**IN THE CIRCUIT COURT OF ADAMS COUNTY**
**8TH JUDICIAL CIRCUIT**
**STATE OF ILLINOIS**

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| THE BOARD OF EDUCATION OF QUINCY SCHOOL DISTRICT #172,<br><br>Plaintiff,<br><br>v.<br><br>KLINGNER & ASSOCIATES, P.C,<br>Serve at:<br>c/o Registered Agent<br>Michael D. Klingner<br>616 N. 24th St.<br>Quincy, IL 62301-3248<br><br>and<br><br>MAAS CONSTRUCTION, INC.<br>Serve at:<br>c/o Registered Agent:<br>Mays, Walden & Anastas, P.C.<br>636 Hampshire St., Suite 101<br>Quincy, IL 62301<br><br>Defendants. | ) | Case No. _____<br><br>**JURY TRIAL DEMANDED** |

## COMPLAINT

Plaintiff, The Board of Education of Quincy School District #172 ("Plaintiff"), by and through undersigned counsel, for its Complaint against Defendants Klingner & Associates, P.C. and Maas Construction, Inc., states as follows:

## NATURE OF THE CASE

1. This case concerns defective heating, ventilation, and air conditioning ("HVAC") mechanical systems at the Lincoln-Douglas Elementary School, 3211 Payson Rd., Quincy, IL. Quincy, IL taxpayers approved an $89 million referendum to build and construct five new elementary schools, including the Lincoln-Douglas Elementary School and its HVAC systems.

Defendant Klingner & Associates, P.C. ("Klingner") served as the architect and engineer of record for the Lincoln-Douglas project, while Defendant Maas Construction, Inc. ("Maas") served as the general contractor (collectively, "Defendants"). Lincoln-Douglas Elementary School opened in August of 2017.

2. In January 2024, when Quincy, IL experienced below freezing temperatures, the HVAC mechanical systems at all five of the new elementary schools failed—causing temperatures in the classrooms to drop to the low 50's and placing the safety of the students and staff at risk. In fact, in 2024, the elementary schools experienced approximately twenty-one (21) HVAC compressor failures—including at least nine at Lincoln-Douglas—causing frigidly cold temperatures in classrooms during the winter months, and exhaustively hot temperatures in the warmer months, placing the safety of the students and staff at risk. At the Lincoln-Douglas Elementary School, sudden Freon leaks from the HVAC mechanical systems soaked ceiling tiles and placed the students and staff in harm's way, with compressors failing one after another, some mere weeks after being replaced.

3. In December 2024, Plaintiff notified Defendants of these issues with the HVAC mechanical systems, advising that it believed they bear responsibility for the deficiencies, and inviting Defendants to step up, investigate, and immediately remedy these issues without cost to Plaintiff. Unfortunately, that did not happen, necessitating this lawsuit.

4. That same month, Plaintiff engaged consultants to investigate the cause of the 2024 failures of the HVAC mechanical system at Lincoln-Douglas and discovered that the HVAC system suffered from latent design and engineering defects, as well as latent construction and installation defects.

5. As the architect and engineer of the Lincoln-Douglas Elementary School, Defendant Klingner & Associates, P.C. bears responsibility for the design and engineering of the HVAC mechanical systems at Lincoln-Douglas.

6. As the general contractor of the Lincoln-Douglas Elementary School, Defendant Maas Construction, Inc. bears responsibility for the construction and installation of the HVAC mechanical systems at Lincoln-Douglas.

7. This lawsuit seeks to hold responsible those who received millions in taxpayer funds to deliver what taxpayers paid them to provide at the Lincon-Douglas Elementary School: HVAC mechanical systems free from material defects. Plaintiff seeks to recover damages necessary to correct and/or replace the defective HVAC systems at Lincoln-Douglas to provide Quincy's elementary school children, teachers, and staff, adequate heating and cooling in school classrooms necessary to deliver a safe and comfortable learning environment without interference from failing HVAC systems.

## PARTIES

8. Plaintiff is both a corporate body that possesses all the usual powers of a corporation for public purposes, and a school district in the geographic area of Adams County, IL, comprising the City of Quincy, IL, which owns Lincoln-Douglas Elementary School.

9. Defendant Klingner & Associates, P.C. ("Defendant Klingner"), at all times relevant to this action, was an Illinois professional corporation with its principal place of business at 616 N. 24th St., Quincy, IL 62301-3248.

10. Defendant Maas Construction, Inc. ("Defendant Maas"), at all times relevant to this action, was an Illinois corporation with its principal place of business at 3615 St. Anthony Road, Quincy, IL 62305.

## JURISDICTION AND VENUE

11. The Court has personal jurisdiction because Defendant Klingner and Defendant Maas are Illinois corporations with their principal places of business in Illinois, and the transactions and conduct giving rise to the causes of action in this Complaint occurred in Adams County, Illinois.

12. This Court has subject matter jurisdiction pursuant to Ill. Const. art. VI, § 9.

13. Venue is proper pursuant to 735 ILCS 5/2-101 because the transactions and conduct giving rise to the causes of action in this Complaint occurred in Adams County, Illinois.

## FACTUAL ALLEGATIONS

14. In November 2014, the voters of Quincy, IL overwhelmingly approved an $89 million bond issue to build and construct five new elementary schools. One of the five elementary schools is Lincoln-Douglas Elementary School, 3211 Payson Rd., Quincy, IL ("Lincoln-Douglas"). The engineering, design, and construction of Lincoln-Douglas will be referred to as the "Lincoln-Douglas Project."

15. Defendant Klingner served as the architect and engineer for the Lincoln-Douglas Project, and Defendant Maas served as the general contractor for the Lincoln-Douglas Project.

16. Defendant Klingner and Defendant Maas designed, engineered, installed, and constructed the HVAC mechanical systems at Lincoln-Douglas. The construction of Lincoln-Douglas was completed by August 2017, and Lincoln-Douglas opened in August 2017.

