

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
WESTERN DIVISION

LPS Utilities, Inc. )  
Plaintiff )  
 ) Case No. 16-cv-50362  
v. )  
 )  
Google Inc, Bechtel Inc. and )  
Bear Communications, LLC )  
Defendants )

**COMPLAINT AT LAW**  
**FOR BREACH OF CONTRACT, QUANTUM MERUIT, AND UNJUST ENRICHMENT**

Now comes the Plaintiff, LPS Utilities, Inc, ("LPS") by and through its attorney, The Law Offices of Robert T. Hanlon, and Associates P.C. complaining against Google Inc. Bechtel Inc. and Bear Communications, Inc. ("Bear") (collectively hereinafter at times "Defendants") with its complaint sounding in Breach of Contract, quantum meruit, and unjust enrichment and states as follows:

**SHORT STATEMENT OF THE CASE**

1) Plaintiff seeks damages for breach of contract from Bear Communications, a Kansas Limited Liability Company and other forms of relief from Google as Google has received the benefit of the unpaid for work and material. Plaintiff installed utilities in Tennessee that benefited both of the defendants and amounts in excess of \$75,000 remain unpaid for work performed.

**JURISDICTION, VENUE & PARTIES**

2) This Court has jurisdiction to hear Counts I, II and III because this Court has diversity jurisdiction pursuant to 28 U.S.C. §1332 (Diversity Jurisdiction). Counts II and III are also presented herein pursuant to principles of ancillary and pendent jurisdiction.

3) A portion of the events giving rise to the causes of action herein took place in McHenry county. Namely the parties contracted for the construction of utilities to be placed in Tennessee

between a Google Inc computer center and other existing utilities owned by Bechtel, Inc. The Plaintiff, LPS Utilities, Inc. is an Illinois corporation having its principal place of business in McHenry County.

4) The Defendant, Google Inc, is a Delaware corporation that maintains its principal place of business at 1600 Amphitheatre Parkway, Mountain View California and is commonly affiliated with its internet search engine "Google". Google, Inc. maintains ongoing and systematic contacts with the State of Illinois even though Google Inc. is not presently in good standing with the Illinois Secretary of State<sup>1</sup>.

5) The Defendant Bear Communications, Inc. is a Kansas corporation having hits principal place of business at 725 N. 2nd Street Lawrence KS 66044.

6) The Defendant Bechtel is a Nevada corporation and has its headquarters at 50 Beale Street San Francisco, California 94105.

#### **General Allegations of Fact**

7) On or about April 1, 2015, Bear solicited offers for work on a project providing underground utilities to a Google Inc. facility and Bechtel Inc. infrastructure.

8) Upon information and belief both Google and Bechtel Inc are utilizing the underground utilities installed by Plaintiff.

9) Defendant Bear submitted to LPS a written offer and Plaintiff accepted said offer as shown on Exhibit A, a written contract dated October 26, 2015, which is attached hereto and incorporated herein as Exhibit A.

10) The Plaintiff commenced the work shown in Exhibit A and finished the work shown in Exhibit A.

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<sup>1</sup> According to the Illinois Secretary of State web site Google Inc is no longer in good standing with the State of Illinois

11) The Defendants failed to pay plaintiff for its work under the agreement and a balance after all unpaid amounts is in excess of \$75,000 but less than \$110,000.

12) LPS made demand upon Bear for its damages in excess of \$75,000 prior to filing this action.

13) Bear issued purchase orders in excess of \$1,354,000 to LPS and failed to pay for all of the work orders.

14) Defendant Bear in turn delivered to Defendant, Bechtel Inc., work completed by LPS

15) Defendant, Bechtel Inc., in turn delivered to Defendant, Google, Inc., the utilities installed by LPS.

16) Upon information Google, Inc. and Bechtel Inc. are both using the utilities installed by LPS.

**Count I – Breach of Contract Against Bear**

17) Plaintiff incorporates paragraphs 1-15 as if fully stated herein in this paragraph 16.

18) Bear made an offer to LPS to conduct work on underground utilities as depicted in the Subcontractor agreement attached hereto as Exhibit A.

19) LPS accepted the terms of the Contract outlined in Exhibit A and commenced work based upon the promises of Bear to make payment to LPS for work performed by LPS.

20) Defendant Bear issued purchase orders totaling \$1,354,002 for work to be preformed.

21) Defendant's Bears representative requested \$15,000 of additional work to be preformed..

22) Plaintiff issued change orders for additional work

23) There remains an unpaid balance on the contract in excess of \$75,000.

**WHEREFORE**, the Plaintiff respectfully prays for this honorable court to grant the following relief:

- a. Enter a Judgment against the Defendant, Bear Communications, Inc. and in favor of the plaintiff, LPS Utilities, Inc. for compensatory damages in the amount in excess of \$75,000.00 plus interest from the time the breach to the time of judgment in this cause.
- b. Attorney fees and costs.
- c. That plaintiff, LPS, has such other and further relief in this matter as this Court deems just, equitable or necessary.

**Count II Quantum Meruit (Directed to all defendants)**

- 1) Plaintiff restates paragraphs 1-22 as if fully set forth in this Count II.
- 2) Defendant knew or reasonably should have known that Plaintiff's work on the Properties was done with the intention of receiving payment.
- 3) The labor and materials delivered to the Properties enriched the Defendant by at least \$75,000.00
- 4) The value of the labor and materials delivered to the Properties was in excess of \$75,000.
- 5) Defendant has retained the work and materials of the Plaintiff without fully compensating Plaintiff.
- 6) It is unjust for the defendants to retain the work of the Plaintiff without having to pay for all of the value of the labor and materials provided.

Wherefore, Plaintiff Prays that this honorable court enter the following relief:

- A) A Judgment for the value of the labor and materials provided by LPS to Dfeendants less amounts paid but in no event less than \$75,000.00, as determined at trial.
- B) For such other and further relief as this court deems just and equitable.

**Count III Unjust Enrichment (Directed to all defendants)**

- 7) Plaintiff restates paragraphs 1-22 as if fully set forth in this Count III.
- 8) Defendant knew or reasonably should have known that Plaintiff's work on the Properties was done with the intention of receiving payment.
- 9) The labor and materials delivered to the Properties enriched the Defendant by at least \$75,000.00
- 10) The costs of the labor and materials delivered to the Properties was in excess of \$75,000.
- 11) Defendant has retained the work and materials of the Plaintiff without fully compensating Plaintiff.

Wherefore, Plaintiff Prays that this honorable court enter the following relief:

- C) A Judgment for the reasonable costs of material provided less amounts paid in an amount of not less than \$75,000.00, as determined at trial.
- D) For such other and further relief as this court deems just and equitable.

Dated November 29, 2016

Respectfully submitted,

/s/Robert T. Hanlon

Robert T. Hanlon, one of LPS Utilities, Inc.'s  
Attorneys

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Filename: Complaint  
Directory: X:\CLIENTS\D5 IRONWORKS (v Iron Workers Local 395), 16-0002\PLEADINGS  
Template: C:\Users\rhanlon\AppData\Roaming\Microsoft\Templates\Normal.dotm  
Title:  
Subject:  
Author: Robert Hanlon  
Keywords:  
Comments:  
Creation Date: 11/29/2016 9:00:00 AM  
Change Number: 5  
Last Saved On: 11/29/2016 9:14:00 AM  
Last Saved By: rhanlon  
Total Editing Time: 9 Minutes  
Last Printed On: 11/29/2016 9:31:00 AM  
As of Last Complete Printing  
Number of Pages: 5  
Number of Words: 1,081 (approx.)  
Number of Characters: 6,167 (approx.)