

<b>DISTRICT COURT, BOULDER COUNTY, COLORADO</b> 1777 Sixth Street Boulder, CO 80302	DATE FILED: May 12, 2023 12:43 PM FILING ID: B13E794784933 CASE NUMBER: 2023CV30342
<b>Plaintiff:</b> LOT 2 SBO LLC  <b>v.</b>  <b>Defendant:</b> TWITTER, INC.	<b>▲ COURT USE ONLY ▲</b>
Attorneys for Plaintiff: Name: Timothy W. Gordon, #30544 Ryan K Lundquist, #56449 Address: HOLLAND & HART LLP 555 Seventeenth Street, Suite 3200 Denver, Colorado 80201-8749 Phone Number: (303) 295-8000 E-mail: tgordon@hollandhart.com rklundquist@hollandhart.com	Case Number:  Div.:                                  Ctrm.:
<b>VERIFIED COMPLAINT IN UNLAWFUL DETAINER</b>	

Plaintiff Lot 2 SBO LLC, by and through its attorneys Holland & Hart LLP, for its complaint against the defendant, states and alleges as follows:

**PARTIES**

1. Lot 2 SBO LLC (“Plaintiff”), is a Delaware limited liability company authorized to do business in Colorado.
2. Defendant Twitter, Inc. (“Tenant”), is a Delaware corporation authorized to do business in Colorado.

**JURISDICTION AND VENUE**

3. This action concerns a dispute arising out of a lease between the parties for real property located in Boulder County, Colorado.
4. This Court has original jurisdiction over the subject matter of this dispute pursuant to Colorado Constitution Article VI, Section 9.
5. The parties to this action are subject to personal jurisdiction in this Court pursuant to C.R.S. § 13-1-124.

6. Venue is proper in this Court pursuant to C.R.C.P. 98 because this case concerns possession of real property located in Boulder County, Colorado.

### **GENERAL ALLEGATIONS**

7. Plaintiff is the owner and landlord of certain real property located at 3401 Bluff Street, Boulder, Colorado 80301 (the “Building”), in Boulder County, Colorado.

8. On or about February 14, 2020, Plaintiff as “Landlord” and Tenant as “Tenant” entered into an Office Lease for Suites 100, 200, 300, and 400 of the Building (the “Premises”). A true and correct copy of the Office Lease is being filed herewith as Exhibit 1 and its terms are incorporated herein by reference.

9. Plaintiff and Tenant later executed a First Amendment to Office Lease dated October 6, 2021, a true and correct copy of which is being filed herewith as Exhibit 2.

10. The Office Lease as amended by the First Amendment to Office Lease is hereinafter referred to herein as the “Lease”. Unless otherwise stated, all citations herein to the Lease are to the Office Lease dated February 14, 2020.

11. Pursuant to Article 2 of the Lease, commencing on the Commencement Date Tenant is obligated to pay Rent to Plaintiff each month on the first day of each month without demand, set-off or counterclaim.

12. Tenant failed to pay Rent when due under the Lease.

13. In compliance with the Lease, Plaintiff properly served Tenant with a default notice due to Tenant’s failure to pay Rent, which Tenant failed to cure.

14. Pursuant to Article 26 of the Lease, Tenant deposited with Plaintiff a letter of credit in the amount of \$968,000.00 (the “Letter of Credit”), which serves as security for Tenant’s performance under the Lease.

15. In the event of a default by Tenant, Plaintiff is allowed to draw down the Letter of Credit.

16. If Plaintiff draws down the LOC, then “Tenant shall within ten (10) Business Days following Landlord’s demand restore the Letter of Credit to its original amount.”

17. In accordance with Article 26 of the Lease, Plaintiff drew on the Letter of Credit for the outstanding Rent through the end of March, 2023.

18. On April 4, 2023, Plaintiff served Tenant with a demand to restore the Letter of Credit to its original amount. A copy of the demand is being filed herewith as Exhibit 3.

19. More than ten (10) Business Days have passed since Plaintiff demanded that Tenant restore the Letter of Credit to its original amount.

20. Tenant has failed to restore the Letter of Credit to its original amount.

21. On April 28, 2023, Tenant was served with a Demand for Compliance or possession, a copy of which is being filed herewith as Exhibit 4, demanding that Twitter, within three days of service, either deliver possession of the Premises to Plaintiff or fully restore the Letter of Credit to its original amount.

22. An declaration of service concerning the posting of the Demand for Payment or Compliance or Possession on the door of the Premises on April 28, 2023 is being filed herewith as Exhibit 5.

23. In response to the Demand for Compliance or Possession, Twitter neither restored the Letter of Credit to its original amount nor delivered possession of the Premises to Plaintiff.