17. The HVAC mechanical system at Lincoln-Douglas consists of seven (7) Variable Refrigerant Volume ("VRV") systems, a type of HVAC technology that uses a single outdoor condensing unit connected to multiple indoor units, with the ability to vary the amount of refrigerant sent to each indoor unit based on the specific cooling or heating load in each zone.

Multiple VRV systems were installed at Lincon-Douglas to economically provide precise temperature control in individual zones, including each classroom.

18. Each VRV system uses an outdoor unit (containing one or multiple compressors), known as a Heat Recovery Unit ("HRU"), that is connected to multiple indoor units, each known as a Fan Coil Unit ("FCU"), via refrigerant piping and communication wiring.

19. The HVAC mechanical system at Lincoln-Douglas also includes two (2) outdoor Neutral Air Units ("NAUs"), which are connected to the HRUs, and are intended to efficiently condition outside air before it is delivered indoors. The NAUs heat and cool the outside air used to ventilate the building and ensure good indoor air quality.

20. After Lincoln-Douglas opened in August of 2017, Plaintiff did not initially experience significant issues with the HVAC mechanical system. In January of 2024, however, during freezing temperatures, compressors and communications boards failed, shutting down the HVAC mechanical systems and causing temperatures inside Lincoln-Douglas classrooms to drop into the low 50's.

21. The failure of the HVAC mechanical system creates a risk to the health and safety of the students and staff of Lincoln-Douglas, in addition to hindering learning due to uncomfortable temperatures and distractions caused by temporary efforts, including use of multiple electrical space heaters in classrooms used to mitigate cold classroom temperatures.

22. Since January 2024, the failure of multiple compressors at Lincoln-Douglas has repeatedly shut down multiple HVAC systems. Additionally, a large number of sudden refrigerant leaks occurred after aluminum piping serving the HVAC mechanical system at Lincoln-Douglas cracked, causing Freon to suddenly start leaking. It was not possible to predict if, when, and where

these sudden pipe failures would occur, as there was no apparent pattern or other indicator that a leak was going to occur.

23. These sudden refrigerant leaks damaged and destroyed personal property inside of Lincoln-Douglas, including ceiling tiles.

24. Additionally, leaking Freon refrigerant poses a human health and safety risk both because Freon is heavier than air, and can displace oxygen in enclosed spaces leading to asphyxiation, and because inhalation can cause increased risk of fatal cardiac arrhythmias and central nervous system depression, either of which could lead to injury or death. Thus, the sudden Freon leaks at Lincoln-Douglas placed the health and safety of the students and staff at risk.

25. In January 2024, Plaintiff notified Defendant Klingner of the significant issues with the HVAC mechanical systems, but Defendant Klingner did not investigate, identify the cause of the significant issues, or propose a solution. To date, neither Defendant Klingner nor Defendant Maas have provided a viable solution to address the deficiencies in the HVAC mechanical systems, nor have Defendants investigated the issues.

26. Plaintiff instead turned to Daikin-TMI, LLC ("TMI"), the company that manufactured the HVAC mechanical systems at Lincoln Douglas, to evaluate and repair those HVAC systems.

27. TMI made repeated visits to Lincoln-Douglas in 2024 to repair Freon leaks, replace compressors, and initiate costly repairs. While a typical residential HVAC system uses an approximate total of 2-4 pounds of Freon refrigerant, in 2024, TMI added *hundreds* of pounds of Freon to the HVAC mechanical systems at Lincoln-Douglas just to try to keep the system hobbling along for a short time before the next leak occurred or the next compressor failed.

28. In late 2024, one of the Heat Recovery Units ("HRUs") suddenly developed a major crack in the aluminum piping line associated with the HRU and began leaking, causing the whole system to fail and leading to Plaintiff hiring TMI to perform emergency repairs to try to keep the school open.

29. As TMI made those emergency repairs in 2024, Plaintiff learned that certain pipe sizes installed do not match the sizes called for by the plans and specifications prepared by Defendant Klingner and/or Defendant Maas.

30. In late 2024, TMI recommended that Plaintiff replace all aluminum piping feeding the HVAC mechanical systems at Lincoln-Douglas with copper piping, which was viewed as necessary to attempt to get through the coldest winter months and prevent a shutdown of Lincoln-Douglas while classes were in session.

31. In December of 2024, Plaintiff approved a $164,186.00 proposal from TMI to replace the aluminum piping feeding the HVAC mechanical system with copper piping.

32. While the Lincoln-Douglas school students and staff were on winter break in December of 2024 and January of 2025, TMI replaced the aluminum piping feeding the HVAC mechanical system with aluminum piping (the "Emergency Pipe Project").

33. Because the aluminum piping was installed in conjunction with building construction, TMI's replacement work necessarily included rip and tear work—*i.e.*, TMI had to remove and replace non-defective work to access and/or repair the defective work.

34. On December 18, 2024, before TMI started the Emergency Pipe Project, Plaintiff notified Defendant Klingner and Defendant Maas of the Emergency Pipe Project, inviting Defendant Klingner and Defendant Maas to step up, investigate and immediately remedy the

significant issues with the HVAC mechanical system, advising that otherwise, Plaintiff would have no alternative but to go forward with the Emergency Pipe Project.

35. Defendant Klingner and Defendant Maas chose not to step up and investigate or remediate the significant issues with the HVAC mechanical system.

36. On December 18, 2024, Plaintiff also notified Defendants Klingner and Maas that Plaintiff would engage an engineering consultant to further investigate the cause of the issues with the HVAC mechanical systems to protect the interests of Plaintiff, its students, staff, and the taxpayers who ultimately have had to bear the significant costs associated with the deficiencies and failures in the HVAC mechanical systems.

37. By late 2024, Plaintiff knew that its HVAC mechanical systems were defective and knew that the HVAC mechanical systems were defective because of faulty design, engineering, construction, and installation. By late 2024, TMI recommended replacing all aluminum piping in the HVAC mechanical system, advising that there existed numerous installation defects that may have contributed to the premature piping and system failures. In late 2024, an independent consulting engineer that Plaintiff engaged identified sizing issues with the HVAC mechanical systems. Defendants' decision to not step up and investigate or remediate the significant issues with the HVAC mechanical system when notified on December 18, 2024, further reinforced Plaintiff's belief that the HVAC mechanical systems at Lincoln-Douglas were wrongly designed, engineered, constructed, and installed.

