”). *Exhibit N*. According to the City’s Notice of Application and  
7 Proposed DNS dated April 8, 2016, the Erosion Project’s location was on various right-of-ways and  
8 “on adjacent property, parcel number 0722059004”. Not only was work being done on the Property,  
9 the City’s documents show Forterra had knowledge of the First Erosion Project.  
10

11           23.     In an Environmental Checklist Application dated March 25, 2016 and prepared by  
12 Stephen Lincoln, P.E. of the City’s Public Works Department, Mr. Lincoln states in his response to  
13 Question 11: “The Owner of the property, the Forterra land conservancy has expressed interest in  
14 transferring the land to the City of Kent for use as a Parks facility.” *Exhibit O*. Documents relating  
15 to Forterra’s interest in selling the Property to the City, including, but not limited to, correspondence  
16 between Forterra, the City and other third parties, were withheld from Plaintiff by Forterra.  
17

18           24.     On June 21, 2018, Forterra provided a file titled “Appraisal Forterra  
19 Property20161102” (“Forterra Appraisal”). *Exhibit P*. Page 93 of the Forterra Appraisal indicates  
20 that at least some documents that have not been provided to Plaintiff, were created or exchanged  
21 between the City and Forterra in connection with the second phase of the North Fork Garrison Erosion  
22 Project under City permit numbers 16-3004 and PW 2015-050 (“Second Erosion Project”). Pages 95  
23 and 96 of the Forterra Appraisal shows the City’s Land Survey Section created at least several survey  
24 documents in connection with the First and Second Erosion Projects that Forterra must have in its  
25 possession, as Forterra is clearly listed as the “Grantor” of the proposed slope easement.  
26



1           25. Page 71 of the Forterra Appraisal provides further proof that at least two Forterra  
2 representatives were contacted in connection with the proposed slope easement, First Erosion Project,  
3 and/or the Second Erosion project. According to Page 71 of the Forterra Appraisal, Michelle Connor  
4 met with representatives of IRR-Seattle on September 16, 2016 and expressed her concerns regarding  
5 the proposed slope easement as documented by IRR-Seattle:

6           We met with Michelle Connor, EVPSE, a representative of the property owner,  
7 Forterra N.W. on September 16, 2016. The primary concern of Ms. Connor  
8 was that the proposed easement could eliminate a potential access point to the  
subject and negatively impact the property's developability.

9           26. Other than providing the Forterra Appraisal 43 days after the Document Due Date,  
10 and despite the evidence obtained from the City and Forterra's own documents showing that many  
11 additional documents were sent directly to Forterra, Forterra failed to provide Plaintiff with any  
12 documents relating to (1) the City's potential slope easement, (2) the City's potential acquisition of  
13 the Property, (2) Forterra's potential conveyance of the Property to the City, (3) the First Erosion  
14 Project, or (4) the Second Erosion Project.

15  
16           **3. ESA and EAI Reports**

17           27. In response to Plaintiff's May 27, 2018 request, only one page of an "Environmental  
18 Science Associates ("ESA") 2012 report was produced. That single-page document was provided  
19 under the file name "Kent Sidehill Site Wetlands\_ESA\_October2012". *Exhibit Q*. Plaintiff requested  
20 the entire report. On June 21, 2018 Forterra responded, "Full Environmental Site Assessment  
21 document in dropbox." In reply to Forterra's June 21, 2018 response, Plaintiff pointed out in its  
22 August 16, 2018 letter (*Exhibit H*), that the full report had not been provided and that in fact, what  
23 Forterra claimed was the ESA report, was likely an entirely different report produced by a different  
24 company, Environmental Associates, Inc. ("EAI"):  
25

26           ///

1 [Plaintiff’s] Response: The full ESA report has *not* been provided. The one-  
2 page referred to as “Kent Sidehill Site Wetlands\_ESA\_October2012” is a  
3 product of Environmental Science Associates (“ESA”):  
4 <http://www.esassoc.com/>. The “full document” Ms. Hughes refers to is likely  
5 “Kent Side Hill\_IRR ESA\_complete”, which is a product of Environmental  
6 Associates, Inc. (“EAI”):  
7 <http://www.environmentalassociatesinc.com/index.shtml>, and not ESA. ESA  
8 and EAI are different entities. The document “Kent Sidehill Site  
9 Wetlands\_ESA\_October2012” does not belong to the “full document” Ms.  
10 Hughes refers to as “Kent Side Hill\_IRR ESA\_complete”. In fact, as a  
11 standalone document—as more fully set forth below—“Kent Side Hill\_IRR  
12 ESA\_complete” is anything but complete.