**FIRST CLAIM FOR RELIEF**  
**(UNLAWFUL DETAINER)**

24. Plaintiff incorporates the allegations contained in the above paragraphs herein by reference.

25. Plaintiff and Tenant are parties to the Lease.

26. Tenant breached the Lease by failing to restore the Letter of Credit to its original amount within ten (10) Business Days following demand.

27. Tenant was properly served with a Demand for Compliance or possession, pursuant to Section 13-40-104, C.R.S.

28. Tenant has failed or refused to comply with the Demand for Compliance or Possession and has not surrendered possession of the Premises to Plaintiff.

29. Tenant holds possession of the Premises unlawfully, without permission of Plaintiff, and contrary to the terms of the Lease.

30. Plaintiff has performed all of its obligations under the Lease, and there remains no conditions precedent to enforcement of its rights thereunder.

31. Pursuant to C.R.S. § 13-40-104, et. seq., Plaintiff is entitled to immediate possession of the Premises.

32. Pursuant to Article 22 Section B. 1. b) of the Lease and C.R.S. § 13-40-115(2), Plaintiff is entitled to an award of damages against Tenant for any past-due rent owing.

33. Pursuant to Article 15 of the Lease and C.R.S. §§ 13-40-115(2) & 13-40-123, Plaintiff is entitled to an award for its reasonable attorneys' fees and costs from Tenant.

34. At this time, Plaintiff is not electing to terminate the Lease, but only terminate Tenant's right to possession in the Premises. As such, pursuant to Article 22 Section B. 2. of the Lease, Plaintiff may bring suit or successive suits for the recovery of damages from time to time as damages accrue, and pursuant to Article 22 Section B. 3. of the Lease, Plaintiff may elect later to terminate the Lease.

**SECOND CLAIM FOR RELIEF**  
**(BREACH OF LEASE)**

35. Plaintiff incorporates the allegations contained in the above paragraphs herein by reference.

36. Plaintiff and Tenant are parties to the Lease.

37. Tenant breached the Lease by failing to pay Rent due under the Lease.

38. Tenant also breached the Lease by failing to restore the Letter of Credit to its original amount within ten (10) Business Days of following demand.

39. As a result of Tenant's defaults under and breaches of the Lease, Plaintiff has incurred and continues to incur damages and attorneys' fees and costs with regard to this action.

40. Pursuant to Article 22 Section B. 1. b) of the Lease and C.R.S. § 13-40-115(2), Plaintiff is entitled to an award of damages against Tenant for any past-due rent owing.

41. Pursuant to Article 15 of the Lease and C.R.S. §§ 13-40-115(2) & 13-40-123, Plaintiff is entitled to an award for its reasonable attorneys' fees and costs from Tenant.

42. Plaintiff has performed all of its obligations under the Lease and there remains no condition precedent to enforcement of its rights thereunder.

43. At this time, Plaintiff is not electing to terminate the Lease, but only terminate Tenant's right to possession in the Premises. As such, pursuant to Article 22 Section B. 2. of the Lease, Plaintiff may bring suit or successive suits for the recovery of damages from time to time as damages accrue, and pursuant to Article 22 Section B. 3. of the Lease, Plaintiff may elect later to terminate the Lease.

WHEREFORE, Plaintiff respectfully requests the following relief:

- A. An order that Plaintiff is entitled to immediate possession of the Premises, that Tenant holds possession of the Premises unlawfully, and that the Boulder County Sheriff shall restore possession of the Premises to Plaintiff;
- B. Judgment against Tenant and for Plaintiff for all damages to which Plaintiff is entitled for past-due rent as of the date of the Judgment;
- C. An award of costs, including but not limited to reasonable attorneys' fees and costs against Tenant;
- D. Pre-judgment interest and post-judgment interest; and
- E. Such other and further relief as the Court deems just and proper.

*s/ Timothy Gordon*

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Timothy W. Gordon, #30544

HOLLAND & HART LLP

**ATTORNEYS FOR PLAINTIFF**

Addresses of Plaintiff:

Lot2 SBOLLC  
c/o The John Buck Company  
151 North Franklin, Suite 300  
Chicago, IL 60606

**VERIFICATION**

The facts set forth in the foregoing **VERIFIED COMPLAINT IN UNLAWFUL  
DETAINER** are true and correct to the best of my knowledge, information and belief.

Jane Laza

STATE OF ILLINOIS )  
COUNTY OF COOK )

ss.

The foregoing instrument was subscribed and sworn to before me this 11<sup>th</sup> day  
of MAY, 2023, by JEANNE LAZAR.

Witness my hand and official seal.

My commission expires: June 23, 2026.

Lisa Sizemore  
Notary Public