38. Since late 2024, Plaintiff's further investigation determined specific defects with the design, engineering, construction, and installation work performed and/or overseen by Defendants.

39. On February 27, 2025, during Plaintiff's investigation and after TMI concluded the Emergency Pipe Project, TMI shared its findings and conclusions with Plaintiff, which concluded, but are not limited to, the following errors or omissions:

a. "All systems were noted to have incorrect charge calculations due to piping issues throughout."

b. "All systems were noted to have major piping violations relative to correct installation procedures as noted in the Factory Installation manual."

c. "All systems were noted to have insufficient piping support due to a lack of hangers throughout. This put significant stress on the piping connections and created many oil traps throughout the system."

d. "All systems were noted to have insufficient insulation due to faulty workmanship during installation. This contributed significantly to premature pipe erosion and failure."

e. "Systems 'A', 'B' and 'F' were found to have Outdoor Units installed backwards. The smaller units on dual module systems were piped together incorrectly with the Size 96 Unit mounted ahead of the size 144 in the tandem. This is incorrect per Factory installation rules."

40. At no time did Defendant Maas disclose these installation errors to Plaintiff during the construction phase or during the years that followed, even after Defendant Maas became aware of the specific problems that plagued these systems.

41. Defendant Maas knew Plaintiff did not possess the technical knowledge of the these defects that were causing the compressor failures and other problems with the HVAC systems, but instead concealed this information from Plaintiff because it contradicted Defendant Maas' prior representations that the HRUs and the NAUs were installed and would function correctly, and that Defendant Maas had the skill and expertise required to properly install such systems.

42. Since the completion of the Emergency Pipe Project, Plaintiff has had to run the HVAC mechanical systems at full capacity and on heat mode only to get through the winter, which increased Plaintiff's utility costs at Lincoln-Douglas, even though the HVAC mechanical systems

as designed should not have to run at full capacity and on heat mode only to deliver the desired results during winter weather typical of the Quincy, IL area.

43. Continually running the HVAC mechanical system at full capacity decreases the life expectancy of the HVAC mechanical systems, leads to premature compressor failures, higher electrical and heating costs, and other problems that reduce performance, efficiency, and life expectancy of the HVAC systems.

44. While TMI was investigating the installation of the HVAC mechanical system during the Emergency Pipe Project, Plaintiff retained an engineering consultant to investigate the design and engineering of the HVAC mechanical system and the specific reasons why the HVAC mechanical system repeatedly failed.

45. Plaintiff's investigation into the cause of the HVAC mechanical system failure is ongoing, but in January 2025, Plaintiff's consulting engineers shared initial results of their investigation with Plaintiff, which included significant preliminary findings, which include, but are not limited to, the following:

a. The HRU heating capacity does not equal the sum of the FCU capacity for a given zone, which means the FCUs cannot reach their capacity. The design work for the HRUs improperly assumed that the HRU heating capacity did not have to equal the sum of the FCU capacity.

b. The HRUs, as designed, also have too much cooling capacity. When cooling capacity is oversized, and the HRU is providing cooling, it will overcool and then shut down, leading to short-cycling and premature compressor failures.

c. The NAUs, as designed, fail to provide the needed amount of outside air for ventilation.

46. Defendant Klingner failed to disclose these design defects to Plaintiff during construction or in the years that followed even after becoming aware of the specific problems that plagued these systems.

47. Defendant Klingner knew Plaintiff did not possess the technical knowledge to discover these design defects that were causing the compressor failures and other problems with the HVAC systems, but instead concealed this information from Plaintiff because it contradicted Defendant Klingner's prior representations that the HRUs and the NAUs were designed at the correct capacity, and that Defendant Klingner had the skill and expertise required to properly design such systems in an elementary school.

48. Defendants Klingner and Maas had superior knowledge of these defects, knew the school district did not have the knowledge necessary to discover the defects and that they were wrongfully caused, and chose not to disclose them to Plaintiff in hopes that they would go undiscovered.

**Plaintiff's Contract with Defendant Klingner**

49. On January 21, 2015, Defendant Klingner entered into an agreement with Plaintiff (the "Klingner Contract"), using the American Institute of Architecture ("AIA") B101 Form, to "provide a complete design" for the new Lincoln-Douglas Elementary School as the architect and engineer of record. Klingner Lincoln-Douglas Contract, at § 3.1 is attached hereto as **Exhibit A**.

50. Under the Klingner Contract, as part of its obligation to "provide a complete design" for the new Lincoln-Douglas elementary school, Defendant Klingner both agreed to and represented that it would provide the "usual and customary architectural, structural, mechanical, plumbing, fire protective and electrical engineering services." Ex. A, § 3.1.

51. Defendant Klingner agreed to and represented that it would "perform its services consistent with the professional skill and care ordinarily provided by architects performing similar services for projects of like size and kind." Ex. A, § 2.2.

52. Defendant Klingner agreed to and represented that it would "put forth reasonable effort to comply with all applicable laws, statutes, codes, ordinances orders, rules and regulations

of the governmental authority or authorities having jurisdiction over the" Lincoln-Douglas Project. Ex. A, § 2.2.

53. Defendant Klingner was required to conduct the bidding process for a general contractor and the subcontractors. Ex. A, § 3.5.2.2.

54. Defendant Klingner agreed to "provide administration" of the contract between Plaintiff and the general contractor. Ex. A, § 3.6.1.1.

55. Defendant Klingner agreed to and represented that it would oversee the construction work of the general contract and subcontractors and "exercise due care and diligence to guard [Plaintiff] against defects and deficiencies" in the work of the general contractor and the subcontractors. Ex. A, § 3.6.2.1.