13 In addition, both documents have different dates and consultant job numbers.  
14 Document “Kent Sidehill Site Wetlands\_ESA\_October2012” is dated March  
15 14, 2012 and has job number “120085” whereas document “Kent Side  
16 Hill\_IRR ESA\_complete” is dated December 10, 2008 and has job number “JN  
17 28279”. We request the full ESA report.

18 28. Plaintiff is entitled to the full ESA and EAI reports. Despite Defendant’s averments  
19 that they do not have more than the one page provided under “Kent Sidehill Site  
20 Wetlands\_ESA\_October2012” (*Exhibit I*), Defendants have produced another version of the one  
21 page (*Exhibit R*), which varies from the one page the produced earlier (*Exhibit Q*).

22 **C. Forterra’s Other Contractual Breaches**

23 29. In addition to failing to timely provide required documents by the Documents Due  
24 Date, Forterra has failed to uphold its contractual obligation as it relates to other parts of the  
25 Agreement. Form 22K of the Agreement, required Forterra to provide (within 5 days of execution of  
26 the Agreement), an identification of all utilities providing service to the Property and having lien  
rights. The purpose is to allow Plaintiff to investigate and evaluate utility services and any amounts  
due that may become the responsibility of Plaintiff. Forterra failed to provide this required  
information.

30. Forterra’s breach of its obligations under Form 22K prevented Plaintiff from being  
able to timely verify the existence and amounts of any local improvement district, capacity or impact

1 charges or other assessments that may be charged against the Property as provided for under Section  
2 G of the Agreement. Through encumbrances on title, Plaintiff at least partially discovered a lien for  
3 special connection charges by Soos Creek Water and Sewer District in the amount of \$104,810.00,  
4 recorded on November 19, 2015 under King County Recording No. 20151119000429 (*Exhibit S*),  
5 and a Memorandum of Developer Extension Reimbursement Agreement recorded under King County  
6 Recording No. 20151119000431 by the Soos Creek Water and Sewer District for the latecomer  
7 amount of \$112,907.51. *Exhibit T*.

8  
9 **D. Forterra's Form 17C Misrepresentations**

10 31. The Seller's Disclosure Statement, Form 17C, was executed by Michelle Connor of  
11 Forterra, on February 1, 2017 after a verification statement that read in part, "The forgoing answers  
12 and attached explanations are complete and correct to the best of Seller's knowledge and Seller has  
13 received a copy hereof." The Seller's Disclosure Statement, Form 17C, Disclosure 9E, asked Forterra,  
14 "Have any development related permit applications been submitted to any government agencies."  
15 Forterra checked the "no" box. *Exhibit U*. However, through public document requests, Plaintiff  
16 discovered that Forterra had in fact applied for permits as discussed in section III(B)(1) above  
17 (*Exhibits K-M*). Thus, Forterra both misrepresented that it had not applied for permits, and  
18 wrongfully withheld these documents that, as explained above, must be in its possession, and are  
19 certainly within its knowledge and ability to acquire.

20  
21 32. Since Forterra's responses to Disclosure 1E and 1K of Form 17C were "Yes" and  
22 those questions contained asterisks, lines 36, 37, 184, and 185 of Form 17C clearly require Forterra  
23 to explain its answers and provide documentation, as required therein. Forterra did neither.

24  
25 33. Forterra made additional misrepresentations in its response to Disclosure 1D of Form  
26 17C, which asks if there are any easement agreements for access to the Property. Forterra answered

1 “no,” but according to a preliminary commitment for title insurance issued by First American Title  
2 Insurance Company dated April 30, 2018 (*Exhibit V*), the Property is encumbered by at least the  
3 access easement identified on the preliminary commitment as Exception 12 and recorded under King  
4 County Recording No. 9709101264, which grants the City an easement for ingress and egress.

