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Formed in the Commonwealth of Pennsylvania

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The Trustees of Princeton University

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

THE TRUSTEES OF PRINCETON
UNIVERSITY,

Plaintiff,

v.

TOD WILLIAMS BILLIE TSIEN
ARCHITECTS, LLP; JACOBS
ARCHITECTS/ENGINEERS, INC.; and
JACOBS CONSULTANCY INC.,

Defendants.

Civil Action No. _____

***COMPLAINT &
DEMAND FOR JURY TRIAL***

(Document Electronically Filed)

Plaintiff, The Trustees of Princeton University (“**Princeton**” or “**Plaintiff**”), a private, non-profit educational institution, brings this Complaint against Defendants Tod Williams Billie T sien Architects, LLP (“**TWBTA**”), Jacobs Architects/Engineers, Inc., and Jacobs Consultancy Inc. (collectively, “**Jacobs**” or the “**Jacobs Entities**”) (the three defendants are referred to collectively herein as “**Defendants**”), and states and alleges as follows:

NATURE OF THE CASE

1. Defendants are design professionals engaged by, or on behalf of, Princeton to provide professional design services related to the design and construction of The Andlinger Center for Energy and the Environment (“**Andlinger**” or the “**Project**”). Princeton engaged TWBTA to serve as the project architect, and TWBTA, in turn, engaged Jacobs as engineering sub-consultants for the design of the Project as well as other sub-consultants who are not named herein.

2. Defendants TWBTA and Jacobs (collectively, the “**Design Team**”) failed to perform their professional design responsibilities in accordance with the prevailing standard of care, resulting in unnecessary and excessive additional costs and extensive project delays. Further, the Design Team failed to meet the Schedule Milestones set forth in the prime design contract and failed to design to budget as contractually required and, therefore, breached their contracts. By this action, Princeton seeks to recover the damages it has incurred as a result of Defendants’ professional negligence and breach of contract.

THE PARTIES

3. Princeton is a non-profit educational institution, existing under the laws of the State of New Jersey, with its principal place of business located at One Nassau Hall, Princeton University, Princeton, New Jersey 08544.

4. Upon information and belief, TWBTA is a limited liability partnership organized under the laws of the State of New York, with its principal place of business located at 222 Central Park South, New York, New York 10019. TWBTA provided architectural services related to the Project.

5. Upon information and belief, Jacobs Architects/Engineers, Inc. (“**Jacobs Architects/Engineers**”) is a corporation organized under the laws of the State of Delaware, with its principal place of business located at 777 Main Street, Fort Worth, Texas 76102. Jacobs Architects/Engineers was a sub-consultant of TWBTA that provided engineering services related to the Project, specifically with respect to scientific laboratory spaces.

6. Upon information and belief, Jacobs Consultancy Inc. (“**Jacobs Consultancy**”) is a corporation organized under the laws of the State of Texas, with its principal place of business located at 5995 Rogerdale Road, Houston, Texas 77072 and an office located at 100 Walnut Avenue, Suite 604, Clark, NJ 07066. Jacobs Consultancy was a sub-consultant of TWBTA that provided engineering services related to the Project, specifically with respect to scientific laboratory spaces.

JURISDICTION AND VENUE

7. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §1332, as there is complete diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

8. The Court has personal jurisdiction over TWBTA because TWBTA has contractually consented to such jurisdiction. Article XVII (c) of the agreement to perform architectural design services for the Project entered into between Princeton and TWBTA, dated February 12, 2009 (the “**Design Contract**”) provides for the exclusive jurisdiction in the State or Federal courts of New Jersey for actions arising under the Design Contract. Further, this Court has personal jurisdiction over TWBTA because it conducted business in the state and Plaintiff’s cause of action relates to and arises out of the business that it conducted in the state, and it has

availed itself of New Jersey laws by negotiating the Design Contract and performing the design services required as Project architect for the Project.

9. The Court has personal jurisdiction over Jacobs Architects/Engineers because it has consented to jurisdiction pursuant to Section 8.2 of its agreement with TWBTA, whereby Jacobs Architects/Engineers agreed to participate in whatever dispute resolution process for this matter to which TWBTA is a party or participant. In addition, the Court has personal jurisdiction over Jacobs Architects/Engineers because it conducted business in the state and Plaintiff's cause of action relates to and arises out of the business that it conducted in the state, and it has availed itself of New Jersey laws by performing engineering services required for the Project.

10. The Court has personal jurisdiction over Jacobs Consultancy because it has consented to jurisdiction pursuant to Section 8.2 of its agreement with TWBTA, whereby Jacobs Consultancy agreed to participate in whatever dispute resolution process for this matter to which TWBTA is a party or participant. In addition, the Court has personal jurisdiction over Jacobs Consultancy because it conducted business in the state and Plaintiff's cause of action relates to and arises out of the business that it conducted in the state, and it has availed itself of New Jersey laws by performing engineering services required for the Project.

11. Venue is proper in the District of New Jersey pursuant to 28 U.S.C. §1391(b)(2).

ALLEGATIONS COMMON TO ALL COUNTS

12. In 2008, Princeton issued an RFP for the design and construction of the Andlinger Center for Energy and the Environment, a state-of-the-art, 129,000 square foot facility for research and teaching in the areas of sustainable energy-technology development, energy efficiency, and environmental protection and remediation. Andlinger would bring together faculty members from various departments and interdisciplinary centers, including Chemical

Engineering, Electrical Engineering, Civil and Environmental Engineering, Mechanical and Aerospace Engineering, and the Princeton Institute for Science and Technology of Materials, among others, in a world-class facility devoted to research and teaching in the areas of energy and the environment.

13. On or about February 12, 2009, Princeton engaged TWBTA to perform architectural design services for the Project pursuant to the Design Contract. A copy of the contract between Princeton and TWBTA for Design Services for the Andlinger Center for Energy & Environment, Contract No. FC0003914W, dated February 12, 2009, is attached hereto as **Exhibit A**.

14. In order to perform and complete the design services necessary for the Project, TWBTA engaged Jacobs Architects/Engineers and Jacobs Consultancy as well as other sub-consultants.

15. On or about July 11, 2011, Princeton engaged F.J. Sciame Construction, Inc. (“**Construction Manager**”), to act as construction manager to construct the Project.

16. Project design commenced in 2009. Construction commenced in 2012 and was substantially completed on January 1, 2016.

The Design Contract

17. The Design Contract sets forth the terms of the agreement between Princeton and TWBTA, including setting forth the standard of care.

18. Article VI(a) of the Design Contract, which established the Standard of Care, provides that:

Standard of Care. Architect-Engineer shall perform the Services hereunder this Agreement in accordance with the standards of skill and care generally exercised by other design professionals in the same locale acting under similar circumstances and conditions.

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