56. Defendant Klingner had authority to inspect the construction work and was required to reject nonconforming construction work. Ex. A, § 3.6.2.2.

57. Defendant Klingner agreed to and represented that, if the general contractor was required "to provide professional design services or certifications by a design professional related to systems, materials or equipment," then Defendant Klingner would "specify the appropriate performance and design criteria that such services must satisfy." Ex. A, § 3.6.4.3.

58. Defendant Klingner agreed to and represented that it would provide "measured drawings of existing buildings and structures necessary to design proposed facilities" and "Civil Engineering design services" including "onsite utilities." Ex. A, Schedule I, §§ 3.1.2, 3.1.3.

59. Defendant Klingner agreed to and represented that it would indemnify and hold Plaintiff harmless "from all losses, claims, liabilities, injuries, damages, and expenses, including reasonable attorneys' fees and court costs" that Plaintiff may incur, to the extent caused by Defendant Klingner's negligence or breach of the Klingner Contract. Ex. A, § 10.9.

60. On its website, Defendant Klingner promotes the services that it provided on the Lincoln-Douglas Project. It provided "Architectural Design," "Interior Design," and "Mechanical / Electrical / Plumbing." *See* https://www.klingner.com/project/lincoln-douglas-elementary-school/.

61. Defendant Klingner represents that it provided "energy-efficient HVAC systems" for the Lincoln-Douglas Project. *See* https://www.klingner.com/project/lincoln-douglas-elementary-school/.

**Plaintiff's Contract with Defendant Maas**

62. On December 1, 2015, Defendant Maas entered into an agreement with Plaintiff, using the AIA A101 Standard Form of Agreement between Owner and Contractor, for the construction of the new Lincoln-Douglas Elementary School (the "Maas A101") wherein it assumed the responsibilities of general contractor for construction. The Maas A101 is attached hereto as **Exhibit B**.

63. The Maas A101 states that the "Contract Documents" include the Maas A101, the "AIA Document A201-2007, General Conditions of the Contract for Construction, as amended and included in the Project Manual dated October 1, 2015," "Supplementary Conditions" dated October 1, 2015, and "Supplementary Instructions to Bidders" dated October 1, 2015. Ex. B, §§ 9.1, 9.1.1, 9.1.2, 9.1.3.

64. The "AIA Document A201-2007, General Conditions of the Contract for Construction, as amended and included in the Project Manual dated October 1, 2015" (the "Maas A201") is attached hereto as **Exhibit C**.

65. The Supplementary Conditions dated October 1, 2015 (the "Maas Supplementary Conditions") is attached hereto as **Exhibit D**.

66. The Supplementary Instructions to Bidders (the "Maas Supplementary Instructions") is attached hereto as **Exhibit E**.

67. The Maas A101, the Maas A201, the Maas Supplementary Conditions, and the Maas Supplementary Instructions are collectively referred to herein as the "Maas Contract."

68. The Maas Contract was originally executed by "Maas Construction, a partnership" on December 1, 2015, and then on February 22, 2017, the Maas Contract was assigned to Defendant Maas. The Assignment of the Maas Contract to Defendant Maas is attached hereto as **Exhibit F**.

69. The Maas Contract defines "Project" as the "total construction" of a "New Elementary School at Monroe Site." Ex. C, Maas A201, p. 1 & § 1.1.4. Lincoln-Douglas was referred to as the Monroe Site at the time of construction.

70. The construction of Lincoln-Douglas included the HVAC mechanical systems.

71. Under the Maas Contract, "Work" is defined to include construction, services, labor, materials, and equipment. Ex. C, Maas A201, § 1.1.3.

72. Under the Maas Contract, Defendant Maas agreed to and represented that it would "supervise and direct the Work," using its "best skill and attention," and that it would be "solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work." Ex. C, Maas A201, § 3.3.1.

73. Under the Maas Contract, Defendant Maas agreed to and represented that it would be "responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and any other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors." Ex. C, Maas A201, § 3.3.2.

74. Under the Maas Contract, Defendant Maas agreed to and represented that it would inspect all portions of the work performed to ensure that the work is in "proper condition." Ex. C, Maas A201, § 3.3.3.

75. Under the Maas Contract, Defendant Maas agreed to and represented that it would not employ unskilled persons to perform the work. Ex. C, Maas A201, § 3.4.3.

76. Under the Maas Contract, Defendant Maas "warrant[ed]" to Owner that the "materials and equipment furnished … will be of good quality" and that the work performed "will be free from defects." Ex. C, Maas A201, § 3.5.

77. Under the Maas Contract, Defendant Maas agreed to and represented that "All work shall be performed in a workmanlike manner." Ex. E, Maas Supplementary Instructions, ¶ 15(d).

78. Under the Maas Contract, Defendant Maas agreed to "indemnify and hold harmless" Plaintiff "from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work," if caused by Defendant Maas' breach of the Maas Contract, or the negligent acts or omissions of Defendant Maas, its subcontractors, or "anyone directly or indirectly employed by them or anyone for whose acts they may be liable." Ex. C, Maas A201, § 3.18.1.

79. Under the Maas Contract, Defendant Maas agreed to and represented that it would "promptly remedy damage [Defendant Maas or its subcontractors] wrongfully causes to completed or partially completed construction." Ex. C, Maas A201, § 6.2.4.

80. Under the Maas Contract, Defendant Maas agreed to and represented that it would be responsible for all warranty work performed by the subcontractors. Ex. C, Maas A201, § 9.8.1.

81. The Maas Contract states: "In the event of any litigation or arbitration between the parties hereunder, the Contractor shall pay the Owner's reasonable attorney's fees and court costs

to the extent the court or tribunal determines the Owner is the prevailing party." Ex. C, Maas A201, § 15.4.2.

**COUNT I – BREACH OF CONTRACT**
**(Defendant Klingner)**

82. Plaintiff incorporates the allegations contained in Paragraphs 1 through 61 of this Complaint as if fully set forth within this Count I.

