

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FIRST DISTRICT, LAW DIVISION**

PACIFIC CONSTRUCTION SERVICES, INC.,)	
)	
Plaintiff,)	
)	
vs.)	Case No.
)	
MAVERICK POOLS, INC.,)	
)	
Defendant.)	

VERIFIED COMPLAINT

Plaintiff, PACIFIC CONSTRUCTION SERVICES, INC., by and through its attorneys, Kaplan Papadakis & Gournis, P.C., for its Verified Complaint against Defendant, MAVERICK POOLS, INC., states as follows:

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PARTIES AND JURISDICTION

1. Pacific is an Illinois corporation and is a general contracting firm located in Chicago, Illinois.
2. Maverick is an Illinois corporation with its principal place of business located in Palatine, Illinois.
3. The Court has jurisdiction over Maverick as Maverick has its principal place of business in Illinois and transacts business in Illinois.
4. Venue is proper in this county as Maverick transacts business in Cook County and a substantial portion of the cause of action arose in Cook County.

FACTUAL BACKGROUND

The Contract

5. On or about November 5, 2008, the Illinois Sports Facilities Authority ("ISFA") retained Pacific to serve as the general contractor for construction and improvements at the Chicago White Sox training facilities at U.S. Cellular Field in Chicago, Illinois (the "Project").

6. During the course of Pacific's negotiations with ISFA, Pacific entered into subcontract negotiations with Maverick to perform certain work on the Project, including the unloading and installation of two pre-manufactured pools furnished by the ISFA and construction of a third "built-in" thermal pool in the White Sox's hydrotherapy training facility (the "Work").

7. On or about October 10, 2008, after the ISFA retained Pacific to act as general contractor, Maverick submitted an offer to do the Work (the "Proposal") including detailed specifications and costs related to the Work. A true and accurate copy of the Proposal is attached hereto as Exhibit A.

8. On or about October 10, 2008, Pacific contacted Maverick approving and accepting Maverick's Proposal, thereby forming an oral contract (the "Contract") whereby Maverick would complete the Work in consideration for the agreed upon sum of \$166,000.00 (the "Maverick Contract Sum").

9. From approximately October 10, 2008 through January 15, 2009, in furtherance of the Contract, Maverick participated in discussions with Pacific, the White Sox, the ISFA, Project architects and engineers regarding the preliminary design plans and specifications for Maverick's Work on the Project. In addition, during this time period

and consistent with its contractual obligations, Maverick submitted several design packages for approval by the ISFA and Project architects and engineers.

10. In reliance on Maverick's representations during the design phase, Pacific completed the required preliminary structural work for Maverick to begin the Work in December 2008.

COUNT I
(BREACH OF CONTRACT)

11. Pacific repeats and realleges paragraphs 1 through 10 of this Complaint as paragraph 11 of Count I of this Complaint as if fully set forth herein.

12. Pacific and Maverick entered into an oral Contract for Maverick's installation of two pre-manufactured pools and the construction of a third thermal pool as alleged above.

13. At all times relevant hereto, the Contract constituted a valid and enforceable contract between Pacific and Maverick.

14. Pacific performed all of its obligations under the Contract.

15. Maverick breached the Contract by refusing to unload and install the two pre-manufactured pools and to construct the thermal pool as agreed pursuant to the Contract.

16. As a direct and proximate result of Maverick's breach of the Contract, Pacific has been damaged in the amount exceeding \$107,496.00, representing additional contract sums paid to replacement contractors over and above the Maverick Contract Sum.

WHEREFORE, Plaintiff, Pacific Construction Services, Inc., respectfully requests that this Honorable Court enter a judgment in its favor and against Defendant Maverick Pools, Inc., in an amount to be determined at trial and in excess of \$107,496.00, plus court costs and any other such further relief as this Honorable Court deems just and appropriate.

Respectfully submitted,

PACIFIC CONSTRUCTION SERVICES, INC.

By: _____

One of its attorneys

Eric D. Kaplan
John W. Baker
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VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.



Ike Hong

Maverick 10/10/08 Breakdown

Barrington Pools Maverick Pools

DEMOLITION

Demo existing spa equipment not included ✓

HYDROWORX'S POOLS

Offload & install 2 hydroworx spas & equipment will not bid \$ 8,000.00

F/I all necessary pipe & fittings to connect Hydroworxs spas to filter equipment will not bid \$ 39,000.00

CONCRETE SPA

Install concrete hydrotherapy pool w/plaster finish	8'6" x 16'6"	10' x 14'	
F/I all necessary pipe & fittings for concrete spa for a complete system	✓	✓	
{2} 2 hp air blowers	✓	✓	
hydro jets in backrest area of spa, body area, bench area - total	✓	✓	
F/I pumps, filter, heater, chemical system & fill device	✓	✓	
standard pool light	✓	✓	
concrete curb around spa w/6"x6" tile on both sides of curb	\$ 11,950.00	\$ 11,000.00	\$ 11,000.00
Tile border around top of spa and on all benches & steps	\$ 3,895.00	✓	
Install tile White Sox logo in bottom of concrete spa	2'6"	3'	
Furnish control panel to operate concrete spa	✓	✓	
F/I stainless steel handrail	✓	✓	

START UP

F/I safety and cleaning equipment for all three spas	no	✓	
Start up & chemically balance all three spas	no	✓	
Assist in coordination of obtaining a state permit for all three spas	no	\$ 5,000.00	\$ 5,000.00

\$ 85,550.00 \$ 103,000.00 \$ 103,000.00

TOTAL AMOUNT \$ 101,395.00 \$ 166,000.00 \$ 119,000.00

18% labor - union
including permits