5 34. Forterra’s response to Disclosures 1I and 9C of Form 17C are further misleading.  
6 Disclosure 1I asks, “Are there any zoning variances, nonconforming uses or any unusual restrictions  
7 on the property that affect future construction or remodeling?” Forterra responded “no.” Disclosure  
8 9C asks, “Is the property classified or designated as forest land or open space?” Forterra responded  
9 “no.”  
10

11 35. However, through other sources, Plaintiff learned that the Property’s land use  
12 designation is “Urban Separator”. According to the City, “Urban Separator is a type of land use  
13 designation in Kent that’s part of the City’s comprehensive plan and the county’s planning policies.  
14 It is meant to preserve open space, connect wildlife corridors, and protect sensitive environmental  
15 areas, while allowing a small amount of housing. Zoning rules in urban separators allow one single-  
16 family home per acre.”<sup>1</sup> This is a land use designation intended for the preservation of open space,  
17 while allowing only a small amount of housing. It is also an unusual restriction that affects future  
18 construction, which Forterra was obligated to disclose.  
19

20 36. By providing misleading, false, and deceptive information on the Seller’s Disclosures  
21 on Form 17C, Defendants misled Plaintiff with respect to several material matters relating to the  
22 Property, causing Plaintiff to incur substantial costs and expenses.  
23

24  
25 ///  
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<sup>1</sup> City of Kent Urban Separators Project



1 complete its due diligence by the current deadline, and has sustained damages in an amount to be  
2 determined at trial, together with interest, and attorney's fees and costs as allowed by Section O of  
3 the Agreement.

4 **VI. THIRD CAUSE OF ACTION: MISREPRESENTATION**

5 45. Plaintiff realleges and incorporates by reference the allegations of each of the  
6 preceding paragraphs as though fully set forth herein.

7 46. In its disclosures on Form 17, Forterra made misrepresentations as detailed above.

8 47. Plaintiff reasonably relied on Forterra's misrepresentations to its detriment, causing  
9 Plaintiff to be unable to complete its due diligence by the current deadline.

10 48. As a result of Forterra's misrepresentations, Plaintiff has been damaged in an amount  
11 to be proven at trial together with interest, and attorney's fees and costs as allowed by Section O of  
12 the Agreement.

13 **VII. FOURTH CAUSE OF ACTION: INJUNCTIVE RELIEF**

14 49. Plaintiff realleges and incorporates by reference the allegations of each of the  
15 preceding paragraphs as though fully set forth herein.

16 50. Plaintiff has a clear right to receive all documents related to the Property. Plaintiff has  
17 a clear right to receive full and accurate information as required under the Agreement. Plaintiff has  
18 a clear right to conduct due diligence during a reasonable feasibility period.

19 51. Plaintiff has a well-grounded fear of an immediate invasion of its rights as Forterra  
20 has produced material documents well after the Document Due Date and then repeatedly stated it has  
21 no more despite the fact that some of those documents (obtained from other sources) specifically  
22 identify Forterra as a recipient. Forterra has also failed to conduct any investigation of its own to  
23  
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1 obtain and produce documents that it knows about and could obtain, even if they are not in Forterra's  
2 immediate possession.

3 52. Plaintiff will sustain actual and substantial injury as a result of Forterra's actions.

4 53. Forterra should be enjoined from interfering with Plaintiff's right to documents and  
5 information, and right to a reasonable time to conduct its due diligence based on that information.  
6 Forterra should therefore be ordered to produce the information and documentation and extend the  
7 feasibility period.  
8

9 54. Because real property is unique and because Plaintiff should not be required to  
10 purchase it absent disclosure of the required information and documents, Plaintiff has no plain,  
11 speedy, and adequate legal remedy that would be as efficient to attain the ends of justice as a judicial  
12 decree for an injunction requiring specific performance.

13 **VIII. PRAYER FOR RELIEF**

14 WHEREFORE, having set forth the Complaint and allegations above, Plaintiff respectfully  
15 prays for judgment as follows:  
16

17 A. For an injunction via order and decree of specific performance by the Court, ordering  
18 Forterra to: (1) produce all documents and information required under the Agreement immediately,  
19 and (2) extending the feasibility period by at least 90-days to allow Plaintiff the opportunity to  
20 conduct its due diligence;

21 B. For a judgment against Forterra, awarding Plaintiff its damages resulting from  
22 Forterra's material breach of the Agreement and misrepresentations, in an amount to be determined  
23 at trial;

24 C. For an award of the Plaintiff's costs and attorney's fees and costs incurred in this  
25 action, pursuant to Section O of the Agreement;  
26

1 D. For an award of prejudgment interest; and

2 E. For any other and further relief as the Court deems just and equitable.

3 DATED this 21st day of November, 2018.

4 **FOX ROTHSCHILD LLP**

5  
6  
7 By: s/ Wendy E. Lyon

8 Wendy E. Lyon, WSBA No. 34461

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