83. Plaintiff entered into the Klingner Contract with Defendant Klingner, under which Defendant Klingner agreed to provide architectural and engineering designs for the HVAC mechanical system at Lincoln-Douglas, to conduct the bidding process for a general contractor and subcontractors, and to conduct contract administration for the construction and installation of the HVAC mechanical systems, all for a fixed sum of $1,805,014.00.

84. Plaintiff agreed to pay, and did pay, Defendant Klingner the reasonable value of such services, as required by the contract documents.

85. Defendant Klingner failed to perform several of its essential design and engineering duties expressly set out or implied in the Klingner Contract, including its failure to properly design and engineer the HVAC mechanical systems free from defects, and its failure to properly administer and oversee the construction and installation of the HVAC mechanical systems free from defect.

86. Defendant Klingner failed to perform several of its essential construction-related duties expressly set out or implied in the Klingner Contract, including but not limited to failure to properly administer the contract between Plaintiff and Defendant Maas and its failure to conduct appropriate inspections to ensure the HVAC mechanical systems were free from defects and deficiencies.

87. Plaintiff performed all its obligations under the Klingner Contract and Defendant Klingner has been paid in full.

88. Despite demand by Plaintiff, Defendant Klingner has failed and refused to perform its obligations under the Klingner Contract.

89. The Klingner Contract entitles Plaintiff to its reasonable attorneys' fees incurred for Defendant Klingner's breach and failure to fully perform its obligations under the Klingner Contract.

90. As a direct and proximate result of Defendant Klingner's contractual breaches, Plaintiff has sustained and will continue to sustain damages in excess of $50,000, including but not limited to:

a. Costs to repair defective work;

b. Costs to complete unperformed and/or negligently performed work;

c. Costs associated with rip and tear work and damage to adjacent or "other property" and "other work" necessary to allow for repair and replacement of the defective HVAC mechanical systems;

d. Costs to repair and/or replace the defective HVAC mechanical systems;

e. Diminution of the fair market value of Lincoln-Douglas;

f. Costs to repair or replace personal property and other components of the building damaged by the HVAC systems' failures;

g. Costs to perform remedial and clean-up work and costs to inspect and obtain estimates and permits for repairing the defective HVAC mechanical systems;

h. Costs associated with years of excessive utility expenses caused by the improperly designed and improperly installed HVAC mechanical systems;

i. Increased utility costs associated the underperforming HVAC mechanical systems;

j. Costs associated with remedial efforts, including supplemental heat and cooling provided to mitigate the negative effects of the underperforming systems;

k. Costs to repair, replace and/or permanently supplement defectively designed HVAC mechanical systems, including any of their components, and any increased future operating costs associated with any alternative permanent systems installed to mitigate replacement damages; and

l. Costs associated with reduced expected service life of the HVAC mechanical systems resulting from defectively designed HVAC mechanical components or systems

WHEREFORE, Plaintiff prays for an award in its favor and against Defendant Klingner to recover the above-listed damages in an amount in excess of $50,000 to be determined at trial, its reasonable attorneys' fees and expenses incurred, its court costs, its expert fees and expenses, pre-judgement and post-judgment interest, and any further relief the Court deems just and equitable.

**COUNT II – NEGLIGENT MISREPRESENTATION**
**(Defendant Klingner)**

91. Plaintiff incorporates the allegations contained in Paragraphs 1 through 90 of this Complaint as if fully set forth within this Count II.

92. Plaintiff is not an architect or engineer.

93. Defendant Klingner is in the business of supplying architectural and engineering information because it is a professional architectural and engineering company.

94. As a professional architectural and engineering company, Defendant Klingner had a duty to communicate accurate information to Plaintiff.

95. For purposes of inducing Plaintiff to award Defendant Klingner the Lincoln-Douglas Project and enter into the Klingner Contract to perform services and to commence work on Lincoln-Douglas, and to guide Plaintiff in its selection of an architect and engineer, Defendant Klingner represented that it had the experience and capabilities necessary to provide the architectural and engineering services necessary to successfully design the Lincoln-Douglas Project, and encouraged Plaintiff to execute the Klingner Contract.

96. By executing and delivering the Klingner Contract, Defendant Klingner represented that it would create appropriate architectural and engineering designs for Lincoln-Douglas, including the HVAC mechanical systems. Defendant Klingner also represented it would appropriately administer and oversee the construction contract for the successful installation of the HVAC mechanical systems.

97. In addition, throughout the pre-construction, construction, and administration phases of the Lincoln-Douglas Project, Defendant Klingner represented that the design, engineering, construction, and other work would be free from defects and deficiencies.

98. Such representations were made by Defendant Klingner with the intent that Plaintiff rely on such representations in executing and fully performing its payment obligations under the Klingner Contract.

99. Plaintiff did rely on the truth of these representations when it selected Defendant Klingner as the engineer and architect for the Lincoln-Douglas project, entered into the Defendant Klingner Contract, and fully performed its payment obligations under the Klingner Contract.

100. Defendant Klingner's representations were false. Despite the promises and representations made by Defendant Klingner, Defendant Klingner was not capable of providing the engineering and architectural services necessary for the Lincoln-Douglas Project. Defendant Klingner did not appropriately design and engineer the HVAC mechanical systems, did not appropriately oversee the construction and installation of the HVAC mechanical systems, and failed to disclose the various material omissions and other problems affecting the HVAC mechanical systems to Plaintiff.

101. As a direct and proximate result of Defendant Klingner's misrepresentations, Plaintiff has sustained and will continue to sustain damages in excess of $50,000, including but not limited to:

a. Damages to personal property in Lincoln-Douglas due to refrigerant leaks;

b. Costs for rip and tear work to investigate the cause of the HVAC mechanical systems failures, including the cost of the Emergency Pipe Project performed by TMI;

c. Costs to repair defective work;

d. Costs to complete unperformed and/or negligently performed work;

e. Costs to perform remedial and clean-up work, including rip and tear work of adjacent or "other property" and "other work" necessary to access and complete the remedial work, and costs to inspect and obtain estimates and permits for repairing the defective HVAC mechanical system;

f. Costs to repair and/or replace the defective HVAC mechanical systems;

g. Diminution of the fair market value of Lincoln-Douglas;

h. Costs to repair or replace personal property and other components of the building damaged by the HVAC systems' failures;

i. Increased utility costs associated the underperforming HVAC mechanical systems;

j. Costs associated with remedial efforts, including supplemental heat and cooling provided to mitigate the negative effects of the underperforming systems;

k. Costs to repair, replace and/or permanently supplement defectively designed HVAC mechanical systems, including any of their components, and any increased future operating costs associated with any alternative permanent systems installed to mitigate replacement damages; and

l. Costs associated with reduced expected service life of the HVAC mechanical systems resulting from defectively designed HVAC mechanical components or systems.

WHEREFORE, Plaintiff prays for an award in its favor and against Defendant Klingner in an amount in excess of $50,000 to be determined at trial, its reasonable attorneys' fees and

expenses incurred, its court costs, its expert fees and expenses, pre-judgement and post-judgment interest, and any further relief the Court deems just and equitable.

**COUNT III – BREACH OF CONTRACT**
**(Defendant Maas)**

102. Plaintiff incorporates the allegations contained in Paragraphs 1 through 48 and 62 through 81 of this Complaint as if fully set forth within this Count III.

103. Plaintiff entered into the Maas Contract with Defendant Maas pursuant to which Defendant Maas agreed to serve as the general contractor for the Lincoln-Douglas Project, and by which Plaintiff agreed to pay $13,093,316.00, subject to additions and deductions as provided in the contract documents.

104. Plaintiff fully performed its obligations under the Maas Contract and Defendant Maas has been paid in full the reasonable value of such labor and materials under the Maas Contract.

105. Pursuant to the Maas Contract, Defendant Maas agreed to and became obligated to provide construction, services, labor, materials, and equipment for installation of the HVAC mechanical systems at Lincoln-Douglas and further accepted responsibility for any acts, errors, or omissions in the construction, services, labor, materials, and equipment required to be installed.

106. Pursuant to the Maas Contract, Defendant Maas promised that the HVAC mechanical system would be properly constructed and installed and would be free from material defects.

107. Defendant Maas failed to perform several of its essential duties expressly set forth in or implied by the Maas Contract, including but not limited to, performing the construction, installation, and/or selection of materials of the HVAC mechanical systems in a competent and workmanlike manner.

108. Defendant Maas' failure to perform its obligations under the Maas Contract has forced Plaintiff to expend substantial time and resources, and incur significant expense, which would not have occurred had Defendant Mass fully performed its obligations set forth in the Mass Contract.

109. Despite demand by Plaintiff, Defendant Maas has failed and/or refused to fully perform its obligations under the Maas Contract.

110. The Maas Contract entitles Plaintiff to its reasonable attorneys' fees incurred for Defendant Maas' breach and failure to perform the Maas Contract.

111. As a direct and proximate result of Defendant Maas' contractual breaches, Plaintiff has sustained and will continue to sustain damages in excess of $50,000, including but not limited to:

a. Costs to repair defective work;

b. Costs to complete unperformed and/or negligently performed work;

c. Costs associated with rip and tear work and damage to adjacent or "other property" and "other work" necessary to allow for repair and replacement of the defective HVAC mechanical systems;

d. Costs to repair and/or replace the defective HVAC mechanical systems;

e. Diminution of the fair market value of Lincoln-Douglas;

f. Costs to repair or replace personal property and other components of the building damaged by the HVAC systems' failures;

g. Costs to perform remedial and clean-up work and costs to inspect and obtain estimates and permits for repairing the defective HVAC mechanical systems;

h. Costs associated with years of excessive utility expenses caused by the improperly designed and improperly installed HVAC mechanical systems;

i. Increased utility costs associated the underperforming HVAC mechanical systems;

j. Costs associated with remedial efforts, including supplemental heat and cooling provided to mitigate the negative effects of the underperforming systems;

k. Costs to repair, replace and/or permanently supplement defectively designed HVAC mechanical systems, including any of their components, and any increased future operating costs associated with any alternative permanent systems installed to mitigate replacement damages; and

l. Costs associated with reduced expected service life of the HVAC mechanical systems resulting from defectively designed HVAC mechanical components or systems

WHEREFORE, Plaintiff prays for an award in its favor and against Defendant Maas to recovery the above-listed damages in an amount in excess of $50,000 to be determined at trial, its reasonable attorneys' fees and expenses incurred, its court costs, its expert fees and expenses, pre-judgement and post-judgment interest, and any further relief the Court deems just and equitable.

**COUNT IV – NEGLIGENT MISREPRESENTATION**
**(Defendant Maas)**

112. Plaintiff incorporates the allegations contained in Paragraphs 1 through 111, 62 through 81, and 102 through 111 of this Complaint as if fully set forth within this Count IV.

113. Plaintiff, who is not a general contractor, reasonably relied upon the expertise of its general contractor in the construction of Lincoln Douglas, including its HVAC systems.

114. Defendant Maas is a professional general contractor and represented itself as having the necessary expertise and skill to construct and install the HVAC mechanical systems free from defects.

115. As a professional general contractor, Defendant Maas had a duty to communicate accurate information to Plaintiff.

116. For the purposes of inducing Plaintiff to award Defendant Maas the Lincoln-Douglas project and enter into the Maas Contract to perform general contracting services and to commence work on Lincoln-Douglas, and to guide Plaintiff in its selection of a general contractor,

Defendant Maas represented that it had the experience and expertise necessary to provide the general contracting services necessary to successfully construct the Lincoln-Douglas project free from material defects, and encouraged Plaintiff to execute the Maas Contract.

117. By executing and delivering the Maas Contract, Defendant Maas represented that it would serve as the general contractor for the Lincoln-Douglas Project and that all work would be performed in a good and workmanlike manner.

118. In addition, throughout the pre-construction, construction and administration phases of the Lincoln-Douglas Project, Defendant Maas represented that the construction and other work would be performed in a good and workmanlike manner to ensure successful completion of the Lincoln-Douglas Project.

119. Such representations were made by Defendant Maas with the intent that Plaintiff rely upon such representations in executing and fully performing under the Maas Contract.

120. Plaintiff did reasonably rely on the truth of these representations when it selected Defendant Maas as the general contractor for the Lincoln-Douglas Project and entered into the Maas Contract.

121. Defendant Maas' representations were false. Despite the promises and representations made by Defendant Maas, Defendant Maas was not capable of providing the general contracting services necessary for the Lincoln-Douglas Project. Defendant Maas did not complete the Lincoln-Douglas Project in a good and workmanlike manner in relation to the HVAC mechanical systems, it and failed to disclose the various material omissions and other defects affecting the HVAC mechanical systems and correct same.

122. As a direct and proximate result of Defendant Maas' misrepresentations, Plaintiff has sustained and will continue to sustain damages in excess of $50,000, including but not limited to:

a. Damages to personal property in Lincoln-Douglas due to refrigerant leaks;

b. Costs for rip and tear work to investigate the cause of the HVAC mechanical systems failures, including the cost of the Emergency Pipe Project performed by TMI;

c. Costs to repair defective work;

d. Costs to complete unperformed and/or negligently performed work;

e. Costs to perform remedial and clean-up work, including rip and tear work of adjacent or "other property" and "other work" necessary to access and complete the remedial work, and costs to inspect and obtain estimates and permits for repairing the defective HVAC mechanical system;

f. Costs to repair and/or replace the defective HVAC mechanical systems;

g. Diminution of the fair market value of Lincoln-Douglas;

h. Costs to repair or replace personal property and other components of the building damaged by the HVAC systems' failures;

i. Increased utility costs associated the underperforming HVAC mechanical systems;

j. Costs associated with remedial efforts, including supplemental heat and cooling provided to mitigate the negative effects of the underperforming systems;

k. Costs to repair, replace and/or permanently supplement defectively designed HVAC mechanical systems, including any of their components, and any increased future operating costs associated with any alternative permanent systems installed to mitigate replacement damages; and

l. Costs associated with reduced expected service life of the HVAC mechanical systems resulting from defectively designed HVAC mechanical components or systems.

WHEREFORE, Plaintiff prays for an award in its favor and against Defendant Maas for the above-listed damages in an amount in excess of $50,000 to be determined at trial, its reasonable

attorneys' fees and expenses incurred, its court costs, its expert fees and expenses, pre-judgement and post-judgment interest, and any further relief the Court deems just and equitable.

**COUNT V – NEGLIGENCE**
**(Defendant Klingner and Defendant Maas)**

123. Plaintiff incorporates the allegations contained in Paragraphs 1 through 122 of this Complaint as if fully set forth within this Count V.

124. In rendering services to Plaintiff, Defendant Klingner and Defendant Maas had a duty imposed by law to exercise reasonable and ordinary care to plan, design, engineer, provide materials, and construct the HVAC mechanical systems at Lincoln-Douglas in a workmanlike manner, in compliance with applicable building codes and other laws, and to obtain the required licensing, insurance, and permitting required by law prior to said actions.

125. Defendant Klingner and Defendant Maas breached their duty to Plaintiff by performing the design, engineering, and construction of the HVAC mechanical systems at Lincoln-Douglas in violation of the version of the 2006 International Building Code which was adopted by the city of Quincy, IL regarding required standards of workmanship and acceptability of all work and required permits.

126. As a direct and proximate result of Defendant Klingner's and Defendant Maas' breaches of the Code, regulatory requirements, and common law duties, along with the failure to exercise reasonable and ordinary care, Plaintiff has sustained and will continue to sustain damages in excess of $50,000, including but not limited to:

a. Damages to personal property in Lincoln-Douglas due to refrigerant leaks;

b. Costs for rip and tear work to investigate the cause of the HVAC mechanical systems failures, including the cost of the Emergency Pipe Project performed by TMI;

c. Costs to repair defective work;

d. Costs to complete unperformed and/or negligently performed work;

e. Costs to perform remedial and clean-up work, including rip and tear work of adjacent or "other property" and "other work" necessary to access and complete the remedial work, and costs to inspect and obtain estimates and permits for repairing the defective HVAC mechanical system;

f. Costs to repair and/or replace the defective HVAC mechanical systems;

g. Diminution of the fair market value of Lincoln-Douglas;

h. Costs to repair or replace personal property and other components of the building damaged by the HVAC systems' failures;

i. Increased utility costs associated the underperforming HVAC mechanical systems;

j. Costs associated with remedial efforts, including supplemental heat and cooling provided to mitigate the negative effects of the underperforming systems;

k. Costs to repair, replace and/or permanently supplement defectively designed HVAC mechanical systems, including any of their components, and any increased future operating costs associated with any alternative permanent systems installed to mitigate replacement damages; and

l. Costs associated with reduced expected service life of the HVAC mechanical systems resulting from defectively designed HVAC mechanical components or systems.

WHEREFORE, Plaintiff prays for an award in its favor and against Defendant Klingner and Defendant Maas to recover the above-listed damages in an amount in excess of $50,000 to be determined at trial, its reasonable attorneys' fees and expenses incurred, its court costs, its expert fees and expenses, pre-judgement and post-judgment interest, and any further relief the Court deems just and equitable.

**COUNT VI – BREACH OF IMPLIED WARRANTY OF WORKMANSHIP**
**(Defendant Klingner and Defendant Maas)**

127. Plaintiff incorporates the allegations contained in Paragraphs 1 through 126 of this Complaint as if fully set forth within this Count VI.

128. Defendant Klingner and Defendant Maas represented themselves as experienced and skillful professionals in the performance of the design, engineering, and construction of Lincoln-Douglas, and Plaintiff reasonably relied upon these representations.

129. These representations were material in Plaintiff's decision to enter into the Klingner Contract and the Maas Contract.

130. In undertaking the new construction of Lincoln-Douglas, Defendant Klingner and Defendant Maas impliedly warranted that all materials, equipment, labor, and services furnished in conjunction therewith were reasonably fit for their intended purposes and that the HVAC mechanical systems at Lincoln-Douglas had been designed and constructed in a skillful and workmanlike manner; that the design and construction of the HVAC mechanical systems was completed in accordance with applicable industry standards; and that the design and construction of the HVAC mechanical systems was completed in accordance with the specifications and representations in the Klingner Lincoln-Douglas Contract and the Maas Lincoln-Douglas Contract, including the contract documents incorporated therein.

131. Defendant Klingner and Defendant Maas breached the aforementioned warranties regarding the design and construction of the HVAC mechanical system in the aforementioned respects by failing to provide all the required services.

132. As a result of the foregoing, the aforesaid HVAC mechanical systems were defective, unworkmanlike, and not fit for its intended purpose.

133. Plaintiff demanded Defendant Klingner and Defendant Maas take responsibility to investigate and repair the HVAC mechanical systems.

134. Despite these demands, Defendant Klingner and Defendant Maas failed to investigate and repair the HVAC mechanical systems.

135. As a direct and proximate result of Defendant Klingner and Defendant Maas' failures, Plaintiff has sustained and will continue to sustain damages in excess of $50,000, including but not limited to:

a. Costs to repair defective work;

b. Costs to complete unperformed and/or negligently performed work;

c. Costs associated with rip and tear work and damage to adjacent or "other property" and "other work" necessary to allow for repair and replacement of the defective HVAC mechanical systems;

d. Costs to repair and/or replace the defective HVAC mechanical systems;

e. Diminution of the fair market value of Lincoln-Douglas;

f. Costs to repair or replace personal property and other components of the building damaged by the HVAC systems' failures;

g. Costs to perform remedial and clean-up work and costs to inspect and obtain estimates and permits for repairing the defective HVAC mechanical systems;

h. Costs associated with years of excessive utility expenses caused by the improperly designed and improperly installed HVAC mechanical systems;

i. Increased utility costs associated the underperforming HVAC mechanical systems;

j. Costs associated with remedial efforts, including supplemental heat and cooling provided to mitigate the negative effects of the underperforming systems;

k. Costs to repair, replace and/or permanently supplement defectively designed HVAC mechanical systems, including any of their components, and any increased future operating costs associated with any alternative permanent systems installed to mitigate replacement damages; and

l. Costs associated with reduced expected service life of the HVAC mechanical systems resulting from defectively designed HVAC mechanical components or systems

WHEREFORE, Plaintiff prays for an award in its favor and against Defendant Klingner and Defendant Maas to recover the above-listed damages in an amount in excess of $50,000 to be determined at trial, its reasonable attorneys' fees and expenses incurred, its costs, its expert fees and expenses, pre-judgement and post-judgment interest, and any further relief the Court deems just and equitable.

## COUNT VII – BREACH OF EXPRESS WARRANTY
**(Defendant Maas)**

136. Plaintiff incorporates the allegations contained in Paragraphs 1 through 48, 62 through 135 of this Complaint as if fully set forth within this Count VII.

137. Pursuant to the Maas Contract, Defendant Maas warranted to Plaintiff that the materials and equipment used for the HVAC mechanical systems will be of good quality and that the construction and installation of the HVAC mechanical systems will be free from material defects.

138. Pursuant to the Maas Contract, Defendant Maas promised to promptly remedy any damage to the HVAC mechanical systems.

139. Pursuant to the Maas Contract, Defendant Maas agreed to and represented that it would be responsible for all warranty work performed by the subcontractors.

140. At the time the HVAC mechanical systems were constructed and installed, the materials and equipment used for the HVAC mechanical systems and/or the construction and installation of the HVAC mechanical systems was not free from defects as evidenced by the multiple compressor failures at Lincoln-Douglas and the necessity of TMI's Emergency Pipe Project.

141. On December 18, 2024, Plaintiff notified Defendant Maas of the significant issues with the HVAC mechanical systems, but Defendant Maas failed and refused to remedy the issues.

142. As a direct and proximate result of Defendant Maas' breaches, Plaintiff has sustained and will continue to sustain damages in excess of $50,000, including but not limited to:

a. Costs to repair defective work;

b. Costs to complete unperformed and/or negligently performed work;

c. Costs associated with rip and tear work and damage to adjacent or "other property" and "other work" necessary to allow for repair and replacement of the defective HVAC mechanical systems;

d. Costs to repair and/or replace the defective HVAC mechanical systems;

e. Diminution of the fair market value of Lincoln-Douglas;

f. Costs to repair or replace personal property and other components of the building damaged by the HVAC systems' failures;

g. Costs to perform remedial and clean-up work and costs to inspect and obtain estimates and permits for repairing the defective HVAC mechanical systems;

h. Costs associated with years of excessive utility expenses caused by the improperly designed and improperly installed HVAC mechanical systems;

i. Increased utility costs associated the underperforming HVAC mechanical systems;

j. Costs associated with remedial efforts, including supplemental heat and cooling provided to mitigate the negative effects of the underperforming systems;

k. Costs to repair, replace and/or permanently supplement defectively designed HVAC mechanical systems, including any of their components, and any increased future operating costs associated with any alternative permanent systems installed to mitigate replacement damages; and

l. Costs associated with reduced expected service life of the HVAC mechanical systems resulting from defectively designed HVAC mechanical components or systems

WHEREFORE, Plaintiff prays for an award in its favor and against Defendant Maas to recovery the above-listed damages in an amount in excess of $50,000 to be determined at trial, to

be determined at trial, its reasonable attorneys' fees and expenses incurred, its courts costs, its expert fees and expenses, pre-judgement and post-judgment interest, and any further relief the Court deems just and equitable.

**PLAINTIFF DEMANDS TRIAL BY JURY.**

Dated: June__, 2025

Respectfully submitted,

**STINSON, LLP**

By: /s/ *Jonathan R. Waldron*

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